

-Notice of Public Meeting-

Governmental Body: Elkhart City Council

Date of Meeting: November 27th, 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. Consent Agenda:**
 - a. Application for Tax Abatement 110 NE ADAMS AVE
 - b. November 15th Minutes of Council Meeting
 - c. November 20th Minutes of Council Meeting
- 6. Presentation and Discussion of Potential Gas Station Development**
- 7. Discussion and possible action to contract with Travis Cooke for temporary City Clerk Transition**
- 8. Resolution of Approval for Street Finance Report**
- 9. Resolution of Approval for TIF Certification**
- 10. Resolution of Approval to pay Bryce Kenworthy \$19,800.00 for Prairie Point Park fence project**
- 11. Discussion and possible of entering into an agreement with Hinson Consulting LLC to begin search for new City Administrator**
- 12. Adjourn**

**CONSENT
AGENDA
NOVEMBER
27th, 2023**

CITY OF ELKHART, IOWA

PO BOX 77 - 260 NW Main Street
ELKHART, IA 50073
Phone: 515-367-4735
www.elkhartiowa.com

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR ELKHART, IOWA APPLICATION # _____

All real estate assessed as new construction residential property for the calendar year 2023 is eligible to receive an exemption from taxation for three (3) years on the first \$75,000 of actual value added by improvements if improvement meets or exceeds 7% of prior assessed value.

All real estate assessed as either commercial or industrial property is eligible to receive an exemption from taxation for three (3) years on 100% of the actual value added by improvements if improvement meets or exceeds 10% of prior assessed value if the commercial or industrial property is located in the Main Street district as defined generally by property within the area east of Garfield Avenue and west of Lincoln Avenue.

The real property being included as part of the Elkhart Revitalization Area will also be included in the Elkhart Urban Renewal Area by virtue of an amendment to the Urban Renewal Plan for the Elkhart Urban Renewal Area.

The City Council reserves the right to deny any application for tax abatement made pursuant to this Urban Revitalization Plan.

Name of Applicant & Title Holder: Tyler Sinclair and Jenna Murray

Address of Property: 110 NE ADAMS AVE

Legal Description of the Property: Single Family Home

Address of Applicant (if different from above): _____

Phone Number: 515-681-5308

Proposed Property Use:



Residential



Commercial/Industrial

Nature of Improvements:



New Construction



Addition



General Improvements

More details: _____

Estimated Date of Completion: 12/01/23

DATE: 11/06/2023 _____

Signature of Applicant: *Tyler Tucker, Jenna Murray*

CITY COUNCIL ACTION:

Building Permit #: _____ Certificate of Occupancy Issued: _____

Application: Approved Denied

Date of Council Action: _____

Reasons for Denial:

City Clerk Signature: _____ Date: _____

ASSESSOR ACTION:

Completed Forms Required by February 1st in City Hall for prior year construction / improvements

Application: Approved Denied

Date of Assessor Action: _____

Reasons for Denial:

Present Assessed Value \$ _____ Assessed Value w/ Improvements \$ _____

Assessor Signature: _____ Date: _____

CITY OF ELKHART BUSINESS MEETING MINUTES, NOVEMBER 15TH, 2023 – 6:00 P.M.
ELKHART CITY HALL

- 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, Steve Allen, Brad Fordyce, Angie Schaffer, and Rob Fouraker
- 4. Approval of Agenda**
Motioned by Shaffer, seconded by Allen to approve the Agenda as published, motion carried
- 5. Resolution 2023-153**
Motioned by Fordyce, seconded by Fouraker to repeal Resolution No. 2023-130 Authorizing Disposition of Urban Renewal Property, motion carried.
- 6. Resolution 2023-151**
Motioned by Allen, seconded by Gillmore to Accept Donation of Commercial Real Estate, motion carried
- 7. Set date for Preliminary Proposals for New gas Station, November 27th @ 6:00PM**
Motioned by Fordyce, seconded by Schaffer, motion carried
- 8. Resolution 2023-152**
Evaluation of the professional competency of an employee whose performance or discharge is being considered pursuant to the requirements of Iowa Code Section 21.5(l) and will be a closed session if requested by the employee and approved by City Council.
 - A. Enter close session pursuant to Iowa Code Section 21.5 only if requested by employee being evaluated and voted to do so by City Council.
Motioned by Fordyce Seconded by Schaffer to enter closed session, motion carried
Motioned by Fordyce, Seconded by Gillmore to appoint Marissa Butler (deputy clerk) as secretary for closed session, motion carried
 - B. Arise from closed session if closed session is requested and approved by City Council.
Motioned by Schaffer, Seconded by Gillmore to arise from closed session, motion carried
 - C. Potential action from City Council consideration of employee professional competency either in open or closed session
Motioned by Fordyce, seconded by Schaffer to remove City Clerk Brenda Hysell, motion carried
- 9. Adjourn**
Motioned by Fordyce, seconded by to adjourn the Council Meeting at 6:55PM

