



"Where People Make the Difference"

CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

May 29, 2015

Mayor
NELSON P.
CRABB

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

City
Administrator
SCOTT
FLORY

The next meeting of the Clear Lake City Council is scheduled for Monday, **June 1, 2015**, at 6:30 p.m., in the Council Chambers, at the Clear Lake City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6A. **12th Ave S. Street Overlay Project**. At its regular meeting on September 15, 2014, the Council awarded the Project construction contract to Heartland Asphalt Inc. (Mason City). The amount of the contract was \$220,559.50.

The Project involved limited storm sewer work, roadway reclamation, and HMA resurfacing. The limits of the project were from S. 8th St. to roughly 75' west of the existing culvert at the creek along 12th Ave S. Storm sewer improvements included installation of 2 intakes and RCP piping to the creek at the intersection of S. 15th Street & 12th Ave S. Roadway reclamation was completed the length of the Project and involved pulverization of the existing 24' wide asphalt surfacing and sub-grade to a depth of 12'. The pulverized roadway was then graded, compacted, and flyash material was added to the surface. The pulverized sub-grade, flyash, and water were then mixed, graded, and compacted to form a stabilized base. A 24' wide 2' HMA surfacing was then installed as the final wear course.

The Project engineer has now filed the "Certificate of Completion" with the City Clerk indicating that the work has been completed in compliance with the Project plans & specifications previously approved by the City Council.

ITEM #6B. **Police Services Agreement**. The current agreement for police services between the Cities of Ventura and Clear Lake is set to expire on June 30, 2015. In accordance with the provisions of the agreement, the City of Ventura notified the City of Clear Lake of its interest in renewing the agreement. The original agreement was first entered into between the Cities in 2006.

The proposed extension is for a 3-year period, beginning July 1, 2015, and ending June 30, 2018. The proposed extension provides for a 2.5% annual increase for personnel costs, with FY 16 personnel costs set at \$83,896.25. The vehicle replacement fund also increased from \$9,333 to \$15,000 (annual) due to the ever increasing cost associated with the purchase and equipping of a new police patrol vehicle. Fuel and vehicle maintenance is set at \$3,000 for each year of the agreement. In all other aspects, the agreement remains unchanged.



The proposed agreement extension, following consideration and approval by both Cities, will be recorded in the Office of the County Recorder and filed with the Iowa Secretary of State's office, in accordance with the requirements of Iowa law.

ITEM #6F. CLPD Collective Bargaining Agreement. Enclosed in your packet is a copy of the proposed Collective Bargaining Agreement between the City of Clear Lake and Teamsters Local #238, representing the Clear Lake Police Department. The proposed Agreement is a 3-year contract, with an effective date of July 1, 2015. The Agreement provides for a 1.75% (July 1st) and a 1.5% (January 1st) wage & salary rate increase for each year of the contract. The Agreement also provides for increased employee contributions to the monthly health insurance cost for each year of the Agreement.

Smart Quote: "People won't have time for you if you are always angry or complaining." -- Stephen Hawking, theoretical physicist

Scott Flory
City Administrator

PUBLIC NOTICE IS HEREBY GIVEN that the following governmental body will meet at the date, time, and place herein set out. The tentative agenda for said meeting is as follows:

TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JUNE 1, 2015
6:30 P.M.

1. Call to Order and Pledge of Allegiance led by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – May 18, 2015
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - **Liquor License**: Class B Wine Permit (WB) with Sunday Sales, **Weathered Elements**; Class B Native Wine Permit & Class C Beer Permit (BC), **Louie's Custom Meats**, (renewals).
 - **Cigarette Permits**: Clear Lake Payless Foods; Quick Shop; Fareway Stores #705; Pilot Travel Center #407; (renewals).
 - **Amusement License**: Clear Lake Area Chamber of Commerce, 4th of July Celebration.
 - **Fireworks Permits**: Clear Lake Area Chamber of Commerce, 4th of July Celebration.
 - **Street Closing Requests**: Clear Lake Area Chamber of Commerce, 4th of July Celebration, Wednesday, July 1st through Sunday, July 5th; Clear Lake Noon Lions Chicken BBQ, Sunday, July 19th.
4. Citizens opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
 - A. Stop/Yield Sign Ordinance Amendment(s):

- **Motion** to approve **Ordinance #815**, “An Ordinance amending an Ordinance of the City of Clear Lake, Iowa, now known as ‘Stop or Yield Requirements’, Chapter 65 of the Code of Ordinances of the City of Clear Lake, Iowa, by changing the provisions of Section 65.01 to add certain stop requirements and 65.04 to delete Yield Requirements” by City Council (2nd & final readings)
- Discussion and consideration of **Motion** by City Council.

6. New Business:

A. 12th Avenue S. Street Overlay Project:

- Review of Pay Estimate #3 (final), Mike Danburg, P.E., SEH Yaggy.
- **Motion** to approve Pay Estimate #3 (final) by City Council.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #15-24**, “A Resolution Accepting the Work.”
- Discussion and consideration of **Motion** by City Council.

B. Extension of Police Services Agreement with City of Ventura:

- Review by Scott Flory, City Administrator
- **Motion** to approve **Resolution #15-25**, “Resolution authorizing approval of a Chapter 28E Intergovernmental Cooperation Agreement between the City of Ventura and the City of Clear Lake for the purposes of providing law enforcement services and protection for the City of Ventura, Iowa.”
- Discussion and consideration of **Motion** by City Council.

C. City Hall Roof Replacement Project:

- Project update and review of Pay Estimate #1, Mike Ritter, Building Official.
- **Motion** to approve Pay Estimate #1 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Lady-of-the-Lake Lease Amendment and Extension:

- Review of request, Scott Flory, City Administrator.

- **Motion** to approve **Resolution #15-26**, “Resolution approving an amendment to the Lady-of-the-Lake lease to permit transfer of the Lakeshore lease and to extend the lease until June 30, 2018, and authorizing the Mayor & City Clerk to execute the appropriate documents.”
- Discussion and consideration of **Motion** by City Council.

E. W. 7th Avenue N. Watermain Improvement Project:

- Introduction by Scott Flory, City Administrator.
- Review of preliminary plans by Jason Petersurg, P.E., Veenstra & Kimm.
- Discussion and questions by City Council.

F. Clear Lake Police Department/Teamsters Local #238 Collective Bargaining Agreement:

- Review by Scott Flory, City Administrator.
- **Motion** to approve Collective Bargaining Agreement between the City of Clear Lake and the Clear Lake Police Department/Teamsters Local #238.
- Discussion and consideration of **Motion** by City Council.

G. Employee wage and salary Resolution for FY 16:

- Review by Scott Flory, City Administrator.
- **Motion** to approve **Resolution #15-27**, “Resolution setting the salaries for appointed officers and employees of the City of Clear Lake for the 2016 budget year.”
- Discussion and consideration of **Motion** by City Council.

7. Chief of Police’s Report:

- Update on request for bids for new City police vehicles.

8. Mayor’s Report:

- Re-appointment of Amy Hogg (908 6th Avenue S.) and Scott Lester (1001 6th Avenue S.) to the Park & Recreation Advisory Board for term ending June 30, 2018.

9. Public Works Director's Report:

- Project updates: Traffic signal video detector upgrades; Water Treatment Plant High Service Pump(s) Improvement Project; 2015 Alley Project; North Shore Drive Street Re-construction Project; Northwest Water Tower Improvement Project; N. 6th Street Reconstruction Project; and 2015 Sewer Rehabilitation Project.

10. City Administrator's Report:

- Pre-construction conference US HWY 18 Resurfacing Project: June 9th IDOT Britt office

11. Other Business:

12. Adjournment.

NEXT REGULAR MEETING – JUNE 15, 2015

This notice is given pursuant to Chapter 21.4(1) of the Code of Iowa and the local rules of said governmental body.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AN ORDINANCE OF THE CITY OF CLEAR LAKE, IOWA, NOW KNOWN AS STOP OR YIELD REQUIREMENTS, CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF CLEAR LAKE, IOWA, BY CHANGING THE PROVISIONS OF SECTION 65.01 TO ADD CERTAIN STOP REQUIREMENTS AND 65.04 TO DELETE YIELD REQUIREMENTS

Be It enacted By The City Council Of Clear Lake, Iowa:

SECTION 1: Section 65.01 of Chapter 65 of the Clear Lake Municipal Code is amended by adding thereto the following:

194. 2nd Avenue North. Vehicles traveling on 2nd Avenue North shall stop at North Shore Drive.

195. 3rd Avenue North. Vehicles traveling on 3rd Avenue North shall stop at North Shore Drive.

196. 4th Avenue North. Vehicles traveling on 4th Avenue N. shall stop at North Shore Drive.

SECTION 2: Section 65.04 (29, 30, & 31) of Chapter 65 of the Clear Lake Municipal Code is hereby amended by deleting the following:

29. 4th Avenue North. Vehicles traveling on 4th Avenue North shall yield at North Shore Drive.

30. 3rd Avenue North. Vehicles traveling on 3rd Avenue North shall yield at North Shore Drive.

31. 2nd Avenue North. Vehicles traveling on 2nd Avenue North shall yield at North Shore Drive.

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: In all other respects, said Chapter now known as Stop Or Yield Requirements, Chapter 65 of the Clear Lake Municipal Code shall remain in full force and effect as originally enacted.

SECTION 5: If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, adoption and publication as provided by law.

