

-Notice of Public Meeting-

Governmental Body: Elkhart City Council

Date of Meeting: August 21, 2023

Time/Place of Meeting: 6:00 PM - Elkhart Community Center-264 NW Garfield Ave

NOTE: All public comments will generally be limited to a maximum of three (3) minutes per person and shall fall under Agenda Item 5: Citizen Hearing and Other Communications. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate.

Business Meeting Agenda:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Citizen Hearing and Other Communications:
 - a. Polk County Sheriff Report
 - b. Scott Drey-Fire Chief
 - c. Public Comments on items not on the Agenda-3-minute limit
6. Reports of Elected Officials, City Staff and Standing Committees
7. Consent Agenda:
 - a. July Cash Report
 - b. July Treasurer's Report
 - c. July Budget Report
 - d. August Bills submitted
 - e. July Minutes of Council Meeting
 - f. Hen House Pub n' Grub Alcohol Permit
8. Discussion and Approval of Elkhart Community Betterment Organizations Alcohol Permit for September 16, 2023 Fall Festival
9. Approval of Street Closings for Fall Festival
10. Presentation of a Donation to Parks and Rec for fencing at the Parks given by Andrew Cory and the Betterment Committee
11. Resolution of Approval for Pay Estimate #1-2023 Prairie Pointe Park Improvements Project
12. Resolution of Approval for Pay Estimate #1-Water Treatment Plant Project
13. Resolution of Approval for Final Pay Estimate and Certificate of Completion-East Storm Trunk Sewer and Lagoon Modifications Project
14. Resolution of Approval for Pay Estimate #1-2023 Prairie Pointe Park Pond Seeding Project
15. Appointment of New Member added to the Elkhart Fire/Ambulance Crew- Josh Simeons
16. Resolution to Set a Public Hearing Date for Wenthold Annexation
17. Discussion and Possible Action on Elkhart Christian Church Parking Lot
18. Resolution of Approval of Development Agreement between the City and Robert and Deborah Terrell for transfer of Land
19. Resolution of Approval Deleting Property from the Elkhart Urban Renewal Area
20. Ordinance 2023-6-1st Reading-Deleting Property from the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa
21. Resolution Setting Date for Public Hearing on Designation of the Expanded Elkhart Urban Renewal Area and on Urban Renewal Plan Amendment
22. Resolution Setting Date for Consultation of Elkhart Urban Renewal Area
23. Discussion and Possible Action of Mean Machine Road Closure's for September 16 event
24. Discussion and Possible Action of Neighborhood Party Road Closure's for September 16 event
25. Resolution of Approval for Elkhart's Participation in Polk County's CDBG Program
26. Discussion and Possible Action of PFM's updated Engagement Letter
27. Resolution of Approval for Quote for Engineered Mulch for the West Side Playground at City Park
28. Resolution of Approval for Quote for Fencing around the Basketball Hoops in Prairie Pointe Park
29. Discussion and Possible Action Cemetery Space and Availability and Requests of the Board
30. Resolution of Approval of the Resignation of Chad Sands, City Administrator
31. Resolution of Approval of the Resignation of Brian Shipley, Councilman
32. Adjourn

Date Posted: Thursday, August 17, 2023

Consent Agenda

August 21, 2023

BANK CASH REPORT
2023

BANK FUND GL	BANK NAME	JUNE CASH BALANCE	JULY RECEIPTS	JULY DISBURSMENTS	JULY CASH BALANCE	OUTSTANDING TRANSACTIONS	JUL BANK BALANCE
COMM STATE BANK - OPERAT BK#1							
BANK	COMM STATE BANK - OPERAT BK#1						1,771,800.47
001	CHECKING - GENERAL	75,305.42	45,452.25	57,351.67	63,406.00	98,313.63	
002	CHECKING	30,263.23	0.00	0.00	30,263.23	14,300.00	
110	CHECKING - RUT	84,826.94	9,912.34	2,615.17	92,124.11	7,402.32	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFITS	230.00	67.86	0.00	297.86		
119	CHECKING - EMERGENCY	52.77	15.58	0.00	68.35		
121	CHECKING - LOCAL OPTION	191,719.39	12,680.22	0.00	204,399.61		
125	CHECKING - TIF	422,576.08	556.27	0.00	423,132.35		
165	CHECKING - RESTRICTED CULTURE	0.00	0.00	0.00	0.00		
167	CHECKING - ELKHART MEMRL PARK	1,432.00	0.00	0.00	1,432.00		
200	CHECKING - DEBT SERVICE	5,954.89	44.56	0.00	5,999.45		
301	CHECKING - CAPITAL PROJECT	0.50	0.00	0.00	0.50		
302	CHECKING - URBAN RENEWAL	0.00	0.00	0.00	0.00		
306	CHECKING- SEWER LAGOON FACILIT	130,670.55-	0.00	0.00	130,670.55-		
307	CHECKIN - SEWER IND PARK	0.00	0.00	0.00	0.00		
308	CHECKING- WATER INDUSTR PARK	0.00	0.00	0.00	0.00		
309	CHECKING	0.00	0.00	0.00	0.00		
311	CHECKING-COMP PLAN	0.00	0.00	0.00	0.00		
312	CHECKING-MAIN STREET	115,288.72	0.00	1,870.00	113,418.72	1,870.00	
313	CHECKING-PRAIRIE POINT	359,325.61	16,478.50	2,611.04	373,193.07	2,611.04	
314	CHECKING-WA TREATMENT EXT	126,046.30-	0.00	1,750.00	127,796.30-	1,750.00	
315	CHECKING-MAINTENANCE SHOP	9,703.33	0.00	1,750.00	7,953.33	1,750.00	
316	CHECKING-STORM WATER	115,902.34	0.00	0.00	115,902.34		
317	CHECKING-LIFT STATION	375,762.86	0.00	13,049.73	362,713.13	13,049.73	
600	CHECKING - WATER	141,366.18	26,643.87	13,872.08	154,137.97	25,368.85	
601	CHECKING - WATER SINKING	3,956.03	0.00	0.00	3,956.03		
610	CHECKING - SEWER	21,062.17	23,583.86	11,711.40	32,934.63	22,967.36	
611	CHECKING-SRF-2020B	0.00	0.00	0.00	0.00		
612	CHECKING-NO LONGER USING-2018A	0.00	0.00	0.00	0.00		
613	CHECKING-SRB 2018B	0.00	0.00	0.00	0.00		
740	CHECKING - STORMWATER	57,244.24	3,285.28	871.63	59,657.89	2,034.44	
	PENDING CREDIT-CARD DEPOSITS					1,087.76	
	DEPOSITS					206,051.31	
	WITHDRAWALS					961.98	
COMM STATE BANK - OPERAT TOTAL		1,755,255.85	138,720.59	107,452.72	1,786,523.72	14,759.72-	1,771,764.00

WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS DIFFERENCE --> 36.47-

COMM STATE BANK - CAP PRJ BK#2

BANK	COMM STATE BANK - CAP PRJ BK#2						7,427.91
001	CHECKING - GEN BANK2 CAP PROJT	7,427.27	0.94	0.00	7,428.21		
	DEPOSITS					0.30	
COMM STATE BANK - CAP PRJ BK#2		7,427.27	0.94	0.00	7,428.21	0.30-	7,427.91

BANK CASH REPORT
2023

BANK FUND GL	BANK NAME NAME	JUNE CASH BALANCE	JULY RECEIPTS	JULY DISBURSMENTS	JULY CASH BALANCE	OUTSTANDING TRANSACTIONS	JUL BANK BALANCE
COMM STATE BANK - LND EQP BK#3							
BANK 001	COMM STATE BANK - LND EQP BK#3 CHECKING - GEN BANK3 LAND/EQUP DEPOSITS	15,261.75	4.66	0.00	15,266.41	4.66	15,261.75
	COMM STATE BANK - LND EQP BK#3	15,261.75	4.66	0.00	15,266.41	4.66-	15,261.75
COMM STATE BANK - MEMPARK BK#4							
BANK 167	COMM STATE BANK - MEMPARK BK#4 CHECKING-ELK.MEMRL PARK BOARD	0.00	0.00	0.00	0.00		
	COMM STATE BANK - MEMPARK BK#4	0.00	0.00	0.00	0.00	0.00	0.00
COMMY ST BANK - CEMASSC BK#5							
BANK 168	COMMY ST BANK - CEMASSC BK#5 CHECKING-ELK.CEMETERY ASSOCIAT	1,285.12	0.00	0.00	1,285.12		1,415.58
	COMMY ST BANK - CEMASSC TOTALS	1,285.12	0.00	0.00	1,285.12	0.00	1,285.12
WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS						DIFFERENCE -->	130.46-
Bankers Trust DM BK#6							
BANK 169	Bankers Trust DM BK#6 CHECKING	0.00	0.00	0.00	0.00		
	Bankers Trust DM TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
VERIDIAN CREDIT UNION BK#7							
BANK 169	VERIDIAN CREDIT UNION BK#7 CHECKING-ELK.COMMUNITY BETTERM	0.00	0.00	0.00	0.00		
	VERIDIAN CREDIT UNION TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
COMM ST BK-FIRE RESTRICT BK#8							
BANK 166	COMM ST BK-FIRE RESTRICT BK#8 CHECKING	686.89-	0.00	0.00	686.89-		366,025.96
BANK 166	FIRE DEPT RESTRICTED CASH DEPOSITS	366,512.80	229.90	0.00	366,742.70	29.85	
	COMM ST BK-FIRE RESTRICT BK#8	365,825.91	229.90	0.00	366,055.81	29.85-	366,025.96
TOTAL OF ALL BANKS		2,145,055.90	138,956.09	107,452.72	2,176,559.27	14,794.53-	2,161,764.74

TREASURER'S REPORT
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	98,194.44	45,452.85	34,952.70	22,393.97-	86,300.62
002 ARPA	30,263.23	.00	.00	.00	30,263.23
110 ROAD USE TAX	84,826.94	9,912.34	2,615.17	.00	92,124.11
111 I-JOBS	.00	.00	.00	.00	.00
112 EMPLOYEE BENEFITS	230.00	67.86	.00	.00	297.86
119 EMERGENCY FUND	52.77	15.58	.00	.00	68.35
121 LOCAL OPTION SALES TAX	191,719.39	12,680.22	.00	.00	204,399.61
125 TAX INCREMENT FINANCING	422,576.08	556.27	.00	.00	423,132.35
165 RESTRICTED CULTURE & RE	.00	.00	.00	.00	.00
166 FIRE DEPT RESTRICTED	365,825.91	229.90	.00	.00	366,055.81
167 ELKHART MEMORIAL PARK F	1,432.00	.00	.00	.00	1,432.00
168 CEMETERY ASSOCIATION FU	1,285.12	.00	.00	.00	1,285.12
169 COMMUNITY BETTERMENT FU	.00	.00	.00	.00	.00
200 DEBT SERVICE	5,954.89	44.56	.00	.00	5,999.45
301 CAPITAL PROJECT FUND	.50	.00	.00	.00	.50
302 CAPITAL PROJ URBAN RENE	.00	.00	.00	.00	.00
306 SEWER LAGOON FACILITY	130,670.55-	.00	.00	.00	130,670.55-
307 SEWER INDUSTRIAL PARK	.00	.00	.00	.00	.00
308 WATER INDUSTRIAL PARK	.00	.00	.00	.00	.00
309 CHECKING-CAP IMPROVE PL	.00	.00	.00	.00	.00
311 CHECKING-COMP PLAN	.00	.00	.00	.00	.00
312 CHECKING-MAIN STREET	115,288.72	.00	1,870.00	.00	113,418.72
313 PRAIRIE POINT PARK-2022	359,325.61	16,478.50	2,611.04	.00	373,193.07
314 WA TRTMENT EXT-2022A	126,046.30-	.00	1,750.00	.00	127,796.30-
315 MAINTENANCE SHOP-2022A	9,703.33	.00	1,750.00	.00	7,953.33
316 STORM WATER-PHASE1-2022	115,902.34	.00	.00	.00	115,902.34
317 LIFTSTATION PROJ-2022A	375,762.86	.00	13,049.73	.00	362,713.13
600 WATER	141,366.18	25,179.05	12,407.25	.01-	154,137.97
601 WATER SINKING	3,956.03	.00	.00	.00	3,956.03
610 SEWER	21,062.17	23,583.86	11,711.41	.01	32,934.63
611 SRF LOAN-2020B	.00	.00	.00	.00	.00
612 NO LONGER USING 2018A	.00	.00	.00	.00	.00
613 CHECKING-SRB 2018B	.00	.00	.00	.00	.00
740 STORM WATER	57,244.24	3,102.96	689.31	.00	59,657.89
Report Total	2,145,255.90	137,303.95	83,406.61	22,393.97-	2,176,759.27

