

CITY OF ATLANTIC COUNCIL MEETING
March 20, 2024
Atlantic City Hall - City Council Chambers – 5:30 PM

AGENDA

- 1. Roll Call.**
- 2. Approve Agenda.**
- 3. Pledge of Allegiance.**
- 4. Adopt Consent Agenda Items.**
 - a. Minutes of the March 5, 2024 City Council Meeting.
 - b. Minutes of the March 11, 2024 Special City Council Meeting.
 - c. Special Class C Retail Alcohol Permit (5 Day):
 - i. Lucky Wife Wine Slushies (Special Event at Homebody – 511 Chestnut Street).
 - ii. Lucky Wife Wine Slushies (Special Event at the YMCA – 1100 Maple).
 - d. Special Class B Retail Native Wine Permit – Your Forte.
 - e. Class E Retail Alcohol – WalMart.
 - f. Tree Trimmer Permit:
 - i. Midwest Tree Service.
 - ii. Cornerstone Landscaping.
 - g. January 2024 Clerk's and Budget Reports.
 - h. Bills: TBD.
- 5. Public Forum.**
- 6. Public Hearing to Authorize Submission of CDBG Application for AMU Clearwell Water Project.**
- 7. Public Hearing on Plans, Specifications & Form of Contract for the Atlantic Splash Pad.**
- 8. Resolution #17-24 "Approving Plans, Specifications and Form of Contract for the Atlantic Splash Pad."**
- 9. Review Construction Bids for the Atlantic Splash Pad.**
- 10. Resolution #18-24 "Making Award of Contract for the Atlantic Splash Pad."**
- 11. Presentation by Code Enforcement and Animal Control Manager Kris Erickson and Code Enforcement Officer Cole Lowary on Code Enforcement Progress in Atlantic and the Homes for Iowa Program.**
- 12. Order to Adopt the Memorandum of Understanding Between the Nishna Valley YMCA and the City of Atlantic for Year 2024 Management of Sunnyside Pool.**

13. Resolution #19-24 "Setting the Date for Public Hearings and Additional Action on Proposals to Enter into General Obligation Loan Agreements and to Borrow Money Thereunder."
14. Public Hearing on Proposal to Enter into a General Obligation Solid Waste Management Loan Agreement.
15. Resolution #20-24 "Taking Additional Action on Proposal to Enter into a General Obligation Solid Waste Management Loan Agreement and Providing for the Levy of Taxes to Pay the Same."
16. Resolution #21-24 "Approving a Professional Services Agreement with Barb Barrick to Temporarily Provide City Clerk Consulting Services for the City of Atlantic."
17. Order to Approve Collective Bargaining Agreement with the American Federation of State, County & Municipal Employees Iowa Council 61.
18. Order to Appoint Acting City Clerk.
19. Discussion and Vote on The Retail Coach Contract Extension.
20. Discussion and Final Recommendation on FY 2025 LOST Progress and Beautification Budgets.
21. Order to Approve Updated Retainer Agreement with Otto, Lorence, & Wiederstein.
22. Administrator's Report.
23. Mayor's Report.
24. City Council Reports.
25. Closed Session Pursuant to Iowa Code 21.5(1)(c) "To Discuss Strategy with Counsel in Matters that are Presently in Litigation or Where Litigation is Imminent Where its Disclosure would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation."
26. Order to Leave Closed Session.
27. Order to Enter Exempt Session Pursuant to Iowa Code Section 20.17(3) Providing for the Strategy Meetings of Public Employers for Collective Bargaining.
28. Order to Leave Closed Session.
29. Adjournment.

CITY OF ATLANTIC COUNCIL MEETING
March 20, 2024
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AGENDA NOTES

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- 2. Approve Agenda.**
- 3. Pledge of Allegiance.**
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 - f. Tree Trimmer Permit:
 - i. Midwest Tree Service.
 - ii. Cornerstone Landscaping.
 - g. January 2024 Clerk's and Budget Reports.
 - h. Bills: TBD.
- 5. Public Forum.**
- 6. Public Hearing to Authorize Submission of CDBG Application for AMU Clearwell Water Project.**

Atlantic Municipal Utilities (AMU) has an existing 300,000 gallon underground water storage tank that is reaching the end of its designed life and is deteriorating. They plan to replace it with a 600,000 gallon above ground storage tank. This tank will be located next to the water treatment plant at 3rd and Olive. Early cost estimates were \$1.7 million.
- 7. Public Hearing on Plans, Specifications & Form of Contract for the Atlantic Splash Pad.**

We are all familiar with the Atlantic Splash Pad Project. The public hearing is to allow the public an opportunity to provide feedback on the project, specifically the plans, specifications and form of contract for the project.

8. Resolution #17-24 "Approving Plans, Specifications and Form of Contract for the Atlantic Splash Pad."

This Resolution solidifies the nature of the project and provides legal protection to both the City and contractor through the form of a contract. The State requires the red tape of a resolution to make the agreement formal. Snyder & Associates will present these documents during the Council meeting.

City Administrator Recommends Approval

9. Review Construction Bids for the Atlantic Splash Pad.

Enclosed in the packet you will find the construction bids for the Atlantic Splash Pad. Bids came in the City's favor on this project. The lowest bid was from the Hensley Group, LLC out of Muscatine for \$552,084. Snyder & Associates estimated the project cost would be \$611,328. This is a project that came in \$59,244 less than estimated! The Council and community should be pleased with this outcome.

10. Resolution #18-24 "Making Award of Contract for the Atlantic Splash Pad."

The award for the Atlantic Splash Pad Project would traditionally be given to the lowest bidder. However, our local Snyder & Associates branch is unfamiliar with the lowest bidder, the Hensley Group, LLC. They will do some background work and reference checks and make a formal recommendation to the Council to whom the project should be awarded.

City Administrator Recommends Approval

11. Presentation by Code Enforcement and Animal Control Manager Kris Erickson and Code Enforcement Officer Cole Lowary on Code Enforcement Progress in Atlantic and the Homes for Iowa Program.

The Council has requested an update from Animal Control Manager Kris Erickson and Code Enforcement Officer Cole Lowary on code enforcement activities in Atlantic. In addition, Kris has taken on the Homes for Iowa Program, as nobody knows better the suitable parcels for infill housing than her. She has a presentation ready for the Council on this program.

12. Order to Adopt the Memorandum of Understanding Between the Nishna Valley YMCA and the City of Atlantic for Year 2024 Management of Sunnyside Pool.

The City has had a management agreement for Sunnyside Pool with the Nishna Valley YMCA since at least FY 2012. In 2023, the City did not utilize the Y's expertise in managing the pool. While we had an excellent management team, they will not be returning for the 2024 season.

Running a public swimming pool is much more complex than one would imagine. The City needs the Y's experience with aquatics and pool management to keep Sunnyside running smoothly.

A new management agreement has been drafted. The major items to note is that lifeguards will start at \$15.00 per hour, a pool manager will be needed and may be paid up to \$25.00 per hour, and a \$20,000.00 management fee.

All lifeguards will be employees of the Y and be hired, trained, provided uniforms, and scheduled through the Y. The City will reimburse the Y for the wages of the lifeguards, the pool manager, and the management fee. All other costs associated with running Sunnyside Pool will be the responsibility of the City.

The agreement is enclosed in the Council packet.

City Administrator Recommends Approval

13. Resolution #19-24 "Setting the Date for Public Hearings and Additional Action on Proposals to Enter into General Obligation Loan Agreements and to Borrow Money Thereunder."

The only way to make the FY 2025 budget work was to end our General Fund cash funding of the Equipment Reserve Funds for the Police, Fire, and Library Departments for the 5-year period that House File 718 remains in effect. The equipment, vehicle, and capital building needs have been shifted towards debt service. First Whitney Bank & Trust has offered a generous 4.5% interest rate on a 5-year bank note to fund this debt issuance.

The proposed note will fund the following in a new Capital Improvement Plan (CIP) Fund.

The current structure of the \$800,000 note is as follows:

Legal	20,000.00
Police Equipment and Vehicles	200,000.00
Fire Equipment	230,000.00
Library Equipment and Building Improvements	100,000.00
Emergency Generators	250,000.00
	<hr/>
	800,000.00

Mr. Danos said the \$20,000 in legal expenses was high, so there may be a shift in the final allocation of funds.

Setting the date of the public hearing is the first in a series of required pieces of red tape we must follow under Iowa Statute to issue General Obligation (G.O.) debt.

City Administrator Recommends Approval

14. Public Hearing on Proposal to Enter into a General Obligation Solid Waste Management Loan Agreement.

The Council set the date for this public hearing during the March 5, 2024 City Council meeting under Resolution #14-24.

15. Resolution #20-24 "Taking Additional Action on Proposal to Enter into a General Obligation Solid Waste Management Loan Agreement and Providing for the Levy of Taxes to Pay the Same."

The City is a member of a 28E organization that operates the Cass County Landfill. The City is required to support the Landfill financially, if the Landfill determines it is necessary. The Landfill has instituted a per-capita fee of \$12.00 per resident to be assessed annually. The amount shall be \$81,504, payable in four equal payments of the course of the fiscal year.

Cities across the State work with local banks for a paper "debt" and make immediate payment of the principal and any interest before the ink is even dried. Since a debt is technically issued the City can levy property taxes to pay for the debt while not is not utilizing debt capacity as it is immediately closed. Banks often charge some administrative fee to do this, making the paperwork worth their time. However, Atlantic is very fortunate in that our official deposit bank, First Whitney Bank & Trust has generously agreed to offer this service for free. Keeping the costs on our taxpayers to the minimum required.

This, however, is still a debt and requires all the public hearings and paperwork required under Iowa Code.

City Administrator Recommends Approval

16. Resolution #21-24 "Approving a Professional Services Agreement with Barb Barrick to Temporarily Provide City Clerk Consulting Services for the City of Atlantic."

The Personnel & Finance Committee will be meeting on Monday, March 18, 2024 to review an agreement with our outgoing City Clerk, Barb Barrick, for temporary professional City Clerk services while the City finishes budget season, hires a new City Clerk, and begins the onboarding process with the new Clerk.

The Committee should have a recommendation for the City Council, and a copy of the agreement, which should be quite simple and brief, during the Council meeting.

City Administrator Recommends Approval of the Personnel & Finance Committee's Recommendations

17. Order to Approve Collective Bargaining Agreement with the American Federation of State, County & Municipal Employees Iowa Council 61.

the largest employee unions in the United States, representing 1,051,671 members and 10,000 contracts. The City of Atlantic traditionally have seven full-time employees from the Police Department represented by AFSCME. It is important to note that public safety employees are exempt from the recent changes to Iowa's collective bargaining laws. Essentially nothing was changed outside of dues deduction and recertification for these units.

AFCME has a fierce reputation among government administrators. However, my experience with them has always been very reasonable and collaborative. In truth, the union representatives I have encountered tend to reciprocate the attitude and tone given to both the employees and union representatives, by management. This reflects well on the Atlantic City Council, Mayor, Union Negotiators and the entire Police Department.

The City last negotiated with AFSCME and the Police Department Union in the winter of 2018-2019, nearly five years ago. That contract included five years of 2.4% wage increases. Which before COVID and the events concerning law enforcement and the death of George Floyd, and everything that has happened since, that contract seemed reasonable. We are in a new world, now. Uncontrolled inflation, national demoralization of law enforcement officers, loss of prestige and desirability of the occupation, career burnout, as well as waves of early retirements have left this essential service running on fumes.

Negotiations began in February and proceeded relatively smoothly since then, with the union members of the Police Department ratifying the proposed contract in March.

This contract includes many changes. They are as follows:

1. Articles 9 Hours of Work and Overtime

Page 8

- Increase to 240 Hours of Maximum Compensatory time.
- Anything over 240 Hours is automatically cashed out in the paycheck without the Officer's request.
- Incorporation of the MOU going from 8.5-hour shifts to 12-hour shifts.

2. Article 10 Leaves of Absence

Page 10

- Eliminate (f) The sick leave donation policy.
- Replace with new (f) Emergency Leave Bank with the following changes:
 - Nothing is mandatory (it isn't but we can state that explicitly.)
 - Officers that are maxed out on sick leave can donate "lost hours" first.
 - Donors are anonymous.
 - The bank does not expire. When it is full, it stays there until more hours are needed.
 - Maximum request allowed is up to 90 days. Which would likely wipe out the bank, but there are provisions that basically say these requests are maximums and the Emergency Leave Bank Committee has discretion in how they are granted. This would also act as the total cap for an employee, per year.
- Change (d) from 30 days of Sick Leave Buy Back in Retirement to 40 days.