PASSED BY THE COUNCIL the _____ day of _____, 2015 and approved this _____ day of _____, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

1st reading:
2nd reading:
3rd reading:

RESOLUTION No. _____

A RESOLUTION ACCEPTING WORK

WHEREAS, on September 15, 2014 the City of Clear Lake, Iowa, entered into a contract with Heartland Asphalt, Mason City, Iowa for the construction of 12th Avenue South Street Resurfacing Project, within the City, as therein described; and

WHEREAS, said contractor has fully completed the construction of said improvements, known as 12th Avenue South Street Resurfacing Project in accordance with the terms and conditions of said contract and plans and specifications, as shown on the certificate of the Engineer filed with the Clerk on May 28, 2015:

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

Section 1. That said report of the Engineer be and the same is hereby approved and adopted and said improvements are hereby accepted as having been fully completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$223,964.13.

PASSED AND APPROVED this 1st day of June, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk



Building a Better World
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May 28, 2015

RE: City of Clear Lake
12th Avenue South Resurfacing
SEH No. CLRLI 128978 14.00

Scott Flory
City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, IA 50428

Dear Mr. Flory:

As evidenced by the Final Payment Certificate dated May 28, 2015, all construction work on the project has been satisfactorily completed except for some remaining punch list items. The contractor intends to complete the items in the next two to three weeks. Short Elliott Hendrickson Inc. (SEH) will monitor the completion of the items and make recommendations to the City with regards to release of retainage at that time.

Based on our review of submittals, periodic site observation and tabulation of final quantities, it is SEH's opinion that the completed work is in general conformance with the approved project plans and specifications. This letter serves as our certificate of completion for the project.

If we can be of further service, please do not hesitate to call.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in cursive script that reads "Michael Danburg".

Michael L. Danburg, PE
Project Manager

p:\ae\c\crl\128978\1-gen\14-corresp\letter of completion.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 215 North Adams Avenue, Mason City, IA 50401-3119
SEH is 100% employee-owned | sehinc.com | 641.424.6344 | 888.908.8166 fax



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May 28, 2015

RE: City of Clear Lake
12th Avenue South Resurfacing Project
FINAL PAYMENT CERTIFICATE

Scott Flory
City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, Iowa 50428

Dear Mr. Flory:

This is to verify that the contractor for the above project, Heartland Asphalt, Inc., has completed to the best of our knowledge, the work identified as complete in compliance with the contract documents.

Total Original Contract Amount	\$220,559.50
Change Order No. 1	<u>\$835.00</u>
Total Contract Amount with Change Orders	\$221,394.50
Total Contract Items Completed	\$223,964.13
Less Retainage (5%)	\$11,198.21
Previous Payment	<u>\$212,182.81</u>
CURRENT AMOUNT DUE	\$583.11

A tabulation of the contract work completed is enclosed.

The Contractor has satisfactorily completed all work except for some remaining punch list items. The Contractor intends to complete the items in the next two to three weeks. Upon completion of the punch list items and providing no claims have been filed, the retainage of \$11,198.21 should be paid to the Contractor.

It is recommended that the City make final acceptance of the project and that the Contractor be paid the current amount due of \$583.11

Please do not hesitate to call if you have any questions.

Sincerely,

Michael L. Danburg, PE
Project Manager

enclosure

c: Heartland Asphalt, Inc., Travis Tarr, 2601 South Federal Avenue, Mason City, Iowa 50401
p:\a\c\clri\12897817-const-svcs\paycert_final.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 215 North Adams Avenue, Mason City, IA 50401-5119
SEH is 100% employee-owned | sehinc.com | 641.424.6344 | 888.908.8166 fax

FINAL PAYMENT CERTIFICATE
12TH AVENUE SOUTH RESURFACING PROJECT
CLEAR LAKE, IOWA
128978
May 28, 2015



NO.	ITEM	CONTRACT QUANTITY		UNIT	UNIT PRICE	AMOUNT TO DATE
		QUANTITY	TO DATE			
1	Mobilization	1	1.00	LS	\$18,240.00	\$18,240.00
2	Traffic Control	1	1.00	LS	\$3,950.00	\$3,950.00
3	Excavation, Below Grade	50	0.00	CY	\$14.10	\$0.00
4	Pavement Removal	45	45.00	SY	\$17.60	\$792.00
5	PCC Pavement or Drive, Class C, 6"	45	45.00	SY	\$70.40	\$3,168.00
6	Oversize Rock Base	75	0.00	TON	\$21.00	\$0.00
7	Aggregate Surfacing, Shoulders and Drives	155	106.81	TON	\$27.50	\$2,937.28
8	Pavement Scarification	290	250.00	SY	\$14.30	\$3,575.00
9	Roadway Reclamation, 12"	7,500	8146.00	SY	\$5.50	\$44,803.00
10	Water for Mixing	100	39.00	1000 GAL	\$7.25	\$282.75
11	Flyash for Mixing	560	602.90	TON	\$67.00	\$40,394.30
12	HMA Surface Mixture, 2"	925	1013.00	TON	\$83.50	\$84,585.50
13	HMA Leveling Mixture	95	0.00	TON	\$83.50	\$0.00
14	Fixture Adjustment, Manhole	2	2.00	EA	\$925.00	\$1,850.00
15	Fixture Adjustment, Valve Box	2	2.00	EA	\$125.00	\$250.00
16	Storm Sewer Pipe, 24", RCP	65	63.00	LF	\$65.00	\$4,095.00
17	Storm Sewer Pipe, 15", RCP	28	28.00	LF	\$60.00	\$1,680.00
18	Storm Intake, SW-501	1	1.00	EA	\$3,200.00	\$3,200.00
19	Storm Intake, SW-503	1	1.00	EA	\$4,700.00	\$4,700.00
20	Apron, 24" RCP	1	1.00	EA	\$1,100.00	\$1,100.00
21	Special Backfill Material, Trench	50	131.25	TON	\$20.00	\$2,625.00
22	Erosion Stone	10	5.75	TON	\$50.00	\$287.50
23	Turf Restoration	5	5.58	SQ	\$110.00	\$613.80
TOTAL PROJECT						\$223,129.13
Change Order No. 1						
1	Remove Existing Storm Sewer Pipe, CMP, 12"	1	1.00	LS	\$675.00	\$675.00
2	Insulation	8	8.00	LF	\$20.00	\$160.00
TOTAL CHANGE ORDER NO. 1						\$835.00
TOTAL PROJECT WITH CHANGE ORDER						\$223,964.13

RESOLUTION #15-_____

A RESOLUTION AUTHORIZING APPROVAL OF A CHAPTER 28E
INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF VENTURA, IOWA, AND THE CITY OF CLEAR LAKE, IOWA,
FOR THE PURPOSES OF PROVIDING LAW ENFORCEMENT SERVICES AND
PROTECTION FOR THE CITY OF VENTURA, IOWA

WHEREAS, Iowa Code, Section 28E, permits political subdivisions to make efficient use of their powers by enabling them to provide joint services with other Public Agencies and to cooperate in other ways of mutual advantage, and to exercise and enjoy jointly powers, privileges or authority exercised or capable of being exercised by one public agency of this state or private agencies for the joint or cooperative actions; and

WHEREAS, the City of Clear Lake is a political subdivision being duly organized and existing under and by virtue of the laws and constitution of the State of Iowa; and

WHEREAS, the parties desire to create a separate legal entity under Chapter 28E of the Code of Iowa to provide for law enforcement services and protection; and

WHEREAS, this Governing Body desires to accept the Intergovernmental Cooperation 28E Agreement with the City of Clear Lake, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Clear Lake, Iowa:

SECTION 1. That the Intergovernmental Cooperation 28E Agreement with the City of Clear Lake and the City of Ventura, Iowa should be and the same is hereby approved and adopted from July 1, 2015 to June 30, 2018, following the date of approval by all parties.

SECTION 2. That the Mayor and City Clerk of the City of Clear Lake should be and are hereby directed and authorized to execute any and all such documents as may be deemed necessary and appropriate to effect the execution of this 28E Agreement and to carry out the intend and purpose of this Resolution and 28E Agreement.

PASSED AND APPROVED this 1st day of June, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

Preparer Information and return copy to: Scott Flory, City Administrator, City of Clear Lake, 15 N. 6th Street., PO Box 185, Clear Lake IA 50428

**EXTENSION AND AMENDMENT TO CHAPTER 28E AGREEMENT
POLICE SERVICES AGREEMENT BETWEEN THE CITY OF CLEAR LAKE, IOWA
AND THE CITY OF VENTURA, IOWA**

This Agreement is made pursuant to Chapter 28E of the Iowa Code between the City of Clear Lake, Iowa, and the City of Ventura, Iowa.

WHEREAS the City of Clear Lake, Iowa and the City of Ventura, Iowa have entered into such an agreement for the provision of 24 hour police services to the City of Ventura by the City of Clear Lake, said Agreement filed January 30, 2012 as Document M503468; and

WHEREAS the Agreement expires by its terms on June 30, 2015, unless extended by the City of Clear Lake, Iowa and the City of Ventura, Iowa; and

WHEREAS the City of Clear Lake, Iowa and the City of Ventura, Iowa both desire to extend the Agreement for an additional Three year term; and

WHEREAS the City of Clear Lake, Iowa and the City of Ventura, Iowa both desire to amend certain portions of the Agreement.

NOW, THEREFORE, the City of Clear Lake, Iowa and the City of Ventura, Iowa desire to extend and amend the provisions of the previously enacted 28E agreement to allow for an increase costs to the City of Clear Lake, Iowa involved in implementing this Agreement do hereby agree as follows:

That Paragraph 2 of the 28E Agreement filed as Document 2012 #M503468 is hereby amended to read as follows:

2. This agreement shall be for a period of three fiscal years, commencing on July 1, 2015 and terminating June 30, 2018, and that notice of intent to negotiate an extension of this Agreement

That Paragraph 4 of the 28E Agreement filed as Document 2012-M503468 is hereby amended to read as follows:

4. The City of Ventura will pay the City of Clear Lake for the provisions of law enforcement services as follows:

Personnel:

Year One: \$83,896.25 (FY 15-16)
Year Two: \$85,993.66 (FY 16-17)
Year Three: \$88,143.51 (FY 17-18)

Fuel and Vehicle Maintenance:

Year One: \$3,000
Year Two: \$3,000
Year Three \$3,000

These payments are to be made semiannually.