CITY OF ELKHART BUSINESS MEETING MINUTES, NOVEMBER 20TH , 2023 – 6:00 P.M.
ELKHART CITY HALL

- 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, Steve Allen, Brad Fordyce, Angie Schaffer, and Rob Fouraker
- 4. Approval of Agenda**
Motioned by Allen , seconded by Gillmore to approve the Agenda as published, motion carried
- 5. Citizen Hearing and Other Communications .**
 - a. Polk County Sheriff Report
Submitted a report, 61 calls reported
 - b. Scott Drey-Fire Chief
14 calls reported and gave report on bridge
 - c. Public Comments on items not on Agenda-3 Minute limit
No public comments
- 6. Reports of Elected Officials, City Staff, and Standing Committees**
Kappos gave P&Z report and will have 3 agenda items needing possible approval at December council meeting. Fordyce gave report on Kimberley Development, plans to update City Contact list, gave other updates on reports due by the end of the month and a possible plan on how to make sure those are done.
- 7. Consent Agenda Resolution 2023-154**
Motioned by Allen, seconded by Gillmore to approve Consent Agenda, motion carried
 - a. October Cash Report
 - b. October Treasurer’s Report
 - c. October Budget Report
 - d. November Bills Submitted
 - e. October Minutes of Council Meeting
- 8. Resolution 2023-155**
Motioned by Fordyce, seconded by Schaffer to approve City Credit Card for Scott Drey-Fire Chief
- 9. Resolution 2023-156**
Motioned by Schaffer, seconded by Gillmore to approve purchase of End Loader, motion carried
- 10. Resolution 2023-157**
Motioned by Allen, seconded by Schaffer to approve Cambridge Library Service Agreement, motion carried
- 11. Resolution 2023-158**
Motioned by Fordyce, seconded by Allen to approve Pay Request#4-WHR, INC-Water Treatment Plant Project
- 12. Resolution 2023-159**
Motioned by Fordyce, seconded by Gillmore to approve Annual Urban Renewal Report-FY2023, motion carried
- 13. Resolution 2023-160**
Motioned by Fordyce, seconded by Schaffer to approve Rognes Corp-Sanitary Sewer with Insulation Expense, motion carried
- 14. Resolution 2023-161**
Motioned by Schaffer, seconded by Allen to approve Change Orders number 1 & 2 for the Water Treatment Plant Project, motion carried
- 15. Resolution 2023-162**
Motioned by Fordyce, seconded by Allen to approve Change Order No. 1 for the Well No. 4 Project, motion carried
- 16. Resolution 2023-163**
Motioned by Schaffer, seconded by Fouraker to approve contract with Chad Sands for temporary City Transition services, motion carried

CITY OF ELKHART BUSINESS MEETING MINUTES, NOVEMBER 20TH , 2023 – 6:00 P.M.
ELKHART CITY HALL

17. Resolution 2023-164

Motioned by Gillmore, seconded by Fordyce to approve paying Chad Sands for properly approved PTO usage during his employment, motion carried

18. Discussion of Speed Traffic Summary

19. Adjourn

Motioned by Fordyce, seconded by Allen to adjourn the Council Meeting at 6:59 PM

Asset:

Marissa Butler, Acting City Clerk

Brad Campbell, Mayor

**#6 PRESENTATION
and Discussion for
Potential Gas Station
Development**

**#7 Discussion and
Possible action to
Contract with Travis
Cooke for Temp City
Clerk Transition**

Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into between Travis Cooke ("Consultant"), an independent contractor located in Elkhart, Iowa, and City of Elkhart ("Client"), Elkhart, IA. Consultant and Client may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Client desires to engage Consultant to provide consulting services as outlined in the attached Statement(s) of Work; and

WHEREAS, Consultant desires to provide these services as outlined in the attached Statement(s) of Work;