3. Article 11 Holidays

Page 11

- Add Christmas Eve as a Holiday, subject to Holiday pay like all the others.

4. Article 16 Health and Safety

Page 13

- The Police Department will incorporate elements of the City's "Drug & Alcohol Testing Policy." Into their Standard Operating Procedure (SOP) but will not participate in the policy as written. No random drug testing.

5. Article 17 Miscellaneous

Page 13

- Eliminate the last two sentences of this paragraph:

ARTICLE 17

MISCELLANEOUS

The Employer agrees to pay all employees on a bi-monthly basis. Payday shall be on the 13th and 28th of each month. If the scheduled payday falls on a holiday or weekend, the preceding workday shall be payday. ~~The payday may be changed at the discretion of the City Council. The Employer will give the Union a thirty (30) day notice prior to any change.~~

6. Article 19 Insurance

Page 14

- Language provided by AFSCME is accepted.
"If an Employee chooses to not accept the Life, Health, and Dental package offered by the Employer, they must sign an insurance waiver form and will receive 250.00 per month through a 457 deferred compensation plan. To be

eligible for this waiver, the Employee must provide to Employer, upon request, adequate proof of current group health insurance plan.”

7. Article 21 Physical Fitness

Page 15

- Make either a Single or Family YMCA Membership available to all Police Officers (depending on their preference), regardless of the outcome of the ILEA physical fitness test results.

8. Article 22 Duration

Page 16

- “THIS AGREEMENT shall be effective from July 1, 2024 through June 30, 2027. Wages will be open for negotiations for fiscal years beginning July 1,2025 and July 1,2026. All other terms and conditions of the agreement shall be maintained for the term of the contract. Unless otherwise mutually agreed upon by both the employer and the collective bargaining unit.”

9. Appendix A Wages

Page 17

- An increase of 4.00%.
- Incorporation of the recent MOU on longevity pay.
- An increase in the MOU longevity pay table.

Years of Service	Hourly Increase
0	-
1	1.80
2	2.00
3	2.20
4	2.40
5	2.60
6	2.80
7	3.00
8	3.20
9	3.40
10	3.60
11	3.80
12	4.00

The impact of the contract is an \$85,128 increase in General Fund labor costs, or 9.12%. This is reflected in both the general wage increase and the January 1, 2024 memorandum of understanding (MOU) concerning longevity, which was also increased

during the negotiation process. The impact on the Employee Benefits side is much more muted. Due to FICA and IPERS, an increase of \$5,010.03 or a 5.00% increase occurred.

I am pleased with the outcome of this process and have no concerns about any of the changes. The agreement has been forwarded to AFSCME for their final review. I suspect only minor changes may result in their review. If approved by the City Council, I will electronically submit the final agreement to the Iowa Public Employee Relations Board (PERB) and the contract will go into effect July 1, 2024.

City Administrator Recommends Approval

18. Order to Appoint Acting City Clerk.

The Personnel & Finance Committee will be meeting on Monday, March 18, 2024 to also discuss and make a recommendation on appointing an Acting City Clerk. For multiple documents and processes the Council must appoint an Acting City Clerk to execute and submit documents to government agencies on the City's official behalf. The Committee's recommendation will be announced during the Council meeting.

City Administrator Recommends Approval of the Personnel & Finance Committee's Proposed Candidate

19. Discussion and Vote on The Retail Coach Contract Extension.

The renewal with Retail Coach has not yet been determined by the Council. This will need to be decided for the FY 2024 Revised Estimate and Budget to be submitted to the State within the statutory timeline.

While there is a wide range of opinion on the Council and within the community on the value of this relationship, very recent events have unfolded regarding desirable commercial property that the Retail Coach had expressed interest in, early in our relationship. To have access to their extensive corporate network to get the best possible use of this property, and the best possible price for its owners, it is my professional recommendation that the Council adopt the extension of the agreement. Sizeable commercial parcels are very few in Atlantic and efficient land use and provision of needed goods and services is essential. With The Retail Coach, the City's odds of this occurring is much higher than without The Retail Coach.

City Administrator Recommends Approval

20. Discussion and Final Recommendation on FY 2025 LOST Progress and Beautification Budgets.

With the budget deadline looming, a few loose ends need to be tied up before the budget figures are prepared in gWorks, the state forms generated, and the final budget book is sent to print. Amongst these are the LOST Progress and Beautification Budgets.

With time short, The Personnel & Finance Committee address this during their Monday, March 18, 2024, meeting with recommendations. The current line items are assumed as enclosed but are completely subject to change on the recommendation of the Committee or the decision of the City Council. Whatever is decided, I shall support. *City Administrator Recommends Approval of the Council's Consensus on both the FY 2024 Revised Estimate and the FY 2025 Budgets for LOST Progress and the Beautification Trust.*

21. Order to Approve Updated Retainer Agreement with Otto, Lorence, & Wiederstein.

The Personnel & Finance Committee met on March 8, 2024 to review an updated retainer agreement with Otto, Lorence, & Wiederstein. The last retainer agreement was signed on February 3, 2017. The only things that changed between the proposed agreement have been:

- Section 1: Retainer. The term has changed to July 1, 2024 to June 30, 2025.
- Section 4: Compensation. Increase from \$2,000.00 per month to \$2,500.00 per month.
- Section 7: Lawyers. This has been rewritten as Mark Bosworth is no longer employed by Otto, Lorence, & Wiederstein. It states most of the work will be performed by David Wiederstein. Blake Miller, our current Assistant City Attorney is now mentioned and is scheduled to be paid \$500.00 per month, as is our current practice.

There remain a few issues to resolve in the updated retainer agreement that the Personnel & Finance Committee intends to address during its Monday, March 18, 2024 meeting. Depending on the outcome of that review, the Committee may recommend the updated retainer agreement be adopted, or may request this agenda item be tabled.

22. Administrator's Report.

23. Mayor's Report.

24. City Council Reports.

25. Closed Session Pursuant to Iowa Code 21.5(1)(c) "To Discuss Strategy with Counsel in Matters that are Presently in Litigation or Where Litigation is Imminent Where its

Disclosure would be Likely to Prejudice or Disadvantage the Position of the Governmental Body in that Litigation.”

26. Order to Leave Closed Session.

27. Order to Enter Exempt Session Pursuant to Iowa Code Section 20.17(3) Providing for the Strategy Meetings of Public Employers for Collective Bargaining.

28. Order to Leave Closed Session.

29. Adjournment.

4

Minutes

&

Misc.

City Council
March 5, 2024
5:30 pm

The Atlantic City Council met in regular session in the Council Chambers at City Hall with Mayor Garrett presiding. Upon roll call, the following were present: Mayor Garrett, Ward 1 Council Kennedy, Ward 2 Council Behrens, Ward 3 Council McDermott, Ward 4 Council Sarsfield, Ward 5 Council Halder, At Large Council Brink, At Large Council Otte, Student Representative Banyona, Engineer Dave Sturm, City Administrator Lund, City Clerk Barrick. Absent: None.

Mayor Garrett introduced new student representative Audrianna Banyona.

Motion by McDermott; second by Sarsfield to approve agenda. All ayes. Motion carried.

Those present recited the Pledge of Allegiance.

Motion by Brink; second by Behrens to approve Consent Agenda as follows: Minutes of the February 6, 2024 City Council Meeting, Minutes of the February 21, 2024 City Council Meeting; Minutes of the February 29, 2024 Special City Council Meeting; Class B Retail Alcohol Permit for Dollar General #111, Cigarette Permit for Green Leaf Tobacco; and bills totaling \$99,239.72. All ayes. Motion carried.

Public Forum – None.

Kyle Cofer, Retail Coach, presented on the latest business recruiting efforts.

At 5:45 p.m., Mayor Garrett opened the public hearing on plans, specifications, and form of contract for the 2024 sanitary sewer rehabilitation – UV CIPP Lining Project. No comments were received. Motion by Behrens; second by Otte to close the public hearing at 5:46 p.m. All ayes. Motion carried.

Motion by Brink; second by McDermott to approve Resolution #11-24 "APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE 2024 SANITARY SEWER REHABILITATION -UV CIPP LINING PROJECT." Ayes: Brink, Otte, Kennedy, Behrens, McDermott, Sarsfield, Halder. Nays: None. Motion carried.

Council reviewed the construction bids and bid tabulation for the 2024 sanitary sewer rehabilitation – UV CIPP Lining Project as presented by Snyder & Associates Engineer Dave Sturm.

Motion by Otte; second by Kennedy to approve Resolution #12-24 "MAKING AWARD OF CONTRACT FOR THE 2024 SANITARY SEWER REHABILITATION – UV CIPP LINING PROJECT TO HYDRO-KLEAN FOR \$91,500." Ayes: Otte, Kennedy, Behrens, McDermott, Sarsfield, Halder, Brink. Nays: None. Motion carried.

Motion by Brink; second by Halder to approve Resolution #13-24 "ADOPTING THE CITY OF ATLANTIC VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN." Ayes: Brink, Otte, Kennedy, Behrens, McDermott, Sarsfield, Halder. Nays: None. Motion carried.

Motion by McDermott; second by Sarsfield to approve Resolution #14-24 "SETTING THE DATE OF PUBLIC HEARING FOR MARCH 20, 2024 AT 5:30 P.M. IN THE ATLANTIC CITY COUNCIL CHAMBERS ON A PROPOSAL TO ENTER INTO A GENERAL OBLIGATION SOLID WASTE MANAGEMENT LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$90,000." Ayes: McDermott, Sarsfield, Halder, Brink, Otte, Kennedy, Behrens. Nays: None. Motion carried.

Motion by Kennedy; second by McDermott to approve Resolution #15-24 "ADOPTING THE EMERGENCY LEAVE SICK BANK POLICY TO THE PERSONNEL HANDBOOK." Ayes: Kennedy, Behrens, McDermott, Sarsfield, Halder, Brink, Otte. Nays: None. Motion carried.

City Administrator Lund reported final proposals sent to both unions; coordinating with Snyder to get TAP grant application submitted-will need short special council meeting before 3/13 to pass resolution to apply; new entryway sign is here, just waiting for warm weather to last a little longer before installing- JJ Graphics met with stakeholders to determine exact placement and alignment; splashpad committee is in agreement with Snyder & Associates to initiate bidding for later this year due to concerns about the aggressive timeline which could increase bid costs- target completion is Memorial Day 2025; has had a request for Kris to present to council on properties; new focus is to finalize budget spreadsheets and put together the budget books.

Mayor Garrett introduced new student representative Audriana Bayona and gave some of her background information. She also announced that since RAGBRAI will be here in July, now is the time to start sprucing up properties and that the following day is Local Leaders Day at the State Capitol.

City Council Reports

Otte- Ambassadors, Representative Nunn Field Hearing on opioids, Personnel & Finance, Nishna Valley Trails, Retail Coach, United First Aid; Kennedy- Planning & Zoning, Parks & Recreation; Behrens – Cass County Public Safety; McDermott- Parks & Recreation; Sarsfield- Cass County Public Safety; Personnel & Finance; Brink-Personnel & Finance

Student Representative – NHS Blood Drive, Mrs. McKay birthday celebration, ISU track, Read Across America, Speech at ADM.

Administrator Lund commented that the big theme is EMS Essential Services. The City of Atlantic needs to vote in favor of the referendum; otherwise property owners could see astronomically high tax rates or staff reduction. Council Member Brink inquired as to whether the city was putting together a promotional plan. He added that because this referendum was so important to the city's future, the city needs to be involved and as a council, needs to help the county promote.

Motion by McDermott; second by Halder to adjourn at 6:23 p.m. All ayes. Motion carried.

Grace N. Garrett, Mayor

ATTEST: _____

Barb Barrick, City Clerk

City Council
March 11, 2024
5:00 pm

The Atlantic City Council met in special session in the Council Chambers at City Hall with Mayor Garrett presiding. Upon roll call, the following were present: Mayor Garrett, Ward 1 Council Kennedy, Ward 3 Council McDermott, Ward 4 Council Sarsfield via telephone, Ward 5 Council Halder, At Large Council Brink, At Large Council Otte, City Administrator Lund, Deputy City Clerk Tupper. Absent: Ward 2 Council Behrens

Motion by McDermott; second by Brink to approve agenda. All ayes. Motion carried.

Those present recited the Pledge of Allegiance.