In addition to the payments set forth above, the City of Ventura shall annually set aside \$15,000 in a replacement vehicle reserve fund for the duration of this agreement. This money shall be used for the purchase of a new squad car. Should a new or amended 28E agreement between the cities be made in the final year of this agreement, to continue police services beyond the term of this agreement, this money shall be utilized by the City of Clear Lake for the purchasing of a new squad car. When the money for a new squad car becomes available, the Clear Lake Police Department will place an order for a new squad car. When delivery of that new squad car takes place, this money shall be transferred to the City of Clear Lake. Should a new or amended 28E agreement not be made to extend the provision of services beyond the three years of the current agreement, these funds shall be retained by the City of Ventura.

In all other respects the 28E Agreement filed January 30, 2012 as Document 2012-M503468 shall remain in full force and effect.

This Extension and Amendment shall become effective upon its approval and execution by the City of Clear Lake, Iowa and the City of Ventura, Iowa and its recording with the Iowa Secretary of State and the Cerro Gordo County, Iowa Recorder.

CITY OF CLEAR LAKE, IOWA

By:

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk

State of Iowa)
) ss
Cerro Gordo County)

On this ___ day of June, 2015, before me, a notary public for the State of Iowa, personally appeared Nelson P. Crabb and Jennifer Larsen, to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clear Lake, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Clear Lake, Iowa by the authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the 1st day of June, 2015 and that Nelson P. Crabb and Jennifer Larsen acknowledged the execution of the instrument to be the voluntary act and deed of the City of Clear Lake, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF VENTURA, IOWA

By _____
Lynn Benson, Mayor

ATTEST:

City Clerk

State of Iowa)
)ss
Cerro Gordo County)

On this ____ day of _____, 2015, before me, a notary public for the State of Iowa, personally appeared Lynn Benson and Else Taylor, to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ventura, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Ventura, Iowa by the authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2015 and that Lynn Benson and Else Taylor acknowledged the execution of the instrument to be the voluntary act and deed of the City of Ventura, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGE(S)

TO OWNER:
City Of Clear Lake
15 North 6th St
Clear Lake, IA 50428

PROJECT: City Of Clear Lake
Municipal Building
Roof Replacement
Clear Lake, IA

APPLICATION NO: 1

Distribution to:

- OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Mid-West Roofing Company
225 18th Street SE
Mason City, IA 50401

VIA ARCHITECT: Waggoner & Wineinger Archt
15 South Federal Ave
Mason City, IA 50401

PERIOD TO: 5/22/2015

PROJECT NOS: 15-104

MAY 21 2015

CONTRACT FOR: Roofing & Sheet Metal

CONTRACT DATE: 4/7/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

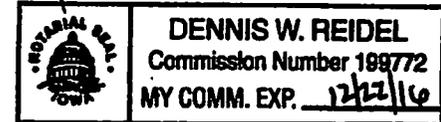
1. ORIGINAL CONTRACT SUM	\$ 141,500.00 ✓
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 141,500.00 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 97,920.00 ✓
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 4,896.00
b. 5% of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 4,896.00 ✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 93,024.00 ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 93,024.00 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 48,476.00 ✓

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.

CONTRACTOR:

By: Rodney C. Martin Date: 5-19-15

State of: Iowa County of: Cerro Gordo
Subscribed and sworn to before me this 19th of May 2015
Notary Public: Dennis W. Reidel
My Commission expires: 12/22/16



ARCHITECT'S CERTIFICATE FOR PAYMENT

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 is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 93,024.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Waggoner & Wineinger Architects

By: Mark E. Kussman Date: 5/21/15

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
APPLICATION DATE: 5/19/15

PERIOD TO: 5/22/15

In tabulations below, amounts are stated to the nearest dollar.

ARCHITECT'S PROJECT NO: 15-014

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Roofing Materials	\$34,180.00		\$34,180.00		\$34,180.00	100.00%	\$0.00	\$1,709.00
2	Insulation	\$32,190.00		\$32,190.00		\$32,190.00	100.00%	\$0.00	\$1,609.50
3	Lumber	\$1,405.00		\$800.00		\$800.00	56.94%	\$605.00	\$40.00
4	Sheetmetal Materials	\$3,520.00						\$3,520.00	
5	Roofing Labor	\$49,380.00		\$27,160.00		\$27,160.00	55.00%	\$22,220.00	\$1,358.00
6	Sheetmetal Labor	\$6,705.00						\$6,705.00	
7	Bid Bond	\$1,320.00		\$1,320.00		\$1,320.00	100.00%	\$0.00	\$66.00
8	Equipment	\$2,210.00		\$1,105.00		\$1,105.00	50.00%	\$1,105.00	\$55.25
9	Trucking & Landfill	\$2,330.00		\$1,165.00		\$1,165.00	50.00%	\$1,165.00	\$58.25
10	Subcontractor	\$8,260.00						\$8,260.00	
	GRAND TOTALS	\$141,500.00 ✓	\$0.00	\$97,920.00 ✓	\$0.00	\$97,920.00 ✓	69.20% ✓	\$43,580.00 ✓	\$4,896.00 ✓

RESOLUTION # _____

A RESOLUTION APPROVING AN AMENDMENT TO THE LADY-OF-THE-LAKE LEASE TO PERMIT TRANSFER OF THE LAKESHORE LEASE AND TO EXTEND THE LEASE UNTIL JUNE 30, 2018, AND AUTHORIZING THE MAYOR & CITY CLERK TO EXECUTE THE APPROPRIATE DOCUMENTS

WHEREAS, Roger & Dotty Nordman previously entered into a Lakeshore lease with the City of Clear Lake on March 10, 2014; and

WHEREAS, Roger & Dotty Nordman have reached an agreement to sell the Lady-of-the-Lake and business to John Berhow and Scott & Niki Monson (Buyers); and

WHEREAS, the Buyers have requested an assignment of the Lakeshore lease and extension of the lease term in order to complete the transaction; and

WHEREAS, Roger & Dotty Nordman have provided a written request to the City requesting a transfer and extension of the Lakeshore lease agreement to Buyers; and

WHEREAS, Section 6 of the Lease Agreement provides that the lease shall not be assigned, transferred, or sub-leased, to any other person without the prior written consent of the City; and

WHEREAS, the Buyers have agreed to abide by all covenants, terms, and conditions of the lease.

NOW, THEREFORE, BE IT RESOLVED that the Clear Lake City Council hereby approves the assignment and extension of the Lakeshore lease and authorizes the Mayor & City Clerk to execute the appropriate documents.

PASSED AND APPROVED by the Clear Lake City Council this 1st day of June, 2015.

CITY OF CLEAR LAKE

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

ASSIGNMENT OF LAKESHORE LEASE AGREEMENT INCLUDING
AMENDMENT(S) – LADY-OF-THE-LAKE

This Assignment, including Amendment(s), of Lakeshore Lease is made as of June 1, 2015, by and between Roger & Dotty Nordman and Jon Berhow, and Scott & Niki Monson and the City of Clear Lake, Iowa, a municipal corporation.

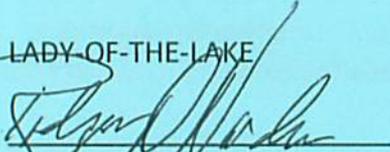
Section 1. Roger & Dotty Nordman desire to assign their rights and obligations under the Lease to Jon Berhow and Scott & Niki Monson and be released from the obligations of the Lease, and Jon Berhow and Scott & Niki Monson desire to accept the assignment of the Lease from Roger & Dotty Nordman and assume all responsibilities and obligations under the Lease.

Section 2. All aspects of the Lakeshore Lease agreement approved on March 10, 2014, shall remain unchanged and in full force and effect with the following exceptions:

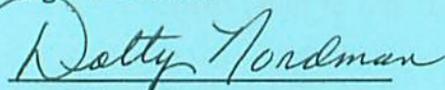
- a. Term. The term of the Lakeshore lease agreement shall expire on June 30, 2018.
- b. Electricity costs. The City shall be reimbursed the monthly cost of electricity based upon the average monthly expense of the prior two year's actual usage.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be fully executed as of the date first stated above.

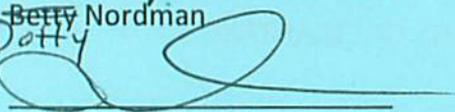
LADY-OF-THE-LAKE



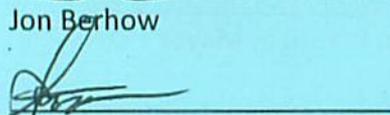
Roger Nordman



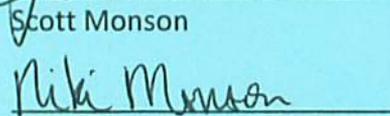
Betty Nordman
Dotty



Jon Berhow



Scott Monson



Niki Monson

CITY OF CLEAR LAKE

Nelson P. Crabb, Mayor

Jennifer Larsen, City Clerk

LEASE

THIS LEASE made and entered into this 10th day of March, 2014, by and between the CITY OF CLEAR LAKE, IOWA, a municipal corporation, hereinafter referred to as "CITY", and LADY OF THE LAKE INC., hereinafter referred to as "TENANT".

WITNESSETH: That the CITY has this day, in consideration of the covenants of TENANT hereinafter contained, leased to TENANT the following described premises, to-wit:

One Hundred Thirty-nine (139) feet of shoreline starting Nine (9) feet West of the West end of the City seawall and running West a distance of One Hundred Thirty-nine (139) feet.

TERM. The term of this Lease shall be from March 16, 2014, through March 15, 2017, at a total rent of FIVE HUNDRED DOLLARS (\$500.00) per year, payable upon execution of this Lease.