NOW THEREFORE, in consideration of the promises and mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. **Statement of Work:** The services to be offered are described in a Statement of Work attached to this Agreement and any additional Statements of Work referencing this Agreement, signed and executed by both Parties. In the event of conflict between any Statement of Work and this Agreement, the Agreement shall be controlling. Consultant will undertake and provide services in accordance to standards acceptable to Client.
2. **Independent Contractor:** The Parties recognize and agree that Consultant will act as an independent contractor and will have sole responsibility for income taxes, social security taxes, and worker's compensation or disability benefits. Nothing in this Agreement shall create an employee-employer relationship or change the preexisting legal status of either Party.
3. **Power to Act on Behalf of Client:** Consultant will have no authority to create any obligation, express or implied, or make any representation on behalf of Client except as expressly authorized from time to time by Client.
4. **Warranty:** Consultant warrants that Consultant will control the specific means and methods in performing the required services, pursuant to Client's general direction as to request results.
5. **Invoices/Payment:** Client shall pay Consultant for Consultant's undisputed services as set forth in the applicable Statement of Work.
6. **Compliance with Laws and Regulations:** Consultant agrees that Consultant shall use best efforts to comply with all applicable state and federal laws and regulations, including those that provide for the protection of health, financial or personal information, and those defined by state laws relating to open meetings and records.
7. **Compliance with Client Policies and Procedures:** Consultant agrees he will use best efforts to comply at all times with all applicable Client policies, procedures, and ethical standards.
8. **Term and Termination:** This Agreement shall remain in effect until March 31, 2024, but may be extended by mutual written consent of both parties. Either Party may terminate this Agreement or an assignment hereunder upon thirty (30) days written notice to the other Party without cause, reason or penalty.
9. **Return or Destruction of Confidential or Proprietary Information:** At termination of this Agreement, Consultant hereby agrees to return or destroy all confidential or proprietary information received from, or created or received by Consultant on behalf of Client. Consultant agrees not to retain any copies of the confidential or proprietary information after termination of this Agreement. Consultant shall produce such information for the Client's audit upon request, if retained. If Consultant elects to

destroy the confidential or proprietary information, it shall clarify to Client that the information has been destroyed.

10. Limitations of Disputes: No dispute arising out of the transactions under this Agreement may be brought by either Party more than five (5) years after termination of the Statement of Work that is the subject of the dispute.

11. Choice of Law and Venue: This Agreement shall be governed and interpreted in accordance with the laws of the State of Iowa. Any action under this Agreement shall be venued in Polk County, Iowa.

12. Binding Nature of Assignment: This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other. Consultant may not subcontract for any services to be performed under any Statement of Work without the prior written approval of Client.

13. Waiver: Failure of either Party to enforce any of the provisions of this Agreement, to enforce any rights with respect thereto, or to exercise any election provided herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement.

14. Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

City of Elkhart

By: _____

Print Name: Brad Campbell

Title: Mayor

Date: _____

Travis Cooke

Date: _____

**STATEMENT OF WORK TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF ELKHART
("CLIENT") AND TRAVIS COOKE ("CONSULTANT")**

I. STATEMENT OF WORK

This document comprises Statement of Work Statement, effective as of November 27, 2023 ("Effective Date") under the Consulting Services Agreement (the "Agreement") made as of November 27, 2023, between Consultant and Client.

II. ENGAGEMENT INFORMATION

Term/Termination: The Statement of Work shall begin on the Effective Date and shall terminate no later than March 31, 2024, unless otherwise agreed to in writing by the Parties. This Statement of Work may be terminated with 30 (thirty) days written notice by either party and for any reason.

Expenses: No Consultant expenses shall be reimbursed unless they are pre-approved by Client in writing. If pre-approved, reimbursement of expenses will be in accordance with the Client's guidelines for reimbursement of expenses for its own employees. These guidelines may be provided to Consultant as deemed appropriate by the Client upon Consultant's request.

Fee Structure: Consultant will perform services as provided in this Statement of Work for a fee of \$60.00 per hour. The number of hours that the Consultant will work per week will not exceed 25 hours without prior approval of the Mayor. The Consultant will not receive any other benefits or compensation beyond these hourly fees for his services under this independent contractor agreement.

Billing: Monthly itemized billing will be made at the end of each month of service and paid with 10 days of approval by the Client's City Council.

Change in Scope: If Parties determine a change in scope of the Statement of Work is necessary, Parties shall revise this Statement of Work in an amendment executed by both Parties. Consultant shall not be authorized to do any work and Client shall not be obligated to pay any costs unless the revised statement of work has been authorized by Client.

Client Responsibilities: Client shall provide Consultant with reasonable access to information required by Consultant that is necessary to fulfill Consultant's requirements under the Agreement, including reasonable access to administrative services as needed to fulfill Consultant's requirements under the Agreement. Consultant will be provided a work space at City Hall.

