

# AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, DECEMBER 17, 2018 7:00 PM AT CITY HALL

#### Call to Order by the Mayor

#### **Roll Call**

#### **Approval of Minutes**

1. Regular Meeting of December 3, 2018.

#### **Agenda Revisions**

#### Presentation by a Representative of the Cedar Falls Human Rights Commission

#### **Special Order of Business**

- 2. Public hearing on the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan.
  - a) Receive and file proof of publication of notice of hearing. (Notice published December 6, 2018)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
- 3. Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan.
- 4. Public hearing on the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.
  - a) Receive and file proof of publication of notice of hearing. (Notice published December 6, 2018)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
- 5. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

#### **New Business**

**Consent Calendar:** (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- 6. Approve the recommendation of the Mayor relative to the reappointment of Roger White to the Health Trust Fund Board of Trustees, term ending 12/31/2024.
- 7. Receive and file the City Council Goal Setting Report of November 14, 2018 and November 15, 2018.
- 8. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
  - a) Administrative Assistant.
  - b) Waste Water Treatment Plant Operator I.
- 9. Receive and file the FY18 Annual Report of the Cedar Falls Human Rights Commission.
- 10. Approve the following applications for beer permits and liquor licenses:
  - a) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer renewal.
  - b) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor renewal.
  - c) Beck's Taproom Grill & Deringer's Public Parlor (f/k/a Noble Oak), 314 Main Street, Class C liquor & outdoor service renewal.
  - d) College Square Cinema, 6301 University Avenue, Special Class C liquor change in ownership.
  - e) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service change in ownership.

**Resolution Calendar:** (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- 11. Resolution establishing the 2019 pay for City of Cedar Falls elected officials, in compliance with the City's Code of Ordinances.
- 12. Resolution approving and adopting the FY20 City Council Goals & Objectives.
- 13. Resolution approving and adopting revised job classifications, in conjunction with the City's pay plan study.
- 14. Resolution approving and authorizing execution of three leases relative to property vacated by the 2008 flood buyout programs.
- 15. Resolution approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective April 30, 2019.
- 16. Resolution approving and authorizing placement of a sculpture near the main entrance to City Hall, as requested by the Cedar Falls Public Art Committee of the Art & Culture Board.
- 17. Resolution approving and authorizing execution of five Owner Purchase Agreements and four Tenant Purchase Agreements, and approving and accepting two Public Utility Easements and five Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project.
- 18. Resolution approving and authorizing execution of a Resource Enhancement and Protection (REAP) Grant Agreement-Development with the Iowa Department of Natural Resources relative to the Clay Street Park Water Quality Improvement Project.
- 19. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1416 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- 20. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 821 College Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- 21. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1616 Olive Street relative to the Rental to Single Family Owner Conversion Incentive Program.

- 22. Resolution approving and authorizing execution of an Informal Project Contract for Demolition with Benton's Sand & Gravel, Inc., in conjunction with the Northern Cedar Falls Flood Buyout Program.
- 23. Resolution approving and authorizing execution of Supplemental Agreement No. 1 with Snyder & Associates, Inc. relative to 2019 Engineering Services.
- 24. Resolution setting January 7, 2019 as the date of public hearing on amendments to the City's FY19 Budget.
- 25. Resolution setting January 7, 2019 as the date of public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residence District, of property located to the north of Arbors Drive and west of Richard Road.

#### **Allow Bills and Payroll**

26. Allow Bills and Payroll of December 17, 2018.

#### **City Council Referrals**

#### **City Council Updates**

**Public Forum.** (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

#### Adjournment

# CITY HALL CEDAR FALLS, IOWA, DECEMBER 3, 2018 REGULAR MEETING, CITY COUNCIL MAYOR JAMES P. BROWN PRESIDING

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

52108 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of November 19, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring December 14, 2018 as the 38th Annual Cedar Valley Teddy Bear Roundup Day, and Gerald Himes commented.

52109 - It was moved by Kruse and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the report of the Mayor relative to the appointment of the Mayor Pro Tem and Chair of the Administration Committee for 2019.

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Susan deBuhr, Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals, terms ending 12/31/2019.
- b) Rick Dumler, Board of Electrical Appeals, term ending 12/31/2022.
- c) Steve Broell, Board of Mechanical Appeals, term ending 12/31/2022.
- d) Todd Gebhardt, Board of Plumbing Appeals, term ending 12/31/2022.
- e) Helen Pearce, Housing Commission, term ending 12/31/2020.
- f) Lindsay Pieters, Housing Commission, term ending 12/31/2020.
- g) Don Timmerman, Housing Commission, term ending 12/31/2020.
- h) Kyle Larson, Planning & Zoning Commission, term ending 11/01/2023.

Receive and file the Committee of the Whole minutes of November 19, 2018 relative to the following items:

- a) Planning & Zoning Commission Interview Kyle Larson.
- b) Greater Cedar Valley Alliance Update.
- c) FY2018 Audit Report.
- d) Bills & Payroll.

Receive and file the City Council Work Session minutes of November 19, 2018.

Receive and file Departmental Monthly Reports of October 2018.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.

Approve the following applications for liquor licenses:

- a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor renewal.
- b) Rancho Chico, 618 Brandilynn Boulevard #104, Class C Liquor renewal.
- c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service renewal.
- d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service renewal.
- e) Urban Pie, 200 State Street, Class C liquor & outdoor service renewal. 1
- f) Bani's, 2128 College Street, Class E liquor renewal.
- g) Barmuda Distribution, 6027 University Avenue, Class E liquor renewal.

Motion carried unanimously.

52110 - It was moved by Wieland and seconded by Blanford that the following resolutions be introduced and adopted:

Resolution #21,351, approving and accepting a Warranty Deed and Flood Mitigation Deed Restriction, in Conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #21,352, approving and authorizing execution of eleven leases relative to property vacated by the 2008 flood buyout programs.

Resolution #21,353, approving and authorizing execution of an agreement with Waterloo-Cedar Falls Umpires Association relative to the provisions of umpiring services for the 2019-2021 seasons.

Resolution #21,354, approving and authorizing execution of an Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2019.

Resolution #21,355, approving and authorizing execution of five Owner Purchase Agreements and three Tenant Purchase Agreements, and approving and accepting two Public Utility Easements and four Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,356, approving the Certificate of Completion and accepting the work of Vieth Construction Corporation for the 2017 Permeable Alley Project.

Resolution #21,357, approving and authorizing Change Order No. 3 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.

Resolution #21,358, approving and authorizing execution of an Easement Agreement with Hi Yield, LLC and DBD Investments, LLC for installation and maintenance of a private sanitary sewer connection for 924 Viking Road.

Resolution #21,359, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Six Kids, LLC relative to a post-construction stormwater management plan for 1402 Technology Parkway.

Resolution #21,360, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement and Permanent Easement Agreement with ACOH, LLC relative to a post-construction stormwater management plan for 6601 Development Drive.

Resolution #21,361, approving a Central Business District Overlay Zoning District site plan for façade improvements at 209 State Street.

Resolution #21,362, approving and authorizing execution of a Proposal for Asbestos Removal and Proposed Form of Contract with Advanced Environmental Testing and Abatement, in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #21,363, approving a PC-2, Planned Commercial Zoning District site plan for construction of a retail/professional office building at 936 Viking Road.

Resolution #21,364, approving and authorizing execution of a HWY-1 Highway Commercial Zoning District Development Agreement with VEREIT Real Estate, L.P., Mills Properties, LLC, and Midland Atlantic Development Company, LLC relative to a commercial development in the southwest corner of Highway 58 and West Ridgeway Avenue.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,351 through #21,364 duly passed and adopted.

- 52111 It was moved by Kruse and seconded by Darrah that Resolution #21,365, approving and authorizing execution of a Professional Service Agreement with Clapsaddle-Garber Associates, Inc. for the Lakeshore Storm Sewer Analysis, be adopted. Following questions by Councilmember Kruse and responses by City Engineer Resler and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,365 duly passed and adopted.
- 52112 It was moved by Miller and seconded by Darrah that Resolution #21,366, approving and authorizing execution of a Change of Work Order No. 3 to the contract with Peterson Contractors, Inc. relative to the 2018 Street Construction Project, be adopted. Following a question by Councilmember deBuhr and response by City Engineer Resler, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller,

deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,366 duly passed and adopted.

- 52113 It was moved by Darrah and seconded by Miller that Resolution #21,367, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to engineering services, be adopted. Following questions by Councilmember deBuhr and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,367 duly passed and adopted.
- 52114 It was moved by Kruse and seconded by Blanford that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52115 It was moved by Green and seconded by Kruse to refer a request for preparation of a proposal and timeline for creation of a Five Year Public Safety Strategic Plan to be adopted no later than December 2, 2019. Following a comment by Mayor Brown and comments by Councilmembers Blanford, deBuhr, Wieland, Miller, Darrah and Green, the motion failed 1-6, with Miller, deBuhr, Kruse, Blanford, Darrah and Wieland voting nay.
- 52116 Public Safety Services Director Olson commented that the department will be evaluating medical calls received in more depth during the annual review of the calls for service at the end of the year.

Mayor Brown announced grants received from the Black Hawk County Gaming Association; \$750,000 for the public safety building, \$50,000 for the pickleball complex, \$50,000 for the Co-Lab Library space, and \$30,000 for sanitary sewer projects. Additionally, \$250,000 was awarded to the Place to Play Park.

- 52117 It was moved by Green and seconded by Kruse to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52118 Jenny Van Dorn, 4124 Thresher Court, #304, expressed concerns about Civil Service certification and testing of Public Safety Officers.

Public Safety Director Olson responded to Councilmember Blanford's inquiry about the testing requirements for Public Safety Officers.

Richard Hinz, 1219 Western Avenue, commented and inquired about reopening the fire station in northern Cedar Falls.

Tamie Stahl, 1009 Lakeshore Drive, commented on repairing damage caused by water drainage. City Administrator Gaines responded to questions by Councilmember Kruse regarding the water drainage and coordination of potential options for solutions.

The City Council adjourned to Executive Session at 7:54 P.M.

Mayor Brown reconvened the Council Meeting at 8:19 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

52119 - It was moved by Miller and seconded by Green that the meeting be adjourned at 8:20 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

#### D.A.R. DEPARTMENT OF COMMUNITY DEVELOPMENT



City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

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**MEMORANDUM** 

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Shane Graham, Planner II

DATE: December 12, 2018

**SUBJECT:** Amendment No. 5 to the Downtown Development Area Urban Renewal

Plan

At its November 19, 2018 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

The Downtown Development Area Urban Renewal Plan was originally adopted in 1986, and has provided financing or partial financing for numerous downtown improvement projects over the years. Several amendments have been made to the plan since its adoption, including most recently in December of 2017, where a new project was identified for funding (Mill Race Center for Entrepreneurship and Innovation).