BUDGET WORKSHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER ACCOUNT TITLE	2 YRS AGO EXP	LYR EXPENSE	CURRENT BUDGET	EXPENDED YTD	NEW BUDGET
POLICE TOTAL	33,850.09	35,666.92	37,236.00	411.58	.00
EMERGENCY MANAGEMEN	5,554.43	33,506.95	21,140.00	10.79	.00
FIRE TOTAL	48,887.47	47,341.92	76,544.00	6,073.39	.00
FIRE DEPT RESTRICTE	.00	.00	.00	.00	.00
AMBULANCE TOTAL	6,959.05	9,663.98	14,050.00	60.77	.00
BUILDING INSPECTION	87,183.03	47,792.33	90,000.00	1,157.25	.00
ANIMAL CONTROL TOTA	.00	.00	.00	.00	.00
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PUBLIC SAFETY TOTAL	182,434.07	173,972.10	238,970.00	7,713.78	.00
ROADS, BRIDGES, SID	84,067.73	51,967.42	141,818.00	3,521.39	.00
STREET LIGHTING TOT	10,006.79	10,719.51	10,750.00	861.75	.00
TRAFFIC CONTROL & SA	2,094.27	1,470.38	3,000.00	50.00	.00
SNOW REMOVAL TOTAL	17,123.69	15,932.48	17,427.00	895.65	.00
GARBAGE TOTAL	2,280.32	903.72	2,500.00	1,390.06	.00
RECYCLING TOTAL	16,465.36	17,165.52	17,500.00	1,594.08	.00
GARAGE OTHER PUB WO	48,859.14	60,814.80	145,122.00	2,528.83	.00
STORM SEWER TOTAL	.00	.00	.00	.00	.00
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PUBLIC WORKS TOTAL	180,897.30	158,973.83	338,117.00	10,841.76	.00
HEALTH REGULATION/I	.00	.00	.00	.00	.00
WATER,AIR,MOSQUITO	1,146.36	1,593.51	.00	.00	.00
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HEALTH & SOCIAL SER	1,146.36	1,593.51	.00	.00	.00
LIBRARY TOTAL	1,900.00	1,900.00	1,900.00	.00	.00
PARKS TOTAL	33,512.49	41,775.71	107,453.00	2,297.65	.00
RECREATION TOTAL	2,520.54	1,855.55	3,500.00	101.45	.00
RAGBRAI TOTAL	.00	.00	.00	.00	.00
CEMETERY TOTAL	11,957.84	12,460.13	14,167.00	749.41	.00
COMMUNITY CTR/ZOO/M	11,849.76	13,369.82	22,386.00	855.75	.00
OTHER CULTURE/RECRE	.00	.00	.00	.00	.00
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CULTURE & RECREATIO	61,740.63	71,361.21	149,406.00	4,004.26	.00
COMMUNITY BEAUTIFIC	.00	.00	.00	.00	.00
PLANNING & ZONING T	46,150.18	38,754.78	35,500.00	160.00	.00
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COMMUNITY & ECONOMI	46,150.18	38,754.78	35,500.00	160.00	.00
MAYOR/COUNCIL/CITY	5,739.89	5,261.97	6,980.00	358.20	.00
CLERK/TREASURER/ADM	59,958.07	64,805.91	86,038.00	5,561.67	.00
ELECTIONS TOTAL	436.51	1,920.75	500.00	.00	.00
LEGAL SERVICES/ATTO	920.00	739.66	1,500.00	.00	.00
CITY HALL/GENERAL B	76,205.74	124,137.91	150,781.00	8,928.20	.00
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BUDGET WORKSHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER ACCOUNT TITLE	2 YRS AGO EXP	LYR EXPENSE	CURRENT BUDGET	EXPENDED YTD	NEW BUDGET
GENERAL GOVERNMENT	143,260.21	196,866.20	245,799.00	14,848.07	.00
DEBT SERVICE-2020GO	.00	19,415.00	.00	.00	.00
DEBT SERVICE-STREET	.00	58,128.00-	.00	.00	.00
MAIN STREET TOTAL	61,504.00	.00	61,960.00	.00	.00
DEBT SERVICE-WATER	.00	.00	12,380.00	.00	.00
DEBT SERV-2020A-LAG	297,173.10	345,993.78	298,116.00	.00	.00
DEBT SERV-2015A-IND	.00	.00	.00	.00	.00
SRF-2020B LAGOON TO	.00	.00	.00	.00	.00
2022A TOTAL	.00	39,896.74	184,775.00	.00	.00
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DEBT SERVICE TOTAL	358,677.10	347,177.52	557,231.00	.00	.00
PARKS TOTAL	24,377.24	93,754.03	150,000.00	2,611.04	.00
COMMUNITY BEAUTIFIC	811,057.74	1,282,925.85	3,968,414.00	18,419.73	.00
OTHER COMM & ECO DE	.00	.00	.00	.00	.00
WATER MAIN PROJECT	.00	.00	.00	.00	.00
WATER TOWER PROJECT	.00	.00	.00	.00	.00
URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
SEWER LAGOON FACILI	.00	.00	.00	.00	.00
SEWER INDUSTRIAL PA	.00	.00	.00	.00	.00
WATER INDUSTRIAL PA	.00	.00	.00	.00	.00
CIP TOTAL	.00	.00	.00	.00	.00
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CAPITAL PROJECTS TO	835,434.98	1,376,679.88	4,118,414.00	21,030.77	.00
WATER TOTAL	235,739.06	196,712.63	215,543.00	12,407.25	.00
SEWER/SEWAGE DISPOS	157,640.03	159,976.31	119,528.00	11,711.41	.00
SRF-2020B LAGOON TO	82,577.50	.00	82,430.00	.00	.00
STORM WATER TOTAL	22,811.29	6,921.93	.00	689.31	.00
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ENTERPRISE FUNDS TO	498,767.88	363,610.87	417,501.00	24,807.97	.00
TRANSFERS IN/OUT TO	733,643.36	848,227.44	753,244.00	.00	.00
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TRANSFER OUT TOTAL	733,643.36	848,227.44	753,244.00	.00	.00
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TOTAL EXPENSES	3,042,152.07	3,577,217.34	6,854,182.00	83,406.61	.00
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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
61652	ALLIED SYSTEMS, INC	FIELD LABOR AND SERVICE		1,594.05
AUGUST 2023	ANKENY SANITATION	GARBAGE SVC		75.31
412073	BASCOM TRUCK & AUTOMOTIVE INC	OIL FILTER CHANGE AND REPAIRS		1,513.48
23231	BOLAND RECREATION	INSTALLATION OF PLAYGROUND		21,150.00
JULY 2023	BRENDA HYSELL	PHONE REIBURSEMENT		75.00
AUGUST 2023	CHAD SANDS	MEETINGS AND TRAVEL EXP	103.70	
JULY 2023	CHAD SANDS	PHONE REIBURSEMENT	75.00	178.70
13719/13683	CHEM-SULT, INC	WATER TREATMENT CHEMS		1,554.04
197962	COMPASS BUSINESS SOLUTIONS	PRINTING OF LOGO ON CLOTHING		131.66
AUGUST 2023	CONSUMERS ENERGY	IND PARK STREET LIGHTS		103.18
1376	CRUISER ENTERPRISES	ELECTRICAL IN NEW OFFICE AT		1,400.00
AUGUST 2023	DES MOINES REGISTER MEDIA	PUBLISH LEGALS		236.47
AUGUST 2023	ED LEEDOM	CODE ENFORCEMENT		543.02
PR20230731	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	3,791.66	
PR20230815	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	3,952.45	7,744.11
AUGUST 2023	FIDELITY SECURITY LIFE	VISION GROUP INSURANCE	40.01	
PR20230731	FIDELITY SECURITY LIFE	VISION	5.02	
PR20230815	FIDELITY SECURITY LIFE	VISION	5.02	50.05
AUGUST 2023	HUXLEY COMMUNICATIONS	CHALL/FIRE/SHOP INTERNET		162.00
2021 WA MAIN EXT	IA FINANCE AUTHORITY-SRF	2021 SERIES WA MAIN EXTENSION		
PR20230630	TREASURER STATE OF IOWA	STATE TAXES	23.40	
PR20230715	TREASURER STATE OF IOWA	STATE TAXES	622.88	
PR20230731	TREASURER STATE OF IOWA	STATE TAX	625.72	1,272.00
AUGUST 2023	IEMSA	MEMBERSHIP LEVEL 2		100.00
AUGUST 2023	INTERSTATE ALL BATTERY CTR	EMS REPAIR		71.70
AUGUST 2023	IOWA DEPT OF NATURAL RESOURCES	ANNUAL NPDES RENEWAL		210.00
2023	IOWA LEAGUE OF CITIES	MEMBER DUES		900.00
AUGUST 2023	IOWA ONE CALL	EMAIL LOCATES		45.00
PR20170331	IPERS	IPERS		
PR20200330	IPERS	IPERS		
PR20230715	IPERS	IPERS	2,240.91	
PR20230731	IPERS	IPERS	2,295.45	4,536.36
40019	WASTE SOUTIONS OF IOWA	PORTABLE RESTROOMS	31.80	
9172018	WASTE SOUTIONS OF IOWA	PORTABLE RESTROOMS	31.80	63.60
JULY 2023	KIM HYSELL	RE-SEWING CITY BANNERS		50.00
CUSTOM DESK	LAIN WILSON	CUSTOM DESK FOR NEW CLERKS		1,100.00
AUGUST 2023	MARCO TECHNOLOGIES LLC	COPIER/PRINTER		166.25
JULY 2023	MARISSA BUTLER	PHONE REIBURSEMENT		75.00
88917	MENARDS - ANKENY	MISC SUPPLIES	422.96	
89143	MENARDS - ANKENY	NEW OFFICE MISC.SUPPLIES FOR	236.64	
89770	MENARDS - ANKENY	CITY HALL NEW OFFICE MISC.	69.70	
90331	MENARDS - ANKENY	PAINT, SHOVEL, REFRIDGE	662.47	1,391.77
AUGUST 2023	METRO WASTE AUTHORITY	CURB IT RECYCLING EXPENSE		1,654.56
AUGUST 2023	MICROBAC LABORATORIES INC	TESTINGS		356.25
AUGUST 2023	MID AMERICAN ENERGY	ELECTRIC/GAS		3,951.44
AUGUST 2023	MUNICIPAL EMERGENCY SERVICES	RAISE A MANHOLE		547.10
JULY 2023	PETTY CASH	MISCELLANEOUS MAILINGS		10.41
AUGUST 2023	POLK COUNTY	WATERSHED		250.00
AUGUST 2023	POLK COUNTY TREASURER	SHERIFF CONTRACT		2,694.67
AUGUST 2023	RACOM CORPORATION	28RADIO ACCESS EDACS		719.10
AUGUST 2023-CLOTHING	RICK HUEBNER	RICK'S CLOTHING ALLOWANCE	57.74	
JULY 2023	RICK HUEBNER	PHONE REIBURSEMENT	75.00	132.74
JULY 2023	RON CORNWELL	PHONE REIBURSEMENT		75.00
AUGUST 2023	SAM'S CLUB	MISC CLEANING SUPPLIES		53.88

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
AUGUST 2023	THORPE WATER DEVELOPMENT	SERVICE CONTRACT		1,855.50
200640244	TRACTOR SUPPLY CREDIT PLAN	SPRAYER PART		3.99
5971425	VAN WALL EQUIPMENT INC	MOWER BLADE		61.86
18056-91	VEENSTRA & KIMM INC	BUILDING PERMITS	591.76	
18082-6	VEENSTRA & KIMM INC	MAIN LIFT STATION IMPROVEMENTS	528.76	
18084-3	VEENSTRA & KIMM INC	PPARK AMENITIES PHASE 1	9,342.46	10,462.98
AUGUST 2023	VERIZON WIRELESS	CHALL/FIRE PHONES		168.12
AUGUST 2023	VISA	CSB CREDIT CARD		867.95
34779	VISU-SEWER, INC	SEALING SANITARY SEWER LATERAL		29,502.00
AUGUST 2023	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS		391.00
AUGUST 2023	WELLMARK	GROUP INSURANCE	2,106.58	
PR20230731	WELLMARK	INSURANCE- A T	236.86	
PR20230815	WELLMARK	INSURANCE- A T	236.86	2,580.30
AUGUST 2023	WEX BANK	FUEL		783.94
AUGUST 2023	WHITFIELD&EDDY, PLC TRUST ACNT	LEGAL SERVICES		920.00
				=====
			Accounts Payable Total	104,535.54
			Invoices: Paid	15,629.38
			Invoices: Scheduled	88,906.16
Payroll Checks				

	001	GENERAL		5,561.80
	110	ROAD USE TAX		793.44
	600	WATER		2,164.53
	610	SEWER		1,853.30
	740	STORM WATER		208.64
			Total Paid On: 7/20/23	10,581.71
	001	GENERAL		5,898.02
	110	ROAD USE TAX		792.41
	600	WATER		2,197.14
	610	SEWER		1,887.79
	740	STORM WATER		207.99
			Total Paid On: 8/14/23	10,983.35
			Total Payroll Paid	21,565.06
				=====
			Report Total	126,100.60
				=====

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	59,768.32
110	ROAD USE TAX	2,920.50
169	COMMUNITY BETTERMENT FUND	63.60
313	PRAIRIE POINT PARK-2022A	9,342.46
317	LIFTSTATION PROJ-2022A	528.76
600	WATER	27,240.50
601	WATER SINKING	
610	SEWER	25,538.72
740	STORM WATER	697.74

	TOTAL FUNDS	126,100.60

**CITY OF ELKHART BUSINESS MEETING MINUTES, JULY 17, 2023 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

- 1. Call to Order**
Mayor Campbell called the meeting to order at 6:00 PM
- 2. Pledge of Allegiance**
Mayor Campbell led the room in the Pledge of Allegiance
- 3. Roll Call**
Council Members Present: Nathan Gillmore, Brad Fordyce, Angie Schaffer and Brian Shipley arrived at 6:10 PM, Steve Allen-Absent
- 4. Approval of Agenda**
Motioned by Fordyce, seconded by Schaffer to approve the Agenda with striking #17, #18 & #19 until next month, motion carried
- 5. Citizen Hearing and Other Communications**
 - a. Polk County Sheriff Report
Submitted a report
 - b. Public Comments
No Public Comments
- 6. Public Hearing**
 - a. Well Protection Ordinance Update
Motioned by Schaffer, seconded by Gillmore to open Public Hearing at 6:02 PM, no public comments, motioned by Fordyce, seconded by Schaffer to close Public Hearing at 6:03 PM, motions carried
 - b. Fence Ordinance Update
Motioned by Fordyce, seconded by Gillmore to open Public Hearing at 6:04 PM, no public comments, motioned by Fordyce, seconded by Schaffer to close Public Hearing at 6:06 PM, motions carried
- 7. Reports of the Elected Officials, City Staff and Standing Committees**

Drey, Fire Chief: Absent
Hysell, City Clerk: Submitted a report in Council Packets and was available for questions and concerns during the Agenda items
Sands, City Administrator: submitted a report in Council packets was available for any questions or concerns
- 8. Consent Agenda Resolution 2023-93**
Motioned by Fordyce, seconded by Gillmore to approve the Consent Agenda, motion carried
 - a. June Cash Report
 - b. June Treasurer's Report
 - c. June Budget Report
 - d. July bills submitted
 - e. June Minutes of Council Meeting
- 9. Resolution 2023-94**
Motioned by Fordyce, seconded by Shipley to approve Connection Fee District Contract with V&K, Forest was available for questions and concerns, motion carried
- 10. Ordinance 2023-1**
Motioned by Shipley, seconded by Gillmore to Adopt the 3rd and Final Reading of Ordinance 2023-1-Water Rate Increase for FY2024 effective August 1, 2023, motioned by Gillmore, seconded by Shipley to Adopt Ordinance 2023-1, motions carried
- 11. Ordinance 2023-2**
Motioned by Fordyce, seconded by Schaffer to Adopt the 3rd and Final Reading of Ordinance 2023-2-Sewer Rate Increase for FY2024 effective August 1, 2023, motioned by Fordyce, seconded by Shipley to Adopt Ordinance 2023-2, motions carried
- 12. Ordinance 2023-3**

**CITY OF ELKHART BUSINESS MEETING MINUTES, JULY 17, 2023 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

Motioned by Shipley, seconded by Schaffer to Adopt the 3rd and Final Reading of Ordinance 2023-3-Stormwater Rate Increase for FY2024 effective August 1, 2023, motioned by Shipley, seconded by Schaffer to Adopt Ordinance 2023-3, motions carried