PURPOSE. The TENANT shall be allowed to construct a commercial dock for his use in docking the excursion boat, Lady Of The Lake. If off loading from the front of the boat is desired, the TENANT must build a platform according to the direction of the CITY's Building Official.

LIABILITY. TENANT shall obtain \$1,000,000 liability insurance naming the CITY as an additional insured.

SEWAGE DISPOSAL. If TENANT operates a boat from this location with restroom facilities, the TENANT shall remove all sewage materials from said boat and not discharge said sewage into the waters of Clear Lake.

ADDITIONAL PROVISIONS.

1. TENANT must comply with all Coast Guard and Department of Natural Resources safety regulations with regard to the operation of a commercial excursion boat.
2. TENANT agrees to comply with all state and city ordinances with regard to noise in his operation of the excursion boat, either docked or upon the waters of Clear Lake.
3. Upon any default by TENANT in accordance with the terms and provisions of this Lease, this Lease may, at the option of the CITY, be cancelled and forfeited, provided, however, before any such cancellation and forfeiture, CITY shall give TENANT written notice specifying the default or defaults, and stating that this Lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default or defaults are remedied within such grace period.
4. After the termination of this Lease for any reason, the TENANT shall have forty-five (45) days to remove the dock and other appurtenances installed by him, and if TENANT

shall fail to remove same, the CITY may remove same and the expense for such removal shall be immediately due and payable to the CITY from the TENANT.

5. TENANT shall not sublet or permit parties, other than boat customers, to make use of the leased premises or permit the use of same for any other business or commercial purpose except by the written permission of the CITY.

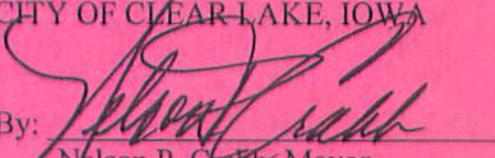
6. TENANT shall not assign or transfer this Lease and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of CITY.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

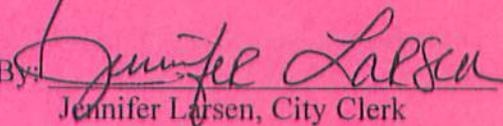
IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the above date.

CITY OF CLEAR LAKE, IOWA

By:


Nelson P. Crabbe, Mayor

By:


Jennifer Larsen, City Clerk

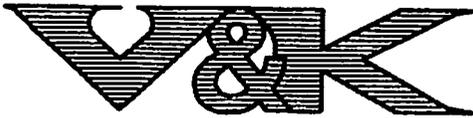
LADY OF THE LAKE INC.

By:


Rodger Nordman

By:


Dotty Nordman



VEENSTRA & KIMM, INC.

2800 Fourth Street SW, Suite 9 • Mason City, Iowa 50401-1596
 641-421-8008 • 641-380-0313(FAX) • 877-241-8008(WATS)

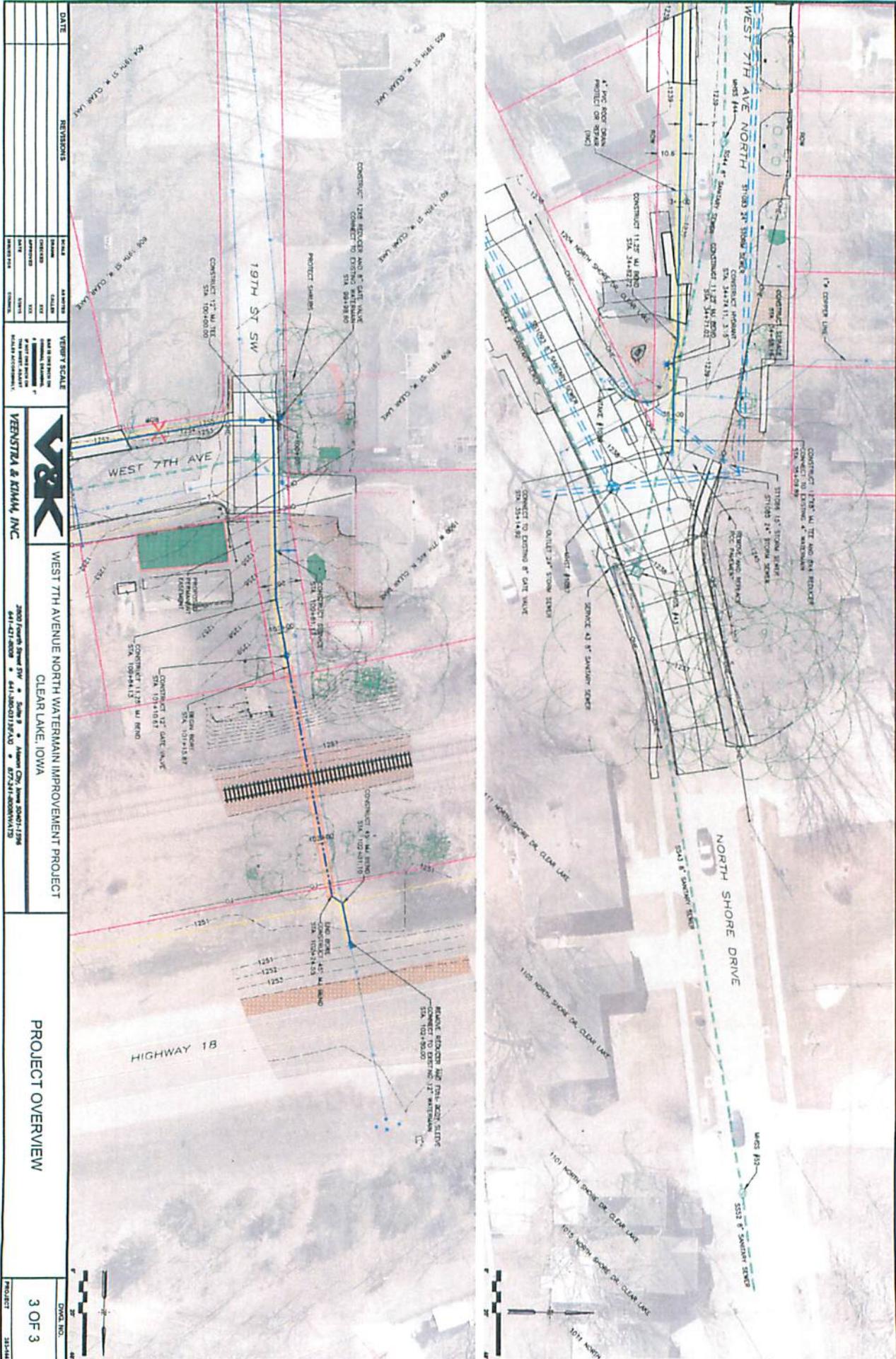
ENGINEER'S OPINION OF PROBABLE COST

PROJECT: WEST 7TH AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT
 OWNER: CITY OF CLEAR LAKE
 LOCATION: CLEAR LAKE, IOWA