For the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), attention is directed to the section titled Proposed Urban Renewal Projects (Amendment No. 5) of the Plan. This section identifies a new project that may be funded through the Downtown Urban Renewal Plan Amendment No. 5. A visional and zoning code update for downtown Cedar Falls, including that portion included in the Downtown Development Area Urban Renewal Area. This includes professional services related to developing a detailed vision plan and an associated zoning ordinance for downtown Cedar Falls and near neighborhoods.

With the above information noted, a copy of the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 5 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Unified Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County and Cedar Falls School District) and conduct a "consultation session" to discuss the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan. A copy of the Minutes from the November 27, 2018 consultation session is attached along with the meeting agenda.

Prior to entering into any new Development Agreements or proceeding with future infrastructure projects within the area, it is required that Amendment No. 5 to the Downtown Development Area Urban Renewal Plan be adopted. The Community Development Department recommends that City Council adopt the following:

 Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan.

If you have any questions pertaining to this memorandum, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development Jennifer Rodenbeck, Director of Finance & Business Operations Karen Howard, Planning & Community Services Manager Nathan Overberg, Ahlers Law Office

#### ITEMS TO INCLUDE ON AGENDA

#### CITY OF CEDAR FALLS, IOWA

December 17, 2018 7:00 P.M.

#### Downtown Development Area Urban Renewal Plan

- Public hearing on the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan
- Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan

#### **IMPORTANT INFORMATION**

- 1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
- 2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
- 3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

session, in the C	y Council of the City of Cedar Falls, State of Council Chambers, City Hall, 220 Clay Street There were present MayorMembers:	et, Cedar Falls, Iowa, at 7:00 P.M., or
-		
4	Absent:	
,	Vacant:	

ii

This being the time and place fixed for a public hearing on the matter of the adoption of
the proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan, the
Mayor first asked for the report of the Planner II, or his delegate, with respect to the consultation
held with the affected taxing entities to discuss the proposed Amendment. The Council was
informed that the consultation was duly held as ordered by the Council, and that
written recommendations were received from affected taxing entities. The report of the Planner
II, or his delegate, with respect to the consultation was placed on file for consideration by the
Council.
The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 5 to the Downtown Development Area Urban Renewal Plan and were made. The public hearing was then closed.
{Attach summary of objections here}

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Counci	il Member	then introduced the following	ng Resolution
entitled "RESO	<b>DLUTION DETERMININ</b>	IG AN AREA OF THE CITY TO BE	A BLIGHTED
AREA, AND	THAT THE REHABILITA	ATION, CONSERVATION, REDEV	ELOPMENT,
DEVELOPMI	ENT, OR A COMBINATION	ON THEREOF, OF SUCH AREA IS	NECESSARY IN
THE INTERE	ST OF THE PUBLIC HEA	ALTH, SAFETY OR WELFARE OF	THE RESIDENTS
		AREA AS APPROPRIATE FOR UP	
	· ·	OMENT NO. 5 TO THE DOWNTOW	
		EWAL PLAN" and moved:	, , ,
DE VELOTIVI		EVITE I EII ( una movea.	
	that the Resolution be ado	opted.	
	to defer action on the Res	olution and the proposal to the meetin	g to be
		M. on the day of	_
	2018, at this place.	any or	<b></b> ,
	2010, at this place.		
Council Memb	oer	seconded the motion. The roll was	called and the
vote was,			
vote was,			
	AYES:		
	711LS		
	<del></del>		
	NAVS.		
	MU19.		

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 5 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, this City Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Downtown Development Area Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, by Resolution No. 12,795, adopted May 14, 2001, this City Council approved and adopted an Amendment No. 1 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 18,165, adopted July 16, 2012, this City Council approved and adopted an Amendment No. 2 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 18,837, adopted November 11, 2013, this City Council approved and adopted an Amendment No. 3 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, by Resolution No. 20,864, adopted December 18, 2017, this City Council approved and adopted an Amendment No. 4 to the Downtown Development Area Urban Renewal Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

#### ORIGINAL AREA

That portion of Sec. 12 T89N R14W of the 5<sup>th</sup> P.M. in the City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the intersection of the east line of Franklin St. and the north line of Seventh St.; thence North on the east line of Franklin St. to the north line of First St. (formerly Hwy. 20); thence East on the north line of First St. to the extended west line of Washington Street; thence north on the extended west line of Washington St. to the centerline of the Chicago, Central and Pacific Railroad (C.C. & P.R.R.); thence Northeasterly on the centerline of the C.C. & P.R.R. to the southwesterly bank of the Cedar River; thence Southeasterly on the Southwesterly bank of the Cedar River to the extended east line of the NW ¼ SE ¼ Sec. 12-89-14; thence South on the extended east line of the NW ¼ SE ¼ to the north line of Seventh St.; thence West on the north line of Seventh St. to the place of beginning; exc. Blk. 7 Garrison & Dean's Add.; also exc. all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; all as shown on the map attached herewith and made a part hereof.

#### **AMENDMENT NO. 1 AREA**

Blk. 7 Garrison & Dean's Add.; also all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; and

#### AMENDMENT NO. 2 AREA

Amendment No. 2 added no real property to the Area; and

#### AMENDMENT NO. 3 AREA

- Area A. Beginning at the intersection of the East line of Franklin Street and the North line of West 1st Street; thence North along said East line of Franklin Street to the centerline of the Canadian National Railway Company (formerly the Chicago Central and Pacific Railroad); thence Easterly and Northeasterly along said centerline to the Northerly extension of the West line of Washington Street; thence South along the Northerly extension of said West line to the North line of West 1st Street; thence West along said North line to the point of beginning.
- Area B. Beginning on the East line of the Northwest Quarter of the Southeast Quarter of Section 12-89-14 at its intersection with the North line of East 7th Street; thence North along said East line to the Southwesterly bank of the Cedar River; thence Southeasterly along said Southwesterly bank to the Easterly extension of the North line of East 7th Street; thence West along the Easterly extension of said Northerly line a distance of 600 feet; thence Southwesterly to the intersection of the Northeasterly line of the Iowa Northern Railroad Company (formerly the Chicago, Rock Island and Pacific Railroad) with the Easterly extension of the North line of Lot 3, Block 1 of Garrison's Addition to Cedar Falls, Iowa; thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 9th Street; thence West

along the Easterly extension of said South line to the Northeasterly line of the Northwestern Transportation Company (formerly the Wisconsin, Iowa and Nebraska Railroad Company and later the Chicago, Great Western Railroad Company); thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 11th Street; thence West along the Easterly extension of said South line to the Northeast corner of Lot 1, Block 1 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated); thence North along the Southerly extension of the East line of Block 2 and the East line of Block 2 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated) to the Northeast corner of said Block 2; thence West along the North line of said Block 2 13 feet; thence North along a line which is 13 feet West of a parallel with the Northerly extension of said East line of Block 2 to the South line of East 9th Street; thence Northwesterly parallel with the Southwesterly line of the Northwestern Transportation Company to the intersection with a line which is 43 feet normally distant Southwesterly and parallel with the Southwesterly line of the Iowa Northern Railroad Company; thence Northwesterly parallel with said Southwesterly line to the North line of East 7th Street; thence East along said North line to point of beginning; and

#### AMENDMENT NO. 4 AREA

Amendment No. 4 added no real property to the Area; and

WHEREAS, a proposed Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 5 adds no new land to the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 5; and

WHEREAS, by resolution adopted on November 19, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 5 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 5 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Planner II, or his delegate,

filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 5 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the <u>Waterloo-Cedar Falls Courier</u>, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 5, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

# NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 5 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

#### Section 2. This Council further finds:

- a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;
- b) The Plan, as amended, and Amendment No. 5 conform to the general plan for the development of the City as a whole; and
- c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:
  - i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:
    - a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

- b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.
- c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.
- d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.
- ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be a blighted area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 5 to the Downtown Development Area Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 5 to the Downtown Development Area Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 5, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 5 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 5 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 5 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 5, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

## PASSED AND APPROVED this 17<sup>th</sup> day of December, 2018.

	Mayor
ATTEST:	
City Clerk	

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

## **EXHIBIT 1**

### **AMENDMENT NO. 5**

### TO THE

# DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN

## CITY OF CEDAR FALLS, IOWA

Original Area Adopted - November 1986

Amendment No. 1 - May 2001

Amendment No. 2- July 2012

Amendment No. 3- November 2013

Amendment No. 4 – December 2017

Amendment No. 5 – December 2018

#### AMENDMENT NO. 5 to the DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN CITY OF CEDAR FALLS, IOWA

The Downtown Development Area Urban Renewal Plan ("Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") was originally adopted in 1986 and has been amended by Amendment No. 1 in May 2001, Amendment No. 2 in July 2012, Amendment No. 3 in November 2013, and Amendment No. 4 in December 2017. This Plan is being further amended to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 5 to the Downtown Development Area Urban Renewal Plan ("Amendment").

The Original Area and each amendment area are referred to as subareas in this Amendment. The subareas make up the Urban Renewal Area. No change is being made to the property within the Original Area or subareas.

Except as modified by this Amendment, the provisions of the original Downtown Development Area Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 5 shall control.

#### **DESCRIPTION OF THE URBAN RENEWAL AREA**

Under this amendment, there is no new property being added to the Urban Renewal Area. For illustrative purposes and reader convenience, the Downtown Development Area Urban Renewal Area map is attached to this Amendment as Exhibit A.

#### **DISTRICT DESIGNATION**

With the adoption of this Amendment No. 5, the City of Cedar Falls will continue to designate the Downtown Development Area Urban Renewal Area as appropriate for blight remediation. The rationale for the Area Designation is the remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

#### **DEVELOPMENT PLAN**

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the "Cedar Falls Comprehensive Plan" adopted in May 2012. The Plan, as amended, and including this Amendment No. 5, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects as restated in Amendment No. 5 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 5 does not change or in any way replace the City's current land use planning or zoning regulations process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

#### **PROJECT OBJECTIVES**

Objectives for development within the Area remain as stated in the original Plan, as previously amended.

#### **TYPES OF RENEWAL ACTIVITIES**

The Types of Renewal Activities within the Area remain as stated in the original Plan, as previously amended.

#### PREVIOUS URBAN RENEWAL PROJECTS

Several Urban Renewal Projects were authorized prior to July 1, 2012, and are continuing.