III. SCOPE OF SERVICES

The purpose of this engagement is for the Consultant to provide Client with Consultant's experience and expertise in the management of the Client's City. Consultant agrees to work with Client in good faith to meet City deadlines and goals, and in providing consultation services in relation to any of the following areas:

City Clerk

- Consult with the Acting or new City Clerk, and department heads regarding their work activities and obligations, and provide advice that will allow the Mayor and City Staff to carry out the duties that would normally be performed by the City Clerk.
- With regard to the responsibilities of the City Clerk, Consultant will provide advice, assistance, and professional skill regarding the Client's following functions:
 - Preparation, recording and check, wire or on-line payment of authorized Client payroll.
 - Preparation, recording and check, wire or on-line payment of the authorized Client's accounts payable.
 - Preparation, recording and assistance in seeking payments of the Client's account receivables.
 - Preparation, recording and assistance with the authorized transfer of Client's funds between Client bank accounts.
 - Calculation, preparation, and recording of the Client's annual budget.
 - Drafting and posting of the Client's city council, board and committee meeting notices, agendas and minutes.
- Attend City Council Meetings and Client board or committee meetings if requested to do so.

IV. ACKNOWLEDGMENT

The signatures below indicate review and agreement of the terms set forth in this Statement of Work as of the Effective Date. This Statement of Work may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

City of Elkhart

By: _____

Print Name: Brad Campbell

Title: Mayor

Date: _____

Travis Cooke

By: _____

Date: _____

#8 Resolution of Approval for Street Finance Report



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Elkhart

11/27/2023 10:58:08 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$9,416	\$22,759					\$32,175
Benefits - Roads/Streets	\$1,609	\$3,889					\$5,498
Building & Grounds Maint. & Repair	\$5,035						\$5,035
Vehicle & Office Equip Operation and Repair	\$93	\$939					\$1,032
Insurance	\$2,955						\$2,955
Payments to other agencies		\$1,914					\$1,914
Street Maintenance Expense		\$2,426					\$2,426
Chemicals	\$171						\$171
Other Equipment		\$760					\$760
Replacement Posts & Signs		\$1,470					\$1,470
Principal Payment				\$54,000			\$54,000
Interest Payment				\$4,128			\$4,128
Street Lighting	\$10,720						\$10,720
Snow Removal	\$1,894	\$4,668					\$6,562
Snow Removal Salaries	\$8,003						\$8,003
Snow Removal Benefits	\$1,368						\$1,368
Total	\$41,264	\$38,825		\$58,128			\$138,217



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Elkhart

11/27/2023 10:58:08 AM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$41,264			\$58,128			\$99,392
State Revenues - Road Use Taxes		\$116,836					\$116,836
Total	\$41,264	\$116,836		\$58,128			\$216,228



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Elkhart

11/27/2023 10:58:08 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Main Street 2020C	\$398,000	\$54,000	\$4,128	\$54,000	\$4,128	\$344,000
Total	\$398,000	\$54,000	\$4,128	\$54,000	\$4,128	\$344,000



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Elkhart
11/27/2023 10:58:08 AM

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Work truck/snow plow	2020	Purchased	\$37,999	No Change
dump truck	2007	Purchased	\$72,590	No Change

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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City Street Finance Report

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$15,906	\$0	\$0	\$0	\$0	\$15,906
SubTotal Expenses (-)	\$41,264	\$38,825		\$58,128			\$138,217
Subtotal Revenues (+)	\$41,264	\$116,836		\$58,128			\$216,228
Ending Balance	\$0	\$93,917	\$0	\$0	\$0	\$0	\$93,917

Resolution Number: 2023-167

Execution Date: Monday, November 27, 2023

Signature: Marissa Butler

#9 Resolution of Approval for TIF Certification

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): City Elkhart

County (Where TIF is Located): Polk County

Urban Renewal Area Name: Elkhart Urban Renewal

Urban Renewal Area Number: 77068 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,508,000.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: City Elkhart County: Polk County

Urban Renewal Area Name: Elkhart Urban Renewal

Urban Renewal Area Number: 77068

			(Format: XX/XX/20XX)
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:	
1 Daycare Rebate Agreement	9/20/2021	1,500,000.00	
2 Daycare Legal Expenses	9/20/2021	8,000.00	
3			
4			
5			
6			
7			
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38			
39			
40			
Total TIF Indebtedness NOT Previously Certified:		1,508,000.00	

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: City Elkhart County: Polk County

Urban Renewal Area Name: Elkhart Urban Renewal

Urban Renewal Area Number: 77068

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

	Individual TIF Indebtedness Type/Description/Details:	(Format: XX/XX/20XX) Date Indebtedness Reduced:	Amount Reduced:
1			
2			
3			
4			
5			
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9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
Total Indebtedness Reduction For This Urban Renewal Area:			0.00