JOB NO: 363144
 DATE: 5/28/2015
 ESTIMATED BY: CALLEN
 REVIEWED BY: JP

OPTION 3 - SOUTH SIDE OF ROADWAY WITH PARTIAL WIDTH DRIVEWAY REPLACEMENT

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
DIVISION 1 - GENERAL					
1.01	MOBILIZATION	LS	\$16,000.00	1	\$16,000.00
1.02	TRAFFIC CONTROL	LS	\$5,000.00	1	\$5,000.00
1.03	ROADWAY PAVEMENT REMOVALS	SY	\$6.00	350	\$2,100.00
1.04	DRIVEWAY PAVEMENT REMOVALS	SY	\$9.00	590	\$5,310.00
1.05	CLEARING AND GRUBBING *ASSUMED QUANTITY	UNIT	\$35.00	161	\$5,635.00
1.06	GRANULAR BACKFILL MATERIAL *ASSUMED QUANTITY	TONS	\$16.00	250	\$4,000.00
1.07	STABILIZING MATERIAL *ASSUMED QUANTITY	TONS	\$20.00	60	\$1,200.00
1.08	JACK AND BORE 24" STEEL CASING	LF	\$200.00	100	\$20,000.00
1.09	RAILROAD INSURANCE	LS	\$2,500.00	1	\$2,500.00
SUB TOTAL GENERAL BID=					\$61,745.00
DIVISION 2 - EROSION CONTROL					
2.01	SILT FENCE	LF	\$2.50	200	\$500.00
2.02	PERIMETER AND SEDIMENT CONTROL DEVICE, 9 INCH	LF	\$3.50	100	\$350.00
2.03	INTAKE FILTER	EACH	\$250.00	4	\$1,000.00
SUB TOTAL EROSION CONTROL BID=					\$1,850.00
DIVISION 3 - SANITARY SEWER					
3.01	CONNECT TO EXISTING SANITARY SEWER MAIN	EACH	\$500.00	2	\$1,000.00
3.02	SANITARY SEWER MAIN, WATERMAIN QUALITY PIPE, 8"	LF	\$60.00	12	\$720.00
3.03	SANITARY SEWER SERVICE, 4" *ASSUMED QUANTITY	LF	\$30.00	50	\$1,500.00
3.04	SANITARY SEWER SERVICE, 6" *ASSUMED QUANTITY	LF	\$36.00	150	\$5,400.00
SUB TOTAL SANITARY SEWER BID=					\$8,620.00
DIVISION 4 - STORM SEWER					
4.01	CONNECT TO EXISTING STORM SEWER	EACH	\$500.00	2	\$1,000.00
4.02	DRAIN TILE POINT REPAIR, 4-8" DIAMETER *ASSUMED QUANTITY	EACH	\$500.00	5	\$2,500.00
4.03	STORM SEWER PIPE, RCP WITH GASKETS, 15" DIA.	LF	\$60.00	12	\$720.00
SUB TOTAL STORM SEWER BID=					\$4,220.00
DIVISION 5 - WATER MAIN					
5.01	CONNECT TO EXISTING WATER MAIN	EACH	\$500.00	5	\$2,500.00
5.02	FIRE HYDRANT REMOVAL AND SALVAGE	EACH	\$500.00	2	\$1,000.00
5.03	WATER MAIN, OPEN CUT, PVC, 4" DIA.	LF	\$40.00	20	\$800.00
5.04	WATER MAIN, OPEN CUT, PVC, 6" DIA.	LF	\$60.00	27	\$1,620.00
5.05	WATER MAIN, OPEN CUT, PVC, 8" DIA.	LF	\$45.00	20	\$900.00
5.06	WATER MAIN, OPEN CUT, PVC, 12" DIA.	LF	\$42.00	2,480	\$104,160.00
5.07	WATER MAIN, DIRECTIONAL BORE, PVC, 12" DIA.	LF	\$120.00	200	\$24,000.00
5.08	WATER MAIN, THRU STEEL CASING, PVC, 12" DIA.	LF	\$55.00	100	\$5,500.00
5.09	6" GATE VALVE	EACH	\$1,000.00	6	\$6,000.00
5.10	8" GATE VALVE	EACH	\$1,350.00	3	\$4,050.00
5.11	12" GATE VALVE	EACH	\$2,200.00	5	\$11,000.00
5.12	WATER MAIN, FITTINGS	LBS	\$7.50	2,820	\$21,150.00
5.13	WATER SERVICES, OPEN CUT, 3/4" COPPER	LF	\$25.00	186	\$4,650.00
5.14	WATER SERVICES, DIRECTIONAL BORE, 3/4" COPPER	LF	\$40.00	427	\$17,080.00
5.15	3/4" CORPORATION	EACH	\$250.00	33	\$8,250.00
5.16	3/4" CURB STOP AND BOX	EACH	\$300.00	33	\$9,900.00
5.17	WATER SERVICES, OPEN CUT, 1" COPPER	LF	\$30.00	20	\$600.00
5.18	1" CORPORATION	EACH	\$275.00	2	\$550.00
5.19	1" CURB STOP AND BOX (ASSUMED QUANTITY)	EACH	\$325.00	2	\$650.00
5.20	FIRE HYDRANT	EACH	\$2,500.00	6	\$15,000.00
5.21	WATER MAIN SYSTEM & COMPACTION TESTING	LS	\$4,500.00	1	\$4,500.00
SUB TOTAL WATER MAIN BID=					\$243,860.00
DIVISION 6 - PAVEMENT					
6.01	TEMPORARY AGGREGATE SURFACE COURSE, 6"	TONS	\$18.00	245	\$4,410.00
6.02	MODIFIED SUBBASE, 6"	SY	\$5.50	350	\$1,925.00
6.03	PCC ROADWAY PAVEMENT WITH INTEGRAL CURB & GUTTER, 6" THICK	SY	\$45.00	350	\$15,750.00
6.04	PCC CURB & GUTTER, 2.5'	LF	\$40.00	100	\$4,000.00
6.05	PCC DRIVEWAY PAVEMENT, 6" THICK	SY	\$43.00	584	\$25,112.00
SUB TOTAL PAVEMENT BID=					\$51,197.00
DIVISION 7 - LANDSCAPE					
7.01	TOPSOIL IMPORT AND SPREAD *ASSUMED QUANTITY	CY	\$20.00	600	\$12,000.00
7.02	SEED, FERTILIZER, AND MULCH	SQ	\$15.00	315	\$4,725.00
7.03	SCD	SQ	\$65.00	17	\$1,072.50
SUB TOTAL LANDSCAPE BID=					\$17,797.50
ESTIMATED COST OF CONSTRUCTION=					\$769,289.50



DATE	REVISIONS

VENSTRA & KIMM, INC.

WEST 7TH AVENUE NORTH WATERMAIN IMPROVEMENT PROJECT
CLEAR LAKE, IOWA

2000 Fourth Street SW • Suite 2 • Ames, IA 50010-1298
515-281-1000 • 515-281-1000 • 515-281-1000

PROJECT OVERVIEW

3 OF 3

DATE: 05/14/15

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CLEAR LAKE

AND

TEAMSTERS LOCAL UNION NO. 238

CLEAR LAKE POLICE DEPARTMENT

~~JULY 1, 2012 TO JUNE 30, 2015~~

JULY 1, 2015 TO JUNE 30, 2018

This agreement made and entered into by and between the CITY OF CLEAR LAKE, IOWA, hereinafter referred to as the "EMPLOYER," and TEAMSTERS LOCAL UNION NO. 238, MASON CITY, IOWA, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION."

ARTICLE 1: EMPLOYER

1.1 MANAGEMENT RIGHTS

The Employer reserves the right to make decisions concerning all matters not specifically addressed to by this Agreement. Such right shall include, but not be limited to, the following matters: efficient management of the police department; determination of the services to be rendered or not rendered; purchase of services; size of the work force; hiring, assignment and layoff of employees; modify the work day or work week, direct the work force, assign work and determine the number of the employees assigned to operations; establish work schedules; modify departmental rules and regulations; approve courses in educational incentive programs; transfer or promote employees; evaluate employees for promotion or any assignment.

1.2 The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.

1.3 The term "employee" as used in this Agreement shall include all of the employees of the Employer in the Department located at Clear Lake, Iowa, as defined and as amended by the Public Employee Relations Board certification on file in this matter.

1.4 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representatives of the Union.

1.5 The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2: DEPARTMENTS AND HOURS OF WORK

2.1 There shall be two departments as follows: Department No. 1 - Police: Department No. 2 - Dispatchers, Matrons and Parking Enforcement Personnel.

2.2 Department No. 1 shall work six days on and three days off.

2.3 Department No. 2 may work a six (6) day on and three (3) day off schedule, subject to the exemptions and exceptions provided by Sections 7(b)(1) and/or 7(b)(2) of the Fair Labor Standards Act.

2.4 Department No. 1 shall work eight and one-half hours per day and Department No. 2 shall work eight hours per day.

2.5 Employees in Departments No. 1 and No. 2 shall have a probationary period of six (6) months during which probationary period they may be discharged without further recourse.

2.6 Shift change day light savings time. The annual changes in hours created by changing from Standard Time to Daylight Savings Time back to Standard Time shall be considered an even exchange of hours and no adjustments in compensation shall be made.

2.7 Training hours.

A. Officers shall work 6 days on, 3 days off, with 8 ¼ hour (8 hour 15 minute) shifts for the term of this contract. They will be paid for 8 ½ hours for each shift. This schedule reduces the hours an officer works over the year by 60 hours for which they are paid.

B. These hours or a portion of these hours as specified in this agreement will be identified as payback hours that are to be used for training purposes only

C. Each officer shall participate in up to 20 hours of mandatory off-duty training without additional compensation during the term of this contract.

D. Officers requesting optional training over the initial 20 hours of mandatory training will not be compensated for the next 40 hours of training.

E. Officers who are requested to attend training with payback hours over the initial 20 hours may decline such training. If such a request is declined, the Chief may assign the officer to such training, with proper notice and compensate the officer by paying overtime according to the terms of this agreement.

F. ~~Each quarter~~ **Annually, during each** of the term of this agreement, the lieutenant in charge of training will evaluate each officer's training status. Each officer will be informed on how many payback hours they have used for the year.

G. At the end of the calendar year, any payback hours not used for training will expire without penalty.

H. The Chief or Lieutenant scheduling training will give officers a minimum of 5 days' notice for mandatory training. This requirement may be waived by the officer.

I. Officers will not be assigned training during scheduled vacation periods.

J. Training will be provided in 4 hour blocks of time, unless impractical.

K. Where travel to the training site is over 50 road miles from the Clear Lake Police

Department, travel time will be counted towards payback hours.

ARTICLE 3: CHECK-OFF

3.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorizations by the Employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues, or initiation fees from the wages of any employee in the bargaining unit as provided by this section. The employer agrees to comply with the Fair Share law, if applicable.

3.2 Regular full time employees may elect to implement a predesignated monthly credit union check-off by furnishing the Employer with an approved written authorization form not less than fifteen days prior to the effective withholding date (which must always be the first pay date of each calendar month).

3.3 No deductions will be made for delinquent dues, initiation fees, assessments or credit union check-off in the event that the wages of the employee for the said period are insufficient to cover the deductions.

3.4 The Employer shall be obligated to make deductions from the salary of an employee who has executed a written authorization only for such period of time that the employee remains in the employ of the Employer.

3.5 Should an employee resign or otherwise have his/her employment terminated, it shall be the responsibility of the Union to collect by means other than the dues deduction any amount purportedly owing.

3.6 The employer agrees to allow a representative of the Local Union 15 minutes of time with any new employee during the training period, to discuss the benefits of having a collective bargaining unit in the workplace. The employer further agrees it will not discourage employees from joining the Union.

ARTICLE 4: STEWARDS

4.1 The Employer recognizes the right of the Union to designate one (1) job steward for each shift to handle such Union business as may from time to time be delegated to them by the Union.

4.2 Job stewards have no authority except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of job stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline,

including discharge without recourse, to such job steward, or stewards, in the event the job steward, or stewards, have taken action in violation of this Agreement.

ARTICLE 5: DISCHARGE OR SUSPENSION

5.1 The Employer shall not discharge or suspend an employee without just cause. Warning notices may be given where deemed appropriate. Provided, however, warning notice shall not be granted in cases of serious misconduct. Any employee may request an investigation as to his/her discharge or suspension. In the event of suspension or discharge, it shall be the responsibility of the employee to actively seek other employment after said discharge or suspension and to hold the Employer harmless from liability for the failure to request the employee to do so during the investigative process. Should an investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at their usual rate of pay while out of work. Appeal from discharge or suspension must be taken within five (5) working days by written notice unless such time limit is extended by mutual consent of the parties.