Motion by Kennedy; second by Brink to approve Resolution #16-24 "ENDORISING THE USE OF REGIONAL TAP FUNDS FOR THE WEST 22nd STREET TRAIL CONSTRUCTION PROJECT IN ATLANTIC, IOWA." Ayes: McDermott, Sarsfield, Halder, Brink, Otte, Kennedy. Nays: None. Motion carried.

Motion by Behrens; second by Halder to adjourn at 5:03 p.m. All ayes. Motion carried.

Grace N. Garrett, Mayor

ATTEST: _____
Rich Tupper, Deputy City Clerk

TO THE CITY COUNCIL-POLICE CHIEF REPORT

Type: Class C Retail Alcohol

Privileges: Outdoor Service Area

Privileges:

Privileges:

Privileges:

Police Chief's recommendation for application by Business Name:

Lucky Wife Wine Slushies (special event at Homebody)

Contact Person: Carrie Shmm

Premise Address: 511 Chestnut St.

Contact's telephone: 712-304-9484

Recommendation to City Council:

Approval of Application

Disapproval of Application*

*Explain reason in remarks below

Remarks by Police Chief:

Please Approve
3-13-24 *Chief De Hogue*

03/11/2024

Application received by City Clerk's Office: 3/7/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 5 day 4/9/24-4/14/24

03/11/2024

Signature of Councilmember
Barbara Barrick
For: 4/14/2024-4/14/2024

TO THE CITY COUNCIL-FIRE CHIEF'S REPORT

Type: Special Class C Liquor

Privileges: Outdoor Service Area

Privileges:

Privileges:

Privileges:

FIRE Chief's recommendation for application by Business Name:

Lucky Wife Wine Slushies (special event at Homebody)

Contact Person: Carrie Shmm

Premise Address: 511 Chestnut St.

Contact's telephone: 712-304-9484

Recommendation to City Council:

☒ Approval of Application

☐ Disapproval of Application*

*Explain reason in remarks below

Remarks by FIRE Chief:

Signature of Fire Chief
tom cappel
Fire Chief

03-11-2024

Application received by City Clerk's Office: 3/7/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 5 day 4/9/24-4/14/24

Signature of Fire Chief
Barbara Barrick
Fire Chief

03-08-2024

TO THE CITY COUNCIL-POLICE CHIEF REPORT

Type: Special Class C Retail Alcohol

Privileges: Outdoor Service Area

Privileges:

Privileges:

Privileges:

Police Chief's recommendation for application by Business Name:

Lucky Wife Wine Slushies (special event at YMCA)

Contact Person: Bailey Smith

Premise Address: 1100 Maple

Contact's telephone: 712-243-3017

Recommendation to City Council:

Approval of Application

Disapproval of Application*

*Explain reason in remarks below

Remarks by Police Chief:

3-13-24

Please Approve

Chief De Boer

03/11/2024

Application received by City Clerk's Office: 3/8/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 5-day 3/27/24-3/31/24

Signature of Licensing Officer
Barbara Barrick
For: Alcoholic Beverage Commission

03/11/2024

TO THE CITY COUNCIL-FIRE CHIEF'S REPORT

Type: Special Class C Liquor

Privileges: Outdoor Service Area

Privileges:

Privileges:

Privileges:

FIRE Chief's recommendation for application by Business Name:

Lucky Wife Wine Slushies (special event at YMCA)

Contact Person: Bailey Smith

Premise Address: 1100 Maple

Contact's telephone: 712-243-3017

Recommendation to City Council:

☒ Approval of Application

☐ Disapproval of Application*

*Explain reason in remarks below

Remarks by FIRE Chief:

Application received by City Clerk's Office: 3/8/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 5-day 3/27/24-3/31/24

Signature required for this document
tom cappel
Key: 47504201200000000000000000000000

03-11-2024

Signature required for this document
Barbara Barrick
Key: 47504201200000000000000000000000

03-08-2024

TO THE CITY COUNCIL-POLICE CHIEF REPORT

Type: Special Class B Retail Native Wine

Privileges:

Privileges:

Privileges:

Privileges:

Police Chief's recommendation for application by Business Name:

Your Forte

Contact Person: Stephanie Steffens

Premise Address: 415 Chestnut

Contact's telephone: 712-243-2074

Recommendation to City Council:

Approval of Application

Disapproval of Application*

*Explain reason in remarks below

Remarks by Police Chief:

Please Allow
Chief Det. Hogue 3-13-24

03/08/2024

Application received by City Clerk's Office: 3/1/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 3/2/24-timely filed

Signature of Police Chief
Barbara Barrick
Police Chief

03/08/2024

TO THE CITY COUNCIL-FIRE CHIEF'S REPORT

Type: Class B Native Wine

Privileges:

Privileges:

Privileges:

Privileges:

FIRE Chief's recommendation for application by Business Name:

Your Forte

Contact Person: Stephanie Steffens

Premise Address: 415 Chestnut

Contact's telephone: 712-243-2074

Recommendation to City Council:

☒ Approval of Application

☐ Disapproval of Application*

*Explain reason in remarks below

Remarks by FIRE Chief:

Application received by City Clerk's Office: 3/1/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 3/2/24-timely filed

03-11-2024
Signed by: tom cappel
Key: 47814310300000000000000000000000

03-08-2024
Signed by: Barbara Barrick
Key: 47814310300000000000000000000000

TO THE CITY COUNCIL-POLICE CHIEF REPORT

Type: Class E Retail Alcohol

Privileges:

Privileges:

Privileges:

Privileges:

Police Chief's recommendation for application by Business Name:

WalMart

Contact Person: Lilian Calderon

Premise Address: 1905 E. 7th St.

Contact's telephone: 243-5214

Recommendation to City Council:

Approval of Application

Disapproval of Application*

*Explain reason in remarks below

Remarks by Police Chief:

3-13-24

Please Approve

Chief De Boque

03/11/2024

Application received by City Clerk's Office: 3/7/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 4/12/24

Signature of Police Chief, Inc.
Barbara Barrick
for - with email address: barbara@barbarabarrick.com

03/11/2024

TO THE CITY COUNCIL-FIRE CHIEF'S REPORT

Type: Class E Liquor

Privileges:

Privileges:

Privileges:

Privileges:

FIRE Chief's recommendation for application by Business Name:

WalMart

Contact Person: Lillian Calderon

Premise Address: 1905 E. 7th St.

Contact's telephone: 243-5214

Recommendation to City Council:

☒ Approval of Application

☐ Disapproval of Application*

*Explain reason in remarks below

Remarks by FIRE Chief:

Application received by City Clerk's Office: 3/7/24

Application will be presented to City Council: 3/20/24

Please file report with City Clerk's Office by: 3/14/24

Applicant's license expires: 4/12/24

03-11-2024
tom cappel

03-08-2024
Barbara Barrick



TREE TRIMMER APPLICATION

Permit No. _____.

Business Name: Midwest Tree Service Date: 5-22-23

Address: 1051 HWY 148
Street Address

Massena IA. 50853
City State ZIP Code

Phone: 212-327-8084 Owner Name: Shawn Enarson

Email: _____

Insurance Company: Secura


YES
☐

☒ NO

Do you have employees? If so, please attach **YES** **NO**
proof of Work Comp insurance. ☐ ☐

YES
☐

NO
☐



1

In support of the request for the issuance of a Tree Trimmer/Solid Waste Collector license, I hereby state that the above information is correct and truthful. I further hereby state that I will abide by the rules and regulations stated in the City of Atlantic Ordinances regarding Tree Trimmers. I understand that misrepresentation on this application may result in denial or revocation of permit. I further understand that a lapse in any insurance coverage may result in revocation of my permit.

Signature: _____

Date: 5-22-23

For City Use Only

Council
Approved

YES
☐

NO
☐

Date
Approved: _____

Permit
Valid
From: _____

To: _____

City Clerk
(or designee)
Signature: _____



CITY OF
Atlantic

23 East 4th Street
Atlantic, IA 50022
City Hall: (712) 243-4810
Fax: (712) 243-4407
www.atlanticiowa.com

TREE TRIMMER APPLICATION

Permit No. _____ - _____

Applicant Information

Business Name: Corner Stone Landscaping Date: 2/7/24

Address: 108 E. Hillcrest St.
Street Address
Adair IA 50002
City State ZIP Code

Phone: 515-371-1558 Owner Name: Tyler Cornely

Email: office@CSL-IA.com

Insurance Company: The Dana Company / Integrity Ins.

Number of Employees: 3

INSURANCE REQUIREMENTS:

The City of Atlantic requires that all tree trimmers licensed to work within the City carry insurance with the following limits: Bodily Injury \$250,000/\$500,000 General Liability \$1,000,000/\$2,000,000

The State of Iowa requires that businesses with one or more employees, full-time or part-time, carry workers' compensation insurance.

Please ensure that all portions of this application are completed and that a current Certificate of Insurance is on file with the City of Atlantic. Applications will not be processed until all information is complete and all insurance is on file.

(CONTINUED ON BACK OF PAGE)

In support of the request for the issuance of a Tree Trimmer/Solid Waste Collector license, I hereby state that the above information is correct and truthful. I further hereby state that I will abide by the rules and regulations stated in the City of Atlantic Ordinances regarding Tree Trimmers. I understand that misrepresentation on this application may result in denial or revocation of permit. I further understand that a lapse in any insurance coverage may result in revocation of my permit.

Signature: _____

Date: 2/7/24

For City Use Only

☐ Certificate of Liability Insurance on file

☐ Work Comp on file

NOTES:

Council
Approved

YES
☐

NO
☐

Date
Approved: _____

Permit
Valid
From: _____

To: _____

City Clerk
(or designee)
Signature: _____

Financial Reports

PREPARED BY CITY CLERK BARB BARBICK
 REVIEWED BY MAYOR GREGG GARRETT
 REVIEWED BY DEPUTY CLERK RICH TUPPER

7/1/2024
 7/15/2024
 7/12/24

FUNDS	BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN	TRANSFERS OUT	CLERK'S (BOOKS) BALANCE 1/31/2024	OUTSTANDING TRANSACTIONS	TREASURER'S (BANKS) BALANCE 1/31/2024
GENERAL	2,279,995.74	89,677.86	322,612.76			2,047,060.84	49,566.18	2,096,627.02
POLICE GIFTS	8,503.78	80.00	275.00			8,308.78	275.00	8,583.78
FIRE GIFTS	262,712.38	1,500.09	601.98			253,610.48		253,610.48
LIBRARY GIFTS	106,364.33	307.08	28.72			106,642.69		106,642.69
PARK GIFTS	53,728.83					53,728.83		53,728.83
POOL GIFTS	4,310.67					4,310.67		4,310.67
ANIMAL GIFTS	18,061.42	608.00				18,671.42		18,671.42
ERE EQUIPMENT RESERVE	178,314.54	140.07				178,454.61		178,454.61
COMMUNITY PROMOTION	100,752.97					100,752.97		100,752.97
POLICE EQUIPMENT RESERVE	136,393.66	297.11				136,690.77		136,690.77
YMCA IMPROVEMENT RESERVE	186,320.45	146.36				186,466.81		186,466.81
RECREATION IMPROVEMENT RESERVE	374,895.44	674.38	53.98			375,515.84		375,515.84
SOUTHLAWN MEMORY GARDENS	37,707.78					37,707.78		37,707.78
EDR LOAN	2,321.85					2,321.85		2,321.85
HOTEL/MOTEL TAX								
BEAUTIFICATION	56,338.64					56,338.64		56,338.64
POLICE CERTIFICATION	23,638.24	18.98				23,657.22	20.00	23,677.22
LIBRARY EQUIPMENT RESERVE	111,495.77	100.24				111,596.01		111,596.01
TOTAL GENERAL	3,911,858.50	93,550.08	323,572.41	-	-	3,681,836.17	49,861.18	3,730,662.35
SPECIAL REVENUE								
ROAD USE TAX	1,139,831.33	80,134.91	44,007.64			1,178,958.60	7,650.46	1,186,609.06
STREET EQUIPMENT RESERVE	440,718.23	253.10	205.00			440,768.33	205.00	440,971.33
EMPLOYEE BENEFITS	351,677.20	19,180.81	106,110.46			264,747.55	12.57	264,760.12
EMPLOYEE BENEFITS CASH OUT	105,015.66	75.93	1,959.56			103,132.03		103,132.03
T & A POLICE PENSION	12,766.05	241.09				13,007.14		13,007.14
EMERGENCY								
L.O.S.T. - PROGRESS	347,523.50	830.86	15,335.38			333,019.08		333,019.08
L.O.S.T. - REVENUE	0.01	101,774.62				101,774.63		101,774.63
L.O.S.T. - SINKING								
SOUTHWEST TIF	1,945.99	244.06				2,194.05		2,194.05
WHITNEY TIF	0.00					0.00		0.00
NORTH URBAN RENEWAL	1,183.59	579.29				1,762.88		1,762.88
SOUTHEAST URBAN RENEWAL	30,981.64	1,614.97				32,596.61		32,596.61
SOUTHWEST URBAN RENEWAL	4,725.35					4,725.35		4,725.35
TIF LMI SET ASIDE	36,100.73					36,100.73		36,100.73
HOUSING DEVELOPMENT	(62,599.50)					(62,599.50)		(62,599.50)
AMERICAN RESCUE PLAN	69,454.62					69,454.62		69,454.62
POLICE STATE FORTIFURE	7,751.51	6.08				7,757.59		7,757.59
TOTAL SPECIAL REVENUE	2,487,079.91	207,935.72	167,617.94	-	-	2,527,397.69	7,868.03	2,535,265.72
DEBT SERVICE								
DEBT SERVICE	765,529.22	11,440.04				776,969.26		776,969.26
TOTAL DEBT SERVICE	765,529.22	11,440.04	-	-	-	776,969.26	-	776,969.26