#### **EXISTING URBAN RENEWAL PROJECTS**

#### **AMENDMENT NO. 3**

The following items have been previously approved by the adoption of Amendment No. 3 to the Downtown Development Area Urban Renewal Plan in 2013 and are continuing:

#### 1. Public Improvements:

Project	Estimated	<b>Estimated cost to</b>	Rationale
	Date	be Reimbursed	
		by Incremental	
		Tax Revenues	
Downtown Flood Protection: After the	2013-2025	\$8,000,000	Remediation, stabilization,
historic flooding that occurred in June of			and removal of blight, and
2008, the City of Cedar Falls decided that			the return of properties to
increasing the protection level of the			useful condition for public
downtown flood levee and floodwall system			facilities or private
was one of the highest priorities for the			development, which private
City. The 2008 flood event exceeded the			development of commercial,
design for the existing levee system; but			retail and/or residential
with the assistance of emergency flood			projects would generate
fighting procedures, the protection was not			increased taxable valuation

overtopped. The intent of this project is to increase the level of protection for the City to the 500-year level of protection.  Increasing the flood protection levels for the City will require additional levee and/or floodwall extensions, modifications to existing storm sewer gatewells, modifications to closure structures (pedestrian and street openings), and modification to areas with sandbag closure plans along with related levee/flood wall improvements and amenities.			
Construction of future public infrastructure and improvements within the Urban Renewal Plan Area including but not limited to new and reconstructed roadways, alleys, sidewalks, parking lots or structures, recreation trails, lighting, and other public amenities.	2013-2025	\$2,500,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Infrastructure tied to new or reconstructed roadways and alleys including but not limited to water, sanitary sewer, storm sewer, gas, electric, and communications.	2013-2025	\$1,500,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Consulting, engineering, design and inspection costs for future roadway and infrastructure projects within the Urban Renewal Area.	2013-2025	\$700,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

Traffic, site development and parking related studies tied to any roadway or parking lot/structure improvement project or projects.	2013-2025	\$150,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
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#### 2. Development Agreements: Cedar Falls Municipal Utilities Development Agreement

Additional electrical production, distribution and transmission including but not limited to burying lines, relocating lines, and other items necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$1,200,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Additional gas utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$100,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

Additional water utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$ 200,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Additional communications utility or utilities (new or relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$ 250,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Total		\$1,750,000	

#### 3. Other Development Agreements

Tax Rebate or Other Incentive Agreements:			
Tax Rebate or other Incentive Agreements for future City Council approved agreements. One potential development agreement is proposed for the city –owned annex (Historic Post Office). See further information under Public Building Analysis below.	2013-2025	\$1,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

#### 4. Land Acquisition

City land acquisitions to accommodate urban renewal projects and job creation within the Urban Renewal Area	2013-2025	\$2,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private
			development of commercial, retail and/or residential projects would generate
			increased taxable valuation

# 5 City Personnel Costs and other Administrative Costs to Support Urban Renewal Projects and Planning

Staffing related expenses (including but not limited to salary and benefits) incurred by Community Services, Engineering, and Planning Services Divisions personnel tied to supporting urban renewal projects within the Urban Renewal Area.	2013-2025	\$400,000	Administrative expenses necessary to promote, support and complete urban renewal projects.
Legal, consulting, abstracting, recording, publication, and other miscellaneous fees associated with urban renewal projects occurring within the Urban Renewal Area.	2013-2025	\$200,000	Administrative expenses necessary to promote, support and complete urban renewal projects.

#### **AMENDMENT NO. 4**

The following item has been previously approved by the adoption of Amendment No. 4 to the Downtown Development Area Urban Renewal Plan in 2017 and is continuing:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Grant Agreement with Mill Race Center for Entrepreneurship and Innovation (Mill Race Center): The purpose of the Mill Race	2018-2025	\$200,000	The City's support of the Mill Race Center will allow the Mill Race Center to

Center is to provide resources and		increase commercial and
programming to improve the local business		entrepreneurial activity in
environment and support available for		the Area, which will in turn
entrepreneurship and innovation in Cedar		help remediate blighting
Falls. The City, along with other		influences.
constituents, will provide grants to the Mill		
Race Center who will use the funds to		
increase commercial and entrepreneurial		
activity in the Area, which will in turn help		
remediate blighting influences.		

# PROPOSED URBAN RENEWAL PROJECTS (AMENDMENT NO. 5)

Although certain project activities may occur over a period of several years, in addition to the projects previously proposed in the Downtown Development Area Urban Renewal Plan, as previously amended, the Proposed Urban Renewal Projects under this Amendment include:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental	Rationale
		Tax Revenues	
Visioning and Zoning Code Update for Downtown Cedar Falls, including that portion included in the Downtown Development Area Urban Renewal Area. This includes professional services related to developing a detailed vision plan and an associated zoning ordinance for Downtown Cedar Falls and near neighborhoods.	2018-2021	\$250,000  (Representing that portion of the total costs associated with planning for the Urban Renewal Area)	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate
		,	increased taxable valuation.

#### **DEBT**

1.	Constitutional debt limit:	\$151,911,983
2.	Current outstanding general obligation debt:	\$9,740,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects (Amendment No. 5) has not yet been determined. This document is merely for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$ 250,000

#### PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

#### **URBAN RENEWAL PLAN AMENDMENTS**

The Downtown Development Area Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

#### **EFFECTIVE PERIOD**

This Amendment No. 5 to the Downtown Development Area Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Downtown Development

Area Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council

The use of incremental property tax revenues in the Area, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. Specifically, the division of revenues shall continue in the Area for the maximum period allowed by law.

The Urban Renewal Area (and all sub areas) has no statutorily required sunset because the Area is designated as appropriate for blight remediation. Therefore, the collection of incremental tax revenues within the Urban Renewal Area shall continue until terminated by the City Council.

#### **REPEALER**

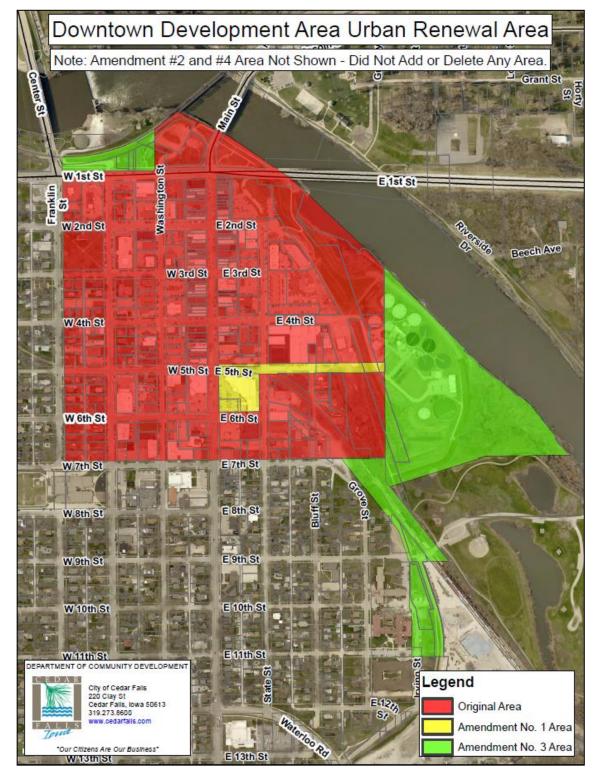
Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

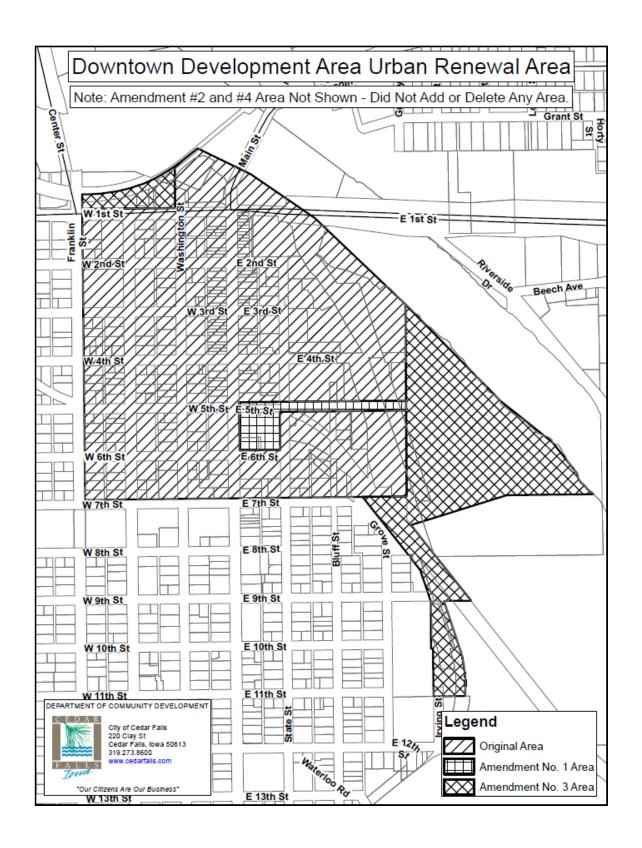
#### **SEVERABILITY CLAUSE**

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

Maps of Downtown Development Area Urban Renewal Area





#### CERTIFICATE

STATE OF IOWA	) ) SS		
I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.			
WITNESS my hand and the seal of the C, 2018.	Council hereto affixed this day of		
	City Clerk, City of Cedar Falls, State of Iowa		
(SEAL)			

01538714-1\10283-164

# F A L L S

#### R DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

TO:

Jacqueline Danielsen, CMC, City Clerk

FROM:

Shane Graham, Planner II

DATE:

November 27, 2018

SUBJECT:

Downtown Development Area Urban Renewal Plan Amendment No. 5

Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from November 27, 2018 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the December 17, 2018 public hearing.

Please let me know if you have any questions.

# F A L L S

#### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, lowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO:

Jacqueline Danielsen, MMC, City Clerk

FROM:

Shane Graham, Planner II

DATE:

November 27, 2018

SUBJECT:

**Consultation Session Minutes** 

Downtown Development Area Urban Renewal Plan

On Tuesday, November 27, 2018, a consultation session was held at 11:00 a.m. in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 5 to the Downtown Development Area Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Planner II

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

Shane Graham

Planner II

#### Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Amendment No. 5 to the Downtown Development Area Urban Renewal Plan

Consultation Session November 27, 2018 @ 11:00 A.M.

#### **AGENDA**

- 1. Introduction of Attendees
- 2. Summary of Amendment #5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
- 3. Summary of Amendment #5 to the Downtown Development Area Urban Renewal Plan
- 4. Implementation Schedule
- 5. Questions
- 6. Adjourn

#### DEPARTMENT OF COMMUNITY DEVELOPMENT



City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

www.cedarfalls.com

MEMORANDUM

**Planning & Community Services Division** 

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Shane Graham, Planner II

DATE: December 13, 2018

**SUBJECT:** Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban

Renewal Plan

At its November 17, 2018 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

In December 2012 the Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. As City Council may recall, Unified Plan Amendment No. 1 "linked" the existing Cedar Falls Industrial Park to the Northern Cedar Falls Industrial Park using the Highway 58 Corridor as the linkage conduit. The primary objectives of establishing Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan were:

- 1. To link the two Industrial Park areas so the City could maximize the use of incremental tax revenue and more quickly pay off debt.
- 2. To complete and plan for infrastructure projects (both City and CFU) within the Highway 58 Corridor including proposed major future improvements at the Highway 58/Viking Road intersection.