13. Ordinance 2023-4

Motioned by Shipley, seconded by Fordyce to Adopt 1st Reading of Ordinance 2023-4-Well Protection Ordinance Update, motioned by Shipley, seconded by Schaffer to waive 2nd and 3rd Readings and Adopt Ordinance 2023-4-Well Protection Ordinance Update, motions carried

14. Ordinance 2023-5

Motioned by Fordyce, seconded by Schaffer to Adopt 1st Reading of Ordinance 2023-5-Fence Ordinance Update, motioned by Fordyce, seconded by Schaffer to waive 2nd and 3rd Readings and Adopt Ordinance 2023-5-Fence Ordinance Update, motions carried

15. Resolution 2023-95

Motioned by Shipley, seconded by Fordyce to approve the Main Street Plan as submitted, motion carried

16. Resolution 2023-96

Motioned by Gillmore, seconded by Schaffer to approve Central Iowa Watershed Management Agreement as submitted, motion carried

17. Tabled to next month

18. Tabled to next month

19. Tabled to next month

20. Motioned by Fordyce, seconded by Gillmore to Appoint Colin White to Planning and Zoning Commission to fulfill current term and serve 5 years after that, motion carried

21. Motioned by Shipley, seconded by Schaffer to Appoint John Johnson to Board of Adjustments, motion carried

22. Resolution 2023-97

Motioned by Fordyce, seconded by Shipley to enter a Contract with Groneweld, Bell & Kynn for Annual Examination of Financials for FY2023, motion carried

23. Temporary Water Meter Regulations was tabled to next month to gather more information

24. Resolution 2023-98

Motioned by Shipley, seconded by Gillmore to Approve Membership of the National Flood Insurance Program as submitted, motion carried

25. Resolution 2023-103

Motioned by Fordyce, seconded by Shipley to approve Row work done by Erik Satre at corner of his property, and notified him that in the future he will need to get approval first for any work done in the Cities Right of Way, motion carried

26. Resolution 2023-99

Motioned by Shipley, seconded by Schaffer to approve Increase in Wages to Marissa Butler, Deputy Clerk, from \$20.50 to \$21.00 per/hr. motion carried

27. Resolution 2023-100

Motioned by Fordyce, seconded by Schaffer to approve a Transfer from Water to Water Sinking of \$506.03 for Service Fees on Loan 2022A, motion carried

28. Resolution 2023-101

Motioned by Schaffer, seconded by Gillmore to Approve a Transfer from TIF to Capitol Projects of \$7,000.00 for Services by PFM Financials

29. Resolution 2023-102

Motioned by Fordyce, seconded by Shipley to approve a 6-month extension to Public Works Employees for un-used Vacation to March of 2024, motion carried

30. Adjourn

Motioned by Fordyce, seconded by Shipley to adjourn the Council Meeting at 6:52 PM

**CITY OF ELKHART BUSINESS MEETING MINUTES, JULY 17, 2023 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

CLAIMS REPORT		
VENDOR	INVOICE DESCRIPTION	AMOUNT
ANKENY SANITATION	GARBAGE SVC AND CLEAN UP DAY	\$1,390.06
BRENDA HYSELL	PHONE REIMBURSEMENT	\$75.00
	PHONE REIMBURSEMENT AND	
CHAD SANDS	TRAVEL	\$219.58
CHEM-SULT, INC	WATER TREATMENT CHEMS	\$754.82
CONSUMERS ENERGY	IND PARK STREET LIGHTS	\$104.98
DAVID GARLAND	MAIN STREET GRANT	\$14,300.00
DES MOINES REGISTER MEDIA	PUBLISH LEGALS	\$314.17
DONER SERVICES INC	MAIN STREET RESTRIPIING OF	\$1,870.00
ED LEEDOM	CODE ENFORCEMENT	\$411.58
EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	\$3,871.84
EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX	\$4,426.00
FIDELITY SECURITY LIFE	VISION INSURANCE	\$40.01
FIDELITY SECURITY LIFE	VISION	\$5.02
FIDELITY SECURITY LIFE	VISION	\$5.02
FIRE SERVICE TRAINING BUREAU	FIRE SVC TRAINING BUREAU	\$100.00
GOODWIN TUCKER GROUP	ICE MACHINE REPAIR	\$427.50
HEIMAN INC FIRE EQUIPMENT	FIRE EQUIPMENT	\$108.58
HUXLEY COMMUNICATIONS	CHALL/FIRE/SHOP INTERNET	\$172.00
IA FINANCE AUTHORITY-SRF	2021 SERIES WA MAIN EXTENSION	
TREASURER STATE OF IOWA	STATE TAXES	\$19.54
TREASURER STATE OF IOWA	STATE TAXES	\$606.19
TREASURER STATE OF IOWA	STATE TAX	\$627.43
INTERSTATE ALL BATTERY CTR	FIRE BATTERIES	\$71.70
IOWA DEPT OF NATURAL RESOURCES	WATER SUPPLY PERMIT-7730012	\$97.05
IOWA LEAGUE OF CITIES	MAYOR ASSOCIATION DUES	\$30.00
IOWA ONE CALL	EMAIL LOCATES	\$89.20
IOWA PLAINS SIGNING INC	RENTAL OF ROAD CLOSED SIGNS	\$50.00
IPERS	IPERS	
IPERS	IPERS	
IPERS	IPERS	\$2,285.06
IPERS	IPERS	\$2,371.17
ITRON, INC.	MVRS MAINTENANCE AGREEMNT	\$2,943.60
JC CROSS CO.	REPLACE ELEMENT AT SW LAGOON	\$294.84
WASTE SOUTIONS OF IOWA	PORTABLE RESTROOMS	\$31.80
WASTE SOUTIONS OF IOWA	PORTABLE RESTROOMS	\$31.80
LEMNA ENVIRONMENTAL TECH	INSULATE MODULAR GLOATING	\$575.00
MARCO TECHNOLOGIES LLC	COPIER/PRINTER	\$151.70
MARISSA BUTLER	PHONE AND TRAVEL EXPENSE	\$100.74
MENARDS - ANKENY	MISC SUPPLIES FOR PARKS AND	\$216.60
MENARDS - ANKENY	MISC SUPPLIES FOR CITY SHOP,	\$108.15

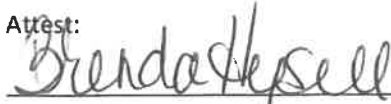
**CITY OF ELKHART BUSINESS MEETING MINUTES, JULY 17, 2023 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

MENARDS - ANKENY	MISC. SUPPLIES FOR CITY SHOP	\$113.87
METRO WASTE AUTHORITY	CURB IT RECYCLING EXPENSE	\$1,594.08
MICROBAC LABORATORIES INC	WASTEWATER	\$74.50
MID AMERICAN ENERGY	ELECTRIC/GAS	\$4,142.05
MIDIOWA PLANNING ALLIANCE	MIPA MEMBERSHIP DUES	\$133.00
PFM FINANCIAL ADVISORS	FINANCIAL ADVISORS	\$7,000.00
RACOM CORPORATION	28RADIO ACCESS EDACS	\$719.10
RICK HUEBNER	PHONE REIMBURSEMENT	\$75.00
RON CORNWELL	REIMBURSED CLOTHING ALLOWANCE	\$285.43
RON CORNWELL	REIMBURSE CLOTHING ALLOWANCE	\$38.08
RON CORNWELL	PHONE REIMBURSEMENT	\$75.00
STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$151.77
THORPE WATER DEVELOPMENT	SERVICE CONTRACT	\$1,855.50
VAN WALL EQUIPMENT INC	OIL CHANGE AND BLADES MOWER	\$99.82
VEENSTRA & KIMM INC	ELKHART INDUSTRIAL SITE PLAN	\$160.00
VEENSTRA & KIMM INC	BUILDING PERMITS	\$1,157.25
VEENSTRA & KIMM INC	MAIN LIFT STATION IMPROVEMENTS	\$11,299.73
VEENSTRA & KIMM INC	PPARK AMENITIES PHASE 1	\$861.04
VERIZON WIRELESS	CHALL/FIRE PHONES	\$168.12
VISA	CSB CREDIT CARD	\$878.34
WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	\$341.00
WELLMARK	GROUP INSURANCE	\$2,106.58
WELLMARK	INSURANCE- A T	\$236.86
WELLMARK	INSURANCE- A T	\$236.86
WEX BANK	FUEL	\$450.44
Accounts Payable Total		\$73,551.15
Invoices: Paid		\$29,998.40
Invoices: Scheduled		\$43,552.75
Total Paid On: 6/29/23		\$10,875.04
Total Paid On: 7/13/23		\$13,338.87
Total Payroll Paid		\$24,213.91
***** REPORT TOTAL *****		\$97,765.06
GENERAL		\$35,932.50
ARPA		\$14,300.00
ROAD USE TAX		\$2,564.18
COMMUNITY BETTERMENT FUND		\$63.60
CHECKING-MAIN STREET		\$1,870.00
PRAIRIE POINT PARK-2022A		\$2,611.04
WA TRTMENT EXT-2022A		\$1,750.00
MAINTENANCE SHOP-2022A		\$1,750.00
LIFTSTATION PROJ-2022A		\$13,049.73
WATER		\$11,463.21
WATER SINKING		

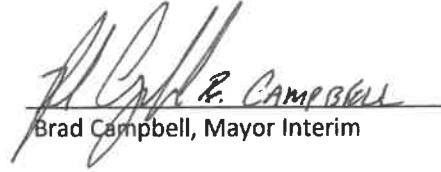
**CITY OF ELKHART BUSINESS MEETING MINUTES, JULY 17, 2023 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

SEWER	\$11,727.48
STORM WATER	\$683.32
TOTAL FUNDS	\$97,765.06

Attest:



Brenda Hysell, City Clerk



Brad Campbell, Mayor Interim

Brenda Hysell

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
Sent: Sunday, August 13, 2023 4:28 PM
To: elkhartcityclerk@cityofelkhart.com
Cc: licensingnotification@iowaabd.com
Subject: Application App-186742 Ready for Review

Hello,

Application Number App-186742 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: The Hen House Pub n' Grub LLC

DBA: The Hen House Pub n Grub

License Number:

Application Number: App-186742

Tentative Effective Date: 9/16/2023

License Type: Special Class C Retail Alcohol License (BW)

Application Type: New

Amendment Type:

Thank you.

Elkhart Community Betterment Alcohol Permit August 21, 2023

This Alcohol Permit is still pending dramshop review, so I have placed it separate from Consent Agenda, you can approve pending the dramshop review.

Brenda Hysell

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support
Sent: Monday, August 14, 2023 4:33 PM
To: elkhartcityclerk@cityofelkhart.com
Cc: licensingnotification@iowaabd.com
Subject: Application App-186783 Pending Dramshop Review

Hello,

Application Number App-186783 has been set to "Pending Dramshop Review" status and is currently awaiting verification from the Applicant's designated Insurance Company. Once that has happened, you will receive a notification indicating that this Application will be ready for your review.

Corp Name: ELKHART COMMUNITY BETTERMENT ORGANIZATION, INC.

DBA: Elkhart Community Betterment Committee

License Number:

Application Number: App-186783

Tentative Effective Date: 9/13/2023

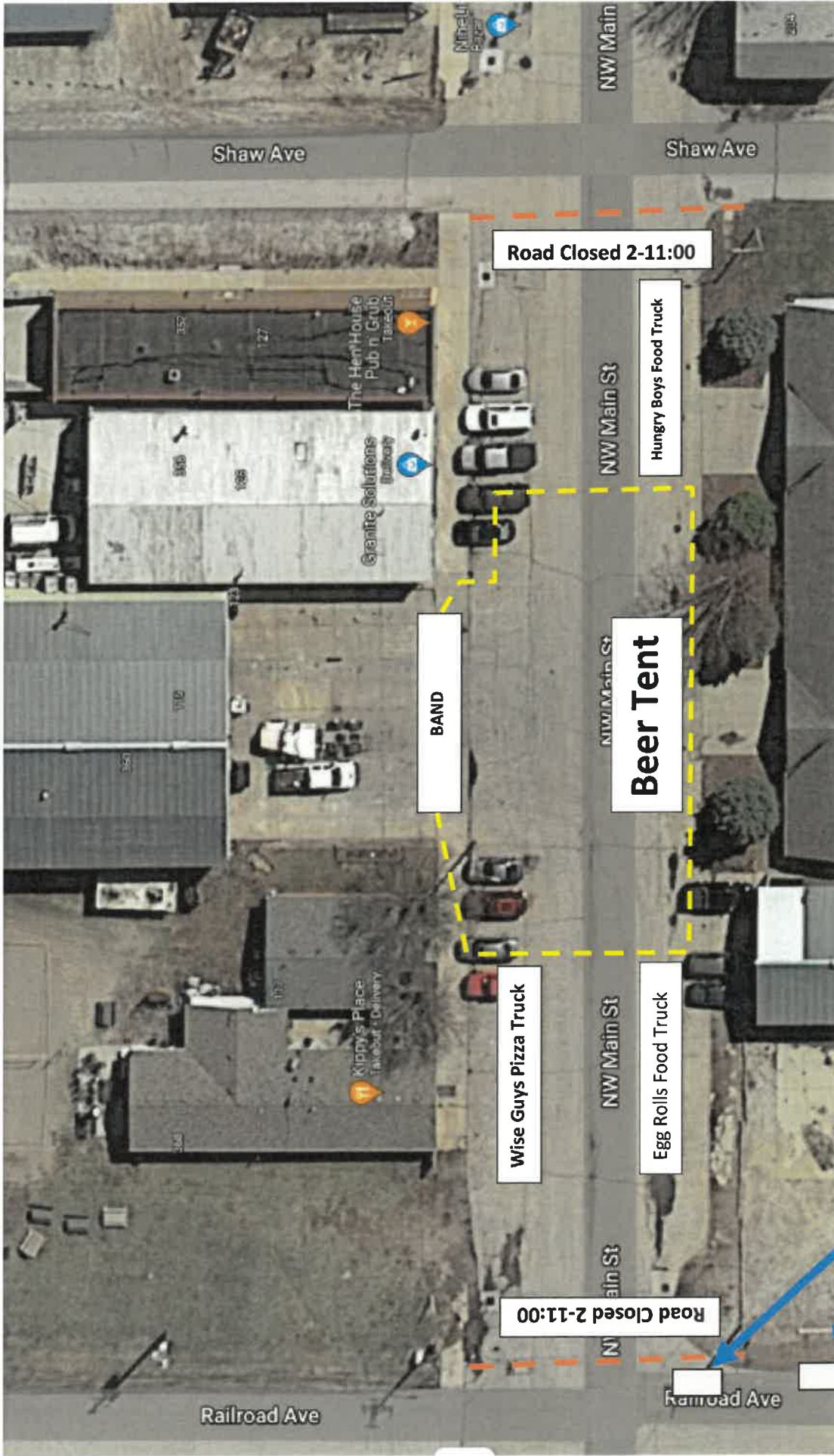
License Type: Special Class C Retail Alcohol License (BW)

Application Type: New

Amendment Type:

Thank you.