JANUARY 2024

CAPITAL PROJECTS									
CAPITAL IMPROVEMENT STREETS	541,427.53	931.89						542,359.42	-
2016 CAPITAL IMPROVEMENTS PROJECT	-							-	-
SCHULBERG REC. AREA PROJECT	-							-	-
2018-2021 CAP IMPROVEMENTS	0.03							0.03	-
COBG DOWNTOWN REVIT	-							-	-
2024-2026 CAP IMPROVEMENTS	295,941.67	804.30						296,745.97	-
2027-2030 CAP IMPROVEMENTS	260,358.17	763.66						261,121.83	-
COBG-AMU WATER PROJECT	-							-	-
BULL CREEK IMPROVEMENTS	33,714.94							33,714.94	-
ANIMAL SHELTER BUILDING ADDITION	-							-	-
AIRPORT CAPITAL PROJECTS	676,367.30	1,103.50						677,470.80	-
COBG-UPPER STORY CONVERSION	(102,162.93)	91,953.00						(10,209.93)	-
COBG-FOOD PANTRY	(0.00)							(0.00)	-
SPLASH PARK	118,579.63	11,000.00						129,579.63	-
INCLUSIVE PLAYGROUND	-							-	-
COBG-STEFFENS FACADE	(97,754.13)	22,702.00						(75,052.13)	-
COMMUNITY CATALYST-HOPLEY	(100,851.62)							(100,851.62)	-
2019 FEMA DISASTER DR44	27,844.90							27,844.90	-
TOTAL CAPITAL PROJECTS	1,653,463.49	129,258.35	149,224.05	-	-	-	-	1,633,496.79	-

ENTERPRISE									
SEWER USE	682,754.47	171,905.75	62,705.60					734,450.66	9,332.52
SEWER RESERVE	312,696.97	245.63						312,942.60	743,783.18
SEWER USE EQUIPMENT RESERVE	255,985.71	563.79	21,933.73					234,615.77	312,942.60
SEWER R.B.S.F.	328,195.28	-						385,699.24	234,615.77
WW EMPLOYEE BENEFITS CASH OUT	65,068.00							65,068.00	385,699.24
STORM WATER UTILITY	141,205.21	46,606.11	2,633.32					189,542.00	65,068.00
STORM WATER CAP PROJECTS	188,542.00							188,542.00	185,354.88
TOTAL ENTERPRISE	1,974,447.64	219,321.28	87,272.65					2,106,496.77	176.88
INTERNAL SERVICE									188,542.00
CAFETERIA FUND	16,539.00	13,648.92	2,291.16					27,896.76	188,542.00
TOTAL INTERNAL SERVICE	16,539.00	13,648.92	2,291.16					27,896.76	27,896.76
TOTALS	10,808,917.76	675,154.39	779,979.21	57,503.96	57,503.96	10,754,092.94	67,238.61	10,820,309.45	

WHITNEY PLUS	1,536,705.56							1,541,586.49	
CITY CHECKING	3,657,501.54							3,925,322.96	
TCD'S	5,353,400.00							5,353,400.00	
PETTY CASH	1,035.00							1,035.00	
VOLUNTEER FIRE DEPARTMENT	229,849.96	2,335.77	630.68					231,555.05	

EXPLANATION OF TRANSFERS		TO	REASON
AMOUNT	FROM		
57,503.96	SEWER	SEWER RS&F	MONTHLY TRANSFER



BUDGET REPORT

CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL REVENUES TOTAL	.00	.00	.00	.00	.00
	TOTAL	.00	.00	.00	.00	.00
	POLICE TOTAL	1,740,643.00	154,029.97	1,026,543.18	58.97	714,099.82
	CODE ENFORCEMENT TOTAL	43,421.00	7,202.05	45,172.65	104.03	1,751.65-
	EMERGENCY MANAGEMENT TOTAL	847.00	.00	.00	.00	847.00
	FIRE TOTAL	633,683.00	35,693.14	314,294.62	49.60	319,388.38
	AMBULANCE TOTAL	357,075.00	25,000.00	217,184.00	60.82	139,891.00
	BUILDING INSPECTIONS TOTAL	.00	.00	.00	.00	.00
	COVID 19 TOTAL	.00	.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	38,873.00	7,947.61	49,343.94	126.94	10,470.94-
	PUBLIC SAFETY TOTAL	2,814,542.00	229,872.77	1,652,538.39	58.71	1,162,003.61
	TOTAL	.00	.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	1,085,042.00	49,484.94	595,854.89	54.92	489,187.11
	STREET LIGHTING TOTAL	176,608.00	.00	.00	.00	176,608.00
	TRAFFIC CONTROL & SAFETY TOTA	25,705.00	80.04	9,395.46	36.55	16,309.54
	SNOW REMOVAL TOTAL	95,553.00	18,043.17	36,919.89	38.64	58,633.11
	STREET CLEANING TOTAL	.00	.00	.00	.00	.00
	AIRPORT TOTAL	589,632.00	53,672.25	398,789.40	67.63	190,842.60
	GARBAGE TOTAL	87,835.00	20,376.00	64,182.00	73.07	23,653.00
	OTHER PUBLIC WORKS TOTAL	2,500.00	.00	.00	.00	2,500.00
	PUBLIC WORKS TOTAL	2,062,875.00	141,656.40	1,105,141.64	53.57	957,733.36
	WATER,AIR,MOSQUITO CONTRO TOTA	9,200.00	.00	.00	.00	9,200.00
	HEALTH & SOCIAL SERVICES TOTA	9,200.00	.00	.00	.00	9,200.00
	LIBRARY TOTAL	529,477.00	39,286.41	306,202.21	57.83	223,274.79
	RECREATION TOTAL	639,854.00	11,895.08	260,481.86	40.71	379,372.14
	SCHILDBERG CAMPGROUND TOTAL	33,170.00	1,752.82	14,204.06	42.82	18,965.94
	POOL TOTAL	76,002.00	114.59	72,881.22	95.89	3,120.78
	CEMETERY TOTAL	34,748.00	.00	30,000.00	86.34	4,748.00
	COMMUNITY CTR/ZOO/MARINA TOTA	.00	.00	.00	.00	.00
	CULTURE & RECREATION TOTAL	1,313,251.00	53,048.90	683,769.35	52.07	629,481.65
	COMMUNITY BEAUTIFICATION TOTA	7,000.00	32.99	17,808.40	254.41	10,808.40-
	ECONOMIC DEVELOPMENT TOTAL	116,893.00	4,025.00	77,124.02	65.98	39,768.98
	ECON DEVELOPMENT TOTAL	88,500.00	7,725.00	54,475.00	61.55	34,025.00
	ECONOMIC DEVELOPMENT TOTAL	5,000.00	.00	5,000.00	100.00	.00
	HOUSING & URBAN RENEMAL TOTAL	123,063.00	3,552.29	105,824.39	85.99	17,238.61
	PLANNING & ZONING TOTAL	21,172.00	.00	.00	.00	21,172.00

BUDGET REPORT

CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	BOARD OF ADJUST TOTAL	106.00	.00	.00	.00	106.00
	OTHER COMM & ECO DEV TOTAL	40,064.00	3,112.96	21,576.33	53.85	18,487.67
	COMMUNITY & ECONOMIC DEV TOTA	401,798.00	18,448.24	281,808.14	70.14	119,989.86
	MAYOR/COUNCIL/CITY MGR TOTAL	32,235.00	1,600.08	21,762.06	67.51	10,472.94
	CLERK/TREASURER/ADM TOTAL	512,707.00	36,893.30	312,491.92	60.95	200,215.08
	ELECTIONS TOTAL	5,000.00	.00	.00	.00	5,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	37,120.00	3,469.38	22,396.38	60.34	14,723.62
	CITY HALL/GENERAL BLDGS TOTAL	111,951.00	5,146.78	42,799.57	38.23	69,151.43
	SUNNYSIDE HOUSE TOTAL	.00	454.50	454.50	.00	454.50-
	TORT LIABILITY TOTAL	126,115.00	.00	156,125.00	123.80	30,010.00-
	GENERAL REVENUES TOTAL	.00	.00	.00	.00	.00
	GENERAL GOVERNMENT TOTAL	825,128.00	47,564.04	556,029.43	67.39	269,098.57
	ROADS, BRIDGES, SIDEWALKS TOTA	.00	.00	.00	.00	.00
	DEBT SERVICES TOTAL	80,004.00	.00	80,004.00	100.00	.00
	DEBT TOTAL	3,000.00	.00	1,400.00	46.67	1,600.00
	DEBT TOTAL	171,700.00	.00	3,350.00	1.95	168,350.00
	DEBT TOTAL	.00	.00	.00	.00	.00
	DEBT TOTAL	67,000.00	.00	1,000.00	1.49	66,000.00
	2020A REFUNDING SERIES TOTAL	526,400.00	.00	13,200.00	2.51	513,200.00
	2020B REFUNDING SERIES TOTAL	.00	.00	.00	.00	.00
	2022 HOUSING DEV LOAN TOTAL	38,000.00	.00	8,611.11	22.66	29,388.89
	DEBT TOTAL	432,498.00	.00	26,248.75	6.07	406,249.25
	DEBT TOTAL	.00	.00	.00	.00	.00
	DEBT TOTAL	204,615.00	.00	37,307.50	18.23	167,307.50
	DEBT TOTAL	90,000.00	.00	.00	.00	90,000.00
	DEBT SERVICE TOTAL	1,613,217.00	.00	171,121.36	10.61	1,442,095.64
	EMERGENCY MANAGEMENT TOTAL	.00	.00	.00	.00	.00
	AIRPORT TOTAL	.00	.00	.00	.00	.00
	RECREATION TOTAL	.00	.00	.00	.00	.00
	2022 GO LAND BOND TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	650,499.00	149,225.05	829,453.75	127.51	178,954.75-
	GENERAL REVENUES TOTAL	.00	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	650,499.00	149,225.05	829,453.75	127.51	178,954.75-
	COVID 19 TOTAL	.00	.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TOTAL	1,558,331.00	84,639.33	637,205.24	40.89	921,125.76
	STORM WATER TOTAL	93,895.00	2,633.32	38,201.95	40.69	55,693.05
	ENTERPRISE FUNDS TOTAL	1,652,226.00	87,272.65	675,407.19	40.88	976,818.81

BUDGET REPORT
CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRANSFERS IN/OUT TOTAL	3,383,306.00	57,503.96	1,912,539.07	56.53	1,470,766.93
	TRANSFER OUT TOTAL	3,383,306.00	57,503.96	1,912,539.07	56.53	1,470,766.93
	TOTAL EXPENSES	14,726,042.00	784,592.01	7,867,808.32	53.43	6,858,233.68