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

CITY OF ELKHART
RESOLUTION NO. 2023-_____

RESOLUTION AUTHORIZING THE TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO THE COUNTY AUDITOR FOR FISCAL YEAR 2025

WHEREAS the City of Elkhart, Iowa (the "City"), has established the Elkhart Urban Renewal Area (the "Urban Renewal Area") and has created the Elkhart Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; AND

WHEREAS, the City annually certifies and requests funds, to the County Auditor, to satisfy the payment of scheduled indebtedness, or bonds, development rebate agreements and economic development expenses; AND

WHEREAS the City also decertified certain TIF outstanding debt due to certain collections throughout the year, such as the receipt of revenues from interest earned; AND

WHEREAS the County Auditor shall provide the available TIF increment tax in subsequent fiscal year for scheduled payments,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Elkhart, Iowa, that the Fiscal Year 2025 TIF Certification is approved as presented, certifying \$1,508,000.00 in Urban Renewal Area Indebtedness not previously certified; and requesting a total of \$630,000.00 in TIF funds for FY2025.

Passed this 27th day of November 2023,

By: _____
Brad Campbell, Mayor

ATTEST: I, Marissa Butler, Acting City Clerk of Elkhart, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Marissa Butler, Acting City Clerk

Name	Yay	Nay	Abstain	Absent
Fordyce				
Schaffer				
Allen				
Fouraker				
Gillmore				

**#10 Resolution of
Approval to Pay Bryce
Kenworthy \$19,800.00
for Prairie Point Park
Fence Project**

INVOICE

#0000058

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

Balance Due:
\$19,800.00

Bill To: City of Elkhart East Park

Date of Issue:
11/6/2023

Due Date:
11/10/2023

Item	Rate (excl. tax)	Quantity	Tax	Total
10' Commercial black Chainlink Install 292' of 10' black commercial chain-link (8 gauge) 2- 5' wide by 7' tall walk gates on the west and south side of court. (size of gates changed from original estimate extra cost added to invoice.) Bulldog gate hinges with fork latch. 3in terminal/ gates post 2 1/2in line post All post set in a concrete footing of 42 inches in depth by 10 inches diameter.	\$19,800.00	1		\$19,800.00
	Subtotal			\$19,800.00
	Total			\$19,800.00

Notes:

Checks payable to Midwest Fencing and Construction

#11 Discussion and
Possible action of
entering into an
agreement with
Hinson Consulting
LLC to begin search
for new City
Administrator



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

Revised Proposal

November 26, 2023

To: Honorable Mayor & City Council, Elkhart, Iowa

Brent Hinson
Hinson Consulting, LLC

Re: City Administrator Recruitment Proposal

Dear Mayor and Council:

As per guidance from Council Member Fordyce and further discussion with Consultant Patrick Callahan on the 2019-20 search process, we are writing to provide a search proposal modified from our November 16 proposal.

If selected, we will employ a team with 130 years of collective Iowa local government experience that has collectively completed over 35 city manager/administrator searches in Iowa since 2013. We have previously had the opportunity to work with the City of Elkhart on such searches, most recently in 2020, under the banner of Callahan Municipal Consultants. Pat Callahan remains a member of the consulting team, but I now take the lead on our searches.

Selecting the appropriate person as City Administrator is one of the most important decisions a Council will make, and we have developed a comprehensive process to recruit, screen, and evaluate candidates, providing the best chance possible of finding the perfect fit.

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Hinson Consulting, LLC Proposal: Table of Contents

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Our Understanding of the City Administrator Position & Organizational Goals

Due to our team's deep experience on the front lines of municipal government in Iowa, we are acutely aware of the challenges facing communities like Elkhart. We understand that to be successful Elkhart must simultaneously be budget-conscious but forward-thinking, and optimistic yet realistic. It must engage continuously with important community partners, and make the most of opportunities. It must build the community in a smart and sustainable way.

It is essential that Elkhart recruit and retain a highly skilled and committed professional to lead its organizational efforts and to properly advise the Mayor and Council on policy matters. Our aforementioned 130 combined years of local government experience includes 89 years of experience in administrator/manager roles. We understand the combination of broad knowledge, listening ability, leadership, energy, passion, financial & negotiating savvy, character, and many other traits that are necessary to be successful in this role.

Specifications for Proposal

Firm Contact Information:

Brent Hinson, Principal
Hinson Consulting, LLC
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Mason City, IA 50401
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hinsonconsultingllc@gmail.com

Firm Overview: Hinson Consulting, LLC is an Iowa limited-liability corporation established in 2014. The firm specializes in City Administrator/Manager searches, but also performs compensation studies, employment background checks, and financial analysis for local governments in Iowa.

