



CITY OF LECLAIRE, IOWA

325 WISCONSIN STREET
LECLAIRE, IOWA 52753

TEL: (563)-289-4242

FAX: (563)-289-6014
WWW.LECLAIREIOWA.GOV

CALL FOR SPECIAL MEETING

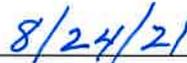
(August 24, 2021)

Pursuant to Section 17.04.2(1) of the LeClaire Municipal Code, I, Mayor, Ray C. Allen, do hereby call for a "Special Meeting" to be held on Thursday, August 26, 2021, at 6:00 p.m. in the LeClaire City Council Chambers. The purposes of this special meeting are as follows:

1. To review, discuss, and take formal action upon a request from the LeClaire Firefighters Association for the City to provide some form of "bridge funding" to put towards the completion of the 9-1-1 memorial project at the LeClaire Fire Station.
2. To review, discuss, and take formal action upon a proposal submitted by the MERCER Company to conduct further studies and analysis and to provide a recommendation and report on the feasibility and need for the creation and implementation of a Fire Service Delivery Structure, Organization, Management, and Staffing for the City.
3. To take formal action on the confirmation and approval of the City Administrator's six (6) month employment evaluation results and consider and act upon a course of action as to City employee following evaluation.
4. To take formal action on City Administrator designation.



Ray C. Allen, Mayor



Date



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NOTICE OF SPECIAL COUNCIL MEETING

(August 24, 2021)

Notice is hereby given that the **LeClaire City Council** will conduct a Special Council Meeting on **Thursday, August 26, 2021 @ 6:00 p.m.** The Special Council Meeting will be held in the LeClaire City Hall Council Chambers at 325 Wisconsin Street. The purposes of this special meeting are as follows:

1. To review, discuss, and take formal action (Res. #21-142) upon a request from the LeClaire Firefighters Association for the City to provide some form of “bridge funding” (loan) to put towards the completion of the 9-1-1 memorial project at the LeClaire Fire Station.
2. To review, discuss, and take formal action (Res. #21-143) upon a proposal submitted by the MERCER Company to conduct further studies and analysis and to provide a recommendation and report on the feasibility and need for the creation and implementation of a Fire Service Delivery Structure, Organization, Management, and Staffing for the City.
3. To take formal action (Res. #21-144) on the confirmation and approval of the City Administrator’s six (6) month employment evaluation results and consider and act upon a course of action as to City employee following evaluation.
4. To take formal action (Res. #21-145) on City Administrator designation.

Tracy A. Northcutt
City Clerk

RESOLUTION #21-142

A RESOLUTION APPROVING A TEMPORARY LOAN TO THE LECLAIRE FIREFIGHTERS ASSOCIATION TO BE USED TOWARDS THE COMPLETION OF THE 9-1-1 MEMORIAL PROJECT

BE IT RESOLVED by the City Council of the City of LeClaire, Iowa, that the City will provide an interest-free loan to the LeClaire Firefighters Association in an amount not to exceed eighteen thousand dollars (\$18,000.00). In addition to the loan conditions stated above, the loan shall be in the following form:

1. The City will pay for the "concrete" work expense associated with the memorial project as generally discussed at the August 16, 2021 C.O.W. meeting.
2. The loan amount shall be repaid to the City in full, no later than June 30, 2022.

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

PASSED AND APPROVED by the **LECLAIRE CITY COUNCIL** this 26th day of August, 2021.

Tracy A. Northcutt - City Clerk

_____ **RESOLUTION APPROVED**

_____ **RESOLUTION VETOED**

_____ **RESOLUTION UNCONTESTED**

Ray C. Allen, Mayor

Date



COMMERCIAL - INDUSTRIAL CONCRETE CONTRACTORS

1409 N. E. 3rd Avenue • Milan, Illinois 61264 • Telephone (309) 787-6242



August 25, 2021

Steve Zelle
Precision Builders

Re: LeClaire 9-11 Memorial

We propose to perform the foundation walls and concrete flatwork for the LeClaire 9-11 Memorial. Except as indicated below, our proposal includes labor, material, and equipment required to complete the concrete work.

Scope of Work:

1. Form and Pour two 9'6" long x 8' tall memorial walls
2. Form and pour Pentagon Monument with recess for brick and concrete cap
3. Approx. 635 SF of 4" standard sidewalk around the perimeter
4. Approx. 1,555 SF of 4" colored concrete with stamped or broom finish with fiber glass rebar
5. Place and compact 6" of rock under all flatwork
6. All concrete, integral color, rock, and trucking provided by others

Our price for the Base Bid scope of work above is \$16,000.00

If you have any questions, please don't hesitate to contact me.