5.2 Progressive discipline shall be used for violations of Policies and Procedures, any warning notices shall remain in effect for a period of 12 months. A Copy of the Discipline shall be forwarded to the Union.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

6.2 Every employee covered by the terms of this Agreement shall have the right to present grievances in accordance with these procedures. The employee has the right to have the Union representative present at any stage of the grievance procedure.

6.3 The failure of a person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the Chief of Police or his/her designee.

Second Step: If the grievance cannot be resolved informally, the aggrieved person shall file the grievance in writing, and, at a mutually agreeable time discuss the matter with the City Council designee. The written grievance must be filed by using the preprinted forms available at the Police Department and which shall state the nature of the grievance, shall note the specific clause or clauses of the contract violated and shall state the remedy requested. The filing of the formal, written grievance must be filed by using the preprinted forms available at the Police Department and which shall state the nature of the grievance, shall note the specific clause or clauses of the contract violated and shall state the remedy requested. The filing of the formal, written grievance at the Second Step

must be within seven (7) working days from the date of the occurrence of the event giving rise to the grievance unless the grievance involves a discharge or suspension which must be within five (5) working days. The City Council designee shall make a decision on the grievance and communicate it in writing to the grieving person within ten (10) working days after receipt of the grievance. If the grievance is not resolved satisfactorily at step Two, either party may request a 3rd party mediator in an effort to reach a settlement prior to proceeding to the Third Step.

Third Step: If the grievance is not resolved satisfactorily at Step Two, there shall be available a Third Step of impartial, binding arbitration. The grievant shall submit in writing a request to the City Council designee within twenty (20) working days from the receipt of the Step Two answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the Public Employment Relations Board (PERB) will be requested to provide a panel of seven arbitrators who shall be members in good standing of the National Academy of Arbitrators. After the parties determine by lot who strikes first, then the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

6.4 Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

6.5 The arbitrator in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the employer and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE 7: VACATIONS

7.1 All full-time employees covered by the terms of this Agreement shall receive a vacation with their regular pay on the following basis:

After one year of continuous service	One Week
After two years of continuous service	Two Weeks
After six years of continuous service	Three Weeks
After twelve years of continuous service	Four Weeks
After twenty years of continuous service	Five Weeks*

* Five (5) weeks of vacation shall be limited to only those employees who have achieved twenty (20) years of continuous service and who also have a date of hire/anniversary date of 1-1-96 or before.

7.2 A week of vacation is equal to the number of days in his/her regular shift as established by the Chief of Police and actually worked during the time of accrual of vacation benefits. In the

case where an employee has worked different length shifts during the accrual period the shift length that represents the majority of his/her actual work time shall prevail as the determinate of vacation week days. Under no circumstances shall a work week equal more than six (6) days.

7.3 January 1st through March 1st of each year shall constitute the vacation bid period. During this period of time, the Chief of Police or his/her designee shall post a vacation schedule upon which employees of Department No. 1 and Department No. 2 may sign up for vacation in accordance with their department seniority. **The Chief of Police shall notify employees of seniority based bid vacation approvals by March 6th.**

After March 1st of each year, any vacation period not taken will be granted to the employee on a first come, first serve basis. The Chief of Police, or his/her designee, reserves the right to limit the number of employees per department on vacation but shall allow a minimum of one employee per department at any one time. When staffing allows and no overtime is created additional vacation may be granted per department. It is further agreed that the employees in Department No. 1 shall not take vacation during the week of July 4th. It is further agreed and understood that the Chief of Police shall have the right to recall any employee or employees on any vacation if in his/her opinion an emergency exists provided that the employee(s) are within a fifty (50) mile radius of the City of Clear Lake.

7.4 Department No. 1 employees may split two (2) vacation week into any number of single or multiple days provided that an employee gives at least a ten (10) days advanced notice of intent to use said block of vacation time to the Chief of Police and received approval from the Chief of Police. Thereafter, they are limited to vacation blocks that are at least equal to one (1) vacation week.

Department No. 2 employees may take vacation in blocks of one (1) to six (6) days provided that an employee gives at least a ten (10) days advanced notice of intent to use said block of vacation time to the Chief of Police and received approval from the Chief of Police.

After receiving requests for vacations the Chief of Police or his/her designee shall have **five (5)** working days in which to approve or disapprove said request.

7.5 Vacation must be taken by employees during the year (12 months following the employee's anniversary date) in which they are earned or they will be forfeited unless approval by the Chief of Police, or his/her designee, has been obtained.

ARTICLE 8: FUNERAL LEAVE

8.1 Employees will be permitted to take time off from work with pay for funeral leave in accordance with the schedule listed below. The Chief of Police may extend the time for funeral leave with or without pay at his/her sole discretion.

8.2 Full-time, permanent employees, who have completed six months of employment and who miss work following the death of an "immediate family member" as hereinafter defined,

will be given time off from work with pay, if requested, in the following amounts: (the days will be taken consecutively).

- a. Spouse - five days
- b. Children (including stepchildren) - five days
- c. Parents (including stepparents) - five days
- d. Brothers - three days
- e. Sisters - three days
- f. Parents-in-law - three days
- g. Grandchildren - three days
- h. Grandparents - three days
- i. Brothers/Sisters-in-law - three days

8.3 The employee will notify the Chief of Police or his/her designee of the request for funeral leave before departing. In addition, the employee shall forward in writing such request for funeral leave, explaining the absence and indicating the dates as soon as the employee can.

ARTICLE 9: OTHER LEAVES OF ABSENCE

9.1 Leaves of absence may be granted, when requested by employees, at the discretion of the Chief of Police or his/her designee.

ARTICLE 10: SENIORITY

10.1 All current and new jobs will be offered by bid to employees within the same job classification and awarded by seniority.—When new jobs or vacancies are made outside the job classification of current employees or the job description of the open job is different than the job the employee currently holds; an employee must qualify to meet the requirements of the new job or vacancy. Employees selected to fill an opening in a new job or vacancy outside of their current job classification, or a job with a different job description, are subject to a 6 month probationary period.

The seniority of qualifying employees will be given consideration as one of the factors in selection for promotion. Employees that are awarded a promotion are subject to a six (6) month probationary period.

10.2 The Chief of Police or his/her designee has the exclusive right to make temporary assignments. However, unless a temporary assignment is required to fill a vacancy of an employee on an approved leave of absence, the Chief of Police shall not make temporary assignments for a period of more than sixty (60) calendar days in duration.

10.3 In the event a layoff becomes necessary, the Employer agrees to recognize seniority providing the employees are qualified to perform the work remaining.

10.4 Seniority shall commence upon the last date of hire and shall be based upon actual continuous length of service for which payment has been received by the employee, provided,

however, that in the first twelve months of employment, the employee will not be allowed to exercise any seniority rights.

Seniority in the employment relationship shall be broken and terminated if an employee quits, is discharged, fails to report to work within three working days after having been recalled from layoff, fails to report to work at the termination of an approved leave of absence, accepts other employment while on an approved leave of absence, unless prior permission is granted, retires, or is on layoff for a period of more than one year.

ARTICLE 11: PROMOTION OR TRANSFER

11.1 After a handicapped individual is employed, the Employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601A.13 Code of Iowa, 1977, as amended).

ARTICLE 12: NONDISCRIMINATION

12.1 The Employer and the Union agree not to discriminate against any individual's race, color, religion, physical handicap, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his/her race, color, religion, physical handicap, sex or national origin. Wherever the male gender is used in this Agreement, it shall also include the female.

ARTICLE 13: CONDITIONS OF EMPLOYMENT

13.1 The Employer and employees recognize certain informal working conditions have been enjoyed by the employees. Even though items of this nature have not been specifically negotiated, both parties agree in good faith to continue these conditions unless the Employer, in its discretion, deems changes necessary. The Employer agrees not to make changes in an arbitrary manner.

ARTICLE 14: JURY PAY

14.1 The Employer shall pay all regular employees serving on any jury the difference between jury pay and his/her regular wages while in such service. If the employee is discharged from the jury before the workday ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

14.2 Any officer required to appear at any court hearing, including but not limited to District Court or Magistrates Court, will be paid for the time actually spent.

If the required appearance falls on a non-duty day, the officer shall be paid a minimum of two and one half (2½) hours at applicable overtime rates or the actual time spent, whichever is greater.

If the officer's court appearance time is more than two (2) hours before or after his/her regular shift, the officer shall be paid a minimum of two (2) hours at applicable overtime rates or the actual time spent, whichever is greater.

If the officer's court appearance time is less than two (2) hours before or after his/her regular shift, the officer shall be for actual time spent at the applicable rates.

If the officer can conduct his/her requirements of the court via the telephone, then it shall be his/her obligation to do so and the officer shall be paid for actual time spent thereon at the applicable overtime rates when said proceedings are on non-duty time. However, the minimum amount paid for non-duty time shall be one (1) hour at the applicable overtime rate or actual time whichever is greater.

If an officer is scheduled for court after 9:30am, it is his/her obligation to call the clerk or designee, not more than one (1) hour prior to the scheduled time of appearance, to determine if their case has been cancelled or rescheduled. If an officer is scheduled for court before 9:30am, it is his or her obligation to call the clerk or designee no earlier than 4:00 pm on the previous business day to determine if their case has been cancelled or rescheduled. If the court has been canceled at a time prior to the call in time specified above, and the officer does not call to check, but makes an appearance in court, no overtime will be paid.

The officer agrees to see that all witness fees are paid that the officer is entitled to and that the officer agrees to turn these over to the City. Failure of the officer to apply for the witness fee available shall result in the amount of witness fee that would have been received being deducted from the applicable pay under the provisions of this section.