Hinson Consulting, LLC is a single-member LLC owned by Brent Hinson. It proposes to serve as the contracting firm for the proposed services, and will engage as a subconsultants Callahan Municipal Consultants, LLC (Iowa single-member LLC owned by Patrick Callahan), Mark A. Jackson Consulting, LLC (Iowa single-member LLC owned by Mark Jackson), and Theia Management Consulting, LLC (Iowa single-member LLC owned by Marketa Oliver).

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Consultant Biographies:

Consultant **Brent Hinson** has worked in city government for 20 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; City Administrator in Washington, Iowa; and his current position as Deputy City Administrator/ Finance Director in Mason City, Iowa. Brent is an ICMA Credentialed Manager. He has owned and operated his own consulting firm, Hinson Consulting, LLC since 2014. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Patrick Callahan** has 49 years of experience in city management and executive search in Iowa. He served the communities of Fort Madison, West Point, Maquoketa, and Anamosa in municipal leadership positions, and worked as a municipal consultant for the University of Iowa Institute of Public Affairs, the Brimeyer Group, and Snyder & Associates before starting his own firm, Callahan Municipal Consultants, in 2013. Since 2013, Callahan Municipal Consultants has successfully completed more than 25 administrator/manager searches in Iowa. Pat was inducted into the Iowa League of Cities Hall of Fame in 2001.

Consultant **Mark A. Jackson** has worked in city government for 32 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed Manager and a Past President of the Iowa City/County Management Association. He also has provided consulting services upon request by cities for the past 17 years. He is a past Iowa League of Cities Board member.

Consultant **Marketa Oliver** has worked in city government for 32 years, having served as Assistant to the City Manager in Yakima, WA; City Administrator in Windsor Heights, Iowa; City Manager in Norwalk, Iowa; and her current role of City Administrator in Bondurant, Iowa. Marketa is an ICMA Credentialed Manager and holds the SPHR designation from the Society for Human Resources Management. She received the Iowa City/County Management Association's highest honor, the Joe Lukehart Award for Professional Service, and her cities have received many program excellence awards from the International City/County Management Association.

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Involvement of Staff, Elected Officials, and Citizen Advisory Committee: While we have a standard framework for performing our executive searches, we aim to be highly flexible and responsive to your input to ensure the right process for Elkhart. You are the experts on your community and your organization, and there is no one-size-fits-all approach for ensuring a good process. While we have provided a proposed schedule below as requested, we would be happy to adjust wherever needed to maintain an orderly, inclusive, and ultimately successful process.

The proposed framework for this process includes:

- Meet with Mayor & Council to review job description, pay & benefits, etc.
- Meet with Mayor, Council, key staff, and select citizen advisers on an individual basis to discuss qualities desired in the next City Administrator, learn more about the organization's needs, and to gain input on the advertisement of the position.
- Prepare a 2-page position flyer and produce packet of information based on information provided by the City for marketing to prospective candidates.
- Prepare & place advertisements on key internet sites & on targeted social media.
- Compile list of potential candidates & make contacts to gauge interest & promote the position opening.
- Receive & catalog applications (we propose creating a dedicated Gmail account for this purpose and only accepting electronic applications).
- Screen candidates; meet with Mayor & Council to narrow the most qualified applicants to a list of finalists.
- Reference checks on finalists.
- Conduct criminal and credit background checks on finalists.
- Conduct formal interview process over a period of two days.
- Negotiations with selected candidate, including employment contract.

We can calibrate the items above listing in a variety of ways, as desired, to meet Elkhart's expectations for elected official, staff, and citizen involvement.

Development & Evaluation of Candidate Pool: We are highly connected within and outside the state of Iowa in the city management field, and have a strong knowledge of potential candidates that may be interested in and qualified for the position, through an ongoing dialogue with a wide array of city government professionals. We perform many searches within the state of Iowa, so are aware & in touch with both the Iowa-based candidates, as well as those from other states that are interesting in relocating to or returning to Iowa. Our process starts with assembling a list of all such candidates of

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which we are aware. We will prepare what we believe is the list of the best candidates for Elkhart. This will be based on the input we receive from staff, elected officials, and citizens, along with our own research and subject matter knowledge. We know many of the potential candidates personally and professionally, and may have worked with them on past searches, so are aware in many cases of not just qualifications for these individuals, but also character and intangibles that may make them particularly suited for Elkhart. We then make contact with the potential candidates and other key influencers within the Iowa local government to raise awareness of the community and the availability of the position. We use the position profile we will prepare to supplement these efforts. We further advertise in a variety of outlets (with internet/social media sources emphasized), and also seek to be responsive and informative to candidates that may contact us directly about the position, as is often the case.