Thank you,

A handwritten signature in black ink that reads "BJ Sorensen".

BJ Sorensen
President

RESOLUTION #21-143

A RESOLUTION APPROVING THE MERCER GROUP, INC. PROPOSAL (DATED AUGUST 11, 2021) TO PROVIDE A STUDY AND FINAL REPORT ON THE LECLAIRE FIRE DEPARTMENT SERVICE DELIVERY STRUCTURE, ORGANIZATION, MANAGMENT, AND STAFFING OPTIONS

BE IT RESOLVED by the City Council of the City of LeClaire, Iowa, that the study and report proposal dated August 11, 2021 submitted by the "Mercer Group, Inc." (see attached) for the above-stated purposes, in the amount not to exceed eight thousand, seven hundred and fifty dollars (\$8,750.00), is hereby approved.

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

PASSED AND APPROVED by the **LECLAIRE CITY COUNCIL** this **26th** day of **August, 2021**.

Tracy A. Northcutt - City Clerk

_____ **RESOLUTION APPROVED**

_____ **RESOLUTION VETOED**

_____ **RESOLUTION UNCONTESTED**

Ray C. Allen, Mayor

Date



The Mercer Group, Inc.

Consultants to Management

260 Manning Road SW, Unit 59
Marietta, Georgia 30064
770-335-3245 Cell

August 11, 2021

**Mr. Ray Allen
Mayor
City of LeClaire, Iowa**

VIA EMAIL

Dear Mr. Allen:

The Mercer Group, Inc. is pleased to present our **Proposal** to assist you in reviewing targeted issues in the **Fire Department, including Service Delivery Structure, Organization, Management, and Staffing**. This proposal letter includes four sections:

1. Understanding of the Project
2. Introduction to the Mercer Group (with proposed staffing)
3. Approach and Work Plan
4. Cost Proposal

Understanding of the Project

In a recent email and telephone call, you and I discussed changes in the Fire Department since the 2016 citywide Mercer Group study. At that time, the Fire Department was staffed with about 30 volunteer firefighters; today the staffing number is about 20. You also told me that LeClaire is growing and a new city manager has been hired.

You would like our firm to assist you in determining why volunteer staffing has fallen since 2016 and the impact of the staffing reduction on service delivery. Based on this analysis, you'd like us to suggest improvements and alternatives in service delivery, management, organization, and staffing to include assessing the value of some full-time firefighters for weekday shifts and/or collaborative arrangements with Bettendorf and neighboring communities.

Mr. Ray Allen
Mayor of the City of LeClaire, Iowa
August 11, 2021
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Introduction to the Mercer Group

The **Mercer Group, Inc.** is a management consulting firm incorporated in the State of Georgia and operating nationwide. For over 30 years, we have provided **high-quality management consulting services** to state governments, local governments, utilities, school districts, special districts and authorities, colleges and universities, and non-profit organizations. **Mercer staff have completed over 500 successful planning, management, and organizational consulting projects**, as well as over 2,000 executive searches.

The Mercer Group will assign the following consultants to the project:

- **Steve Egan**, a Mercer Senior Vice-President based in the Atlanta area, will serve as your project manager and primary onsite consultant. Steve is a former local government budget official and public works/utilities manager.

He has completed over 185 public and non-profit sector management consulting projects over the past forty years, including fifty public safety projects. He has relevant experience in Iowa and neighboring states, including as project manager/lead consultant for the 2016 government-wide study for the city of LeClaire. Steve also served as interim Public Services and Water Director for the city of Highland Park, Michigan.

Steve earned bachelor and master degrees in history and government, with a focus on local government governance and services. He is a frequent speaker and trainer on governmental and non-profit planning, management, finance, and operations, and is the co-author of *Managing Professional Service Delivery: 9 Rules for Success*, a primer on the nuts-and-bolts of conducting successful professional service engagements.

- **William Stipp**, a Mercer Senior Vice-President based in the Phoenix area, consults in the areas of fire organizational and management studies, candidate assessment center design and facilitation, employee and supervisory development, and leadership training.

Bill has over thirty years of progressively responsible experience as a government and fire service manager, consultant, and instructor in three states, and is a serving member of the City Council in Goodyear, Arizona. He worked on the Fire Department element of the 2016 citywide study for LeClaire and a comprehensive Fire Department study for Bentonville, Arkansas. For more than 15 years of his career, he held all chief fire officer ranks, including Chief of Department where he focused on regional operations, organizational management, professional staff development, and emergency response management.