Most recently, in May of 2018, the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary objectives of establishing Amendment No. 4 were to remove several projects that have been completed and to update the cost estimate of another project that is already in the Plan, remove a portion of the area from the Plan that recently met its sunset date in regards to the 20 year lifespan that this area has (per State Code), and to add several areas of right-of-way along Viking Road in order to better connect all of the areas within the Plan.

For the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the primary objective is to add property to the Urban Renewal Area and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

With the above information noted, a copy of the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. Also attached within the plan is a map that shows the area being added. This Amendment No. 5 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Unified Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County, Cedar Falls School District and Dike-New Hartford School District) and conduct a "consultation session" to discuss the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. A copy of the Minutes from the November 27, 2018 consultation session is attached along with the meeting agenda.

Prior to entering into any new Development Agreements or proceeding with future infrastructure projects within the area, it is required that Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan be adopted. The Community Development Department recommends that City Council adopt the following:

1. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

If you have any questions pertaining to this memorandum, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development Karen Howard, Planning & Community Services Manager Jennifer Rodenbeck, Director of Finance & Business Operations Nathan Overberg, Ahlers Law Office

## F A L L S

#### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

TO: Jacqueline Danielsen, MMC, City Clerk

FROM: Shane Graham, Planner II

DATE: November 27, 2018

**SUBJECT:** Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban

Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from November 27, 2018 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the December 17, 2018 public hearing.

Please let me know if you have any questions.

## F A L L S

#### **DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

TO:

Jacqueline Danielsen, MMC, City Clerk

FROM:

Shane Graham, Planner II

DATE:

November 27, 2018

SUBJECT:

**Consultation Session Minutes** 

Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban

Renewal Plan

On Tuesday, November 27, 2018, a consultation session was held at 11:00 a.m. in the North Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Planner II

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

Shane Graham

Planner II

#### Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Amendment No. 5 to the Downtown Development Area Urban Renewal Plan

Consultation Session November 27, 2018 @ 11:00 A.M.

#### **AGENDA**

- 1. Introduction of Attendees
- 2. Summary of Amendment #5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
- 3. Summary of Amendment #5 to the Downtown Development Area Urban Renewal Plan
- 4. Implementation Schedule
- 5. Questions
- 6. Adjourn

#### ITEMS TO INCLUDE ON AGENDA

#### CITY OF CEDAR FALLS, IOWA

December 17, 2018 7:00 P.M.

#### Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Public hearing on the proposed Amendment No. 5 to the Cedar Falls Unified Highway
   58 Corridor Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

#### **IMPORTANT INFORMATION**

- 1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
- 2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
- 3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

•	•	•	s, State of Iowa, met in Clay Street, Cedar Falls, Iow	
the above date. named Council		= -	, in the chair, an	nd the following
-				
1	Absent:			-
,	Vacant:			-

ii

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, the Mayor first asked for the report of the Planner II, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that
written recommendations were received from affected taxing entities. The report of the Planner
II, or his delegate, with respect to the consultation was placed on file for consideration by the
Council.
The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and were made. The public hearing was then closed.
{Attach summary of objections here}

Counc	il Member		then in	troduced tl	ne followin	g Resolution
entitled "RES	OLUTION	DETERMINI	NG AN AREA OI	F THE CIT	Y TO BE	AN ECONOMIC
<b>DEVELOPM</b>	ENT AREA	A, AND THAT	THE REHABILI	TATION,	CONSERV	VATION,
REDEVELOR	PMENT, DI	EVELOPMEN	T, OR A COMBI	NATION 7	ΓHEREOF	, OF SUCH
AREA IS NE	CESSARY	IN THE INTE	EREST OF THE P	UBLIC HE	EALTH, SA	AFETY OR
WELFARE O	F THE RE	SIDENTS OF	THE CITY; DESI	GNATING	G SUCH A	REA AS
APPROPRIA'	TE FOR UI	RBAN RENE	WAL PROJECTS;	AND AD	OPTING A	AMENDMENT
NO. 5 TO TH	E CEDAR	FALLS UNIF	TED HIGHWAY 5	58 CORRI	DOR URB	AN RENEWAL
PLAN" and m	oved:					
	that the Re	esolution be ac	lopted.			
	to defer ac	ction on the Re	esolution and the p	roposal to	the meeting	or to be
	2018, at th				y 01	·,
	2010, 40 01	no praece.				
Council Mem	ber		seconded the r	notion. Th	ne roll was	called and the
vote was,						
	AYES: _					
	_					
	NAYS: _					

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 8196, adopted November 12, 1990, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Industrial Park Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area (the "Industrial Park Urban Renewal Area") described therein, which was subsequently amended by Resolution No. 10,224, adopted November 13, 1995, and by Resolution No. 13,862, adopted November 17, 2003; and

WHEREAS, by Resolution No. 16,631, adopted September 28, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Cedar Falls Northern Industrial Park Urban Renewal Plan for the Cedar Falls Northern Industrial Park Urban Renewal Area (the "Northern Industrial Park Urban Renewal Area") described therein; and

WHEREAS, the Industrial Park Urban Renewal Area and the Northern Industrial Park Urban Renewal Area were combined and renamed the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Unified Urban Renewal Area") by Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan") by Resolution No. 18,377, adopted December 10, 2012; and

WHEREAS, by Resolution No. 19,263, adopted November 3, 2014, this Council approved and adopted the Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 19,963, adopted April 18, 2016, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 21,079, adopted May 7, 2018, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, this Unified Urban Renewal Area currently includes and consists of:

#### **Industrial Park Urban Renewal Area (1990)**

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

#### Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995)

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89

North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

#### Industrial Park Urban Renewal Area Amendment No. 2 (2003)

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa:

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast

Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

and

#### Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly

along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

## Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows: A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East

Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-ofway line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-ofway line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Rightof-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

#### And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Rightof-way line of the former Chicago, Great Western Railway Company property to

the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-ofway line of East Seerley Boulevard; Thence Westerly on the present South Rightof-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-ofway line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-ofway line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence

Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-ofway line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Rightof-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Rightof-way line of Grand Boulevard; Thence Westerly on the present North Right-ofway line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-ofway line of 18th Street; Thence continuing Southerly on the present West Rightof-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th

Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-ofway line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-ofway line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-ofway line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-ofway line of U.S. Highway 218 to the present Easterly city limits of the City of

Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

## Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

No land was added or removed by Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

## Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

No land was added or removed by Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

## Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

#### Land removed by Amendment No. 4:

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;

thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A; thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition:

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional ¼ and the Northeast fractional ¼ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional ¼ and the Northeast fractional ¼ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2:

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

#### Land Added by Amendment No. 4:

That part of the Viking Road right of way lying in the Southeast Quarter (SE ¼) of Section 25, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning; thence continuing along said South line West to a point being 1875.5 feet

thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;

West of the Southeast corner of said Southeast Ouarter;

thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;

thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;

thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

thence along said South line West to the Point of Beginning;

and also,

That part of Viking Road right of way lying in the South Half (S ½) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27:

thence Easterly along said South line to the Point of Beginning.

WHEREAS, a proposed Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment") described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add property and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 5 adds land to the Unified Urban Renewal Area, as follows:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

WHEREAS, the proposed Plan adds land to the Area that is outside the City's corporate limits but within two miles of said limits and within Black Hawk County, and Black Hawk County has consented to said property being included in the Area by entering into a Joint Agreement with the City to include the property within the Area; and

WHEREAS, the land proposed to be added to the Unified Urban Renewal Area by Amendment No. 5 includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 5; and

WHEREAS, by resolution adopted on November 19, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 5 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 5 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Planner II, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 5 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 5, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

## NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 5 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

#### Section 2. This Council further finds:

- a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Unified Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;
- b) The Plan, as amended, and Amendment No. 5 conform to the general plan for the development of the City as a whole; and
- c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Unified Urban Renewal Area:
  - i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:
    - a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.
    - b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and

spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

- c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.
- d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.
- ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Unified Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 5, including all of the exhibits attached thereto, is hereby in all respects approved; the Mayor and City Clerk are authorized to execute the Joint City Agreement and approve the executed Agricultural Land Agreements; and the City Clerk is hereby directed to file a certified copy of Amendment No. 5 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 5 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 5 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 5, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

## PASSED AND APPROVED this 17<sup>th</sup> day of December, 2018.

	Mayor
ATTEST:	
City Clerk	_

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

### Exhibit 1

# AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

## CITY OF CEDAR FALLS, IOWA

Cedar Falls Industrial Park Urban Renewal Area (1990)
Expanded Industrial Urban Renewal Area (1995) – Amendment #1
Cedar Falls Industrial Park Urban Renewal Area (2003) – Amendment #2
Northern Cedar Falls Industrial Park Urban Renewal Plan (2009)
Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2012)

Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (2014)

Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (2016)

Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (2018)

Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (2018)

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## AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

#### CITY OF CEDAR FALLS, IOWA

#### INTRODUCTION AND BACKGROUND

In 1990, the City of Cedar Falls ("City") established the Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 8196. The urban renewal plan for the Cedar Falls Industrial Park Urban Renewal Area was amended two times, with the adoption of Amendment No. 1 to that area in 1995, approved by Resolution No. 10,224, and Amendment No. 2 to that area in 2003, approved by Resolution No. 13,862.

In 2009, the City established the North Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 16,631.

In 2012, the City unified the Cedar Falls Industrial Park Urban Renewal Area and the North Cedar Falls Industrial Park Urban Renewal Area, creating the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Unified Area" or "Unified Urban Renewal Area"), with the adoption of Amendment No. 1 ("Amendment No. 1") to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan" or "Urban Renewal Plan"), approved by Resolution No. 18,337. The Unified Urban Renewal Area has been amended three times since its unification, by Amendment No. 2 to the Urban Renewal Plan ("Amendment No. 2"), approved in 2014 by Resolution No. 19,263, by Amendment No. 3 to the Urban Renewal Plan ("Amendment No. 3"), approved in 2016 by Resolution No. 19,963, and by Amendment No. 4 to the Urban Renewal Plan ("Amendment No. 4"), approved in 2018 by Resolution No. 21,079.