We are in a challenging time for recruitment; this is true across the economy, but we have seen direct effects on the number of applicants we are seeing in our post-COVID searches. While there are still good candidates out there, the lower numbers make it all the more important that the City has addressed any red flags and has elected officials and staff that are on the same page going into the search.

We have several levels of screening for applicants. First, we develop a qualifications matrix to be able to compare the candidates on the basis of factors such as education, local government experience, and management experience, and relate these to the desired qualifications and attributes identified for the position we are filling. We conduct detailed internet research on candidates via Google searches, targeted websites, etc. We use the results of these screening techniques to discuss among our consultants those that we believe are the best fit for the position on paper. We have several ways to involve the Mayor and City Council in this process. We prefer to bring the Mayor and City Council a group of semi-finalists for closed session discussion, rather than spend valuable elected official time reviewing applications that do not have sufficient merit to move on to the next stage. However, we are flexible in this process, within the bounds of maintaining an appropriate level of confidentiality while complying with Iowa Code Chapters 21 & 22 regarding open meetings/open records.

The final levels of screening for candidates consist of credit, criminal background, and detailed reference interviews, along with the in-person interviews. We conduct all of our background research prior to the interviews, in order to put the Mayor & Council in the position to make an offer at the conclusion of the interviews. The interview process itself

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is carefully crafted to allow participants to develop a strong feel for candidate fit and readiness to assume the role of City Administrator.

Recruitment Timetable: As stated above, we are flexible in our approach and process, but would anticipate the following timetable at this point in time:

A. Phase I – Advertising & Marketing of Position		
1. Initial Council Meeting to start the process	Consultant Hinson/City Council (Virtual)	December 4
2. Confidential Interviews with Mayor, Council Members & Key Staff	Consultants	Week of December 4
3. Preparation of Flyer & Candidate Packet	Consultant	By December 11
4. Council Approval of Flyer & Advertising Plan	City	December 18
5. Preparation of Advertisements	Consultant	By December 19
6. Placement of advertisement and posting on websites	Consultant	By December 19
7. Emailing of Profiles	Consultant	December 19- January 15
8. Phone Calls to Potential Candidates	Consultant	December 19- January 15
9. Deadline for Applications	-	January 16
B. Phase II – Selection Process		
10. Screening of Candidates	Consultant	January 16- 20
11. Selection of Candidates for Interviews	City Council	January 22
12. Information to Candidates for Formal Interviews	Consultant	January 22- February 2
14. Education Verification, Credit Checks, & Criminal Background Checks, -Finalists	Consultant	January 22- February 2
15. Calls on Candidates' References	Consultant	January 22- February 2
16. Coordination of Interviews	Consultant	January 22-

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		February 2
17. Finalist Interviews	Consultant/Council	Saturday, February 3
18. Negotiations with Selected Candidate	Consultant/Mayor	February 3-4
19. Approval of Offer of Employment	City Council	February 5
20. Start of Employment		By March 15

The exact dates of each step in the process will be selected after this proposal has been approved and the City has provided additional information regarding the schedules of the City officials involved in the process.

Proposed Scope of Services & Fees:

We propose the following scope of services:

1. Develop recruiting specifications, in conjunction with the City Council, and other key individuals selected by the City Council, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the position.
2. Coordinate all stages of the process with the City Council, with the collaboration of key staff members from the City of Elkhart.
3. Translate the Council requirements into a recruitment brochure, to encompass a nation-wide search, with recruiting activities including selected advertising, networking and direct inquiries, and use of our knowledge of candidates from other searches.
4. Assist the Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on semi-finalists and respond to questions.
5. Work with the Council to narrow the semi-finalists group to a list of approximately three finalists, to determine an appropriate interview process, and to discuss preliminary terms of an employment agreement.

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6. Conduct in-depth interviews, detailed background investigations, and contact references and verify the credentials of finalists. Prepare a report on each finalist. Assist the Council with the candidate interviews.
7. Coordinate and/or conduct any additional assessments and background investigations.
8. Assist the Council with the negotiation of an employment agreement with the selected candidate, as directed by the Council.