ARTICLE 15: HOLIDAYS

15.1 Regular full time employees shall receive the following **ten (10)** holidays; New Year's Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, **and the Day-after-Thanksgiving**, and Christmas Day.

15.2 Regular full time employees in Departments 1 and 2 shall receive eight (8) hours of holiday pay at their regular rate.

15.3 Regular full time employees in Departments 1 and 2 that are required to work any of the above enumerated holidays shall receive in addition to their eight (8) hours of holiday pay as referred to in paragraph 15.2 pay at one and one-half (1½) time their regular rate.

~~Regular full time employees in Departments 1 and 2 that are required to work the Day after Thanksgiving (Friday) shall receive pay at one and one-half (1½) times their current hourly regular rate of pay for actual hours worked.~~

15.4 In addition to the basic **ten (10)** holidays previously listed, regular full time employees in Departments 1 and 2 shall be allowed two (2) personal days. Said employees may elect to use their personal day(s) to supplement vacation days or give ten (10) days written notice to the Chief of Police prior to the usage thereof. (The Chief of Police may at his/her discretion allow usage of a personal day without 10 days notice). Furthermore, under no circumstances shall more than one employee per department be allowed usage of a personal day on the same calendar day nor shall any employee be allowed to report for duty during the usage of a personal day.

15.5 It is expressly understood and agreed that the Chief of Police shall have the right to recall an employee or employees on any holiday if in his/her opinion an emergency exists provided that the employee(s) are within a fifty (50) mile radius of the City of Clear Lake.

15.6 To be eligible for holiday pay the employee must complete their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday unless prior approval is given by the Chief of Police.

ARTICLE 16: SICK LEAVE

16.1 Full time employees shall accumulate sick leave at the rate of 2 days per month to a maximum of 106 days.

16.2 The Employer will allow up to, but not more than, five (5) days of an employee's accumulated sick leave to be used for providing care to the employee's spouse, mother, father, son or daughter during short term, non-serious illness that does not meet the provisions of the Family and Medical Leave Act as outlined in the Employer's "Employee Handbook". In all cases, the provisions of the Family and Medical Leave Act shall prevail over this article and in cases of conflict or duplication only the provisions contained in the Family and Medical Leave Act may be used.

16.3 In the event of suspected abuse, the Employer may require the employee to furnish a doctor's certificate verifying the illness claimed. This doctor's certificate shall be furnished at the expense of the employee. Employees are required to bring in a doctor's certificate after being absent from work for more than three (3) days.

16.4 Full time employees who do not use any sick leave in the six-month period from July through December or the six-month period from January through June shall be awarded one (1) additional day of vacation per six-month period, which shall be used within the following six-month period. (The Chief of Police reserves the right to send employees home in cases of suspected illness).

ARTICLE 17: INSPECTION PRIVILEGES

17.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working condition, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is

no interruption of the Employer's working schedule and each visit is first approved by the Supervisor.

ARTICLE 18: SEPARABILITY AND SAVINGS CLAUSE

18.1 If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the applications of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

18.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this contract to the contrary.

ARTICLE 19: HEALTH AND LIFE INSURANCE

19.1 The Employer costs for health insurance shall be limited to full time, permanent employees who have completed three (3) months of employment. **The Employer shall pay 85% of the cost for family coverage and 90% of the single coverage. The Employee shall pay 15% of the cost of family coverage and 10% of the single coverage, except that, for Year 1 of this contract the employee shall not pay more than \$285 for family coverage and \$50 for single coverage. For Year 2 of this contract, the Employee shall not pay more than \$310 for family coverage and \$60 for single coverage. For Year 3 of this contract, the Employee shall not pay more than \$325 for family coverage and \$75 for single coverage.**

19.2 The Employer costs for health insurance shall be limited to the Blue Cross/Blue Shield Alliance Select single and dependent premiums for full time, permanent employees, who have completed three (3) months of employment.

19.3 Full time, permanent employees may elect single or family coverage under the Blue Cross/Blue Shield Alliance Select with or without the drug card plan so long as they pay any and all premiums associated with the drug card add on. Said additional premiums are due in advance on the 1st day of each month.

19.4 The Employer shall pay the employee premium for a **forty-five thousand dollar (\$45,000)** term life insurance policy for any regular full time employee of Department No. 1 and Department No. 2.

19.5 The Employer reserves the right to change carriers at any time during the life of this Agreement, providing that the coverage provided is equal to or greater than the present coverage and further provided that no benefits are lost.

19.6 The Employer is not required to pay any premiums for insurance under the terms of this article unless and until the employee has satisfactorily completed three (3) months of employment. Employees may pay their own premiums during that first three (3) months of employment.

ARTICLE 20: CLOTHING ALLOWANCE & OTHER BENEFITS

20.1 The Employer will continue to supply clothing to employees. No requests for clothing replacement shall be arbitrarily denied. Employees may purchase initial and/or replacement clothing from their vendor of choice, provided that he/she receives prior permission to do so from the Chief of Police. The City shall reimburse an officer for or replace lost, damaged, destroyed or worn out equipment up to one hundred fifty dollars (\$150). Items unrelated to the officers official duties, such as jewelry is excluded.

The Department shall provide Level IIA vests, not to exceed five-hundred dollars (\$500.00), every five (5) years, or for a period of time not to exceed the manufactures recommended length of use, whichever is greater. If the officer desires a higher-level vest, that is approved by the Police Chief and the cost of the vest exceeds \$500.00, the officer will reimburse the City for the difference.

20.2 Officers and dispatchers may purchase one (1) pair of shoes every two (2) years. Officers may purchase or be reimbursed up to **one-hundred and sixty dollars (\$160)** and dispatchers may purchase or be reimbursed up to **eighty dollars (\$80)**. If the shoes purchased by the officers or dispatchers wear out before two years expire, they may purchase replacements, with the prior authorization of the Chief of Police

20.3 Eligible Subsistence Expenses. Standards for out-of-town meal allowance while on official City business shall be \$35.00 for an entire day with no single meal over \$20.00. Receipts will be required. Reimbursement will be for the actual cost of the meal only. Alcoholic beverages and gratuities are ineligible. If meals are included in registration fees paid by the City, those meals will not be eligible for reimbursement.

20.4 Wellness Program. Upon request, the City will pay 50% of the cost of a monthly single membership for a full-time employee to any Clear Lake fitness or exercise center, providing the employee meets the minimum attendance goals established by City policy.

20.5 The Department shall provide up to **three (3)** boxes of ammunition to each officer, per budget year. **However, officers must select at least one (1) box of either handgun or rifle ammunition and not more than two (2) boxes of the other.** Ammunition shall be given out one (1) box at a time, with the brass from expended ammunition returned before another box is given out.

ARTICLE 21: WAGES

21.1 Wages will be paid in accordance with Schedule "A", which is attached hereto and by this reference made a part hereof. Such wage adjustment shall consist of: **1.75% wage increase on each July 1st and 1.50% wage increase on each January 1st for each year the contract.** Part-time officers and part-time dispatchers shall be added to the pay matrix

Dog Handler:

The dog handler (canine officer) shall receive an additional \$.50/hour.

Shift Differential:

Those employees scheduled to work second and third shift shall receive a shift differential of an additional **as follows: FY 16 \$0.25/hour and \$0.35/hour; FY 17 \$0.30/hour and \$0.40/hour; and FY 18 \$0.35/hour and \$0.45/hour**, respectively for regular hours worked. Second shift is defined as any shift scheduled to end between 8 p.m. and midnight. Third shift is defined as any shift scheduled to be completed after midnight.

Shift differential is not subject to increase for hours worked as overtime and/or Holidays. Shift differential is only paid for actual hours worked and not paid for vacation days, sick days, personal days, holidays, or any other days the employee may receive compensation for but not actually work.

IPERS Clause:

In the event of a substantial change, which would result in an increase in the current IPERS employee contribution rate and a decrease in the employer's contribution rate as a result of State legislation, which results in no benefit to the employee; the City would agree to reopen Article 21 Wages with the Bargaining Unit for the duration of this Agreement.

21.2 When matron duties are assigned to another bargaining unit employee during the matron's vacation period, such duties shall be compensated for at the matron's rate of pay applicable for the length of service of the replacement employee.

21.3 When a patrolman is assigned as shift commander, he or she shall receive an additional \$0.75/hour over and above their normal hourly rate for the actual time spent as the acting shift commander.

When the Chief or other Command Staff are absent and cannot be reached, and no other officer has been assigned as shift commander, the senior officer working will make operational decisions.

When a patrolman is requested to report to work in "plain clothes", he/she shall be eligible for Detective pay. He/she shall receive either four (4) hours of Detective pay or the actual hours worked at the detective rate of pay, whichever is greater.

21.4 Promotion to Patrolman I shall not take place until an officer has successfully completed all ILEA training requirements to be certified Peace Officer in the State of Iowa. Promotion to Patrolman II or Detective shall not be allowed unless the employee to be promoted has served at least two years on the Clear Lake Police Department. The employer shall not arbitrarily deny promotion from one level of pay to another within the same job classification. (i.e. Promotion from Patrolman I to Patrolman II) provided the employee has qualified for the next pay level within his/her job classification. It shall be the responsibility of the employee to pursue further education and/or training to be eligible for the pay levels as described above and listed in Schedule A and the employer shall not be required to pay for said education and/or training until the employee has done so, and then only in the amounts shown in the applicable classification hourly rates.

21.5 Employees required to work a shift other than their regularly scheduled shift shall be given forty-eight hours advance notice or be awarded time and one half (1½) for hours worked. It is further understood and agreed that under no circumstances shall more than eight (8) hours of premium pay be drawn for any one-shift change occurrence regardless of the duration of said change. However, this section shall not apply if the Employer is unable to provide said advanced notification due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, the failure or refusal of an employee or employees to report for or perform their work or any cause beyond the control of the Employer.