Bill is a graduate of the National Fire Academy's Executive Fire Officer Program and a member of the International Association of Fire Chiefs and the Arizona Fire Chiefs Association, as well as an alumnus of the International Association of Firefighters.

Mr. Ray Allen
Mayor of the City of LeClaire, Iowa
August 11, 2021
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Approach and Work Plan

Our approach and work plan are based on the scope of services defined earlier in order to achieve the city's expected results for the **targeted Fire Services Analysis**.

- **Project Approach:** Our project team will work collaboratively with the Mayor, City Manager, Fire Chief, and others Mayor Allen may designate. Specifically, we will
 - Interview current and former city and fire management and staff (some in groups) to explore the adequacy of fire staffing with 20 volunteers, fire management practices, current service levels, and service delivery structure opportunities.
 - Meet with the Bettendorf and adjoining Fire Department leadership to explore collaborative opportunities for fire and emergency medical services.
 - Collect, with the city's assistance, data, reports, and statistics on fire services and operations, including weekday calls for service and associated turnouts.
 - Assess related fire issues and opportunities as they arise in interviews and data analysis.

- **Work Plan, Schedule, and Deliverables:** The work plan includes the following steps with an estimated time frame of 60 days to the draft report and 90 days to the final report.
 - 1) **Project Initiation:** Our team will finalize the approach and work plan in consultation with the city then work with city and fire officials to identify persons to interview and to begin collecting fire-related data and other information.
 - 2) **Site Visit:** Our project manager will make a three or four-day site visit to LeClaire to conduct interviews and collect data.
 - 3) **Analysis:** Our team will compile and review the results of interviews and data collected to identify trends, issues, and opportunities related to fire service delivery structure, management, organization, and staffing. We may follow-up by phone or email to review data collected and to conduct supplemental interviews.
 - 4) **Draft Report:** We will prepare a draft report that compiles our findings and analyses, as well as develops preliminary recommendations. The draft report will be emailed to the mayor for internal city review.
 - 5) **Draft Report Review:** Shortly thereafter, our team will meet with the mayor and other city officials via Zoom (or other conferencing platform) to go thru the report page-by-page in order to identify necessary changes and updates to our preliminary findings, analyses, and recommendations.
 - 6) **Final Report/Presentation:** We will prepare and submit a final report and review it with the Mayor and Council via Zoom or in-person (optional).

Mr. Ray Allen
Mayor of the City of LeClaire, Iowa
August 11, 2021
Page 4

Cost Proposal

The total cost of the project will be \$8,750, which includes \$7,500 in professional fees and a maximum of \$1,250 in expenses for Mr. Egan's factfinding trip to LeClaire (Work Plan Step 2).

If the city requests an in-person final presentation (Work Plan Step 6), we would charge a maximum of an additional \$1,000 to cover the cost of travel and onsite expenses only.

* * * *

The Mercer Group, Inc. is devoted exclusively to improving the management and services of state and local governments and non-profit organizations. As former local government and non-profit officials, we have been studied ourselves and are committed to conducting our work in a manner that is professional and collaborative in order to produce a report that exceeds your expectations and offers practical and implementable recommendations.

Our management consulting firm has no connection to Iowa or Illinois officials, agencies, businesses, suppliers, or contractors that work with or may work with the city of LeClaire. Our work will be objective and independent.

If you have any questions or require additional information regarding our proposal, please call Steve Egan at 770-335-3245 or email me at segan@mercergroupinc.com.

Very truly yours,

The Mercer Group, Inc.

THE MERCER GROUP, INC.
Stephen D. Egan, Jr., Senior Vice-President

RESOLUTION NO. 21-144

CITY OF LeCLAIRE, IOWA

ACCEPTING RESIGNATION OF CHRISTOPHER BALL AS CITY ADMINISTRATOR

WHEREAS the City of LeClaire and Employee, Christopher Ball, entered into an EMPLOYMENT AGREEMENT upon certain terms and conditions:

WHEREAS the terms and conditions included Article 4, PERFORMANCE EVALUATION;

WHEREAS the City and the employee conducted a mutual PERFORMANCE EVALUATION;

WHEREAS the terms and conditions included Article 6, TERMINATION;

WHEREAS, Article 6, TERMINATION, included 6.6, Termination by Employee Resignation;

WHEREAS, Employee, Christopher Ball, has tendered to the City a letter of resignation effective immediately, subject to certain separate conditions;

WHEREAS, the City is willing to accept the letter of resignation of Christopher Ball, subject to certain separate written conditions;