Elkhart Fall Festival 2023



Requesting to cover "No Parking" signs on Railroad

Brenda,

The map I sent you on Monday included where we're requesting the road to be close. Main street from Railroad Ave to Shaw, we requesting be closed from 2:00 pm to 11:00pm on Saturday September 16th. We're also requesting the No Parking signs on the east side of Railroad Ave to be covered up to allow for additional parking spots since we're taking away the parking spots on Main street with our road closure.

Let me know if I need to resend the map.

Thanks
Dustin

Pay Estimate #1- 2023 Prairie
Point Park Improvements
Project

August 21, 2023

Pay Estimate enclosed, Forrest and Jordan from
V&K will be present for questions



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 18, 2023

Brenda Hysell
City Clerk
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
2023 PRAIRIE POINTE PARK IMPROVEMENTS
PAY ESTIMATE NO. 1

Attached is an electronic copy of Pay Estimate No. 1 for work on the 2023 Prairie Pointe Park Improvements project, under the contract between the City of Elkhart and Concrete Connection, LLC. The partial pay estimate is for the period June 28, 2023 to August 10, 2023.

Pay Estimate No. 1 is for storm sewer, curb and gutter, trail, rip-rap, and erosion stone. We have checked the estimate and recommend payment to Concrete Connection, LLC in the total amount of \$105,418.36.

Please sign Pay Estimate No. 1 in the space provided and return a signed copy of the pay estimate to our office. Please return a signed copy of Pay Estimate No. 1 to Concrete Connection, LLC with payment. A signed copy should also be kept for your files.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Jordan Kappos".

Jordan Kappos

JDK
18084
Enclosures
cc: Concrete Connection, LLC



ESTIMATE OF CONSTRUCTION COMPLETED



PARTIAL PAYMENT NO. 1

PROJECT TITLE: 2023 Prairie Pointe Park Improvements

Contractor: Concrete Connection, LLC	Date: August 18, 2023
Original Contract Amount:	\$605,000.00
Pay Period: June 28, 2023 to August 10, 2023	

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.00	0.50	\$20,000.00	\$10,000.00
1.2	Compaction Testing	LS	1.00	1.00	0.75	\$4,162.00	\$3,121.50
1.3	15" RCP Storm Sewer, Class III	LF	96.00	96.00	45.00	\$100.00	\$4,500.00
1.4	15" RCP Flared End Section with Apron Guard and Footing	EA	2.00	2.00	2.00	\$3,250.00	\$6,500.00
1.5	Intake SW-501	EA	2.00	2.00	2.00	\$3,500.00	\$7,000.00
1.6	Intake, SW-512, 24"	EA	1.00	1.00	0.00	\$3,000.00	\$0.00
1.7	Driveway, PCC, 7"	SY	812.00	812.00	0.00	\$65.00	\$0.00
1.8	Curb & Gutter, 2.5' wide, 7"	LF	425.00	425.00	367.00	\$28.00	\$10,276.00
1.9	Beam Curb	LF	191.00	191.00	185.00	\$55.00	\$10,175.00
1.10	Recreational Trail, PCC 5"	SY	1,570.00	1,570.00	902.20	\$50.00	\$45,110.00
1.11	12' Recreational Trail, PCC 7"	SY	270.00	270.00	0.00	\$58.00	\$0.00
1.12	Sidewalk, PCC, 5"	sy	112.00	112.00	0.00	\$50.00	\$0.00
1.13	Granular Surfacing	TON	610.00	610.00	0.00	\$52.00	\$0.00
1.14	Painted Pavement Markings and Symbols, Solvent/Waterborne	LS	1.00	1.00	0.00	\$1,500.00	\$0.00
1.15	Traffic Signs and Posts	EA	2.00	2.00	0.00	\$275.00	\$0.00
1.16	SWPPP Preparation	LS	1.00	1.00	1.00	\$3,000.00	\$3,000.00
1.17	SWPPP Management	LS	1.00	1.00	0.00	\$8,000.00	\$0.00
1.18	Rip Rap, Class E Revetment	TON	40.00	40.00	32.97	\$100.00	\$3,297.00
1.19	Erosion Stone	TON	100.00	100.00	99.84	\$80.00	\$7,987.20
1.20	Privacy Fence, Cedar 6'	LF	365.00	365.00	0.00	\$46.00	\$0.00
1.21	Safety Rail	LF	365.00	365.00	0.00	\$145.00	\$0.00
1.22	Hydraulic Seeding, Fertilizing & Mulching, Type 1	LS	1.00	1.00	0.00	\$16,000.00	\$0.00
1.23	Native Seeding	LS	1.00	1.00	0.00	\$6,000.00	\$0.00
1.24	Tree, Legacy Sugar Maple	EA	8.00	8.00	0.00	\$400.00	\$0.00
1.25	Tree, River Birch	EA	6.00	6.00	0.00	\$400.00	\$0.00
1.26	Tree, Downy Serviceberry (tree form)	EA	9.00	9.00	0.00	\$400.00	\$0.00
1.27	Tree, Forest Pansy Eastern Redbud	EA	13.00	13.00	0.00	\$400.00	\$0.00
1.28	Tree, Pagoda Dogwood	EA	5.00	5.00	0.00	\$400.00	\$0.00
1.29	Lighting Pole, Parking Area	EA	4.00	4.00	0.00	\$4,840.00	\$0.00
1.30	Lighting Pole, Trail	EA	14.00	14.00	0.00	\$8,050.00	\$0.00
1.31	Electric Service Installation	EA	1.00	1.00	0.00	\$14,300.00	\$0.00
1.32	Lighting Circuit	LF	3,330.00	3,330.00	0.00	\$14.60	\$0.00
1.33	Lighting Control Cabinet	EA	1.00	1.00	0.00	\$14,575.00	\$0.00
1.34	Underground Pull Box	EA	3.00	3.00	0.00	\$1,785.00	\$0.00
Total Value Completed - Bid Items							\$110,966.70

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$605,000.00	\$110,966.70
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$605,000.00	\$110,966.70
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$110,966.70
Retainage (5%)			\$5,548.34
Total Earned Less Retainage			\$105,418.36
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1		\$0.00	
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$0.00
Amount Due This Request			\$105,418.36
Note: The amount \$105,418.36 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$605,000.00
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS			\$605,000.00
THIS PARTIAL PAYMENT			\$105,418.36
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$105,418.36
BALANCE			\$499,581.64
PERCENT COMPLETE			18.3%
Recommended By: Veenstra & Kimm, Inc.		Contractor: Concrete Connection, LLC	
Approved: City of Elkhart			
Signature		Signature	
Name	Jordan Kappos	Name	Jason Burger
Title	Project Engineer	Title	pm
Date	8/18/2023	Date	8/18/23

Pay Estimate #1- Water Treatment Plant Project

August 21, 2023

Pay Estimate enclosed, Forrest and Jordan from
V&K will be present for questions



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 17, 2023

Brenda Hysell
City Clerk
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
WATER TREATMENT PLANT EXPANSION
PARTIAL PAYMENT NO. 1

Enclosed are three copies of Partial Payment No. 1 for work on the Water Treatment Plant Expansion project, under the contract between the City of Elkhart and WRH, Inc. dated February 21, 2023. The partial payment estimate is for the period June 1, 2023 to July 31, 2023.

We have checked the estimate and recommend payment to WRH, Inc. in the amount of \$95,427.50.

Please sign all copies of Partial Payment No. 1 in the space provided and return one signed copy of Partial Payment No. 1 to our office. Please return one signed copy of Partial Payment No. 1 to WRH, Inc.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Forrest Aldrich". The signature is written in a cursive, flowing style.

Forrest S. Aldrich

FSA:crb
18072
Enclosure
cc: WRH, Inc.



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

Date: **August 11, 2023**

PAY ESTIMATE NO. 1

Project Title	Water Treatment Plant Expansion Elkhart, Iowa		Contractor	WRH, Inc. P.O. Box 256 Amana, Iowa 52203			
Original Contract Amount & Date	\$4,507,000.00	21-Feb-23	Pay Period	6/1/2023 to 7/31/2023			
BID ITEMS							
Bid Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
	Bonds / Permits / Insurance / Builders Risk	LS	100%	\$ 85,450.00	\$ 85,450.00	100%	\$ 85,450.00
	Administration / Project Management	LS	100%	\$ 100,000.00	\$ 100,000.00	15%	\$ 15,000.00
	Office Trailer / Portable Toilet / Dumpster	LS	100%	\$ 45,000.00	\$ 45,000.00	0%	\$ -
0700	Mobilization	LS	100%	\$ 65,000.00	\$ 65,000.00	0%	\$ -
00700	Cleanup	LS	100%	\$ 30,000.00	\$ 30,000.00	0%	\$ -
02200	Sitework	LS	100%	\$ 170,000.00	\$ 170,000.00	0%	\$ -
02610	Buried Piping	LS	100%	\$ 171,000.00	\$ 171,000.00	0%	\$ -
02930	Seeding	LS	100%	\$ 20,000.00	\$ 20,000.00	0%	\$ -
03300	Concrete - WTP	LS	100%	\$ 200,000.00	\$ 200,000.00	0%	\$ -
03300	Concrete - Misc.	LS	100%	\$ 50,000.00	\$ 50,000.00	0%	\$ -
04200	Masonry	LS	100%	\$ 185,000.00	\$ 185,000.00	0%	\$ -
05000	Metal Fabrications	LS	100%	\$ 25,000.00	\$ 25,000.00	0%	\$ -
06000	Roof Package	LS	100%	\$ 175,000.00	\$ 175,000.00	0%	\$ -
07000	Thermal and Moisture Protection	LS	100%	\$ 150,000.00	\$ 150,000.00	0%	\$ -
08110	Steel Doors and Frames	LS	100%	\$ 13,000.00	\$ 13,000.00	0%	\$ -
08306	Access Hatches	LS	100%	\$ 5,000.00	\$ 5,000.00	0%	\$ -
09702/09900	Painting / Floor Coatings	LS	100%	\$ 100,000.00	\$ 100,000.00	0%	\$ -
10000	Specialties	LS	100%	\$ 20,000.00	\$ 20,000.00	0%	\$ -
11224	Chemical Feed Equipment	LS	100%	\$ 183,750.00	\$ 183,750.00	0%	\$ -
11310	Biological Filter System (Release to Fab)	LS	100%	\$ 260,109.50	\$ 260,109.50	0%	\$ -
11310	Biological Filter System	LS	100%	\$ 1,064,890.50	\$ 1,064,890.50	0%	\$ -
11420	Horizontal Split Case Pumps	LS	100%	\$ 45,000.00	\$ 45,000.00	0%	\$ -
12345	Casework	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -
13570	Process Piping	LS	100%	\$ 305,000.00	\$ 305,000.00	0%	\$ -
15000	HVAC	LS	100%	\$ 198,000.00	\$ 198,000.00	0%	\$ -
15400	Plumbing	LS	100%	\$ 50,000.00	\$ 50,000.00	0%	\$ -
15950	Testing & Balancing	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -
16000	Electrical MOB	LS	100%	\$ 62,000.00	\$ 62,000.00	0%	\$ -
16000	Service Entrance	LS	100%	\$ 78,000.00	\$ 78,000.00	0%	\$ -
16000	ATS/Generator	LS	100%	\$ 101,000.00	\$ 101,000.00	0%	\$ -
16000	MCC1	LS	100%	\$ 105,000.00	\$ 105,000.00	0%	\$ -
16000	Finished Water Pump 1 & 2	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -
16000	Blower 1 & 2	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -
16000	Well 4	LS	100%	\$ 21,000.00	\$ 21,000.00	0%	\$ -
16000	HVAC	LS	100%	\$ 17,000.00	\$ 17,000.00	0%	\$ -
16000	Filter Blower	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -
16000	JB1, 2, 3 Power and Control	LS	100%	\$ 33,000.00	\$ 33,000.00	0%	\$ -
16000	JB3, 4, 5 Power and Control	LS	100%	\$ 33,000.00	\$ 33,000.00	0%	\$ -
16000	Filter Level Sensors	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -
16000	CP2	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -
16000	Chemical Feed Equipment	LS	100%	\$ 12,000.00	\$ 12,000.00	0%	\$ -
16000	Receptacles	LS	100%	\$ 30,000.00	\$ 30,000.00	0%	\$ -
16000	Lighting	LS	100%	\$ 29,000.00	\$ 29,000.00	0%	\$ -
16000	CP3 & Fiber	LS	100%	\$ 9,000.00	\$ 9,000.00	0%	\$ -
16000	DO Sensors	LS	100%	\$ 6,000.00	\$ 6,000.00	0%	\$ -
16000	Temporary Service	LS	100%	\$ 17,000.00	\$ 17,000.00	0%	\$ -
17000	Instrumentation and Controls	LS	100%	\$ 185,800.00	\$ 185,800.00	0%	\$ -
TOTAL ORIGINAL CONTRACT					\$ 4,507,000.00		\$ 100,450.00

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$4,507,000.00	\$ 100,450.00
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Value Completed
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 4,507,000.00	\$ 100,450.00
Total Materials Stored		\$ -	
Value of Completed Work and Materials Stored		\$ 100,450.00	
Less Retained Percentage (5%)		\$ 5,022.50	
Total Earned Less Retainage		\$ 95,427.50	
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved			\$ -
Less Total Pay Estimates Previously Approved		\$ -	
Percent Complete	2.2%	Amount Due This Estimate	\$ 95,427.50

The amount \$95,427.50 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: WRH, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: Elkhart, Iowa
Signature Colton Singbeil <small>Digitally signed by Colton Singbeil Date: 2023.08.18 09:16:06 -05'00'</small>	Signature	Signature
Title Project Manager	Title Project Engineer	Title Mayor
Date	Date	Date

East Storm Truck Sewer and Lagoon Modifications Project Certification of Completion

August 21, 2023

Certification enclosed, Forrest and Jordan from
V&K will be present for questions

*Note-Final Pay was already approved and
payment made.

Pay Estimate #1-2023 Prairie Pointe Park Pond Seeding Project

August 21, 2023

Pay Estimate enclosed, Forrest and Jordan from
V&K will be present for questions

*Note-Final Pay was already approved and
payment made.