REVENUE REPORT

CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TOTAL	***** 2,133,585.00 *****	***** 57,503.96 *****	***** 1,151,457.73 *****	***** 53.97 *****	***** 982,127.27 *****
	PROPERTY TAXES TOTAL	***** 3,886,563.00 *****	***** 44,170.25 *****	***** 2,242,708.89 *****	***** 57.70 *****	***** 1,643,854.11 *****
	TIF REVENUES TOTAL	***** 158,143.00 *****	***** 2,412.74 *****	***** 99,528.04 *****	***** 62.94 *****	***** 58,614.96 *****
	OTHER CITY TAXES TOTAL	***** 1,295,897.00 *****	***** 101,774.62 *****	***** 852,681.83 *****	***** 65.80 *****	***** 443,215.17 *****
	LICENSES & PERMITS TOTAL	***** 93,930.00 *****	***** 1,160.56 *****	***** 49,397.35 *****	***** 52.59 *****	***** 44,532.65 *****
	USE OF MONEY & PROPERTY TOTAL	***** 289,984.00 *****	***** 26,451.56 *****	***** 210,713.84 *****	***** 72.66 *****	***** 79,270.16 *****
	INTERGOVERNMENTAL TOTAL	***** 1,752,461.00 *****	***** 194,166.21 *****	***** 1,416,804.54 *****	***** 80.85 *****	***** 335,656.46 *****
	CHARGES FOR FEES & SERVIC TOTA	***** 2,657,849.00 *****	***** 247,833.74 *****	***** 1,468,268.27 *****	***** 55.24 *****	***** 1,189,580.73 *****
	MISCELLANEOUS TOTAL	***** 724,189.00 *****	***** 43,535.79 *****	***** 519,632.42 *****	***** 71.75 *****	***** 204,556.58 *****
	OTHER FINANCING SOURCES TOTAL	***** 90,000.00 *****	***** .00 *****	***** 61,275.00 *****	***** 68.08 *****	***** 28,725.00 *****
		*****	*****	*****	*****	*****

REVENUE REPORT
CALENDAR 1/2024, FISCAL 7/2024

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TRANSFERS IN TOTAL	1,249,721.00 *****	.00 *****	761,081.34 *****	60.90 *****	488,639.66 *****
	REVENUE SOURCE TOTAL	14,332,322.00	719,009.43	8,833,549.25	61.63	5,498,772.75

Bills

9

TABULATION OF BIDS

PROJECT: Sunnyside Park Splash Pad
 CLIENT: City of Atlantic, IA
 PROJECT NO: 122.1479.09
 BID DATE: Friday, March 15, 2024 at 2:00 PM

ENGINEERS ESTIMATE

BIDDER 1

BIDDER 2

BIDDER 3

ITEM NO.	DESCRIPTION	TOTAL QTY	UNIT	Snyder & Associates, Inc Atlantic, IA		The Henley Group, LLC Muscatine, IA		Caliber Concrete, LLC Adair, IA		Dostal's Construction Co., Inc. Gretna, NE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 31,000.00	\$ 31,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	LS	\$ 3,850.00	\$ 3,850.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
3	Connect to Existing Sanitary Sewer, 12"	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,650.00	\$ 1,650.00	\$ 2,000.00	\$ 2,000.00
4	Sanitary Sewer Service, PVC, 6"	372	LF	\$ 75.00	\$ 27,900.00	\$ 80.00	\$ 29,760.00	\$ 50.00	\$ 18,600.00	\$ 55.00	\$ 20,460.00
5	Sanitary Sewer Clean-out, 8", Includes 6" P-Trap	1	LS	\$ 2,850.00	\$ 2,850.00	\$ 1,800.00	\$ 1,800.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
6	Subdrain, 6" HDPE	57	LF	\$ 25.00	\$ 1,425.00	\$ 34.00	\$ 1,938.00	\$ 22.00	\$ 1,254.00	\$ 50.00	\$ 2,850.00
7	Water Service, Connection & Winterization Blow Off	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00
8	Pavement Removal & Replacement (10th Street)	47.8	SY	\$ 135.00	\$ 6,453.00	\$ 252.00	\$ 12,045.60	\$ 20.00	\$ 956.00	\$ 150.00	\$ 7,170.00
9	Pavement, 5" P.C.C. Sidewalks & Shade Pad	222	SY	\$ 60.00	\$ 13,320.00	\$ 75.00	\$ 16,650.00	\$ 95.70	\$ 21,245.40	\$ 90.00	\$ 19,980.00
10	Pavement, 5" P.C.C. w/6" Subbase, Splash Pad & Perimeter	418	SY	\$ 85.00	\$ 35,530.00	\$ 105.00	\$ 43,890.00	\$ 88.54	\$ 37,009.72	\$ 175.00	\$ 73,150.00
11	Splash Pad Components and Installation	1	LS	\$ 445,000.00	\$ 445,000.00	\$ 375,000.40	\$ 375,000.40	\$ 428,530.00	\$ 428,530.00	\$ 415,000.00	\$ 415,000.00
12	30'X30' Shade Structure, Footings & Installation	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,500.00	\$ 25,500.00	\$ 27,000.00	\$ 27,000.00
13	Erosion Control & Maintenance	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00	\$ 2,000.00
14	Seed, Fertilize, and Mulch, Urban Mix	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00
TOTAL BID					\$ 611,328.00		\$ 552,084.00		\$ 596,595.12		\$ 642,110.00

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Memorandum Of Understanding
Nishna Valley YMCA and City of Atlantic
Year of 2024

The Nishna Valley YMCA and the City of Atlantic acknowledge the importance of providing a community swimming pool for the benefit of residents. In furtherance of this objective, the Parties wish to enter into this MOU to establish their respective roles and responsibilities.

TERMS AND CONDITIONS:

Objective:

The objective of this MOU is to define the roles and responsibilities of each Party concerning the staffing, operation, maintenance, and funding of the swimming pool located at 1000 Sunnyside Ln in Atlantic Iowa.

Operation and Staffing:

The YMCA agrees to staff and operate the swimming pool on a day-to-day basis, including the hiring, uniforms, training, and supervision of lifeguards, concession workers, and other necessary personnel in accordance with all laws and proper operating procedures. The YMCA will be responsible for interviewing, hiring and removal when necessary of all Sunnyside staff. The City agrees to pay a wage of \$15 per hour for lifeguards and \$10 per hour for all support and concession workers. Returning staff wages will be adjusted upward accordingly as needed. The City agrees to provide the proper equipment needed for day to day operations. This includes but is not limited to concessions, point of sales systems, membership, safety, etc.

Season Opening and Closing:

The City agrees to the responsibility of preparing the pool for operation prior to opening for the season. The City will ensure that the water is balanced and ready for operation. They will work with ACCO and the pool manager to make sure all systems are operational and everyone is trained properly on the mechanical side of the pool. Closing down of the mechanical systems, draining of the pool and winterization of the facility will be the responsibility of the city. The YMCA agrees to run the swimming pool from Opening (approximately June 1st) to Closing (approximately Aug. 10th) to the best of their ability within the constraints of available certified staff.

Maintenance:

The City agrees to be responsible for the maintenance and upkeep of the swimming pool facilities, including repairs, landscaping, mechanical system and chemical balance, and general upkeep of the pool area. The YMCA agrees to be responsible for daily cleaning.

Expenses and Funding:

The city agrees to be responsible for all expenditures that occur to the pool including but not limited to: staff payroll, capital improvements, general operation items, first aid items, concession stand supplies, chemicals, etc. These will be purchased through accounts set up

under the city. If an item cannot be purchased through those accounts, the necessity will be purchased and turned in to the city for reimbursement. All funds collected at the pool by the YMCA will be documented and deposited into the city pool account.

Fees and Policies:

Passes and fees, hours of operations, and policies will be established and set by the City with input from the YMCA.

City Daily Maintenance:

The Cities Certified Pool Operator will check and adjust chemicals each morning of operations. They will also perform the routine maintenance to include but not limited to backwash of the filter system.

Use of Facilities:

The YMCA agrees to oversee the programming, recreational use, and safety of the facility.

Management:

The YMCA agrees to advertise the managerial position and interview a manager to be hired for Sunnyside Pool. The manager wage range of \$17 per hour (\$18 if lifeguard certified) up to \$25.00 per hour (depending on qualifications) will be paid to ensure quality management can be obtained. If a capable manager cannot be obtained the YMCA reserves the right to void the MOU contract. Effective management will be a necessity to produce an environment that is safe and effective offsite of the YMCA.

Insurance:

The Parties agree the city will maintain appropriate insurance coverage related to the swimming pool and its operations. If the YMCA incurs additional liability insurance due to the operation of the outdoor pool, this additional cost will be passed on for and reimbursement by the City.

Chain of Command:

The YMCA agrees to work under and answer to the Parks & Recreation Coordinator of the City. Any needs and concerns that arise will be addressed with this personnel or the City of Atlantic Administrator to be taken through proper avenues of the City.

Duration and Fee:

This MOU shall commence on March 1, 2024 and shall continue for an initial term of 1 year. Option to renew by mutual agreement can be evaluated to be reestablished in January of 2025 to better fit a fiscal year and timing of the pool.

The City agrees to pay the YMCA \$20,000.00 to contract with them following the guidance laid forth in this MOU. This fee will be paid out as follows: \$20,000 by July 31, 2024.

AMENDMENTS:

This MOU may be amended by either party with a 14-day notice.

DISPUTE RESOLUTION:

Any disputes arising under or in connection with this MOU shall be resolved through a mutual meeting determined by both parties.

EXECUTION:

This MOU shall become effective as of the date first above written. If at any time either party feels the need to exit the MOU or does not feel the other party is upholding their agreements, the MOU can be voided and exited by either party with 14 days written notice. The agreed upon amount will be prorated and paid forth based on how many days of the MOU were completed.

YMCA:

By: _____

[Authorized Signatory]

[Title]

[Date]

CITY:

By: _____

[Authorized Signatory]

[Title]

[Date]

WITNESSED

BY: _____

[Name]

[Title]

[Date]

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RESOLUTION NO. 19-24

Resolution setting the date for public hearings and additional action on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Atlantic (the "City"), in Cass County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000 for the purpose of paying the costs, to that extent, of acquiring vehicles and equipment for the municipal police and fire departments (the "Essential Purpose Projects"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement" and together with the Essential Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed \$360,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of acquiring emergency electric generators and improving and equipping the municipal library (the "General Purpose Projects" and together with the Essential Purpose Projects, the "Projects"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Atlantic, Iowa, as follows:

Section 1. This City Council shall meet on April 3, 2024, at the Atlantic City Hall, Atlantic, Iowa, at 5:30 o'clock p.m., at which time and place hearings will be held and proceedings will be instituted, and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$450,000

(GENERAL OBLIGATION)

The City Council of the City of Atlantic, Iowa (the "City"), will meet on April 3, 2024, at the Atlantic City Hall, Atlantic, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000 for the purpose of paying the costs, to that extent, of acquiring vehicles and equipment for the municipal police and fire departments.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Atlantic, Iowa.

City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER
INTO A LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$360,000

(GENERAL OBLIGATION)

The City Council of the City of Atlantic, Iowa (the "City"), will meet on April 3, 2024, at the Atlantic City Hall, Atlantic, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed 360,000 for the purpose of paying the costs, to that extent, of acquiring emergency electric generators and improving and equipping the municipal library.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter

By order of the City Council of the City of Atlantic, Iowa.

City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$810,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 20, 2024.

Mayor

Attest:

City Clerk

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RESOLUTION NO. 20-24

Resolution taking additional action on proposal to enter into a General Obligation Solid Waste Management Loan Agreement and providing for the levy of taxes to pay the same

WHEREAS, the City of Atlantic (the "City"), in Cass County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$90,000 for the purpose of paying the costs, to that extent, of funding the construction of solid waste disposal facilities and improvements, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 20, 2024; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue one or more series of General Obligation Solid Waste Management Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Bonds before July 1, 2025; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2024-2025 fiscal year for the payment of such anticipated principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Atlantic, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$90,000.

Provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Cass County Auditor and said Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 20, 2024.

Attest:

Mayor

City Clerk

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CITY OF
Atlantic

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ATLANTIC, IOWA

AND

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

IOWA COUNCIL 61

POLICE DEPARTMENT

JULY 1, 2024 TO JUNE 30, 2027

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AGREEMENT

THIS AGREEMENT entered this 20th day of March, 2024 by and between the CITY OF ATLANTIC, IOWA, hereinafter referred to as the "Employer", and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/IOWA COUNCIL 61, and its affiliated Local, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular fulltime and regular part-time employees of the City of Atlantic Police Department, including all regular fulltime and regular part-time police officers and secretary/dispatchers as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4577, dated December 5, 1991, which excludes the Mayor, all elected officials, Chief of Police, Lieutenants, Sergeants, Confidential Secretary, and all others excluded by the Act. Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on the Employer's time except as specifically authorized by the Mayor or his/her designee.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any article or provision is found contrary to applicable law, the parties shall meet to negotiate a replacement article or provision.