WHEREAS, the certain separate written conditions are outside of the express terms of the EMPLOYMENT AGREEMENT and concern a severance payment to the Employee upon separation from the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Christopher Ball resigns effective August 26, 2021.
2. The City Council of LeClaire, Iowa accepts the resignation of Christopher Ball, effective August 26, 2021.
3. Christopher Ball will be paid his salaried wages through August 31, 2021. The 80 hours of accrued vacation time will be paid as part of the next payroll check. No further vehicle allowance will be paid following resignation.
4. As consideration for the resignation and acceptance thereof, the City agrees to pay and Chris Ball agrees to accept a series of severance payments (hereafter "severance").
5. The payment and acceptance of severance is not an admission or evidence of any act or omission by either party, but represents the resolution of the terms of the Employment Agreement.
6. The severance shall be made as follows:
 - A. Six (6) months of the yearly salary of \$106,080 (\$8,840 per month/\$2040.00 per week) for the months of September 2021 through February 2022 (hereafter "severance period"), subject to certain set-off's listed below;

B. The severance shall be paid in separate weekly installments in weekly payroll periods for the City of each month, starting with the first weekly payroll after September 1, 2021;

C. In the event Christopher Ball begins employment as a City Administrator, City Manager or other form of governmental employment (hereafter substitute employment”) during the “severance period” then the month severance obligation of the City (paid on a weekly basis) shall be reduced on a dollar-for-dollar basis, meaning each dollar of gross earnings from the “substitute employment” shall reduce the severance obligation of the City by a corresponding dollar. If the substitute employment pays more than the monthly severance amount then the City shall have no further severance payment obligation to Christopher Ball;

D. Christopher Ball is required to notify the City in writing within 10 days of acceptance of substitute employment and provide to the city proof of the wages/salary to be paid by through the substitute employment;

E. The severance is considered wages by the Internal Revenue Service and as such state and federal income taxes will be withheld and payroll taxes withheld or paid as would be the case with salaried wages.

E. As further consideration for this Agreement and not as a mere Recital, the City and Christopher Ball agree to enter into a separate written general release and waiver of claims arising out of the Employment Agreement and the performance of said Agreement;

F. As further consideration for this Agreement and not as a mere Recital, the City and Christopher Ball agree to enter into a separate written agreement of explanation regarding and describing the circumstances of the voluntary termination of employment and the disclosure thereof;

G. This Agreement between the parties is not completed and enforceable until the Paragraph 6 E release, and 6 F agreement is executed by both parties as well as any separate release pursuant to applicable state and/or federal laws, such as OWBPA and ADEA.

7. The terms of the Employment Agreement between the City and Christopher Ball are not otherwise modified except as set forth in this Resolution.

CITY OF LeCLAIRE, IOWA

By: _____

Mayor

By: _____

City Clerk

Date: _____

ACCEPTED by EMPLOYEE:

Signature:



Name:

Christopher J. Ball

Date:

8-26-2021



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Date: August 26, 2021
To: LeClaire City Council
From: Chris Ball
Re: Letter of Resignation

On Monday, August 23rd, 2021, I met with the finance committee to discuss the preliminary results of my 6-month performance review. During our conversation it became clear to me that I wasn't the right fit for the City of LeClaire City Administrator.

Please accept this letter of resignation effective immediately subject to the following condition:

1. The City of LeClaire agrees to pay severance as outlined in the employment contract under Article 6.5, with the following exception:
 - The City of LeClaire will compensate monthly.
 - If I take another City Administrator/Manager before the 6-month period has expired, LeClaire will make up the difference between the new contract salary and the City of LeClaire contract salary if the new contract pays less than the annualized rate of the LeClaire contract.

I have enjoyed my time with the City of LeClaire. LeClaire has a great staff and a bright future. It is with regret that I resign my position of City Administrator.

Thank you all for the opportunity you gave me and best wishes in finding a great replacement.

Sincerely,

Chris Ball, City Administrator

Accepted:

Ray C. Allen, Mayor

Date

8-31-2021

Termination Date

RESOLUTION #21-145

A RESOLUTION APPROVING THE 2021 REAPPOINTMENT OF THE CITY ADMINISTRATOR

BE IT RESOLVED by the City Council of the City of LeClaire, Iowa that the reappointment of Edwin N. Choate as City Administrator is hereby approved.

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

PASSED AND APPROVED this 26th day of August, 2021.

Tracy A. Northcutt, City Clerk

_____ RESOLUTION APPROVED

_____ RESOLUTION VETOED

_____ RESOLUTION UNCONTESTED

Ray C. Allen, Mayor

Date