Brenda Hysell

From: Jordan Kappos <jkappos@v-k.net> on behalf of Jordan Kappos
Sent: Thursday, August 17, 2023 11:55 PM
To: Brenda Hysell (elkhartcityclerk@cityofelkhart.com)
Subject: Pay Estimates
Attachments: E Storm Trunk & Lagoon Cert of Completion.pdf; PP Park Pond Seeding Partial Payment No. 1.pdf; PP Park Pond Seeding Pay Estimate No. 1 Transmittal Letter.pdf; PP Park Improvements Partial Payment #1.pdf; E Storm Trunk & Lagoon Cert of Completion Transmittal.pdf; PP Park Improvements Pay Estimate No. 1 Transmittal Letter.pdf

Brenda,

Please see attached pay estimates for approval at next week's City Council meeting. Also attached is a Certificate of Completion for the East Storm Trunk Sewers and Lagoon Modifications project. Note that the final pay estimate for the project has previously been approved and paid and is not included as I originally indicated.

I will follow up with signed copies of the pay estimates.

Let me know if you have any questions or need anything else.

Thank you

Jordan Kappos, P.E.



3000 Westown Parkway
West Des Moines, Iowa 50266
515-225-8000 (o)
515-850-2940 (d)
515-210-9234 (c)



ESTIMATE OF CONSTRUCTION COMPLETED
PARTIAL PAYMENT NO. 1
PROJECT TITLE: 2023 Prairie Pointe Park Pond Seeding

Contractor: Emmons & Olivier Resources, Inc. **Date: August 18, 2023**
Original Contract Amount: **\$35,432.00**
Pay Period: May 11, 2023 to August 3, 2023

BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.00	1.00	\$2,500.00	\$2,500.00
1.2	Seeding and Fertilizing, Type 2	AC	0.20	0.20	0.20	\$760.00	\$152.00
1.3	Conventional Seeding, Custom Native Dry-Mesic Seed Mix	AC	1.00	1.00	0.80	\$2,150.00	\$1,720.00
1.4	Conventional Seeding, Wetland Seed Mix	AC	0.60	0.60	0.60	\$2,300.00	\$1,380.00
1.5	Native Vegetation Establishment	TRIP	6.00	6.00	0.00	\$1,500.00	\$0.00
1.6	Rolled Erosion Control Product (RECP), Type 4	SY	9,000.00	9,000.00	6,025.00	\$2.25	\$13,556.25
Total Value Completed - Bid Items							\$19,308.25

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$35,432.00	\$19,308.25
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$35,432.00	\$19,308.25
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$19,308.25
Retainage (5%)			\$965.41
Total Earned Less Retainage			\$18,342.84
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1		\$0.00	
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$0.00
Amount Due This Request			\$18,342.84
Note: The amount \$18,342.84 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$35,432.00
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS			\$35,432.00
THIS PARTIAL PAYMENT			\$18,342.84
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$18,342.84
BALANCE			\$17,089.16
PERCENT COMPLETE			54.5%
Recommended By: Veenstra & Kimm, Inc.		Contractor: Emmons & Olivier Resources, Inc	Approved: City of Elkhart
Signature		Signature	Signature
Name	Jordan Kappos	Name	
Title	Project Engineer	Title	
Date		Date	



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 18, 2023

Brenda Hysell
City Clerk
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
EAST STORM TRUNK SEWERS AND LAGOON MODIFICATIONS
CERTIFICATE OF COMPLETION

Attached is an electronic copy of the Certificate of Completion for the project. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project. Please sign two certificates and return one signed copy to our office. The retainage amount of \$47,906.66 should be paid to On Track Construction, LLC 31 days after the acceptance of the project.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Jordan Kappos".

Jordan Kappos


JDK
18075
Enclosures
cc: On Track Construction, LLC

CERTIFICATE OF COMPLETION

EAST STORM TRUNK SEWERS AND LAGOON MODIFICATIONS
ELKHART, IOWA
August 18, 2023

We hereby certify that we have made a review of the construction of the East Storm Trunk Sewers and Lagoon Modifications project as performed by On Track Construction, LLC.

As Engineers for the project, it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Three and 15/100 Dollars (\$958,133.15).

Reviewed By: VEENSTRA & KIMM, INC.	
Signature	
Name	Jordan Kappos
Title	Project Engineer
Date	8/18/2023

Accepted: CITY OF ELKHART, IOWA	
Signature	
Name	
Title	
Date	



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 18, 2023

Brenda Hysell
City Clerk
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
2023 PRAIRIE POINTE PARK POND SEEDING
PAY ESTIMATE NO. 1

Attached is an electronic copy of Pay Estimate No. 1 for work on the 2023 Prairie Pointe Park Pond Seeding project, under the contract between the City of Elkhart and Emmons & Olivier Resources, Inc. The partial pay estimate is for the period May 11, 2023 to August 3, 2023.

Pay Estimate No. 1 is for seeding and rolled erosion control product. We have checked the estimate and recommend payment to Emmons & Olivier Resources, Inc. in the total amount of \$18,342.84.

Please sign Pay Estimate No. 1 in the space provided and return a signed copy of the pay estimate to our office. Please return a signed copy of Pay Estimate No. 1 to Emmons & Olivier Resources, Inc. with payment. A signed copy should also be kept for your files.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Jordan Kappos

JDK
18084-1
Enclosures
cc: Emmons & Olivier Resources, Inc.



ESTIMATE OF CONSTRUCTION COMPLETED
PARTIAL PAYMENT NO. 1
PROJECT TITLE: 2023 Prairie Pointe Park Improvements

Contractor: Concrete Connection, LLC **Date: August 18, 2023**
Original Contract Amount: \$605,000.00
Pay Period: June 28, 2023 to August 10, 2023

BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.00	0.50	\$20,000.00	\$10,000.00
1.2	Compaction Testing	LS	1.00	1.00	0.75	\$4,162.00	\$3,121.50
1.3	15" RCP Storm Sewer, Class III	LF	96.00	96.00	45.00	\$100.00	\$4,500.00
1.4	15" RCP Flared End Section with Apron Guard and Footing	EA	2.00	2.00	2.00	\$3,250.00	\$6,500.00
1.5	Intake SW-501	EA	2.00	2.00	2.00	\$3,500.00	\$7,000.00
1.6	Intake, SW-512, 24"	EA	1.00	1.00	0.00	\$3,000.00	\$0.00
1.7	Driveway, PCC, 7"	SY	812.00	812.00	0.00	\$65.00	\$0.00
1.8	Curb & Gutter, 2.5' wide, 7"	LF	425.00	425.00	367.00	\$28.00	\$10,276.00
1.9	Beam Curb	LF	191.00	191.00	185.00	\$55.00	\$10,175.00
1.10	Recreational Trail, PCC 5"	SY	1,570.00	1,570.00	902.20	\$50.00	\$45,110.00
1.11	12' Recreational Trail, PCC 7"	SY	270.00	270.00	0.00	\$58.00	\$0.00
1.12	Sidewalk, PCC, 5"	sy	112.00	112.00	0.00	\$50.00	\$0.00
1.13	Granular Surfacing	TON	610.00	610.00	0.00	\$52.00	\$0.00
1.14	Painted Pavement Markings and Symbols, Solvent/Waterborne	LS	1.00	1.00	0.00	\$1,500.00	\$0.00
1.15	Traffic Signs and Posts	EA	2.00	2.00	0.00	\$275.00	\$0.00
1.16	SWPPP Preparation	LS	1.00	1.00	1.00	\$3,000.00	\$3,000.00
1.17	SWPPP Management	LS	1.00	1.00	0.00	\$8,000.00	\$0.00
1.18	Rip Rap, Class E Revetment	TON	40.00	40.00	32.97	\$100.00	\$3,297.00
1.19	Erosion Stone	TON	100.00	100.00	99.84	\$80.00	\$7,987.20
1.20	Privacy Fence, Cedar 6'	LF	365.00	365.00	0.00	\$46.00	\$0.00
1.21	Safety Rail	LF	365.00	365.00	0.00	\$145.00	\$0.00
1.22	Hydraulic Seeding, Fertilizing & Mulching, Type 1	LS	1.00	1.00	0.00	\$16,000.00	\$0.00
1.23	Native Seeding	LS	1.00	1.00	0.00	\$6,000.00	\$0.00
1.24	Tree, Legacy Sugar Maple	EA	8.00	8.00	0.00	\$400.00	\$0.00
1.25	Tree, River Birch	EA	6.00	6.00	0.00	\$400.00	\$0.00
1.26	Tree, Downy Serviceberry (tree form)	EA	9.00	9.00	0.00	\$400.00	\$0.00
1.27	Tree, Forest Pansy Eastern Redbud	EA	13.00	13.00	0.00	\$400.00	\$0.00
1.28	Tree, Pagoda Dogwood	EA	5.00	5.00	0.00	\$400.00	\$0.00
1.29	Lighting Pole, Parking Area	EA	4.00	4.00	0.00	\$4,840.00	\$0.00
1.30	Lighting Pole, Trail	EA	14.00	14.00	0.00	\$8,050.00	\$0.00
1.31	Electric Service Installation	EA	1.00	1.00	0.00	\$14,300.00	\$0.00
1.32	Lighting Circuit	LF	3,330.00	3,330.00	0.00	\$14.60	\$0.00
1.33	Lighting Control Cabinet	EA	1.00	1.00	0.00	\$14,575.00	\$0.00
1.34	Underground Pull Box	EA	3.00	3.00	0.00	\$1,785.00	\$0.00
Total Value Completed - Bid Items							\$110,966.70

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$605,000.00	\$110,966.70
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$605,000.00	\$110,966.70
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$110,966.70
Retainage (5%)			\$5,548.34
Total Earned Less Retainage			\$105,418.36
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1		\$0.00	
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$0.00
Amount Due This Request			\$105,418.36
Note: The amount \$105,418.36 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
		ORIGINAL CONTRACT AMOUNT	\$605,000.00
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$605,000.00
		THIS PARTIAL PAYMENT	\$105,418.36
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$105,418.36
		BALANCE	\$499,581.64
		PERCENT COMPLETE	18.3%
Recommended By: <i>Veenstra & Kimm, Inc.</i>		Contractor: <i>Concrete Connection, LLC</i>	Approved: <i>City of Elkhart</i>
Signature		Signature	Signature
Name	Jordan Kappos	Name	
Title	Project Engineer	Title	
Date		Date	

New Member Request by Scott
Drey-for Josh Simeons
August 21, 2023

Brenda Hysell

From: Scott Drey <Scott.Drey@nutrien.com> on behalf of Scott Drey
Sent: Monday, August 14, 2023 5:15 PM
To: Brenda Hysell
Subject: New member for the agenda

Hi Brenda, can I please get a new member added to the agenda for the next meeting. His name is Josh Simeons. I will not be in attendance at the meeting so I'll provide a brief summary for council. Josh has lived in Elkhart for many years and been on the fence about joining the fire department, as his kids have grown a bit and sports schedules are less hectic he has the time to become a contributing member of the Fire Department. Josh is eager to begin training and familiarization with the Elkhart Fire Department.

Thanks Brenda.

Scott Drey, CSP
SH&E Anhydrous Ammonia Advisor, US
Safety, Health and Environment
Nutrien
216 NE Elm Street
Elkhart, Iowa 50073
Cell (913) 498-3878
scott.drey@nutrien.com


www.nutrien.com

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Elkhart Christian Church Parking Lot Request

August 21, 2023

They would like to own the parking lot, but it is a City Right away and is part of NW Maple St, the Christian Church Minister will attend the meeting to express his request

Development Agreement with
Robert and Deborah Terrell
August 21, 2023

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ELKHART, IOWA AND ROBERT
TERRELL AND DEBORAH TERRELL, FOR THE COMMERCIAL
PROPERTY DESCRIBED HEREIN.**

THIS DEVELOPMENT AGREEMENT is hereby made and entered into by and between the City of ELKHART, an Iowa municipal corporation, hereinafter the "City," and Robert W. Terrell and Deborah A. Terrell, hereinafter the "Developer."

WHEREAS THE DEVELOPER owns property legally described as follows:

Lot 1 in PRAIRIE POINTE COMMERCIAL PLAT 1, Except Parcel A pursuant to a Survey filed of record at Book 11814 Page 71, an Official Plat now included in and forming a part of the City of Elkhart, Polk County, Iowa; and,

Lot 2 in PRAIRIE POINTE COMMERCIAL PLAT 1, an Official Plat now included in and forming a part of the City of Elkhart, Polk County, Iowa; and,

WHEREAS THE DEVELOPER desires to transfer ownership of said parcels to the City of Elkhart on the terms and conditions set forth herein; and,

WHEREAS THE CITY OF ELKHART desires to acquire the above-described property from the Developer for economic development of the City on the terms and conditions set forth herein; and,

NOW, IT IS HEREBY MUTUALLY AGREED BY THE PARTIES HERETO THAT THIS DEVELOPMENT AGREEMENT should be approved by resolution by the City and fully executed and accepted on the terms and identified herein.

1. **Title Transfer.** The Developer will execute a Warranty Deed and transfer absolute fee simple title to the City. The title shall be transferred free and clear of any and all encumbrances, including, but not limited to, payment of property taxes due and payable the date immediately preceding the date of transfer (no proration of taxes), subject to the terms hereof.
2. **Compensation.** The parties agree that the property has a fair market value of Four Hundred Eighteen Thousand Dollars (\$418,000.00). This transfer shall be completed with the agreement that the City is accepting the property "as is" as a donation to the City for economic development. Further, the City will and does confirm the gift by the Developer for such value to the City and the City agrees to execute any and all documents necessary (in addition to this Agreement) to complete and support any and all tax credit(s) available to the Developer for such gifting.
3. **Economic Development.** As a condition of the gifting by the Developer, the City

agrees that the property shall be developed by and through the construction of a convenience store/grocery store (i.e., Caseys, KwikStar, Kum N Go, or facility of similar nature) for the benefit of the citizens of the City.

- 4. **Time of Approval/Completion.** The City agrees to seek approval and completion of the transfer as soon as practicable but agrees that the same shall be completed on or before _____,2023. Developer reserves the right to deem this Agreement to be null and void if this Agreement is not finalized by that date.

IN WITNESS WHEREOF this Agreement shall be binding and effective on the date of executed hereof as set forth by the parties as the parties affix their signatures hereto.

DEVELOPERS

CITY OF ELKHART

By _____
Robert W. Terrell Date

By _____
Authorized Signature of the Mayor Date

By _____
Deborah A. Terrell Date

By _____
Authorized Signature of the, City Date
Clerk/Administrator

STATE OF IOWA/COUNTY OF POLK)ss:

Subscribed and sworn to before me this ____ day of _____, 2023, by Robert W. Terrell and Deborah A. Terrell as their voluntary act and deed.

NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

ACCEPTANCE:

I, _____, City Clerk of the City of Elkhart, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Elkhart by Resolution and Roll Call No. _____, passed on day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

City Clerk of the City of Elkhart, Iowa

Elkhart Urban Renewal
Proceedings
August 21, 2023



August 17, 2023

Via Email

Chad Sands
City Administrator/City Hall
Elkhart, IA

Re: Elkhart Urban Renewal Area Property Deletion
Our File No. 481239-15

Dear Chad:

Attached please find proceedings for the August 21st City Council meeting in connection with the deletion of property from the Elkhart Urban Renewal Area.

The first set of proceedings covers the adoption of a resolution deleting property from the Elkhart Urban Renewal Area.

The second set of proceedings covers the adoption of an ordinance deleting property from the TIF District for the Elkhart Urban Renewal Area. We have prepared the proceedings on the presumption that the City Council will waive the statutory requirement that an ordinance be considered at two meetings prior to the meeting at which it is finally adopted. This waiver requires the affirmative vote of not less than four of the five City Council members. If the Council does not choose to follow this procedure, we will provide substitute proceedings covering the separate considerations of the ordinance. This ordinance may be adopted immediately after the amended urban renewal plan has been approved by resolution.

Once the ordinance has been finally adopted, it must be published, and a copy must be filed with the County Auditor of Polk County. Please print extra copies of the ordinance for publication and filing. Certificates are included in the proceedings to attest to each of those acts.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please call John Danos, Severie Orngard, or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Brenda Hysell

DELETING PROPERTY FROM URBAN
RENEWAL AREA

481239-15

Elkhart, Iowa

August 21, 2023

The City Council of the City of Elkhart, Iowa, met on August 21, 2023, at _____ p.m. at the _____, in the City, for the purpose of deleting property from the Elkhart Urban Renewal Area.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

Council Member _____ moved the adoption of the following resolution entitled "Resolution Deleting Property from the Elkhart Urban Renewal Area," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Deleting Property from the Elkhart Urban Renewal Area

WHEREAS, the City of Elkhart, Iowa (the “City”), has previously established the Elkhart Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the City Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 21, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description of
Property Deleted from the
Elkhart Urban Renewal Area
August 21, 2023

Lot 2 in PRAIRIE POINT COMMERCIAL PLAT 1, and Official Plat, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

AND

Lot 1 in PRAIRIE POINT COMMERCIAL PLAT 1, except Parcel A pursuant to a Survey filed at Book 11814, Page 71, Elkhart, Polk County, Iowa.

MINUTES PROVIDING FOR PASSAGE OF AN ORDINANCE DELETING PROPERTY FROM A TAX INCREMENT FINANCING DISTRICT FOR THE ELKHART URBAN RENEWAL AREA

481239-15

Elkhart, Iowa

August 21, 2023

The City Council of the City of Elkhart, Iowa, met on August 21, 2023 at _____ p.m. at the _____, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. _____

An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Elkhart, Iowa (the “City”) previously enacted an ordinance providing for the division of taxes levied on taxable property in the Elkhart Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Elkhart Urban Renewal Area in the City of Elkhart was designated a “tax increment district”; and

WHEREAS, the City Council now desires to decrease the size of the “tax increment district” by deleting certain property;

BE IT ENACTED by the City Council of the City of Elkhart, Iowa:

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Elkhart Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“Deleted Property” shall mean certain real property situated in the City of Elkhart, Polk County, State of Iowa, legally described as follows:

Lot 2 in PRAIRIE POINT COMMERCIAL PLAT 1, and Official Plat, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

AND

Lot 1 in PRAIRIE POINT COMMERCIAL PLAT 1, except Parcel A pursuant to a Survey filed at Book 11814, Page 71, Elkhart, Polk County, Iowa.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Elkhart Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Elkhart, Iowa, on August 21, 2023.

Mayor

Attest:

City Clerk

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY SS:
CITY OF ELKHART

I, the undersigned, City Clerk of the City of Elkhart, Iowa do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ___ day of _____, 2023, the City Clerk of the City of Elkhart, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on August 21, 2023, entitled: "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ___ day of _____, 2023.

County Auditor

STATE OF IOWA
POLK COUNTY SS:
CITY OF ELKHART

I, the undersigned, City Clerk of the City of Elkhart, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published ordinance and have verified that it was published on the date indicated in the publisher's affidavit.)

CITY OF ELKHART, IOWA

URBAN RENEWAL PLAN AMENDMENT
ELKHART URBAN RENEWAL AREA

September, 2023

The Urban Renewal Plan (the “Plan”) for the Elkhart Urban Renewal Area (the “Urban Renewal Area”) of the City of Elkhart, Iowa (the “City”) is being amended for the purposes of adding certain property to the Urban Renewal Area and identifying a new urban renewal project to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Gas Station Development Project

Date of Council Approval of Project: September 18, 2023

Description of the Project and Project Site: Brew Oil, L.L.C. (the “Developer”) is undertaking the construction of a new commercial building (the “Project”) on the Property (as described in Section 1 of this Amendment) for use in the business operations of a gas station. It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction of the Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$7500,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$4,334,077</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in connection with this September, 2023 Amendment*:	<u>\$ 758,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A

LEGAL DESCRIPTION

Certain real property situated in the City of Elkhart, Polk County, State of Iowa more particularly described as:

Lot 2 in PRAIRIE POINT COMMERCIAL PLAT 1, and Official Plat, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

AND

Lot 1 in PRAIRIE POINT COMMERCIAL PLAT 1, except Parcel A pursuant to a Survey filed at Book 11814, Page 71, Elkhart, Polk County, Iowa



August 17, 2023

VIA EMAIL

Chad Sands
City Administrator/City Hall
Elkhart, IA

Re: Elkhart Urban Renewal Area (September, 2023 Addition)
Our File No. 481239-15

Dear Chad:

We have prepared the attached materials which will enable the City Council to act on August 21, 2023 to set September 18, 2023 as the date for a public hearing on the expansion of the Elkhart Urban Renewal Area and on an amendment to the existing urban renewal plan for the Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice can effectively be published is September 14, 2023. Please print a separate copy of the notice for delivery to the newspaper and email a copy of the published notice to lemke.susan@dorsey.com.

In addition to publishing the notice of a hearing, a copy of the amendment to the urban renewal plan must be submitted to the Planning and Zoning Commission, and the Commission must provide a written recommendation to the City Council with respect to whether the amendment is in conformance with the City's general or comprehensive plans.

Also, a "consultation session" must be set up with Polk County and the North Polk Community School District. Please refer to my separate letter attached for further details.

Please return one fully executed set of these proceedings, once all the actions have been taken, and contact John Danos, Severie Orngard or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Brenda Hysell
Brad Fordyce



August 17, 2023

VIA EMAIL

Chad Sands
City Administrator/City Hall
Elkhart, IA

Re: Elkhart Urban Renewal Area Amendment/Consultation Session
Our File Number: 481239-15

Dear Chad:

The Iowa Urban Renewal Law requires that the City provide information concerning a proposed urban renewal plan amendment to certain other governmental bodies which might be affected by the use of tax increment financing within the amended urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county and school district whose jurisdiction covers any property to be included within the amended urban renewal area. This consultation must be held at least two weeks before the public hearing.

It is our understanding that the property within the City's amended urban renewal area would affect Polk County and the North Polk Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss the urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors
c/o Polk County Auditor
Administration Building
111 Court Avenue, Room 230
Des Moines, Iowa 50309

Superintendent
North Polk Community School District
13930 NE 6th Street
Alleman, Iowa 50007

Please call John Danos, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

Attachment

cc: Brenda Hysell
Brad Fordyce

[City letterhead]

DATE: _____
TO: Board of Supervisors, Polk County, Iowa
Superintendent, North Polk Community School District
FROM: City Council
City of Elkhart, Iowa
RE: Elkhart Urban Renewal Area Amendment

The City of Elkhart is in the process of expanding its Elkhart Urban Renewal Area, and amending the urban renewal plan for the area and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2023, at _____ .m. at the _____ in Elkhart. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City Council will also hold a public hearing on this urban renewal plan amendment at _____ o'clock ____ .m. on September 18, 2023, and a copy of the notice of hearing is enclosed for your information.

Please call our City Administrator at (515) 367-4735 if you have questions.

Enclosure



August 22, 2023

To: City of Elkhart Planning & Zoning Commission

Re: Elkhart Urban Renewal Area/Urban Renewal Plan Amendment

A public hearing will be held by the City Council on September 18, 2023 on a proposed amendment to the urban renewal plan for the Elkhart Urban Renewal Area to add the property legally described in the proposed amendment and to approve a new urban renewal project. I have prepared this memorandum to assist the Commission in performing its role in this process.

Section 403.5 of the Code of Iowa requires that, before they hold a public hearing, the City Council must submit a copy of the proposed plan amendment to the Commission, “for review and recommendations as to its conformity with the general plan for the development” of the City. The statute does not require that the Commission hold a hearing on the proposed plan amendment, nor does it require that the Commission take any action to either approve or reject the proposed plan amendment. It directs that the Commission review the plan amendment and comment to the City Council as to whether the plan amendment conforms to, or is consistent with, the City’s Comprehensive Plan. Please complete your review and submit any comments to the City Council by Noon on September 18, 2023.

Please call John Danos or me at (515) 283-1000 if you have questions about the statutory process.

Kind regards,

Amy Bjork

SET DATE FOR HEARING ON
DESIGNATION OF EXPANDED URBAN
RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

481239-15

Elkhart, Iowa

August 21, 2023

The City Council of the City of Elkhart, Iowa, met on August 21, 2023, at _____ p.m., at the _____, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded Elkhart Urban Renewal Area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Elkhart Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the areas, and that it was now necessary to set a date for a public hearing on the proposed amended areas and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded Elkhart Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Designation of the Expanded Elkhart Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Elkhart, Iowa (the “City”) by resolution previously established the Elkhart Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Brew Oil, L.L.C. in connection with the construction of a commercial building for use in the business operations of a gas station; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the _____, Elkhart, Iowa, on September 18, 2023, at _____ p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Elkhart, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Clerk, or her designee, is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Polk County and the North Polk Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved August 21, 2023.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED
ELKHART URBAN RENEWAL AREA AND ON PROPOSED URBAN
RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Elkhart, Iowa, on September 18, 2023, the City Council of the City of Elkhart will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Elkhart Urban Renewal Area and designating an expanded Elkhart Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including all the property (the “Property”) described as follows:

Lot 2 in PRAIRIE POINT COMMERCIAL PLAT 1, and Official Plat, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

AND

Lot 1 in PRAIRIE POINT COMMERCIAL PLAT 1, except Parcel A pursuant to a Survey filed at Book 11814, Page 71, Elkhart, Polk County, Iowa

The proposed amendment to the Plan brings the Property described above under the Plan and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Brew Oil, L.L.C. in connection with the construction of a commercial building for use in the business operations of a gas station.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Brenda Hysell
City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Elkhart Urban Renewal Area
(September, 2023 Addition)

Lot 2 in PRAIRIE POINT COMMERCIAL PLAT 1, and Official Plat, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

AND

Lot 1 in PRAIRIE POINT COMMERCIAL PLAT 1, except Parcel A pursuant to a Survey filed at Book 11814, Page 71, Elkhart, Polk County, Iowa

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, Iowa do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Elkhart Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, Iowa do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Elkhart Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this ___ day of _____, 2023.

City Clerk

Road Closure's for Mean
Machine Event September 16
August 21, 2023

NW Main St

ROAD CLOSED

Elkhart Veterans Memorial Community...



Elkhart City Park

Garfield Ave

ROAD CLOSED



Red Bull The Clean Machine
Cycle Shop

S Garfield Ave

W Walnut **ROAD CLOSED**

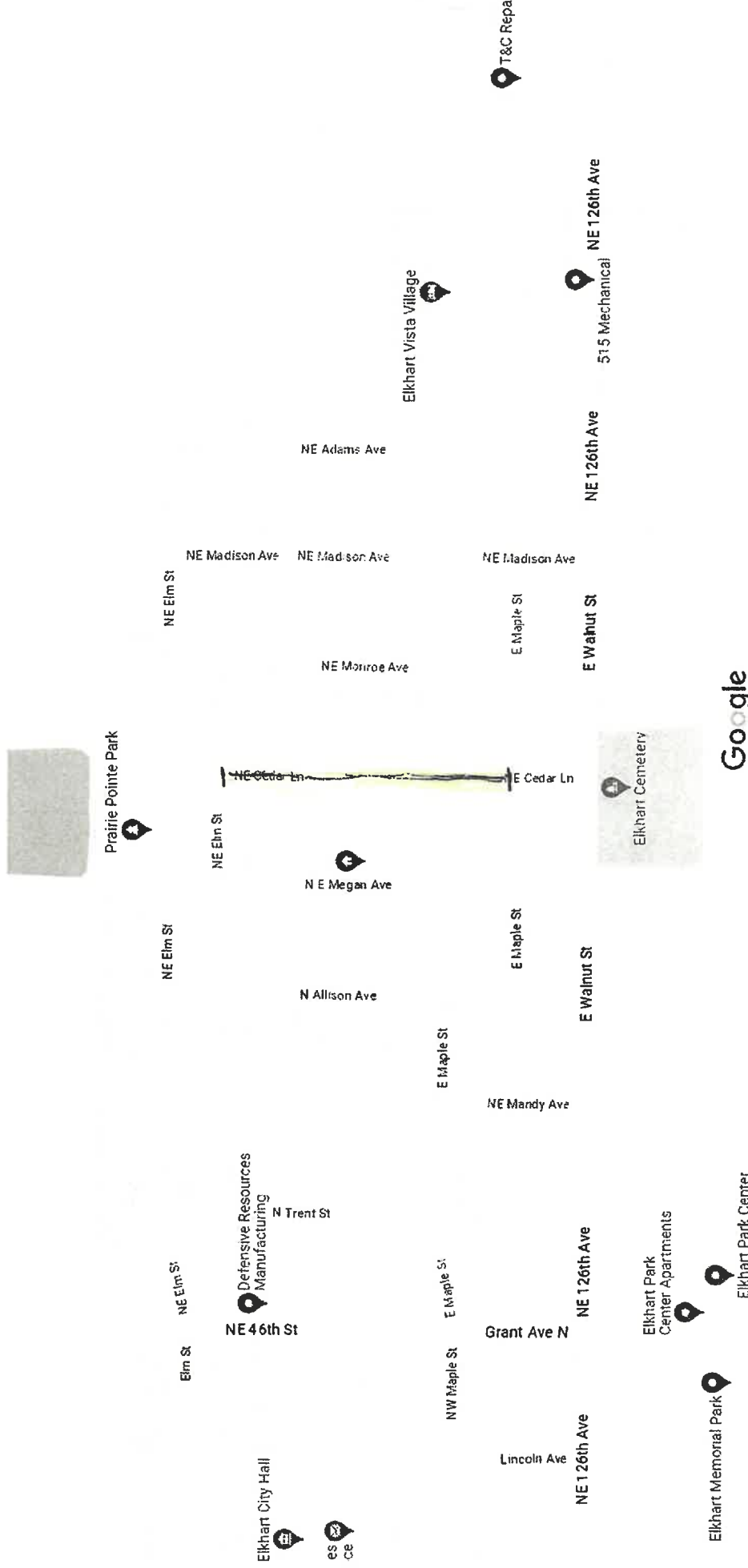
NE 126th

Google

Imagery ©2

Road Closure's for
Neighborhood Party September
16 event

August 21, 2023



Map data ©2023 Google 200 ft

CDBG Participation

August 21, 2023



COUNTY OF POLK
Board of Supervisors

111 Court Ave, Suite 300
Des Moines, Iowa 50309-2214
Ph. 515.286.3120
Fax. 515.323.5225
www.polkcountyia.gov

July 27, 2023

City of Elkhart
City Administrator Chad Sands
P.O. Box 77
260 Northwest Main Street
Elkhart, IA 50073-0077

RE: Polk County Urban County designation for participation in the Community Development Block Grant Program for 2023-2025

Dear Mr. Sands:

Polk County is in the process of qualifying for designation as an Urban County to reinstate the Community Development Block Grant (CDBG) program through the U.S. Department of Housing and Urban Development (HUD). This designation applies to the Fiscal Years 2023-2025. As the overall population exceeds 200,000 persons, Polk County meets the qualifying threshold to obtain Urban County entitlement status and receive CDBG funds.