This Unified Urban Renewal Area is being further amended by this Amendment No. 5 to the Urban Renewal Plan ("Amendment" or "Amendment No. 5") to add property and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

Except as modified by this Amendment No. 5, the provisions of Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

#### **DESCRIPTION OF THE URBAN RENEWAL AREA**

The property being added to the Unified Urban Renewal Area by this Amendment No. 5 includes an area of land located adjacent to the current boundaries of the Urban Renewal Area that is proposed to be developed with industrial uses.

A map of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit A. The description of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended, is in Exhibit B.

The City reserves the right to modify the boundaries of the Area by amendments to this Plan.

#### AGREEMENT TO INCLUDE AGRICULTURAL LAND

Portions of the property being added to the Unified Urban Renewal Area by this Amendment No. 5 are defined as "agricultural land" by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) permitting the City to include their real property defined as "agricultural land" in the Unified Urban Renewal Area. A copy of the signed agreement of each agricultural land owner is attached as Exhibit C. The original signed agreements will be on file at City Hall.

#### JOINT CITY/COUNTY AGREEMENT

In accordance with Iowa Code Section 403.17(4), a City may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a City if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Cedar Falls and Black Hawk County, which gives the City permission to add land that is outside the city limits to the Area through this Amendment No. 5. A copy of such Joint Agreement is attached hereto as Exhibit "D". The original signed Joint Agreement is on file at City Hall.

#### **AREA DESIGNATION**

With the adoption of this Amendment No. 5, the City continues to designate the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial development (including but not limited to corporate office and technology projects).

#### **DEVELOPMENT PLAN**

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the "Cedar Falls Comprehensive Plan" adopted in May 2012. The Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, and this Amendment No. 5, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in Amendment No. 5 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan does not change or in any way replace the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Unified Urban Renewal Area is set forth in this Urban Renewal Plan, as amended. As the Unified Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

#### **PROJECT AREA OBJECTIVES**

This Amendment makes no change to the Project Area Objectives for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

#### **TYPE OF RENEWAL ACTIVITIES**

This Amendment makes no change to the Types of Renewal Activities for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

## URBAN RENEWAL PROJECTS (AMENDMENT NO. 5)

This Amendment No. 5 proposes no new urban renewal projects for the Unified Urban Renewal Area, but provides updates on the progress of the urban renewal projects identified in Amendments No. 1, 2, 3 and 4 to the Urban Renewal Plan as follows:

#### **AMENDMENT NO. 1 URBAN RENEWAL PROJECTS**

#### **COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 1 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to	Economic Development – promotion of commercial/industrial	\$1,483,869

roadways in Phase III and IV of West Viking Road Industrial Park.		
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$750,000
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000
Phase II construction for Leversee Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000
Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 (Completed since Amendment No. 3)
Cedar Falls Mayor's Pedestrian Bridge Crossing at	Economic Development- promotion of commercial/industrial	\$3,000,000 (Completed

Greenhill Road and Highway 58		since Amendment No. 4)
	TOTAL:	\$14,042,991

#### **ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 1 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues	
1) Development and Tax I	Rebate Agreements:		
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development- promotion of commercial/industrial	\$309,129	
Development and Tax Rebate Agreements for future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$3,500,000	
2) Land Acquisitions:			
City land acquisitions to accommodate future economic development growth and job creation within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$7,500,000 (Amendment No. 5 adds \$5,600,000 to account for the potential acquisition by the City of	

		additional property being added to the Area by Amendment No. 5)
3) Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with economic development projects occurring within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$350,000
4) City Identified Capital In	mprovement Projects:	
GIS mapping hardware and software allocated to the Urban Renewal Plan Area along with consultant fees for the development of mapping and data collection for areas within the Urban Renewal Plan Area.	Economic Development- promotion of commercial/industrial	\$100,000
Northern Cedar Falls Industrial Park insurance and maintenance for operation of the existing rail spur and future additional rail.	Economic Development- promotion of commercial/industrial	\$250,000
Industrial Park Signage Program to include the installation of new signage in the Northern Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area. Provides for a cohesive theme for both Industrial Parks.	Economic Development- promotion of commercial/industrial	\$200,000

Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$4,500,000
Highway 58 and Viking Road Intersection Improvements to include the study, design, construction of an interchange at the intersection of Highway 58 and Viking Road.	Economic Development- promotion of commercial/industrial	\$11,250,000 (Amendment No. 4 added \$1,250,000)
Streetscape and public art installation and/or related in infrastructure to the installation that could include median, shoulder and roundabout improvements along Ridgeway Avenue, Hudson Road, Highway 58, Viking Road, or other areas within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$375,000
5) Cedar Falls Utilities TIF	Expenses:	
Additional gas utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$1,550,000 (Amendment No. 5 adds \$550,000 to account for the potential gas utility extensions warranted by the additional property being added to the Area by Amendment No. 5)
Additional water utility installations and relocations necessary to	Economic Development- promotion of commercial /industrial	\$3,600,000 (Amendment No. 5 adds \$2,100,000 to

accommodate future economic development and growth within the Urban Renewal Area.		account for the potential water utility extensions warranted by the additional property being added to the Area by Amendment No. 5)
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development- promotion of commercial /industrial	\$2,800,000 (Amendment No. 3 added \$100,000) (Amendment No. 5 adds \$100,000 to account for the potential communication utility extensions warranted by the additional property being added to the Area by Amendment No. 5)
	TOTAL for Ongoing Projects in Amendment No. 1:	<b>\$</b> 36,284,129

The previously approved projects originally identified in Amendment No. 1 had a total estimated cost to be reimbursed through incremental tax revenues of \$54,755,000 at the time Amendment No. 1 was adopted. The updated total of \$36,284,129 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.

#### **AMENDMENT NO. 2 URBAN RENEWAL PROJECTS**

#### **COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 2 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
2015/2016 Pavement	Economic Development –	\$584,711

Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.  2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue East, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.  Economic Development — promotion of commercial/ industrial  \$900,000	Management Program including but not limited to Asphalt Overlays of Commerce Drive from Chancellor Drive to end of new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive	promotion of commercial/industrial	
production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.  2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.	2) Cedar Falls Utilities TIF Ex	penses	
Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.	production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar	•	\$10,000,000
TOTAL: \$11,484,711	Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West	· ·	\$900,000
		TOTAL:	\$11,484,711

#### **ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 2 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvemen	nt Projects	
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway and Ridgeway Avenue. Includes design, construction and related project expenses.	Economic Development – promotion of commercial/ industrial	\$200,000
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City's Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$600,000 (Amendment No. 5 adds \$200,000)
	TOTAL for Ongoing Projects in Amendment No. 2:	\$850,000

The previously approved projects originally identified in Amendment No. 2 had a total estimated cost to be reimbursed through incremental tax revenues of \$12,134,711 at the time Amendment No. 2 was adopted. The updated total of \$850,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.

#### **AMENDMENT NO. 3 URBAN RENEWAL PROJECTS**

#### **COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

The following projects originally listed in Amendment No. 3 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvemen	t Projects	
Dry Run Creek Sanitary Sewer Improvements including replacing 5,400' of sewer main ranging from 30" to 42" and rehabilitating 1,760' of 36" sewer main due to showing signs of failure. Only those portions of the improvements that fall within the Urban Renewal Area are eligible for reimbursement. It has been determined that 38% of the total project falls within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$4,500,000
2016-2018 Pavement Management Program including but not limited to Asphalt Overlays of Technology Parkway from Hudson Road to Chancellor Drive, Westminster Drive from Nordic Drive to west approximately 1,500' to curve, and other overlay projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$800,000
	TOTAL:	\$5,300,000

#### **ONGOING URBAN RENEWAL PROJECTS:**

The following projects originally approved in Amendment No. 3 to the Urban Renewal Plan have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvem	ent Projects	
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$2,500,000
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$4,000,000 (Amendment No. 5 adds \$2,000,000 to account for additional infrastructure needs to prepare for the development of the property being added to the Area by Amendment No. 5)
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban Renewal Area.	Economic Development— promotion of commercial/industrial	\$1,000,000 (Amendment No. 5 adds \$500,000 to account for additional infrastructure needs to prepare for the development of the property being added to the Area by Amendment No. 5)
University Avenue/Highway 58 Interchange reconstruction within the Urban Renewal Area	Economic Development – promotion of commercial/industrial	\$8,000,000

Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial  TOTAL for Ongoing Projects in Amendment No. 3:	\$9,800,000 (Amendment No. 5 adds \$7,000,000 to account for the potential electric utility extensions warranted by the additional property being added to the Area by Amendment No. 5)
Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Commerce Drive, Viking Road, and other road extension or reconstruction projects within the Urban Renewal Area.  2) Cedar Falls Utilities TIF	Economic Development – promotion of commercial/industrial	\$750,000
including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.		

The previously approved projects originally identified in Amendment No. 3 had a total estimated cost to be reimbursed through incremental tax revenues of \$21,850,000 at the time Amendment No. 3 was adopted. The updated total of \$26,050,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 5.

#### **FINANCIAL DATA**

Constitutional debt limit:

\$151,911,983

## PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS OR BONDS TO BE INCURRED

A specific amount of actual debt to be incurred for the previously approved on-going projects (Amendments No. 1, 2, and 3) has not yet been determined. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the future costs to be certified for reimbursement through tax increment revenues for those projects identified in this Amendment No. 5 as ongoing projects from Amendments No. 1, 2 and 3, as updated in Amendment No. 5, will not exceed in total \$63,184,129.

#### **URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Unified Area. These include:

#### A. Tax Increment Financing.

Under Section 403.19 of the Code of Iowa, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Unified Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal

projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

#### B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Unified Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Unified Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

#### PROPERTY ACQUISITION/DISPOSITION

The City may finance or assist with financing the cost of land acquisitions in the Unified Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

#### RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

#### STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives and renewal activities.

#### REPEALER AND SEVERABILITY

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorization or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

#### **URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, addition of new or modification of existing urban renewal projects, deletion of completed urban renewal projects, modification to urban renewal project costs, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under lowa Code Chapter 403.