ARTICLE 3 NO STRIKE-NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act. The Employer pledges that it will not engage in a lockout during the term of this Agreement.

ARTICLE 4
NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities. The Employer and the Union will meet to decide a course of action to comply with American with Disabilities Act. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and a Union employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. Within five (5) calendar days after the occurrence, the employee and/or the Union shall present the written grievance to the Chief or to his/her designee. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses, as they know them to be. The Chief and/or his/her designee will arrange for a meeting with the employee and/or the Union at the mutually agreeable time to discuss the grievance. The Chief shall respond in writing within (5) working days from the date of the meeting.

Step 2. Within five (5) calendar days after the decision in Step 1, the employee and/or the Union shall then present the written grievance to the Mayor or his designated representative. The Mayor and/or his/her designee will arrange for a meeting with the employee and/or the Union at a mutually agreeable time to discuss the grievance. The Mayor shall respond in writing within (5) calendar days from the date of the meeting.

Step 3. If not resolved, the grievance may be submitted to arbitration within ten (10) calendar days after the decision on Step 2, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as

provided in Step I of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 or 2 is not timely answered by the Employer, it shall automatically be referred to the next Step.

The fees and expenses of the arbitrator shall be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from and add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree with all grievances are to be confidential and no release of information may take place without the agreement of both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer. If postmarked or faxed within the timelines of any step, then the grievance is considered timely. The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization or in the case of an employee grievance, only the approval of the employee.

Bargaining unit employees, including Union representatives, shall not conduct any union activity or union business on the Employer's time except as specifically authorized by the Mayor. An aggrieved employee shall have the right to a Union Representative at all steps of the grievance procedure. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

ARTICLE 6

SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Regular part-time employees shall accrue seniority on a pro rata basis. Seniority shall be administrated on a job classification basis. All new employees (and promotional appointments) shall serve a probationary period not the exceed one (1) year, or six (6) months after the Academy, whichever is longer. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Giving false reason for obtaining a leave of absence.

- (d) An employee absent from work one (1) day without notice to the Employer, without extenuating circumstances.
- (e) Failure to report for work at the end of a leave of absence, without extenuating circumstances.
- (f) Failure to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent by certified mail to the employee's last known address, according to Employer's records. The employee must notify the Employer within (7) calendar days of his/her notice of whether or not they desire to return.
- (g) An employee is off work for any reason for one (1) year, or the length of the employee's seniority, whichever is shorter.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number. An employee's seniority continues to accrue for six (6) months if he/she is promoted out of the bargaining unit.

ARTICLE 7

PROMOTIONAL PROCEDURES

When filling a promotional vacancy, the Employer may consider the employee's qualifications, ability, experience, aptitude, and work record. However, when these factors are reasonably equal between two (2) or more employees, in the sole exclusive discretion of the Department Head, then seniority shall prevail. Employees will be on promotional probation for six (6) months. At all times, the Employer reserves the right to hire from outside to fill the vacancy.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level, either in or out of the bargaining unit, and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay. An employee promoted out of the bargaining unit will accrue seniority for up to six (6) months and then their seniority shall be frozen. An employee, who is promoted out the bargaining unit, may be demoted back into bargaining unit. The demoted employee may exercise his/her seniority rights by bumping the least senior employee.

ARTICLE 8

LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees a notice of thirty (30) calendar days. The employee with the least seniority in the job classification affected shall be laid off first. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off. Probationary employees have no recall rights. An employee shall have recall rights for up to one (1) year.

Employees to be recalled after being laid off shall be notified fourteen (14) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Within seven (7) calendar days after receipt of recall notice, the employee shall inform the Employer of his/her intent to return to work or not. It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

ARTICLE 9

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made at the discretion of the Employer.

Hours of Work: The normal workday for regular full-time Police Department employees shall consist of twelve (12) hours. Normally, there will be a thirty (30) minute paid meal period available for each employee, however, a Patrolman is expected to be on duty at all times and shall respond to calls if necessary during his/her meal time. All employees shall normally have a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work performed and will be granted at the discretion of the immediate supervisor.

The work schedule for Police Officers covered by this Agreement shall be two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off schedule unless the City and the Union mutually agree to a different work schedule. Additional work week to consist of three (3) days on, three (3) days off. The work schedule for Dispatchers/Secretaries covered by this Agreement shall be five (5) days on, two (2) days off schedule, Monday through Friday. The workweek for Clerical Employees shall begin at 11 P.M. on Friday and will end at 11 P.M. the following Friday. The seventeen (17) day cycle for Police Officers shall begin at 11:00 P.M. on June 30, 2003 and will end at 11:00 P.M. seventeen (17) days later, and then the cycle shall begin again.

Work schedules showing the employee's shifts, workdays and hours shall normally be posted three (3) months prior to their effective date. Extra days off shall be scheduled or changed by the Chief or Chief's designee.

The Employer shall provide twenty-four (24) hours written notice to the affected employees prior to making any changes in work schedules unless there is a mutual agreement between the employees and the employer.

All employees shall be granted twelve (12) hours off between shifts. Any hours worked during the twelve (12) hours between shift break shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay, unless there is a mutual agreement between the employee and the employer. (This paragraph will not apply to shift rollovers.)

Employees shall be allowed to switch shifts with another employee as long as both employees mutually agree, the Police Chief or his/her designee approves the switch, and it does not put either employee in overtime status.

Officers will report for duty at the scheduled time. Officers will be assembled and ready to receive roll call information immediately, at the start of the officer's shift. Officers requesting transportation to or from the workplace will be ready one-half (1/2) hour prior to shift and will wait until roll call is finished after shift. Transportation is a courtesy provided by the City at the shift supervisor's discretion. Officers should be ready to provide their own transportation if the working shift is busy. If not picked up by fifteen (15) minutes prior to beginning of the shift, officers must provide their own transportation.

Police Work Schedule: Work schedules showing the employee's shifts, workdays and hours shall normally be posted three (3) months prior to their effective date.

Overtime: Every effort will be made by supervisors to avoid overtime work. However, overtime may be required to minimize the results of severe weather and emergency conditions which interrupt or threaten interruption of essential city services, access and communication. These conditions will receive the fullest attention required.

For police officers, overtime shall be compensated at the rate of time and one-half (1 1/2) for all hours worked outside their scheduled hours or on a scheduled day off, or all hours in excess of one hundred and four (104) in a seventeen (17) day period. Over-time for Secretaries, Dispatchers and clerical employees shall be compensated at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week. Overtime compensation shall be in the form of compensatory time off or overtime pay, with the employee eligible for a maximum of two hundred forty (240) hours paid per year. These two hundred and forty (240) hours is based on one hundred and sixty (160) hours of overtime worked.

The first one hundred and twenty (120) hours of compensatory time (i.e. the first eighty (80) hours of overtime hours) an employee accrues in a year will be taken, at the employee's discretion, in the form of compensatory time off or overtime pay. Any additional compensatory time accrued will be taken, at the City's discretion, in the form of compensatory time or overtime pay.

Requests for compensatory time off shall be granted at the discretion of the Police Chief or his/her designee. Paid leaves (except for paid or unpaid sick leave), vacation time, and holiday shall be counted as working time for the purpose of determining overtime. Except emergencies any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor. Overtime shall not be compensated for more than once for the same hours worked.

School training and travel time will be compensated at straight time unless such hours worked are in excess of one hundred and hour (104) hours in a seventeen (17) day period, then such time spent in mandatory school/ training or travel, will be compensated at the rate of one and one-half

(1 1/2). Employees traveling out of Atlantic on work-related business will receive a \$28 per diem when out of town an entire work day and a \$15 per diem when out of town half a work day. This paragraph does not apply to new officers attending the academy.

Employees may request payment of banked compensatory time or earned overtime with five (5) working days advance notice. The payment for the banked compensatory time or earned overtime shall be included in the next bimonthly paycheck after the employee made the request.

Compensatory hours banked over the two hundred forty (240) maximum shall be automatically included in the next bimonthly paycheck and not require a request of the employee.

Call Back: An employee who is called back to work outside his/her normal workday shall be compensated a minimum of two (2) hours at one and one half (1 1/2) the employee's regular hourly rate, unless such call back is two (2) hours or less prior to his/her shift. Call back time does not apply when an employee is ordered to work beyond his/her regular shift.

Court Appearance Pay: An employee who is required by the Employer to appear in any Court or administrative proceedings during non-working hours as a result of the performance of his/her duties, shall be paid for actual hours spent in Court or for a minimum of two (2) hours, whichever is greater, at one and one-half (1 1/2) times the employee's regular hourly pay.

ARTICLE 10

LEAVES OF ABSENCE

Regular full-time employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave:

- (a) Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee or the employee's family. Sick leave may also be used for physical examinations and consultations with physicians. Emergency dental and chiropractic treatment shall also qualify for sick leave.
- (b) A regular, full-time employee who has completed their probationary period shall be credited with forty-eight (48) hours of sick leave. Sick leave with pay shall accumulate at the rate of eight (8) hours per month of continuous employment and can accumulate up to a maximum of one twelve-hundred (1,200) hours. Any employee with more than twelve-hundred (1,200) hours of accumulated sick leave at the time of adoption of this agreement, may keep earned sick leave but may not accumulate additional sick leave, and after once reducing sick leave to twelve-hundred (1,200) hours may not again exceed that amount.
- (c) Any employee who requests sick leave shall contact the department head or designee prior to the beginning of the employee's scheduled shift whenever possible. A notice of two (2) hours will be required for police officers.

- (d) Upon retirement of employee, the City will buy back one-half of accumulated sick leave up to forty (40) days maximum. Employees shall forfeit all accumulated sick leave upon separation from employment for any reason, except retirement.
- (e) Flu shots will be offered to all employees, at the employer's expense, at the beginning of the flu season.
- (f) Emergency Leave Bank

- a. Creation

- i. Participation in the Emergency Leave Bank Program is entirely voluntary.
- ii. Enrollment may begin prior to the end of the day on June 30th or within 20 days of hire, whichever is first, each year.
- iii. The total Emergency Leave Bank hours at the end of the day on June 30th of the calendar year, shall be the total available for the following day, July 1st, being the start of the new fiscal year and shall remain available until the end of the day on June 30th of the new fiscal year.
- iv. A five (5) person panel, consisting of the Mayor, the Personnel & Finance Committee, and the City Clerk (or if the City Clerk is the applicant, the Deputy City Clerk) will manage the Emergency Leave Bank.
- v. The Department Head and City Clerk shall inform new employees of the Emergency Leave Bank.

- b. Eligibility

- i. Any employee who receives paid leave.
- ii. Employees that are within their first year of employment with the City and during the enrollment period donate a day of their future accrued sick leave to the Emergency Leave Bank.

OR

- iii. Any employee who, after their first year has enrolled and contributed sick leave days to the Emergency Leave Bank is eligible.
- iv. Any employee not eligible for long-term disability who is an Emergency Leave Bank member and who has depleted his/her sick, personal holidays, vacation, compensatory hours, or administrative leave time.

c. Contributions

- i. Each participant who elects to participate may contribute up to the maximum of three days of sick time by the end of the day on June 30th of the calendar year or within 20 days of hire.
- ii. Employees that are already at their maximum sick leave accrual of twelve hundred (1,200) hours may choose to first donate sick leave days scheduled to be lost in the calendar year, in advance of their normal accrual and loss through the regular payroll process.
- iii. A day shall be defined as the regular hours worked in either the full-time employee's or permanent part-time employee's regular workday/shift.
- iv. The members may elect to continue participation by donating an additional day(s) during the next open enrollment period.
- v. The maximum number days held in the Emergency Leave Bank shall be 135 days in any fiscal year; or the number of Full-Time Employees in addition to the number of Permanent Part-Time Employees multiplied by the three (3) day donation cap, whichever amount is greater.

d. Use

- i. The Emergency Leave Bank may be used in cases of sickness or injury to the employee, or verified sickness or injury to the employee's spouse or child where individual care is necessary.
- ii. The application to use the Emergency Leave Bank may be made to the committee for up to ninety (90) business/working days of leave. Employees may reapply for additional days when the Emergency Leave Bank hours are depleted for that year.
- iii. Days of leave shall be granted at the Committee's discretion and account for days available in the Emergency Leave Bank.
- iv. Applications will be reviewed, and applicants will be notified immediately following the earliest possible meeting of the Emergency Leave Committee.
- v. Each year an accounting of the Emergency Leave Bank will be given to the Mayor and the Chair of the Personnel & Finance Committee.
- vi. All information of the origin of donated days and applications submitted shall be kept confidential and anonymous.