We encourage the city of Elkhart to participate in the CDBG program for the benefit of low- and moderate-income residents. If the City is interested in participating as a unit of general local government, Polk County will provide a draft intergovernmental agreement (IGA) for review and execution by the City's elected official. The agreement will allow the County to fund eligible projects within the jurisdictional limits and residents will be eligible to receive assistance through CDBG funded programs. Please note, if you elect to participate in the Polk County CDBG program, you will not be eligible to apply for CDBG funding through the State of Iowa while you are a partner in the Urban County.

If the City elects not to participate in the Polk County CDBG program, HUD requires written notice be provided by the City to Polk County and HUD by **August 9, 2023**. If you elect to defer your participation for 2023, you will continue to receive an opportunity to participate in the CDBG program on an annual basis. Please note, if you elect not to participate, residents or non-profit organizations located in the City will not be eligible to benefit from CDBG funding.

If the City elects to participate in the Polk County CDBG program, one original copy of the IGA amendment signed by all authorized parties and a copy of the ordinance signed by the mayor will need to be returned to Polk County for submittal to HUD by **September 4, 2023**. Polk County staff will present a resolution before the Board of County Supervisors requesting approval of the

IGA from all participating jurisdictions received by that date. Your participation must be in the form of the adopted IGA that generally stipulates you will participate for the three-year cycle of the program and grants the County the authority to administer the CDBG program within your jurisdiction.

While HUD offers several opportunities to fund low- and moderate-income programs, such as Emergency Shelter Grants (ESG) and HOME grants, Polk County elects to participate only in the CDBG program at this time. However, you can apply through the State of Iowa CDBG program for ESG or HOME funds, if they allow it.

As an Urban County, the CDBG program will be administered by Polk County through a five-year Consolidated Plan, which will be drafted and submitted to HUD no later than **September 15, 2023**. The County welcomes your participation in the Consolidated Plan process, and upon completion, the Plan will set forth priorities and goals that determine how funds will be spent throughout the County.

CDBG staff is available to discuss the program and required documentation should the city accept or defer the CDBG program. If you have any questions regarding the 2023-2025 Urban County designation process for the Polk County CDBG program, please contact me at: sean.bagniewski@polkcountyiowa.gov.

Sincerely,

Sean Bagniewski
Federal Grants Administrator

cc: Tom Hockensmith, Chair, Polk County Board of Supervisors
Matt McCoy, Polk County Board of Supervisors
Robert Brownell, Polk County Board of Supervisors
Steve Van Oort, Polk County Board of Supervisors
Angela Connolly, Polk County Board of Supervisors
John Norris, County Administrator
Sarah Boese, Deputy County Administrator
Kimberly Graham, County Attorney

Enc: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2023-2025

AUTHORIZING RESOLUTION
For the Participation in the
Community Development Block Grant Program

Relating to the City of INSERT NAME participation in the Community Development Block Grant Program of Polk County;

WHEREAS, Federal funding is available under the Community Development Block Grant Program, administered by Polk County for the purpose of the provision of public improvement activities, housing activities, public services activities, and economic development activities; and

WHEREAS, after public meeting and due consideration, the City has recommended participation in the Community Development Block Grant Program of Polk County so that City projects can be considered for grant funding; and

WHEREAS, it is necessary for the City to approve the preparation of an agreement to receive funds from this program; and

NOW, THEREFORE, BE IT RESOLVED, that the City of INSERT NAME does hereby approve and authorize the preparation and filing of an agreement and that the Mayor or City Manager is hereby authorized to sign all necessary documents on behalf of the City in accordance with this resolution.

ADOPTED on this NUMBER day of August, 2023.

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR
FEDERAL FISCAL YEARS 2023-2025 ADMINISTERED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Amended Agreement") is made and executed this _ day of _; 2023 by and between the Board of Supervisors of the County of Polk, State of Iowa ("County"), and the City of _ ("City"), located in Polk County; State of Iowa.

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("Act") (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant ("CDBG") Program issued by HUD to implement the Act and published in 24 C.F.R. Part 570 ("Regulations") provide that a county must qualify as an "Urban County", as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County's CDBG Program; and

WHEREAS, Polk County qualifies and intends to begin operating as an Urban County for the federal fiscal years (FYs) 2024-2026 based on HUD CPD Notice 23-02; Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2004-2006; and

WHEREAS a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted to the County pursuant to C.R.S. §§ 29-3-101 to 123; §§ 30-11-101 and 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422; and

WHEREAS, a determination has been made by HUD that the County, through the Polk County Board of Supervisors, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the County pursuant to C.R.S. § 29-1- 204.5; and

WHEREAS, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and, therefore, its ability to conduct the CDBG Program in the City is limited by the requirement that it must obtain permission from the City to perform certain kinds of activities therein, and accordingly, in order for the City to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City and the County enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community

development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the participating City understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

WHEREAS, Under general provisions of Iowa law governing contracting between governmental entities and by virtue of specific authority granted by C.R.S. § 29 1-203, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

WHEREAS the City now desires to become a participating jurisdiction under the County's status as an Urban County; and

WHEREAS, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

WHEREAS, the Polk County Board of Supervisors will adopt the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2024-2026 administered by the U.S. Department of Housing and Urban Development ("Original Agreement"); and

WHEREAS, all other provisions contained in the Original Agreement remain unchanged; and

NOW, THEREFORE, in consideration of the premises and other provisions hereof, the parties agree as follows: ·

RESPONSIBILITIES OF THE CITY

A. City and County Cooperation

The City will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City during the federal program years this Agreement is in effect.

The City will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City as may be approved and authorized in: (1) the County's CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

B. Subrecipient Agreements

The City understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570,503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects

approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City to receive and continue receiving CDBG Funds, the following must occur:

The City must execute this Agreement.

The City must apply to the County for CDBG Funds for each specific project or activity.

The City must sign a Subrecipient Agreement with the County for the specific project or activity. The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.

The City must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.

The City must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

C. Assurances and Certifications

The City agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

D. Administrative Control

As to any proposed projects funded under this Agreement, the City agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan (or five (5) year Consolidated Plan with an Annual Action Plan component) when required, during the period covered by this Agreement.

E. Non-Appropriation Clause

The City agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

F. Excessive Force

The City/County has adopted and is enforcing the following law enforcement measures:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions,

G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

H. Day-To-Day Supervision

The City will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees.

I. Cost Overruns

Since the City is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City if its projects or activities cannot be completed with the funds allocated by the County to the City. Any cost overruns shall be the sole responsibility of the City or City contractors, partnering entities or other assigns.

J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

K. Bonds

The City will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

L. Insurance

The City shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and

Employers' Liability insurance with the following limits:

Workers' Compensation: Employers' Liability: \$1,000,000

Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired and non owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Professional Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City as certificate holders and name the County and the City their officers and employees as additional insureds. The County and the City will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The contractor shall furnish Polk County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Polk County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Polk County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Polk County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Polk County Board of Supervisors
111 Court Avenue
Des Moines, Iowa 50309
auditor@polkcountyiowa.gov

The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Polk County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Records

The City shall maintain a complete set of books and records documenting its use of the CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City shall provide full access to these

books and records to the County, the Secretary of HUD or their designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with federal laws and regulations may be confirmed. The City further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall be maintained for five (5) years after closing out the CDBG project.

N. Timelines

The City shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R. § 570.902.

O. Limitations

The City agrees that no more than two and one-half percent (2.5%) of the funds the City actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City understands that by executing this Agreement, it may not apply for grants under the State CDBG Program for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

P. Financial Management

The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The City agrees that before the County can distribute any CDBG funds, the City must submit to the County Board of Supervisors documentation and reimbursement form required by such Department which states the amount of funding the City is requesting. Upon approval of the request, the County will distribute the requested funds to the City or directly to the appropriate contractor on a reimbursement basis.

Q. Program Income

The City agrees that, pursuant to 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City terminates participation in the County's CDBG Program, income received subsequent to the City's termination shall be remitted to the County.

R. Asset Management

If the City terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24 C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

S. State, City, and County Law Compliance

All responsibilities of the City enumerated herein shall be subject to applicable State statutes, City ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City.

RESPONSIBILITIES OF THE COUNTY

A. Legal Liability and Responsibility

The parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

RESPONSIBILITIES OF THE PARTIES

A. Federal Compliance

The parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City is included, the provisions of the Act and all regulations, rules and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5,105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 2 C.F.R. 200 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

A. Length of Agreement

This Agreement will remain in effect until the CDBG funds and program income received with respect to the three-year qualification period (FY 2021-2023) are expended and the funded activities completed. This stipulation also applies to any successive

qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is in effect.

B. Automatic Renewal

This Agreement will automatically be renewed for participation in successive three "year qualification periods, unless the City provides written notice that it elects not to participate in a new qualification period. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. The City is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of the City to sign an amendment will void the automatic renewal of such qualification period.

C. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A above.

D. Reporting

The City will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City's project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

E. Non-Profit Support

The parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the nonprofit organizations that provide community service activities to the populations in need within the Urban County and the City.

F. Transfer of Funds

The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such City, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

CONTRACT ALTERATION

The terms of this Agreement may be changed or altered only by the mutual agreement of the County and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned,

OTHER PROVISIONS

Entire Agreement. This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Assignability. No party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the parties is subject to the requirement of a prior appropriation of funds therefore by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the ___th day of _____, 2023.

POLK COUNTY BOARD OF SUPERVISORS

By: _____

ATTEST:

APPROVED AS TO CONTENT:

Clerk

County Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

County Attorney

Director of Finance

Date: _____

Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

Risk Manager

Date: _____

CITY OF _____

By: _____
Name, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Antidisplacement and Relocation Plan - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant program.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid; by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction - The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan --The housing activities to be undertaken with Community Development Block Grant funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 - It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

Specific Community Development Block Grant Certifications

The Entitlement County certifies that:

Citizen Participation - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities,

primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2026 or a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force - It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination Laws - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, and R.

Compliance with Laws - It will comply with applicable laws.

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PFM's Engagement Letter

August 21, 2023



August 21, 2023

Mr. Brad Campbell
Mayor
City of Elkhart, Iowa
PO Box 77
Elkhart, IA 50073

Dear Mr. Campbell,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Elkhart, Iowa (the "[Client]"). PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Engagement Letter.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.



This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.



This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of Iowa. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or a third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Susanne Gerlach
Managing Director

Matthew Stoffel
Senior Managing Consultant



EXHIBIT A **SCOPE OF SERVICES**

PFM shall provide, upon request of Client, municipal advisory services related to the financial planning and development of planning models, examples of which, not intended to be exclusive, are set forth as follows:

- Review of Client's audited financial statements.
- Review current and projected financial status and capacity of Client.
- Identification and determination of Client's existing taxable valuation.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
 - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide Client with savings.
- Review capital improvement plan and review funding sources for the capital projects.
- Development and preparation of several financial and capital planning models:
 - Debt Service Tax Analysis planning models
 - General Obligation Debt Capacity planning models
 - Senate File 295 valuation projection model
 - Full Valuation and Taxable Valuation Analysis model
 - HF 718 impact analysis
 - Individual Tax Increment Urban Renewal Plan cashflow models
 - Composite Tax Increment Urban Renewal Plan cashflow model (where applicable)
 - Sewer Enterprise Fund financial and capital planning model
 - Water Enterprise Fund financial and capital planning model
 - Storm Water Enterprise Fund financial and capital planning model
 - Solid Waste Enterprise Fund financial and capital planning model
 - Local Option Sales Tax (LOST) Fund financial and capital planning model
 - Capital funding analysis (including the review of the existing capital improvement fund)
- Assist Client with annual TIF certification.



- Develop financial options analyses (using financial and capital planning models listed above):
 - Analysis of the existing financial arrangements
 - Analyze debt capacity
 - Identify and analyze financing alternatives and debt structuring options
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative security structures
 - Evaluation of alternative funding and financing approaches
 - Sensitivity analysis
 - Assist Client with the development of Client's financial plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
 - Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)
 - Attend meetings with Client's staff, consultants and other professionals.
- Assist Client in preparing financial presentations for public hearings and/or referendums.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and development of planning models, PFM shall receive an annual fee in the amount of \$11,500, payable upon invoice. The Retainer assumes the scope of services outlined in Exhibit A can be completed within 50 hours. The Retainer shall be reviewed and revised upon mutual agreement.

2. Hourly Project Fees (Non-Transaction Related)

In the event Client requests that PFM perform significant special projects, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350.00
Director	\$300.00
Senior Managing Consultant	\$250.00
Senior Analyst	\$200.00
Analyst	\$175.00
Associate	\$125.00

2. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O).....	Lloyds of London; (A; Stable)
.....	AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.....	Greenwich Insurance Company (A+; Stable)
General Liability.....	Valley Forge Insurance Company; (A; Stable)
Automobile Liability.....	Continental Insurance Company; (A; Stable)
Excess/Umbrella Liability.....	Continental Insurance Company; (A; Stable)
Workers Compensation & Employers Liability	Continental Insurance Company; (A; Stable)

Mulch for City Park Playground

August 21, 2023



Wright Outdoor Solutions
 8000 Raccoon River Drive
 West Des Moines, IA 50266

Proposal #56271
 Created: 08/11/2023
 From: Debra Hammer

Proposal For

City of Elkhart
 260 NW Main St
 Elkhart, IA 50073

Location

260 NW Main St
 Elkhart, IA 50073

Customer Contact

mobile: (515) 249-9181
elkhartcityclerk@cityofelkhart.com

260 NW Main St 50073 Mulch 2023

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) MULCH:PLAYGROUND BULK PLAYGROUND MULCH	80 Cu. Yrd.	\$ 20.00	\$ 1,600.00
2) Non Inventory Item 32 Tons of Pea Gravel delivered	32 Each	\$ 53.95	\$ 1,726.24

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

I have read and accept all conditions in the "Project Authorization and Implementation" portion of this proposal and authorize Wright Outdoor Solutions to proceed with the services as identified in the proposal.