#### **EFFECTIVE PERIOD**

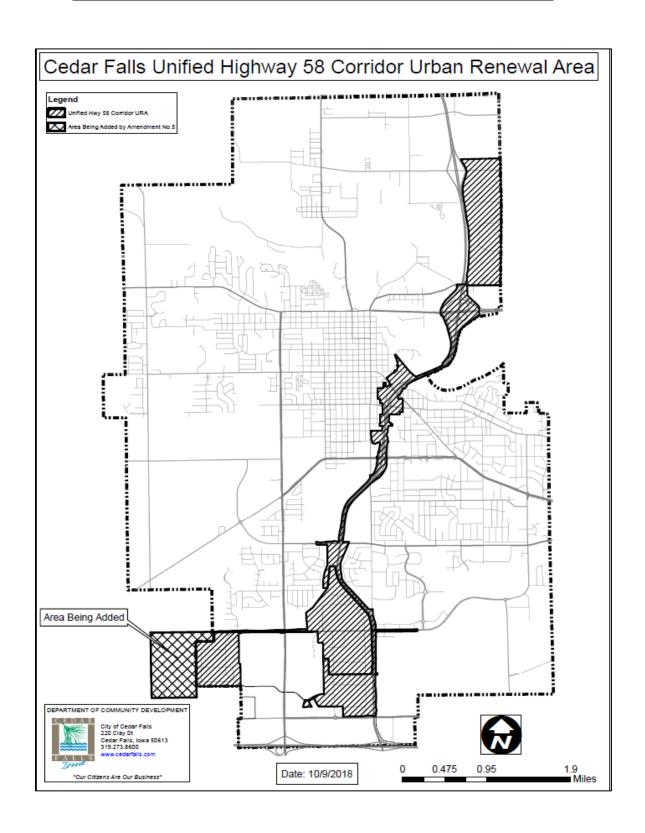
This Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council. This Amendment No. 5 is making no changes to the effective dates or the duration of any division of revenue from any already existing subareas or amendment areas of the Unified Urban Renewal Area, as amended.

With respect to the property being added to the Unified Urban Renewal Area by this Amendment No. 5, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the Unified Urban Renewal Area. The division of revenues shall continue on the Unified Urban Renewal Area for the maximum period allowed by law.

It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out in the Unified Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

## EXHIBIT A MAP OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED



## EXHIBIT B LEGAL DESCRIPTION OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED

#### **Industrial Park Urban Renewal Area (1990)**

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

#### Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995)

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 1/2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 1/2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89

North Range 14 West of the 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2<sup>nd</sup> Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

#### Industrial Park Urban Renewal Area Amendment No. 2 (2003)

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast

Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

and

#### Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly

along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

## Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also.

North of the centerline of Viking Road, described as follows: A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East

Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-ofway line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-ofway line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Rightof-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

#### And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Rightof-way line of the former Chicago, Great Western Railway Company property to

the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-ofway line of East Seerley Boulevard; Thence Westerly on the present South Rightof-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-ofway line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-ofway line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence

Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-ofway line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Rightof-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Rightof-way line of Grand Boulevard; Thence Westerly on the present North Right-ofway line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-ofway line of 18th Street; Thence continuing Southerly on the present West Rightof-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th

Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-ofway line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-ofway line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-ofway line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-ofway line of U.S. Highway 218 to the present Easterly city limits of the City of

Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

#### <u>Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58</u> Corridor Urban Renewal Area

That part of the Viking Road right of way lying in the Southeast Quarter (SE 1/4) of Section 25, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning; thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;

thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;

thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;

thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;

thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

thence along said South line West to the Point of Beginning;

and also,

That part of Viking Road right of way lying in the South Half (S 1/2) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27;

thence Easterly along said South line to the Point of Beginning.

## <u>Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58</u> <u>Corridor Urban Renewal Area</u>

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;

thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A; thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition: thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional ¼ and the Northeast fractional ¼ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional ¼ and the Northeast fractional ¼ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

and

#### <u>Land Added by Amendment No. 5 to the Cedar Falls Unified Highway 58</u> Corridor Urban Renewal Area

#### Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

#### S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

#### EXHIBIT C

#### AGREEMENTS TO INCLUDE AGRICULTURAL LAND IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan") for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area, as amended by Amendment No. 5, will include certain property which is owned by the Agricultural Land Owner listed below (the "Property"); and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

- The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Urban Renewal Area and agrees that the City of Cedar Falls, Iowa, may include such Property within the Urban Renewal Area.
- 2. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 14 day of November, 2018.

Agricultural Land Owner's Name:

Artesian Earring
Signature: At There

#### EXHIBIT C

## AGREEMENTS TO INCLUDE AGRICULTURAL LAND IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan") for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area, as amended by Amendment No. 5, will include certain property which is owned by the Agricultural Land Owner listed below (the "Property"); and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

- The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Urban Renewal Area and agrees that the City of Cedar Falls, Iowa, may include such Property within the Urban Renewal Area.
- 2. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this Dard day of October, 2018.

Agricultural Land Gwner's Name:	Agricultural Land Owner's Name:
Signature: Ois Kieges Date: 10/33/18	Signature: Right A Parties Date: 1992/18
Agricultural Land Owner's Name:	Agricultural Land Owner's Name:
Signature: And Osher s Name.	Signature: Stepe
10/22/18	10/22/18
Witness, XL	witness:

#### **EXHIBIT D**

#### JOINT CITY/COUNTY AGREEMENT

WHEREAS, the City of Cedar Falls (the "City") has proposed to amend the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area to include property that is outside, but within two miles of, its corporate boundaries for the purpose of engaging in proposed urban renewal projects on said property; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has reviewed the Amendment No. 5 to the Urban Renewal Plan for said Urban Renewal Area, and has determined that the proposed Urban Renewal Area, as amended, and completion of the eligible projects therein, are in the best interests of the City of Cedar Falls, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said projects.

NOW THEREFORE, BLACK HAWK COUNTY, STATE OF IOWA AND THE CITY OF CEDAR FALLS, STATE OF IOWA, AGREE AS FOLLOWS:

- 1. The Board of Supervisors of Black Hawk County, State of Iowa hereby agrees and authorizes the City of Cedar Falls, State of Iowa, to proceed with adding property within two miles of the City of Cedar Falls to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as described in Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein.
- 2. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area located in or within two miles of the City of Cedar Falls, State of Iowa.
- 3. This Joint Agreement has been duly authorized by the governing bodies of Black Hawk County, State of Iowa and the City of Cedar Falls, State of Iowa.

PASSED AND APPROVED this 27 day of November, 2018.
BLACK HAWK COUNTY, STATE OF IOWA
Chairperson, Board of Supervisors
ATTEST:
Lucitor Auditor
STATE OF IOWA ) ) SS COUNTY OF BLACK HAWK )
On this 27 day of November, 2018, before me a Notary Public in and for the State of Iowa, personally appeared Orain White and to me personally known, who being duly sworn, did say that they are the Chairperson and Auditor, respectively, of Black Hawk County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Auditor acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.  Notary Public in and for Black Hawk County Iowa
COMMISSION NO.791142 MY COMMISSION EXPIRES JULY 21, 202

#### CERTIFICATE

STATE OF IOWA	) ) SS
COUNTY OF BLACK HAWK	)
that attached is a true and complete copy of the proceedings of the Council, and the same is a true Council with respect to the matter at the meeting which proceedings remain in full force and effect any way; that meeting and all action thereat was notice of meeting and tentative agenda, a copy of the Council and posted on a bulletin board or of public and clearly designated for that purpose at the local rules of the Council and the provisions advance notice to the public and media at least the meeting as required by law and with member certify that the individuals named therein were	ue and complete copy of the action taken by the g held on the date indicated in the attachment, ct, and have not been amended or rescinded in a duly and publicly held in accordance with a of which was timely served on each member of the prominent place easily accessible to the the principal office of the Council pursuant to of Chapter 21, Code of Iowa, upon reasonable exenty-four hours prior to the commencement of the public present in attendance; I further on the date thereof duly and lawfully possessed of that no Council vacancy existed except as may versy or litigation is pending, prayed or ation, existence or boundaries of the City or the
WITNESS my hand and the seal of the C, 2018.	Council hereto affixed this day of
	City Clerk, City of Cedar Falls, State of Iowa
(SEAL)	

 $01538484\text{-}1\backslash 10283\text{-}163$ 



#### **MAYOR JIM BROWN**

CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

#### **MEMORANDUM**

Office of the Mayor

TO: City Council

**FROM:** Mayor Jim Brown

**DATE:** December 10, 2018

**SUBJECT:** Reappointment

I am recommending the following reappointment:

Name: Board/Commission: Term Ending:

Roger White Health Trust Fund Board of Trustees 12/31/2024

# **City of Cedar Falls Goal Setting Report** 2018

<u>Mayor:</u> Jim Brown

City Council:
Mark Miller
Susan DeBuhr
Frank Darrah
Dave Wieland
Tom Blanford
Daryl Kruse
Rob Green

#### Facilitated by:

Eric Christianson ISU Extension ejchr@iastate.edu (515) 231-6513 Jeff Schott jeff-schott@uiowa.edu (712) 262- 2264

## IOWA STATE UNIVERSITY

Extension and Outreach

**Community and Economic Development** 

# GOAL SETTING SESSION 2018

#### Introduction

The City of Cedar Falls requested Iowa State Extension and Outreach (ISUEO), along with Jeff Schott, to assist the city with goal setting. ISUEO agreed to organize and facilitate a process that involved the following steps:

- 1. Conduct interviews with the Mayor and City Council Members to discuss recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies, and suggestions to improve organizational effectiveness.
- 2. Conduct a preliminary session with department heads.
- 3. Conduct two goal-setting sessions with the elected officials.
- 4. Preparation of this final report.

#### **Goal Setting Work Sessions**

City Council Members and the Mayor held goal setting work sessions conducted by ISUEO on November 14 and 15, 2018. In attendance and participating at these meetings were Mayor Jim Brown and Council Members Mark Miller, Susan DeBuhr, Dave Wieland, Tom Blanford, Daryl Kruse, Rob Green, and Frank Darrah. Also attending were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, Director of Municipal Operations and Programs Mark Ripplinger, and City Attorney, Kevin Rogers. Jamie Castle, Building Official, and Mike Nyman, Water Reclamation Manager, attended only the November 14 session. Karen Howard, Planning and Community Services Manager, attended only the November 15 session.

In addition, the facilitators and City Administrator held individual meetings with the Mayor and City Council Members on October 29 and 31. A summary of those interviews is included with this report as Exhibit A.

Jeff Schott held a preliminary session with department heads on November 8 and also, with Eric Christianson, prior to the November 15 goal setting work session. In attendance at these sessions were City Administrator Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Public Safety Director/Police Chief Jeff Olson, Director of Finance and Business Operations Jennifer Rodenbeck, and Director of Municipal Operations and Programs Mark Ripplinger.