- e. The use of the Emergency Leave Bank is not subject to the grievance process.
- f. Full-time employees and permanent part-time employees shall receive a day of sick leave equivalent to their regular hours of the working day/shift.

Worker's Compensation Benefits: Employees shall not be required to utilize sick leave, vacation or earned compensatory time prior to applying for Workers' Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary. If an employee supplements his/her Workers' Compensation benefits with accrued leaves, the time the employee is off on Workers' Compensation shall be considered the same as a leave of absence with pay and all fringe benefits contained in the Agreement shall be provided to the employee.

Funeral Leave: In the event of a death of a regular, full-time employee's spouse, child (step), parent (step), brother, brother-in-law, sister, sister-in-law, father-in-law, grandmother, grandfather; or other persons who are members of the employee's household, the employee shall be granted up to three (3) working days paid funeral leave for attendance at the funeral and other related functions. The Employer may grant additional days, up to, but not to exceed five (5) working days. The additional days (up to five) shall be deducted from the employee's sick leave account for each such occurrence.

Military Leave: A full-time employee may be granted a military leave of absence for a period up to thirty (30) "calendar" days with pay as prescribed by Section 29A.28 of the Code of Iowa. This policy applies to all active state and federal service, including the annual two (2) weeks of field training. Schedules will be arranged in advance so that regular weekend military duty will fall on an employee's scheduled day off.

Jury Duty/Legal Leave: An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except for meals and mileage, to the Employer. When released from duty during working hours, the employee will report to work immediately.

Unpaid Leave:

The Employer may grant unpaid leave of absence for up to six (6) months to regular full-time employee who has completed his/her probationary period, for, illness or other legitimate reasons as determined by the City Council. During an unpaid leave that exceeds thirty (30) calendar days, an employee:

- (a) Does not accrue seniority.
- (b) Does not earn vacation or sick leave.
- (c) Does not collect sick leave benefits.

- (d) Must reimburse the Employer for all coverage under Group, Hospital and Medical Insurance premiums paid while on leave if coverage is desired to be continuous.
- (e) Must reimburse the Employer for all coverage under the Group Life Insurance if coverage is desired to be continuous.

ARTICLE 11

HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Year's Day	Memorial Day
Fourth of July	Veterans Day
Labor Day	Thanksgiving Day
The day after Thanksgiving	Christmas Eve
Three personal holidays	Christmas Day

Except for designated employees working the actual holidays, paid holidays falling on Sunday will be observed on Monday and paid holidays falling on Saturday will be observed on Friday.

The regular full-time employees shall be paid for 8 hours at base pay for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid, in addition to 8 hours of holiday time, time and one-half (1 1/2) the employee's straight time rate for all hours worked.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday after each holiday, unless prior approval is given for such absence. An employee on layoff or unpaid leave of absence is not eligible for holiday pay. In the event a holiday(s) occurs during an employee's scheduled vacation, such holiday shall not be charged as vacation.

ARTICLE 12

VACATION

Eligibility and Allowances. All regular full-time employees who have completed their probationary period shall be eligible for vacation on their seniority date as listed below:

Service Requirement

After one (1) full year of continuous service
After seven (7) full years of continuous service
After ten (10) full years of continuous service

Vacation Allowance

Eighty (80) hours
One Hundred Twenty (120) hours
One Hundred Sixty (160) hours

Vacation requests should be received with as much advanced notice as possible. Vacation requests will be answered as soon as possible, but in no case later than five (5) calendar days from receipt of the request. Vacations must be approved by the department head. Vacation leave may be taken in one (1) hour increments. The Police Chief may require rescheduling of vacation

in emergency situations. In rescheduling vacations the employer will reimburse the employee for any losses of deposits or plane tickets. When two (2) or more employees request vacation for the same period, and not all can be spared from work for the same period, the employee or employees granted vacation will be based on seniority. Once vacation time to be taken is approved by Employer, it can only be changed by a mutual agreement between the Employer and the employee, except in emergency situations. Vacation must be taken during the anniversary year; however, up to one hundred sixty (160) hours of vacation may be accumulated and carried over to the next year. Any changes made to the City's Personnel Policy for non-union covered employees of the City which allow for increased flexibility or benefits shall also be granted to employees covered by the AFSCME Collective Bargaining Agreement.

Upon resignation or termination, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination. An employee is not eligible for vacation until completion of one (1) full year of continuous full-time service. During subsequent anniversary employment years, a regular fulltime employee can earn and use pro rata vacation time and pay based upon straight time hours worked. Upon resignation or termination from City employment, an employee will be compensated for unused vacation for the "vacation year" in addition to any vacation earned, based on months of service in the current year, up to the date of resignation. Vacation pay will be at the employee's pay for the day or week for which he/she would have been regularly scheduled to work

ARTICLE 13

UNIFORM ALLOWANCE

The Employer will allow up to \$500 per fiscal year for a uniform/dry cleaning allowance, to be used at the employee's discretion. If an employee does not use the entire \$500 in any fiscal year, up to \$200 of the unused allowance may be carried over into the next fiscal year. This allowance can be used to purchase any item of clothing or equipment from the initial list. (A copy of the initial list is attached as Appendix B.) Any item not on the initial list needs to be approved by the Chief of Police. Any uniform damaged in the performance of the officer's official duties will be replaced by the Employer. Any item on the initial issue list that is added or changed, and is required by the Chief, shall be provided to officers at the Employers expense.

"Duty" handguns and radios cannot be purchased through the uniform allowance; these items shall be furnished and maintained by the Employer. Concealable handguns and bulletproof vests may be purchased through the uniform allowance, with the approval of the Police Chief. The maintenance of the concealable handguns and bulletproof vests are the responsibility of-the Employer.

Damage to Personal Items: The Employer agrees- that employees may submit to the Police Chief requests for reimbursement for up to two hundred fifty dollars (\$250) for eyeglasses and fifty dollars (\$50) for watches damaged in the performance of assigned duties. The Employer agrees that employees may submit requests to the City Council for claims denied by the Police Chief for which are in excess of two hundred fifty dollars (\$250). If the City Council requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The Police Chief may at his/her discretion certify that personal items were lost or damaged in the

performance of the employee's assigned duty. The Employer shall make a good faith effort to expedite the claims submitted pursuant to this Section.

ARTICLE 14 **WORK RULES**

The Employer may, from time to time, develop, put into effect and enforce work rules through employee discipline. The Employer agrees to establish work rules. These work rules shall not conflict with any of the provisions of this Agreement. Said work rules or amendments to existing work rules will be sent to the Union five (5) workdays prior to their effective date.

ARTICLE 15 **PERFORMANCE EVALUATION**

Employees will be evaluated by the Police Chief or his/her designee annually. A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee. All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

ARTICLE 16 **HEALTH AND SAFETY**

The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety. The Employer, the Union and the employees agree to comply with all health and safety standards adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

ARTICLE 17 **MISCELLANEOUS**

The Employer agrees to pay all employees on a bi-monthly basis. Payday shall be on the 13th and 28th of each month. If the scheduled payday falls on a holiday or weekend, the preceding workday shall be payday.

Management discretion in hiring. The Chief of Police shall have the authority to offer incentives to recruit certified officers from other departments as conditions of employment for open officer positions. Incentives offered shall be confined to sign-on cash benefits, credited vacation time and/or similar benefits that are not in contradiction with the collective bargaining agreement.

ARTICLE 18 **BULLETIN BOARD**

The Union shall be allowed to utilize space on existing bulletin board customarily used for the posting of information to the employees in the unit. No political campaign literature or material detrimental to the Employer of the Union will be allowed on the bulletin board.

ARTICLE 19

INSURANCE

For the duration of this Agreement:

The Employer shall pay 92% of the monthly cost of the health insurance premium for a Single Health Insurance Plan for each eligible, regular, full-time employee.

The Employer shall pay 85% of the monthly cost of the health insurance premium for a Family Health Insurance Plan for each eligible, regular, full-time employee.

The Employer shall agree to contribute \$300, annually, to the employee's medical flex benefit plan, regardless of their own contribution to said plan.

The Employer agrees that, in the event it becomes necessary to change insurance, the Employer will obtain insurance coverage equivalent to the coverage in effect as of July 1, 2018.

On July 1, 2018 the City offered a \$1,500/\$3,000 deductible plan to all employees and shall strive to maintain this plan. To keep premiums down, the City has a self-insured policy of \$4,000/8,000, per employee, exposing the City to greater risk, while keeping premiums lower.

In the event that premiums see growth greater than 5% for single policies or 9% for family policies, the Employer shall follow the following procedure to address the issue:

1. Determine if this will result in deficit spending in the Employee Benefits Fund. If it does not, then no changes shall be made.
2. If a deficit is determined, the Employer shall review the budget and determine if cash reserves are sufficient to warrant a deficit in the Employee Benefits Fund. If this does not resolve the problem;
3. The City shall raise its \$4,000/\$8,000 self-insured portion first, in an attempt to lower the total cost of insurance. If this does not resolve the problem;
4. If Steps 1-3 are ineffective at keeping premiums at a sustainable level, The City shall be authorized to raise deductibles on the Employee's plan. However, the increases must be made in conjunction with increases in the Employer's self-insured increments no less than twice the rate of the Employee's increment.

Example: Step 4 is required to address catastrophic increases in health insurance premiums.

	Employee	Employer Self-Insurance
Current Deductible	1,500 / 3,000	4,000 / 8,000
New Deductible	2,000 / 3,500	5,000 / 9,000

If an Employee chooses to not accept the Life, Health, and Dental package offered by the Employer, they must sign an insurance waiver form and will receive 250.00 per month through a 457 deferred compensation plan. To be eligible for this waiver, the Employee must provide to Employer, upon request, adequate proof of current group health insurance plan.

ARTICLE 20 **LONGEVITY PAY**

Longevity pay shall supplement base wages for employees based on years of full time continuous service The table for this pay is located in Appendix A of this agreement.

ARTICLE 21 **PHYSICAL FITNESS**

Either a Single or Family YMCA Membership available to all Police Officers (depending on their preference) and fully paid for by the City. This benefit shall be granted regardless of the outcome of the ILEA physical fitness test results.

ARTICLE 22 **DURATION**

THIS AGREEMENT shall be effective from July 1, 2024 through June 30, 2027. Wages will be open for negotiations for fiscal years beginning July 1, 2025 and July 1, 2026. All other terms and conditions of the agreement shall be maintained for the term of the contract. Unless otherwise mutually agreed upon by both the employer and the collective bargaining unit.

Signed this _____ day of, 2024.

By _____
Mayor

By _____
Council Representative

By _____
City Administrator

By _____
Local 1414 Bargaining Chair

By _____
Chief of Police

Appendix A

Annual Base Wage Increase, Employer Medical Flex Plan Contributions and Longevity Table

7/1/2024

Upon Hire, Non-Certified Officer	28.73
Upon Hire, Certified Officer	29.83
Upon Successful Completion of Academy	29.83
Six Months After Hire, Certified Officer	30.81
Six Months After Completion of Academy	30.81
Flex Medical Plan Employer Contribution	300.00

Longevity Pay

07/01/2024

Years of Service	Hourly Increase
0	-
1	1.80
2	2.00
3	2.20
4	2.40
5	2.60
6	2.80
7	3.00
8	3.20
9	3.40
10	3.60
11	3.80
12	4.00

The definition of "certified officer" shall generally be understood as those certified by the Iowa Law Enforcement Academy. In instances where certification is found in a State other than Iowa, it shall be at the Chief of Police's discretion to reconcile the requirements for "certified officer" pay.

Appendix B

The following equipment is furnished by the department as an initial issue and shall be of the type prescribed by the Chief of Police.

INITIAL ISSUE EQUIPMENT

The following equipment is typically furnished by the Department as an initial issue and shall be of the type prescribed by the Chief of Police. In the event an officer is required to perform non-standard duties, other initial equipment may, at the Chief's discretion, be issued.

Badge	2
Wallet Badge	1
Rank Insignia	2
Name Bar	1
Identification Card	1
Gun Permit	1
Hand Gun	1
Hand Gun Holster	1
Magazine	3
Magazine Pouch	1
Ammunition	37
Portable Radio	1
Portable Radio Case	1
Handcuffs	1
Handcuff Case	1
Duty/Equipment Belt	1
Trousers Belt	1
Belt Keepers	4
Bullet Proof Vest	1
(upon officer's request)	

INITIAL ISSUE UNIFORMS

Summer Shirts	3
Winter Shifts	3
Shoulder Patches	16
Trousers	3
Ties	2
Shoes or Boots	1
Combination Jacket	1
(winter/spring/fall)	

After receiving the initial issue, the officer is not eligible for the clothing allowance for that year. Replacement of these items thereafter will normally be made with the uniform allowance, with the exception of the handgun and the portable radio. Personal equipment furnished by the officer. Officers are required to furnish, at their expense, a watch and a pen or pencil.