SUBTOTAL	\$ 3,326.24
SALES TAX	\$ 0.00
TOTAL	\$ 3,326.24

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Debra Hammer
 Office: (515) 987-0800
 Mobile: (515) 202-2182
dhammer@wrightoutdoorsolutions.com

Fencing around Basketball Hoops

August 21, 2023

Estimate

#0000082

From: Midwest Fencing and Construction
155 Northwest Maple Street, Elkhart, IA, 50073

Amount:
\$19,400.00

Bill To: City of Elkhart East Park

Expiration Date:
7/17/2023

Item	Rate (excl. tax)	Quantity	Tax	Total
10' Black chainlink Install 292' of 10' Black Chainlink 9 gauge. 2- 4' wide by 6' tall walk gates with a 4' header. Gates to be installed on the west and south side of the fence Bulldog gate hinges 3in Terminal and gate post 2in line post. All post set in a concrete footing of 42 inches deep by 12 inches diameter.	\$19,400.00	1		\$19,400.00
	Subtotal			\$19,400.00
	Total			\$19,400.00

Notes:

50% material deposit
Remaining balance due at completion

Accepted on: _____

Accepted by: _____

Signature: _____

Cemetery Space and availability and requests of the Cemetery Board

August 21, 2023

They are requesting the moving of some plots so as to make space for more available Plots, and they have a request on the East End of the Cemetery to put in Plots up to the Intake

2023 Current Location

10
14

12 194 R.C. Mathis	193 R.C. Mathis	142 R.C. Mathis
12 195 R.C. Mathis	192 R.C. Mathis	143 R.C. Mathis
12 196 R.C. Mathis	191 R.C. Mathis	144 R.C. Mathis
12 197 R.C. Mathis	190 R.C. Mathis	145 Schmitt Schmitt
12 198 Fred Sammie Hudson	189	146 John Sarrison
12 199 Bernard Lee	188	147 mick Kibbous
12 200 Tim Goforth	187 Tim Goforth	148 Shirley Huber
12 201 Wayne Keller	186	149
12 202 Wayne Keller	185	150 Don & Cecelia Morton
12 203 Dee Volt	184 Russell Franke	151 John Hantzsch John Hantzsch
12 204	183	152 Lowell Wilkinson
12 205 Charlie Woodford	182 charlie woodford	153 Charlie Woodford
12 206	181 Mary & Alon Smith	154 Dora & Linda Howard
		Gene Jones

12 141 R.C. Mathis	12 140 R.C. Mathis
12 139 R.C. Mathis	12 138 R.C. Mathis
12 137 Paul Wilson	12 136 Kenneth Kerby
<p>DO NOT SELL EXISTING ROAD</p>	
12 135	12 134
12 133 Jim Elmore	12 132 Jim Elmore
12 131 Jim Hoskins	12 130 Jim Hoskins
12 129 Lester Morris	12 128 G. Wayne Smith

12 111 R.C. Mathis	12 110 R.C. Mathis
12 112 R.C. Mathis	12 109 R.C. Mathis
12 113 John Sorenson	12 108 John Sorenson
12 114 John Sorenson	12 107 John Sorenson
12 115 Karen	12 106 Bill Briley Cloyd Ball

ORIGINAL CEMETERY

SP 304
Jalene Morris Parrish
& Gary Parrish

NEW LOCATION
138, 139, 140, 141

10

14

12' 194 R.C. Mathis	12' 193 R.C. Mathis	12' 142 R.C. Mathis
12' 195 R.C. Mathis	12' 192 R.C. Mathis	12' 143 R.C. Mathis
12' 196 R.C. Mathis	12' 191 R.C. Mathis	12' 144 R.C. Mathis
12' 197 R.C. Mathis	12' 190 R.C. Mathis	12' 145 Schmidt Schuetzler
12' 198 Fred Sammie Hudson	12' 189	12' 146 John Sorenson
12' 199 Bernard Lee	12' 188	12' 147 mick Kilbourne
12' 200 Tim Goforth	12' 187 Tim Goforth	12' 148 Shirley Huber
12' 201 Wayne Keller 35 years	12' 186	12' 149
12' 202 Wayne Keller 45 years	12' 185 Russell Franke	12' 150 DON & Cecelia Morton
12' 203 Doe Volk	12' 184 John Hintzsch	12' 151 John Hintzsch
12' 204	12' 183	12' 152 Lowell Wilkinson
12' 205 Charlie Woodford	12' 182	12' 153 Charlie Woodford
12' 206	12' 181 Mary & Alan Smith	12' 154 Dora & Linda Howard
12' 207	12' 180 Gene Innes	12' 155 Gene Jones

12' 141 R.C. Mathis	12' 111 R.C. Mathis	12' 110 KLOS MILD SM.
12' 140 R.C. Mathis	12' 112 R.C. Mathis	12' 109 MILD SM.
12' 139 R.C. Mathis	12' 113 John Sorenson	12' 108 John Sorenson
12' 138 R.C. Mathis	12' 114 John Sorenson	12' 107 John Sorenson
12' 137 Paul Wilson	12' 115 Karen Bill Briley	12' 106 Clyde Hall
12' 136 Paul Wilson	12' 116 Kenneth Kerby	

ROAD NOT
EXIST
DO NOT
SELL
6-18-11
MORTIS

12' 135	12' 134
12' 133 Jim Elmore	12' 132 Jim Elmore
12' 131 Jim Hoskins	12' 130 Jim Hoskins
12' 129 Lester Morris	12' 128 S. Wayne Smith

Spazky
Julie Morris Parisho
& Gary Parisho

ORIGINAL CEMETERY

Resignation of Chad Sands

August 21, 2023

CITY OF ELKHART, IOWA

PO BOX 77 - 260 NW Main Street

ELKHART, IA 50073

Phone: 515-367-4735

www.elkhartiowa.com

July 28, 2023

Mayor and City Council
City of Elkhart
260 NW Main Street
Elkhart, IA 50073

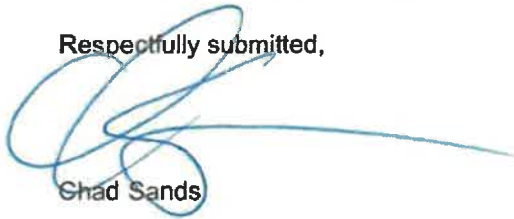
RE: Resignation Letter

All,

I have accepted a position with the Iowa Economic Development Authority, starting August 28th. My last day with the city will be August 18th as I have a previously scheduled vacation from the 21st through the 25th.

During this time, I will be working to make the transition to the next city administrator an easy one. I appreciate the opportunity and trust you gave me to move Elkhart forward.

Respectfully submitted,



Chad Sands

Resignation of Brian Shipley

August 21, 2023

July 28, 2023

Mayor, City Council, and Administration
City of Elkhart

Resignation Letter

All,

I will be resigning as a member of the Elkhart City Council, effective immediately.

I will not be attending any further council meetings.

Good luck,

Brian Shipley

A handwritten signature in blue ink that reads "Brian Shipley" with a stylized flourish at the end.

August 2, 2023
Mayor, City Council, and Staff

Rescinding of Resignation Request

All,

I have decided that resigning from my duties as a council member is not in the best interest of our community. It has been confirmed with the city attorney that should I choose to continue in my role, I can. Therefore I choose to rescind my resignation, and I will see you all at the next council meeting.

Thank you for your time and understanding.

Sincerely,

Brian Shipley

A handwritten signature in blue ink, appearing to read "Brian Shipley", written over the printed name.

August 14, 2023

Staff and council of Elkhart;

Regretfully, I must reiterate my previous resignation.

Instead of proceeding with the firing of Brenda Hysell; I will be resigning from the City Council of Elkhart. Hopefully, the next election will yield a great group of leaders to help you do good work for the City of Elkhart.

Please accept my resignation at the next Council Meeting. Please don't lose heart in your personal journey of public service; it can be very stressful but also incredibly rewarding.

It's been a productive 10 years of council.

I wish you all good luck.

Thanks for all that you do.

Brian T Shipley jr.

JULY 2023 CODE ENFORCEMENT REPORT

ELKHART

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2020-03	352 N. Grant	Junk&Vehicle&Parking	4/2/2020	4/17/2020 6/16/20 7/24/20 10/2/20	Advisory- 6/1/20 2nd Advisory- 7/6/20 Certified-9/1/20 FINAL Extension given by Chad	
2020-04	255 NW Main	Junk&Vehicle&Parking	4/2/2020	4/17/2020 6/16/20 7/15/20 4/22/21 5/21/21	Advisory- 6/1/20 2nd Advisory Certified- 4/6/21 Certified- 5/4/21 FINAL-6/15/21 Refer to City	
2020-06	216 NE Elm	Junk&Vehicle&Parking	4/2/2020	4/17/2020 6/16/20 *	Advisory- 6/1/20 2nd Advisory	
2020-08	252 NW Main	Junk	4/7/2020	4/17/2020 6/16/20 *	Advisory- 6/1/20 2nd Advisory	
START 2021						
2021-063	368 NW Maple	Vehicle	7/14/2021	7/27/2021 8/12/21 9/10/21 11/5/21	M- 7/28/21 Advisory- 8/24/21 Certified- 10/19/21 FINAL- 2/8/22 Referred to City	
START 2022						
2022-065	Lot 43	Junk	7/5/2022	7/22/2022 8/16/22 9/16/22 5/1/23	Advisory- 8/2/22 Certified- 8/30/22 FINAL- 10/26/22 Sent to City 1/24/23 Extend to 5/1/23 Per Brenda	7/3/2023
2022-092	Lot 25	Vehicle	9/13/2022	10/12/2022 11/11/22 12/9/23	Advisory- 10/26/22 Certified- 11/22/22 FINAL- 1/17/23 Refer to City	
2022-100	Lot 46	Junk	9/30/2022	11/11/2022 12/6/22 2/2/23	Advisory- 12/6/22 Certified- 1/17/23 FINAL- 3/28/23 Sent to City	
2022-101	Lot 31	Junk & Vehicle	9/30/2022	10/16/2022 11/11/22 12/9/22 1/19/23	M- 10/26/22 Advisory- 11/22/22 Certified- 1/3/23 FINAL- 2/13/23 Refer to City	
2022-114	361 NW Washington	Vehicle	11/8/2022	11/24/2022 1/3/23 4/18/23 4/28/23 6/8/23	Advisory- 12-19-22 Certified Extnded to April per Brenda 4/11/23 Certified- 5/22/23 FINAL	
START 2023						
2023-009	421 NE Maple	Parking	1/31/2023	2/14/2023	M	
2023-010	418 NE Elm	Parking	1/31/2023	2/14/2023	M	
2023-028	410 NE Elm	Vehicle	3/14/2023	3/28/2023	M	
2023-029	Lot 33	Vehicle	3/14/2023	3/30/2023 4/28/23	Advisory- 4/11/23 Certified- Refer to city 5/22/23	
2023-036	Lot 41	Vehicle & Parking	3/28/2023	4/11/2023 6/8/23	M- 5/22/23 Advisory	
2023-040	Lot 27	Junk	4/11/2023	4/25/2023	M	
2023-047	Lot 29	Junk	4/24/2023	5/8/2023 7/6/23	M-6/19/23 Advisory	
2023-050	301 NE Mandy	Junk	5/8/2023	5/22/2023	M	
2023-052	Lot 11	Junk	5/8/2023	6/26/2023 8/16/23	Advisory- 7/31/23 Certified	
2023-055	224 NE Mandy	Grass	5/22/2023	5/29/2023	Advisory	
2023-061	104 NE Elm	Junk	6/5/2023	6/19/2023 7/6/23	M-6/19/23 Advisory	
2023-062	208 W. Walnut	Junk	6/5/2023	6/19/2023	M	
2023-063	304 NE Maple	Parking	6/5/2023	6/19/2023 7/6/23	M-6/19/23 Advisory	7/3/2023
2023-066	Lot 14	Junk & Vehicle	6/5/2023	6/21/2023	Advisory	7/17/2023
2023-067	221 Grant	Junk	6/19/2023	7/3/2023	M	7/3/2023
2023-068	268 W. Walnut	Grass	6/19/2023	6/26/2023 8/16/23	Advisory- 7/31/23 Certified	
2023-069	319 NE Monroe	Parking	6/19/2023	7/3/2023	M	7/3/2023
2023-070	Lot 35	Junk	6/19/2023	7/20/2023	A	
2023-071	Lot 37	Grass	6/19/2023	6/26/2023	Advisory	7/3/2023
2023-072	Lot 5	Grass	6/19/2023	6/26/2023	Advisory	7/3/2023
2023-073	361 NW Washington	Grass	7/3/2023	7/13/2023	Advisory	7/31/2023
2023-074	268 W. Walnut	Junk	7/13/2023	7/20/2023	Advisory	7/17/2023
2023-075	220 NE Megan	Grass	7/13/2023	7/13/2023	Advisory	7/17/2023
2023-076	417 NE Maple	Grass	7/13/2023	7/13/2023	Advisory	7/17/2023
2023-077	Lot 28	Grass	7/13/2023	7/13/2023	Advisory	7/17/2023
2023-078	Lot 46	Grass	7/13/2023	7/13/2023	Advisory	7/31/2023
2023-079	221 N. Grant	Junk	7/17/2023	7/31/2023	M	
2023-080	220 NE Mandy	Grass	7/17/2023	7/31/2023	Advisory	7/31/2023
2023-081	302 NE Mandy	Junk	7/17/2023	7/31/2023	M	7/31/2023
2023-082	317 NE Allison	Parking	7/17/2023	7/31/2023	M	7/31/2023
2023-083	418 Maple	Junk	7/17/2023	7/31/2023	M	7/31/2023
2023-084	Lot 42	Junk	7/17/2023	7/31/2023	M	
2023-085	304 N.E. Allison	Junk	7/31/2023	8/14/2023	M	
2023-086	Lot 19	Junk	7/31/2023	8/16/2023	Advisory	
2023-087						