21.6 Since there is no guarantee of availability of work, employees shall be entitled to reporting pay when they are available and appear for work. This report/reporting pay shall be one (1) hour at regular time rates and shall constitute the maximum salary liability of the Employer.

21.7 All regular full time employees covered by this agreement that are recalled to duty after his/her scheduled shift and after having left the work station (work station shall include but not be limited to vehicles owned by the City of Clear Lake) will be paid the applicable rate or a minimum of two and one half (2½) overtime hours.

If an employee is called to report early for his/her regular shift, this section shall not apply.

21.8 College Credits – Members of Departments one (1) and two (2) who take classes at an accredited college or university in the field of Police Science, Business Management, or Spanish will be reimbursed fifty dollars (\$50) for each completed credit hour at the end of the semester to a maximum of 12 credit hours per semester, provided they maintain not less than a "C" average for each class taken. The Police department shall be flexible in scheduling to allow continued education.

21.9 Posted overtime normally filled by an officer shall be offered to officers by seniority before being offered to the Lieutenants. Overtime openings created by the absence of a

Lieutenant shall be offered to the other Lieutenants prior to being offered to the officers.

Off-duty security assignments and compensation are outside the scope of this contract. It is at the sole discretion of the Chief of Police whether or not to allow officers to work off-duty for private employers. Where such off duty has been approved by the Chief, it may be posted as a courtesy within the Police Department. It shall be posted exclusively for the bargaining unit up until 48 hours prior to the event; after that it will be open to Lieutenants

When officers are working approved “off-duty” jobs, payment shall be made from the employer directly to the City and the City will pay the officer.

When an officer is off-duty and such officer takes “official police action”, within the provisions of Iowa Code 804.7 and 804.8, they shall be considered on-duty and covered by all the provisions of employment such as workers compensation.

ARTICLE 22: NO STRIKE

It shall be a violation of this agreement for an employee or the Union, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

“Strike” means a public employee’s refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

The Union shall publicly disavow any action violating this article and shall publicly request the employees to resume work immediately. Violation of this article shall constitute grounds for any lawful action by the City including discipline of employees.

ARTICLE 23: PART-TIME EMPLOYEES

When and if the Employer hires part-time employees includable in the existing bargaining unit, such part-time employees shall not receive any benefits or protections of this Agreement with the sole exception of base wages as specified in Schedule A of this Agreement.

ARTICLE 24: TERMINATION

This Agreement shall be effective as of July 1, 2015 through June 30, 2018.

ARTICLE 25: SOLE AGREEMENT

“This contract is the sole Agreement between the parties and it shall not be construed to incorporate any other agreements, oral or written, any past practices or other limitations on the

Employer not specifically provided for herein. It is specifically agreed by the parties that all subjects not specifically listed in the contract are retained by the Employer as management rights and the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether listed in this contract or not. All matters not specifically referred to in the terms of this contract are understood to be within the definition of a management right. Furthermore, this article shall not affect Article 13 of this Agreement.”

ARTICLE 26: CIVIL SERVICE

“When the Employer is required by law to adopt the provisions of the Iowa Code regarding civil service matters, all issues subject to civil service jurisdiction shall be exempt from the provisions of this contract. Furthermore, if adoption of civil service provisions result in any increased costs to the Employer, this contract shall be reopened for negotiations with the Union concerning the impact of such increased cost on wages, hours and other negotiable topics that initiate changes to the existing contract.”

The parties arrived at this agreement after complete exercise of their rights and duties to negotiate. Therefore, each party voluntarily and unqualifiedly waives their right and the duty of the other party to bargain collectively concerning any matter during the term of this Agreement.

CITY OF CLEAR LAKE, IOWA

TEAMSTERS LOCAL UNION NO. 238

Mayor Date:

Union Date:

City Administrator Date:

Union Date:

RESOLUTION # _____

A RESOLUTION SETTING THE SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF CLEAR LAKE FOR THE 2015-2016 BUDGET YEAR

BE IT RESOLVED BY THE COUNCIL FOR THE CITY OF CLEAR LAKE, IOWA, THAT:

SECTION 1. THE FOLLOWING PERSONS AND POSITIONS NAMED SHALL BE PAID THE SALARIED OR WAGES INDICATED AND THE CLERK IS AUTHORIZED TO ISSUE WARRANTS/CHECKS, LESS LEGALLY REQUIRED OR AUTHORIZED DEDUCTIONS FROM THE AMOUNTS SET OUT BELOW, ON A BIWEEKLY BASIS, AND TO MAKE SUCH CONTRIBUTION TO THE IPERS AND SOCIAL SECURITY OR OTHER PURPOSE AS REQUIRED BY LAW OR AUTHORIZED BY THE COUNCIL, ALL SUBJECT TO AUDIT AND REVIEW BY THE COUNCIL.

Police Department:

P A Chizek	Lieutenant	30.85 hour
D R Ryg-Eskildsen	Lieutenant	30.61 hour
K A Borrill	Patrolman II	26.10 hour
R R Eskildsen	Patrolman II	25.61 hour
J L Schade	Patrolman II	25.61 hour
D E Anderson	Patrolman II	25.61 hour
Z L Hall	Patrolman II	25.38 hour
T M Reimann	Patrolman II	25.38 hour
C D Gute	Patrolman II	25.88 hour
E B Hythecker	Patrolman II	25.38 hour
J B O'Keefe	Patrolman II	25.15 hour
B J Trapp	Patrolman II	25.15 hour
M A Kappmeyer	Patrolman II	25.15 hour
B J Heinz	Patrolman I	20.93 hour
J L Green	Patrolman II-Part Time	25.38 hour
C L Yates	Secretary	21.60 hour
B G Havill	Dispatcher	19.77 hour
L K Collins	Dispatcher	19.07 hour
T M Kappmeyer	Dispatcher	18.79 hour
W M Feldt	Dispatcher	18.79 hour
L W Bartusek	Dispatcher-Part Time	18.79 hour
S A Westemeier	Dispatcher-Part Time	16.31 hour

Fire/Ambulance Department:

D D Meyers	Chief	571.89 month
N A Pate	Dispatcher	19.07 hour
D G Phinney	Paramedic	18.10 hour
M E Lewerke	Paramedic	18.10 hour
D A Burke	Paramedic	17.87 hour
B A Boyles	EMT - Part Time	17.87 hour
G S Dye Jr	EMT - Part Time	17.87 hour
R J Schoon	EMT - Part Time	17.87 hour
J T Massman	EMT - Part Time	17.87 hour
C D Borchert	EMT - Part Time	17.87 hour
W S Brown	EMT - Part Time	17.87 hour
R E Davison	EMT - Part Time	17.87 hour
T Buhr	EMT - Part Time	17.18 hour
J M Cahoon	EMT - Part Time	17.18 hour
W F Wilson	EMT - Part Time	17.18 hour
K D Hulling	EMT - Part Time	16.47 hour
T T Kline	EMT - Part Time	16.47 hour
D C Hess	EMT - Part Time	16.47 hour

Library:

J D Pannkuk	Library Director	28.37 hour
M J Boyes	Assistant Director	17.30 hour
F M Taylor	Youth Services Librarian	14.25 hour
C D Hanson	Part Time	13.24 hour
K A Fick	Part Time	11.75 hour
P A Caron	Part Time	11.12 hour
K A Koopman	Part Time	10.57 hour
D K Tudor	Part Time	10.57 hour
D A Harrenstein	Part Time	10.41 hour
H M Duesenberg	Part Time	10.24 hour
M T Josten	Part Time	10.24 hour
B L Holden	Part Time	9.92 hour
S E Bergan	Part Time	9.26 hour
K M Balek	Part Time	8.78 hour

Parks & Recreation:

R J Miller	Director	1,923.20 biweekly
S Story	Assistant to the Director	16.55 hour
T L Peterson	Park Maintenance - P/T	15.13 hour

Public Works:

J A Weigel	PWD Director	3,200.00 biweekly
M H Meyers	PWD Secretary - Part Time	12.33 hour
M E Ritter	Building Inspector	1,956.80 biweekly
D E Whitehurst	PWD Shift Leader	26.06 hour
P J Fredriksen	Water Plant Supt.	25.45 hour
S M Bieber	PWD Employee	23.75 hour
R J Haag	PWD Employee	23.52 hour
D M Kelly	PWD Employee	23.52 hour
D R Rinnels	PWD Employee	23.28 hour
J M Monson	PWD Employee	23.05 hour
A L Theiss	PWD Employee	23.05 hour
J M Morrow	PWD Employee	19.75 hour
D S Andrea	PWD Employee	19.00 hour
J A Dunning	PWD Employee	19.00 hour
M A Hullinger	PWD Employee - Part Time	14.56 hour
D W Oувerson	PWD Employee - Part Time	12.21 hour
A W Wood	PWD Employee - Part Time	10.18 hour

Policy & Administration:

S L Flory	City Administrator	4,056.00 biweekly
L J Nelson	Finance Officer	2,763.20 biweekly
J L Larsen	City Clerk	23.02 hour
H R Wheatcraft	Accounting Clerk	18.33 hour
E M Teeter	Utility Billing Clerk	17.34 hour
W D Bergman	Custodian - Part Time	9.44 hour

SECTION 2. BE IT FURTHER RESOLVED, THAT THE SALARIES AND WAGES FOR APPOINTED OFFICIALS AND EMPLOYEES IDENTIFIED IN SECTION 1 ABOVE, SHALL BE INCREASED BY 1.5% EFFECTIVE JANUARY 1, 2016.

PASSED and APPROVED this 1st day of June, 2015.

Nelson P. Crabb, Mayor

ATTEST:

Jennifer Larsen, City Clerk