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ONGOING SUPPORT

City of Atlantic, Iowa Contract Extension

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

Annual Contract Extension

\$15,000

Extends your agreement by an additional 12 months from previous contract execution. During that 12 month period, you will continue to receive the following:

Plus \$2,500 in reimbursable travel expenses Not to exceed \$17,500

- Updated Retail Trade Area Boundary
- Updated Research, Analysis, and Reports
- Continued Recruitment of Retailers and Developers
- Retail Trade Show Representation
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and Data Needs

Payments

Payment One - \$10,000 Upon execution of contract

Payment Two - \$5,000 At 180 days following execution of contract

Signatures

Aaron Farmer, President, The Retail Coach, LLC.

Date _____

Grace Garrett, Mayor, City of Atlantic

Date _____

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LOST Progress Fund

Acct. #	Line Item	FY 2023 Actual	FY 2024 Proposed	FY 2024 Revised Estimate	FY 2025 Proposed
	BEGINNING BALANCE	443,804	341,399	341,399	342,027
	<u>Revenues</u>				
121-520-4715	Refunds/Rebates	-	-	1,000	-
121-910-4838	Transfer In (LOST Revenue)	398,475	410,979	476,854	489,013
121-950-4300	Interest	9,341	12,657	9,960	10,300
121-950-4705	Fireworks Donations	-	-	1,200	-
121-950-4715	Refunds	3,279	300	43	300
	TOTAL	411,095	423,936	489,057	499,614

Acct. #	Line Item	FY 2023 Actual	FY 2024 Proposed	FY 2024 Revised Estimate	FY 2025 Proposed
	<u>EXPENDITURES</u>				
121-210-6740	Sidewalks / Pathways	-	-	-	-
121-299-6372	Yard Waste Site/Leaf Grinding	2,913	2,500	2,500	8,000
121-350-6501	Mosquito Spraying	10,920	9,200	9,200	9,353
121-450-6413	Payments - Other Agencies	30,475	30,000	30,000	30,000
121-510-6734	Beautification	317	-	414	-
121-510-6411	Legal/Title/Recording Fees	610	-	942	-
121-520-6490	Industrial Development (CADCO)	35,000	35,000	47,700	47,700
121-520-6494	Website Development	600	25,000	15,000	4,199
121-520-6593	Christmas Lighting	78	-	-	-
121-520-6499	Fireworks	11,000	10,750	13,500	11,000
121-521-6490	Commercial Development (Chamber)	36,797	35,000	47,700	47,700
121-521-6460	Chamber - Annual Event Promotion	-	45,000	45,000	45,000
121521-6465	Produce in the Park	-	8,500	8,500	8,500
121-522-6490	Commercial Development Services	15,000	5,000	15,000	5,000
121-520-6411	Legal	9,942	-	5,000	10,000
121-530-6490	Housing Development Program	93	-	-	-
121-530-6499	Demolition	3,587	23,063	12,500	23,063
121-540-6490	Planning Studies	-	20,000	15,000	5,000
121-599-6240	Community Development Planning	283	-	-	-
121-620-6210	SWIPCO Dues	4,415	5,500	4,415	4,415
121-620-6413	Contribution Other Agencies	35,500	35,500	35,500	35,500
New Number	Transfer Out (Airport Projects)	3,750	-	7,500	-
121-910-6929	Transfer Out (CDBG Fund)	3,562	-	-	-
121-910-6911	Transfer Out (General Fund)	20,920	43,977	43,977	36,558
121-910-6967	Transfer Out (Housing Development)	211,812	-	25,000	65,000
121-910-6928	Transfer Out (EDR Fund)	11,344	-	-	-
121-910-6970	Transfer Out (Beautification)	58,500	50,000	60,000	50,000
121-910-6919	Transfer Out (Debt Service)	6,081	38,000	44,081	51,000
	TOTAL	513,500	421,989	488,429	496,987

Ending Balance	341,399	343,346	342,027	344,654
Reserve Balance	66.48%	81.36%	70.03%	69.35%

Atlantic Beautification Trust

Line Item	FY 2023 Actual	FY 2024 Budget	FY 2024 Revised Estimate	FY 2025 Budget
Starting Fund Balance	44,098	61,656	48,733	26,673
<u>Revenue</u>				
024-530-4300 Interest on Investments	-	-	-	-
024-530-4710 Misc. Income	-	-	-	-
024-510-4440 Grants	-	-	-	-
024-530-4830 Transfer In (LOST Progress)	58,500	50,000	60,000	50,000
024-530-4831 Transfer In (General)	-	-	-	-
Totals	58,500	50,000	60,000	50,000
<u>Expenditures</u>				
024-510-6407 Engineering	-	-	6,000	-
024-510-6507 Operating Supplies	36	-	-	-
024-510-6601 Signs	1,077	7,000	46,375	61,620
024-510-6733 Grass Seed & Trees	6,278	-	4,885	-
024-510-6799 Capital Improvements (Fence, 7th & Olive)	46,474	-	24,800	-
Totals	53,865	7,000	82,060	61,620
Ending Fund Balance	48,733	104,656	26,673	15,053

\$5,339.05 for Banners

12,439.05 \$38,636 for 1, Big Entrance Sign at Walmart.

\$2,400 for Cass Health Interstate Billboard for Christmas in Atlantic

20,540 3 Remaining "Welcome to the City of Atlantic Signs - Jamie Quote 8/2/2023

Downtown Plantings - \$20,000

4 Downtown Benches @ \$1,200 a piece = \$4,800 9/22/2023

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Library Director's Report to City Council

February 2024

GENERAL UPDATES

Here's the quick update on the projects upstairs: We had help from other city departments to move the offices and other furniture from upstairs on March 1 & 2. Library Furniture International (LFI) completed Phase 1 move on March 4th. Avis Painting has been working on site March 5-7. It looks really good so far! Carpet tiles should start going in the week of March 11. LFI can come back to move Phase 2 as soon as flooring is completed in the staff area and south side of the upstairs.

I still have no answer from PerMar about the "addressable smoke detector" issue. I pushed that the circuit board looks like it can accept more zones (and even sent a picture!) but haven't gotten any confirmation from PerMar that it is possible to add a zone as opposed to starting over from scratch for the whole building. Thankfully, my Schumacher elevator contact has been very patient.

Sue Petersen, youth services librarian, and I attended Legislative Day at the capitol and were able to talk briefly with Tom Moore and Tom Shipley as well as network with other librarians. Senator Shipley recalled conversations from our library coffee in November and speaks very highly of the services libraries provide to their communities.

We were awarded a second Libraries Transform Communities (LTC) grant from the American Library Association for a new accessibility project. We will receive \$10,000 to study and implement programs for adults and teens with developmental disabilities. That means another round of webinars to attend in March and a community conversation to plan when work at the library is completed. Here's what I wrote for the grant application:

I'm not sure I have a good understanding of the best way to serve the primary audience yet. I just know they exist and are being under-served by the library. The plan will begin with staff time for research and strengthening community partnerships with some or all of the support service providers identified above (Trivium, REM, VODEC, etc.). We will then hold conversations with our primary audience and their care givers to better understand what they want. One idea is to begin an affiliation with Next Chapter Book Club as we regularly see (and hear) day hab participants read children's picture books to each other during their library visits. I would also like to research building a collection of high-low books for adults, books with an easy reading level yet are written to appeal to adults and not children. There is definitely a lack of regular entertainment options in town and many expressed in our first conversation wanting more options for activities in the evenings. Some other potential services could include providing sensory experiences at the library or in a kit to checkout, installing a communication board for nonverbal people, or offering adaptive computer equipment.

PROGRAMMING NOTES

Mark your calendars for Community Shred Day on April 13 and April 17-20 for the Friends Book Sale.

Cass County Library Association is planning to hold another Pizza, Puzzle, Pub fundraiser for Dolly Parton's Imagination Library in Cass County. The event will be held on Saturday, April 20 at The Venue. Registration is required and prizes are awarded for the first team to complete a 300-piece puzzle, eat a large pizza, and drink 12 beverages. You can find more information on the library's online calendar or on Facebook.

The summer library theme this year is Read, Renew, Repeat. Sue has been working on the summer calendar and scheduling events with partner organizations. We are planning a family kick-off event in May and have contracted with the Cockatoo Encounter for June. They will bring at least three birds that have been rescued from abuse, neglect, or abandonment including one bird that paints.

MEETINGS & CONTINUING EDUCATION

February 2	Cass County Library Association meeting (virtual) Recorded 1950's Fun Chat about libraries with Janine Knop
February 6	Met with City Administrator regarding FY25 budget
February 12	Attended library board of trustees meeting
February 13	Attended City Department Heads meeting
February 14	Led Library staff meeting ILA Communications Committee meeting (virtual)
February 27	Rotary board meeting Library Marketing Book Club (virtual) <i>Break the Wheel</i> by Jay Acunzo There's More to the Story discussion group

Monthly Report for February 2024

TOTAL CIRCULATION				5119
PRINT	Adult	Teen	Juvenile	
Books	1413	282	1168	
Magazines	57		8	
Kit/Other			5	
TOTAL	1470	282	1181	

NON-PRINT	Adult	Teen	Juvenile	
Videos	296		215	
Audios	69	25	126	
TOTAL	365	25	341	
Total Physical Circ:				3664

DIGITAL LIBRARY	read	A/V	
OverDrive books	365	307	
OverDrive Magazine	252		
Hoopla	157	374	
TOTAL	774	681	
Total Digital Circ:			1455

LIBRARY PROGRAMS			
	Programs	Total Attendees	
General Interest	1	5	
Outreach			
Adult	10	128	
Outreach			
Teen			
Outreach			
Child (6-11)	2	8	
Outreach			
Young Child (0-5)	5	81	
Outreach	5	78	
TOTAL	23	300	

PATRON TYPES	3627
Atlantic	2175
Cass Co. Rural	664
Warne	101
Wfota	3
Open Access	639
Libraries	
Out of State	45

OPEN ACCESS	639
Adair	83
Anta	46
Audubon	52
Avoca	21
Casey	8
Council Bluffs	5
Corning	19
Creston	13
Cumberland	2
Elk Hom	9
Extra	41
Greenfield	2
Griswold	77
Harlan	1
Lewis	40
Massena	4
Oakland	10
Walnut	52
Carroll	2
Brayton	4
Bridgewater	2
Hancock	27
Marion	20
Kimballton	99

LIBRARY INCOME			
General Fund	\$635.25	Gifts Fund	\$299.60
Copier/Printer	\$294.90	Donations	\$89.00
Fax	\$190.00	Sales	\$6.60
Fees	\$145.35	Memorials	
Sale	\$5.00	Grants	
Other		Other	
State			
County/Contract		DPIL	
Non-Res. Fees		VIP CONNECTIONS	\$204.00

ONLINE LIBRARY

DATABASE USAGE	39
**Ancestry.com	
Creativebug (views)	
HelpNow	12
Heritage Quest	
JobNow/VetNow	7
Niche Academy	8
Rocket Languages	12
Syndetics (quarterly)	

Door Count	3752
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COMMUNITY SPACE	
Meeting Room A/B	4
Community Room	3
Other	

INTERLIBRARY LOAN	
Received	35
Sent	43

**Unable to access Ancestry stats. Will report Feb & March next month.

Website Views	1451
Unique Visits	700
Archives Users	107
Archives sessions	354
Facebook Likes	1361
Facebook Reach	2130
Computer Usage	264
Tablet Usage	36

Wi-Fi Usage	1018
AWE Usage	401

VOLUNTEERS	
Amount	6
Hours worked	33

New cards	25
Renewed cards	33

Public Works
Monthly Report
February 2024

Cold patch

Cut trees

Haul rock for gravel roads

Pick up trash downtown every Friday

Fix equipment

Push snow

Crack seal – we are finishing up the 2025 CIP for crack sealing and have started on the 2026 CIP list. Below is the engineer estimate and the actual cost.

Engineer estimate \$ 35,700.00

Product cost to date \$ 4,313.00 = Savings of \$ **31,387.00**