#### **Policy Agreements**

After review and discussion, the group reached general agreement on the following policy issues:

- 1. FY 19-20 Budgetary/Financial Goals:
  - Property Tax Goal Rate of residential inflation
  - Cash Reserves Goal Policy 15-25% of annual GF expenditures
  - Plan for FY 19-20 budget without state backfill
  - Storm water fee and sanitary sewer fees per 2018 Ordinances
  - Continue Bond Replacement Policy
  - Maintain fiscal discipline and maintain compliance with Financial Policies
- 2. Implementation of Major Capital Projects The following capital projects were identified as priorities:
  - Public Safety Building
  - Cedar River flood levee
  - Develop Master Plan/Financing Plan for Cedar River Recreational Project
  - Defective bridge repair program
  - LOST street repair program
  - Infiltration/Inflow Remediation
    - Develop plan
    - o Slip-lining
    - o Manhole repairs
  - Waste Water Treatment Plant:
    - o Plan for funding for future improvements.
    - o Evaluate regional WWTP concept
  - Sidewalk inspections and assessments
  - Dry Run Creek storm water improvements
  - US 58/Viking Rd interchange
  - West 1<sup>st</sup> St reconstruction
  - Center St trail
  - Expansion of trail/sidewalk systems
  - Industrial Park expansion
  - Main St improvements
  - Greenhill Rd corridor study

Staff provided a timeline of projects requested for funding from Black Hawk County Gaming Association.

- 3. Use of Flood Recovery Cash Reserves
  - Use of Reserves
    - Adopt Policy for Use: May include natural, disasters, floods, straightline wind, tornadoes, etc.
  - Appropriate balance to be retained
    - o \$1.5 to \$2 million
  - Rename Fund
    - o Emergency/Disaster Reserve
- 4. Personnel issues staffing levels, staff transitions, attracting/retaining quality staff
  - There was general support for staff's work towards revising the organizational structure in order to create a more "traditional" Public Works department.
  - There was general support for departments to evaluate staffing needs and request additional positions as necessary.
- 5. Continue Public Safety staffing initiatives:
  - Continue to grow the PSO program
  - Continue Council support for aggressively moving forward w PSO program
  - Maintain commitment to balancing police/fire staffing with PSO staffing
  - Monitor service levels and effectiveness
  - Develop/implement communication program to explain the PSO program to the public?
- 6. Specific Capital Projects
  - IA 58/Greenhill Rd intersection
    - There was general agreement to propose a city contribution to IDOT of approx. \$4 million to move the project forward in IDOT's 5-year Plan
  - River Improvement Project
    - Keep GO Bond funding at \$700,000
    - o Maintain ask for gaming commission \$1,250,000 \$1,500,000
    - o Funding of \$1,000,000 from Flood Reserve Fund
    - o Private fundraising request: \$800,000
    - Research additional grants & tourism dollars
      - REAP
      - Visitors & Tourism
    - Aim for total budget: ~\$3.8 million to account for potential cost overruns.

- 7. Economic development:
  - Budgetary Allocation of \$150,000 for marketing efforts
- 8. Visioning there was agreement as to the following sequence of visioning projects:
  - a. Downtown
  - b. College Hill
  - c. University Ave corridor
- 9. The following were identified as continuing priorities/ongoing commitments:
  - Continue flood recovery activities
    - o Island Park challenges
  - Continue proactive code enforcement, including a dedicated staff person.
  - Zoning Ordinance Revision/update
    - Evaluate alternative methods to encourage infill, redevelopment, and mixed use developments
  - City support of construction of new hospital and redevelopment of the existing property
  - Recodification of City Code
    - o ~60 page memo detailing primary changes to council Dec
    - o Committee meeting Jan, if needed.
  - Develop Stormwater/Grading Ordinance
  - Evaluate additional land acquisition for economic development
  - Evaluate adding new TIF Districts or re-establishing existing districts
  - Allocate additional General Fund revenues resulting from Unified TIF District close-out for future economic development projects
  - Parking study downtown
  - Collaborate with School District regarding school playground areas
  - Rec Center use/needs market/leakage study
  - Hearst Center use/needs study
  - Maintain Employee Wellness Program
- 10. Legislative Priorities: There was general agreement that the council should meet with the City's lobbyist and invite local legislators to meet with the council.
- 11. The participants agreed that the following policy issues should be discussed at future City Council Work Sessions:
  - Update re: agenda management software scheduled 11/19/18
  - Greenhill Rd corridor study scheduled 12/17/18
  - Compost facility
    - o monitoring
    - o capacity

- o emerald ash borer update
- Alley projects allocation of funds for permeable paving
- Special events insurance
- North Cedar Residential Development
  - Options for incentives
- Organizational Effectiveness (see item 13 below)

# 12. New initiatives for the Upcoming 24 Months

- Clarify language in budget regarding dispatch system
  - Organizational Goal 3 Long Term Objective Pg. 7 "working towards a 'county funded' system."
  - o Replace "working towards" with "exploring"
- Add full-time dedicated city communications coordinator
- Consider Establishment of University Ave Corridor TIF District
- Explore sustainability initiatives (in conjunction with CFU) Discuss Eric Giddens Report
- Discuss with MET to identify options for public transportation
- Communicate with Regional Workforce Development Agency to identify ways to retain recent graduates from UNI and young workers
- Great Places application (support staff's decision on whether to go forward)
- Pettersen Plaza redevelopment

# 13. Organizational Effectiveness Initiatives

Due to time limitations, review and discussion of these ideas relating to improving organizational effectiveness were deferred to a subsequent session.

# **Final Comments**

It was a pleasure to again assist the City of Cedar Falls with this goal setting process. We were particularly impressed with the level of cooperation and collaboration between the City Council and the staff.

Eric Christianson Iowa State University Extension and Outreach

Jeff Schott

December 10, 2018

#### **EXHIBIT A**

# CITY OF CEDAR FALLS GOAL SETTING – 2017 ELECTED OFFICIALS INTERVIEW RESPONSES

- 1. From your perspective, how is the City of Cedar Falls doing?
  - Doing really great (6)
  - Staffing challenges retirements, turnover (Engineering) (2)
  - Lots of projects underway lots of things coming up in next few years (2)
  - Stable financial position (2)
  - Doing well but can always do better
  - Doing well but potential clouds on the horizon national/regional economic issues, increasing interest rates, buildings without adequate parking
  - Financially responsible, strong financial position
  - Doing well but always areas for improvements
  - With exception of PSO issue, doing well
  - Doing things on cutting edge e.g., PSO some people having trouble with PSO
  - Good planning
  - Need to stay focused on key priorities
  - Accountability mixed per individual's view of government
  - Need to clarify roles and responsibilities Mayor, City Administrator
  - Attracting new businesses
  - Are we leading from behind or leading development?
  - We should be more proactive maybe we're too reactive

- 2. In your opinion, what are the key issues of paramount importance to the City of Cedar Falls that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the city's strategic vision?
  - PSO issue (5)
    - Reaching a point where public has accurate and clear understanding and consensus, address misinformation (3)
    - Need strategic plan
  - Form-based zoning (4)
  - Parking issues downtown and College Hill (4)
  - Revise Zoning Ordinance to reflect future needs of CF (3)
  - River improvements White Water project (3)
  - Increased economic development opportunities increased job growth (2)
  - Improving energy efficiency, sustainability (2)
  - Revisit restructuring of city staff from 4-5 years ago need to determine if
    we need more staff or redefine roles to ensure we are keeping up and not
    burning out staff
  - Work as a leadership team to define a clear VISION for where we hope to see CF in 20 years and identify strategies to get there
  - Update strategic plan
  - Establish expectation that council members and P & Z members attend relevant workshops and training opportunities
  - Streets repair and replace
  - Succession planning lots of excellent employees retiring
  - Infill development prioritize
  - Options for public transportation
  - Availability of housing esp. for first-time owners and younger workers
  - Retention of UNI graduates in the community
  - Status of "emergency fund"; level of fund balance
  - Implementation of plans being more proactive
  - Downtown plan
  - Complete Streets policy council commitment
  - How to deal with outside economic forces
  - Consequences of overregulation/wrong regulation of rental market
  - Issues regarding density/walkability/biking
  - Using Iowa City as a model for Cedar Falls not applicable

- 3. What specific issues or concerns would you like to see addressed at the council goal setting session on Nov. 13?
  - PSO Program (4)
  - PSO Program develop and disseminate strategic plan
  - Form-based zoning ordinance (4)
    - o Applicability of form-based zoning to CF
  - Revise Zoning Ordinance (3)
  - Make decision regarding the flood emergency fund; (3)
    - o Is it emergency fund or flood emergency fund? Rename?
    - o Level of fund balance to be maintained?
  - White Water time line & funding confirmation re use of flood reserve
  - Upcoming economic development initiatives
  - Economic development more focus on quality of life and general attraction of the community not just financial incentives
  - More specific initiatives related to sustainability (utilize info from Eric Giddens of UNI)
  - Take more seriously recommendations of the Bicycle Committee and implement as many as possible right away
  - More work with Waterloo and Cedar Valley to take advantage of regional grant funding opportunities
  - Work with UNI to help them achieve their goal of 13,500 students enrolled by 2023.
  - Review/discuss process/format/timeline regarding strategic plan
  - Retaining the character of downtown
  - Agreement on the CIP
  - Sustainable city budget
  - N Cedar residential development policy direction from council, financial incentives?
  - Affordable housing
  - Plaza downtown should there be city investment?
  - General conversation about downtown development
  - Definition of principal uses per Zoning Ordinance
  - Code enforcement issues
  - Incentives for economic development are they still appropriate given current and future economic conditions
  - Rental occupancy standards– parking requirements
  - Evaluate complete streets policy is this sensible and/or economical, especially considering Iowa weather (requirement for bike lanes)

- 4. Are there specific major projects that are currently under consideration by the City Council that you would like to see completed? If so, please identify them.
  - Form-based zoning (5)
    - o Emphasis on infill development
  - PSO (4)
    - Accelerate transition to a Public Safety Dept
  - Complete overhaul of Zoning Ordinance (3)
    - o And related ordinances (e.g., Subdivision Ordinance)
  - Greenhill Rd project (4)
    - o Evaluate alternatives re intersection treatments
    - o Round-abouts (2)
  - River improvement project (4)
  - White Water project (4)
    - Whitewater project move ahead using Flood reserve \$
  - Main St reconstruction (3)
  - Riverbank improvements
  - Parking next steps Downtown and College Hill (2)
  - Downtown streetscape plan (2)
  - Expand Main Street outward
  - Northern Industrial Park expansion is that an option?
  - Island Park drainage issues put plan together
  - More off-street bike trails
  - Finish trail Union Rd from 12<sup>th</sup> 27th
- 5. What <u>new priority initiatives</u>, programs or policies would you like the council to consider as part of this year's goal setting process?
  - Add full-time dedicated city communications coordinator/PR staff person
     (3)
  - Evaluate staffing needs (2)
    - Evaluate current staff workload address issues
  - Evaluate departmental organizational structure (2)
  - PSO program develop/adopt strategic plan
  - Expand solar gardens other sustainability initiatives (in conjunction with CFU)
  - Hire consultant to identify options for public transportation
  - Establish task force to identify ways to retain recent graduate from UNI and young workers