Fee Proposal

Task	Lead Role	Fee
1. General oversight & management of process	Consultants	\$800
2. Initial Council meeting to start the search process	Consultants/Council	\$300
3. Confidential Interviews-City officials	Consultant	\$1,000
3. Preparation of Flyer & Assembling Packet of Information for Candidates	Consultant	\$ 200
4. Council Approval of Flyer & Advertising	Council	\$0
5. Preparation of List of Potential Candidates	Consultant	\$ 450
6. Printing or Emailing of Flyer	Consultant	\$ 150
7. Preparation of Advertisements	Consultant	\$ 200
8. Placement of Advertisements (Includes Cost of Ads)	Consultant	\$ 1,000
9. Phone Calls to Potential Candidates	Consultant	\$ 300
10. Screening of Candidates	Consultants/Council	\$1,000
11. Selection of Candidates for Formal Interviews	Council	\$500
12. Send Packets of Information to Candidates for Interviews	Consultant	\$300

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13. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$750
14. Calls on Candidate References- 3 candidates (\$400/per)	Consultant	\$1,200
15. Coordination of Interviews & Calls to Candidates	Consultant	\$750
16. Formal Interviews – One Day	Consultant/Council	\$1,500
17. Negotiations with Selected Candidate	Consultant	\$ 300
18. Formal Approval of Offer of Employment	Council	\$0
SUB-TOTAL – Consulting Fee		\$10,700
Expenses – Mileage, copies, & lodging		\$ 1,000
Grand Total – Not to Exceed		\$11,700

We would anticipate billing for monthly progress payments proportionate to the amount of work completed each period, through the completion of the search.

Please consider this division of tasks as a proposal that can be modified to meet the Council's expectations. We are flexible as to the tasks that the Council would wish to assign to us.

If we were to follow the division of tasks, as outlined in this proposal, the consulting fee, plus expenses, would not exceed \$11,700. If the Council wants to change the division of tasks, we can modify the fee according to the Council's needs and expectations.

Based on this scope of service, would have the following expectations of City staff and officials:

- Provide consultants with content for flyer & promotional materials.
- Respond to various information requests during the process.
- Provide input throughout the process.
- Various coordination for interview weekend, including arranging tours of Elkhart, a public reception for candidates, refreshments for formal interview participants, etc.
- Legal review of proposed employment contract (by City Attorney).

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Additional Services: New Administrator Evaluations and Council Goal Setting

Organizational Survey & Effectiveness Session: We can conduct a survey of key officials and then facilitate a City Council workshop on organizational effectiveness to discuss the roles of the staff and the elected officials, and discuss strategies to ensure that all are on the same page and moving in a coordinated manner to improve the community. We did this in one of our recent searches, and it was very well received by all participants. The fee for this service is \$750, assuming we could schedule the session on a date we would already be in Elkhart for the search process.

Six and/or Twelve Month Performance Evaluation: If requested by the Council, we can assist the City with initial performance evaluations of the person selected as City Administrator. In cooperation with the Mayor, City Council Members, and City Administrator, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and City Administrator. If there is a need for an improvement in some aspect of the performance of the City Administrator, we will provide advice and suggestions, if requested. The fee for this service would be \$800 per evaluation process.

Mayor/Council Goal-Setting: We believe one of the most important aspects to success, especially for a new Administrator, is a shared Mayor/Council vision. This allows the new Administrator to focus on what is truly important to start, and what can wait a bit to address. Our consultants are highly experienced with this process, and can build a process to suit Elkhart. The fee for this service would range from \$1,000 to \$2,500 depending on the depth of the process desired by the City of Elkhart.

We sincerely thank you for considering our proposal, and look forward to working with you.

Brent, Pat, Mark, and Marketa

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Appendix

Client Listing: Our consultants have assisted with the following representative city administrator/ manager searches in Iowa in recent years:

<u>Client</u>	<u>Year</u>	<u>Contact</u>
Mason City, Iowa	2018	Perry Buffington, HR Director, 641-424-7130
Carlisle, Iowa	2018	Drew Merrifield, Mayor, 515-229-5800
Sheldon, Iowa	2018	Katricia Meendering, Former Mayor, 712-324-4651
Polk City, Iowa	2019	Jason Morse, Former Mayor, 515-208-3996
Orange City, Iowa	2019	Deb DeHaan, Mayor, 712-541-9016
Burlington, Iowa	2020	Stephanie Stuecker, Finance Director, 319-753-8178
Decorah, Iowa	2021	Lorraine Borowski, Mayor, 563-382-3452
Marion, Iowa	2021	Nick AbouAssaly, Mayor, 319-743-6305
Oskaloosa, Iowa	2022	Amy Miller, Fin. Director/City Clerk, 641-673-9431
Independence, Iowa	2022	Susi Lampe, City Clerk/Treasurer, 319-334-2780
Huxley, Iowa	2019/2023	Jolene Lettow, City Clerk/Treasurer, 515-597-2561
Riverside, Iowa	2019/2023	Allen Schneider, Mayor, 319-330-2102
Ely, Iowa	2023	Eldy Miller, City Administrator, 319-350-9231
Pocahontas, Iowa	2023	Jada Hallberg, Mayor, 515-494-3069