- Create venture/start-up investment fund to encourage new business development and growth
- Establish University Ave Corridor TIF District
- Develop Renters' Bill of Rights information for renters to know their legal rights and responsibilities
- Switch emphasis of National Night Out to neighborhood focus
- Consider dredging cedar River between CF & Waterloo is there value?
- Officially adopt NextDoor.com for neighborhood outreach
- Main St façade program funding to replace CDBG funding
- Economic development \$150,000 allocation for conferences/marketing/recruiting travel
- Snow removal on on trails for joggers in winter
- Develop plan for relocation of Waste Water Treatment Plant
- Establish development regulations to enhance water quality/erosion control; evaluate SUDAS standards
- 6. Are there any issues regarding organizational effectiveness, decision-making processes, teamwork or related issues you would like to have discussed during goal setting?
  - Restoring/maintaining backfill (5)
  - Addressing rollback issue esp multi-residential (3)
  - Restoring home rule (3)
  - Water quality
  - Assignment of condemnation cost
  - Enhance penalties for animal abuse cases
  - Advocate for increased funding for UNI
  - Pursue state-wide public employee health plan
  - Change fireworks laws to allow cities to prohibit
  - Address ex parte communication issue on state-wide basis
  - Collect sales tax on internet purchases
  - Rental guidelines

- 7. Are there any issues regarding organizational effectiveness, decision-making processes, teamwork or related issues you would like to have discussed during goal setting?
  - How effective is council in setting a vision 7 different opinions? (2)
  - Staff does great job (2)
  - Continue holding council work sessions successful last year
  - Discuss scheduling of work sessions
  - Improve council budget review process
  - Succession planning transition planning
  - More opportunities for council socialization get to know each other, build relationships
  - Staff maintaining/retaining
  - Develop tools for enhance resident outreach by council
  - Do better job of including outside experts in decision-making process
  - Encourage council to do "ride-alongs" with staff, tours of city facilities, projects
  - UNI student liaison on council does that position have a purpose? Encourage liaision to ask questions, participate in discussions
  - Conduct internal climate assessment survey
  - Code enforcement responding back to council members re status of case
  - Develop tracking system for council correspondence/communications
  - Hold planning sessions/council goal setting off-site
  - Continue training for staff and elected officials (esp newly elected officials)
  - Restore sense of community in city hall
  - Ex parte communications
  - Time limitations for citizen presentations to council
  - Review procedures for reconsidering issues/policies previously acted upon by council

#### 8. Other comments

 Improve organization/format of goal-setting report (suggestions submitted)

#### CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

December 12, 2018

Honorable Mayor and City Council City Hall, 220 Clay Street Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, lowa approved of and authorized administration of a testing instrument for the position of Administrative Assistant. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tie scores are presented in alphabetical order.

	Combined Average	Veteran's	Total Points
Applicant Name	Test Score	<u>Preference</u>	With Preference
1. Brianne Bos	s 541		541
<ol><li>Emily Bienfa</li></ol>	ng 517		517
<ol><li>Jill Steinmey</li></ol>	er 504		504
4. Cindi Helges	son 503		503
5. Rebecca Jur	nker 502		502
<ol><li>Michelle Koh</li></ol>	nagen 492		492
<ol><li>7. Anna Nielse</li></ol>	n 489		489
<ol><li>8. Amber Heide</li></ol>	eman 477		477
<ol><li>Chelsea Bro</li></ol>	kaw 463		463
10. Melissa Bas	kerville 461		461
11. Karen Kuba	459		459
<ol><li>Kimberly Sm</li></ol>	nith 459		459
13. Amanda Blo	hm 430		430

Respectfully Submitted,

Robert Frederick, Commission Chair

Sue Armbrecht, Commissioner

John Clopton, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

Lisa Roeding, Controller/City Treasurer Mandy Thurm, Administrative Supervisor

Civil Service Records

#### CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

December 12, 2018

Honorable Mayor and City Council City Hall, 220 Clay Street Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, lowa authorized administration of an interview testing instrument for the entry position of Waste Water Treatment Plant Operator I. An applicant meeting the minimum qualifications of the position, including possession of ,or ability to obtain, a current State of Iowa Waste Water Treatment Operator Grade 1 certificate was interviewed. Listed below are the names of the candidates and their average interview score and applicable Veteran's Preference points.

	Average	Veteran's	Total Score
Applicant Name	Interview Score	<u>Preference</u>	With Preference
1. Jeremy Northrup	79	5	84
2. Patrick Reiman	79.5		79.5
3. Christian Robinson	78		78
4. John Koch	77.5		77.5
5. Matthew White	77		77

Respectfully Submitted

Robert Frederick, Commission Chair

Sue Armbrecht, Commissioner

John Clopton, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Stephanie Sheetz, Director of Community Development

Mike Nyman, Water Reclamation Manager Tyler Griffin, Water Reclamation Supervisor

Civil Service Records

# C E D A R F A L L S Toward

#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

# MEMORANDUM

**Legal Services Division** 

**TO:** Mayor Brown and City Council Members

FROM: Colleen Sole, Personnel Specialist/Human Rights Liaison

**DATE:** December 11, 2018

SUBJECT: Receive & File FY18 Human Rights Commission Annual Report

Attached for your review is the Cedar Falls Human Rights Commission's Fiscal Year 2018 Annual Report. Human Rights Commissioners will be in attendance at the December 17, 2018, City Council Meeting to briefly review the highlights of the report, and Commissioners will be available for any questions you may have.

The Commission asks that the FY18 Annual Report be received and filed at the December 17, 2018, City Council Meeting. If you have questions prior to the meeting, please feel free to contact me at 319-243-2712 or <a href="mailto:College.Sole@cedarfalls.com">College.Sole@cedarfalls.com</a>.

cc: Human Rights Commission

# CITY OF CEDAR FALLS, IA



HUMAN

**RIGHTS** 

COMMISSION

**ANNUAL REPORT** 

**FY18** 

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# **EXECUTIVE SUMMARY**

July 1, 2017 through June 30, 2018 continued progress for the Cedar Falls Human Rights Commission. This section summarizes these changes.

<u>Commission Legal Support</u>: Attorney Kevin Rogers is the Commission's primary legal counsel. Attorney Rogers is available to assist the Commission and staff with complaint processing.

<u>Local Claims Processing</u>: Local claim processing continued, offering mediation, fact-finding, and conciliation services to individuals who file complaints during the aforementioned timeframe. Continued efforts in encouraging mediation as a tool in the claims process resulting in fewer legal costs. Commissioners continued to actively serve as fact-finders to determine probable or no probable cause in claims reaching beyond mediation.

<u>Fact Finding:</u> Preparations involve copying and distributing files; file review by fact-finders, fact-finding planning meetings, contact with claimant, respondent, and witnesses, and the fact-finding session itself. Duration of the sessions vary, but can take several hours, followed by discussion and the writing of a "Probable" or "No Probable" Cause determination reviewed by the Commission's attorney. Total estimated time per fact-finding depends upon the merits of each case.

# **Furthering CFHRC Services:**

<u>Federal and State Ordinance Revisions</u> – Updates to Federal and State ordinance revisions are reviewed in order to maintain compliance with the Civil Rights Act and claim processing procedures.

<u>Annual Planning Retreat</u> – the Commission's first annual planning retreat was held April 2002 and proved beneficial in reviewing Commission accomplishments and establishing goals for the next fiscal year. As of May 2018, the Commission facilitated its 17<sup>th</sup> planning retreat and plans to continue annually. The 2018 Retreat included Representative Bob Kressig, City Council Member Rob Green, Iowa Civil Rights Director Kristin Johnson, and the Cedar Falls Human Rights Commission.

<u>Committee Goals</u> – Committees continue to develop annual goals to accomplish throughout the year. This information is included in this report.

<u>Finance and Funding</u> – review of Commission income and expenditures continued (see financial section of this report).

<u>Education/Professional Development</u> – the continued goal of the Education/Professional Development is to educate the community and the Commission. Commissioners attend various educational conferences and seminars to expand their knowledge.

<u>Human Rights Networking</u> – the Commission continued local, state and regional relationships with other human rights professionals and groups. Through these groups and individuals, commissioners and staff have established relationships with local State of Iowa Legislators and Iowa Civil Rights Commission Staff. Commissioners are strongly encouraged to attend Iowa Civil Rights and Human Rights League events to continue relationships and broaden their knowledge.

# **MISSION STATEMENT**

The Cedar Falls Human Rights Commission is responsible for enforcing the laws and educating the community regarding discrimination as provided in the Cedar Falls Code of Ordinances.

# **PHILOSOPHY**

The Cedar Falls Human Rights Commission is committed to:

- 1. Enforcing the laws regarding discrimination as provided in the State Code of Iowa and City of Cedar Falls Code of Ordinances.
- 2. Investigating complaints of discrimination in Cedar Falls.
- 3. Studying and attempting to eliminate discrimination in Cedar Falls.
- 4. Cooperating with state and federal agencies in law enforcement activities and developing civil rights educational programs.
- 5. Providing a pro-active approach to the education of the community, employers and employees on human rights issues, including support for local organizations.

# PRIMARY COMMITMENT

The Commission is concerned primarily with long-term goals and ways by which those goals are to be achieved. The Commission should establish objectives within its areas of responsibility and then focus on the desired results. There are two overriding questions that commission members should continually be asking themselves:

- 1. Are we working to achieve our mission on behalf of the community?
- 2. Given new information, new wisdom, and new possibilities, what should we strive to accomplish for whom and at what cost in the next year? The next five years?

# PRINCIPAL RESPONSIBILTIES

The principal responsibilities of the Cedar Falls Human Rights Commission include the following:

- 1. To advocate for human rights and serve as a link between the Commission and the community.
- 2. To establish policies that provide direction for the agency, reflect the values of the commission, and comply with applicable federal, state, and local laws and regulations.
- 3. To establish the long-range vision required to meet local community needs.
- 4. To plan actively for the future of the commission.
- 5. To provide spending suggestions to city personnel.

# COMMITTEE DESCRIPTIONS AND RESPONSIBILITIES

The Chairperson of the CFHRC serves as an ex-officio member to all of the subcommittees approved by the CFHRC.

<u>Executive</u> – This committee shall include the Commission Chairperson, the Vice-Chairperson, and Past-Chairperson. This committee assists in the preparation of the monthly Commission agenda, makes recommendations to the Commission regarding development of policies and procedures, and serves as primary contact with the Commission regarding legal matters and assist with the development of timely information to the Mayor, City Council, Press, and Public at large. The Executive Committee is also responsible for production of the annual report. This committee normally meets prior to the regular Commission meeting on the third Monday of the month.

<u>Finance and Funding</u> – This Committee shall consist of a minimum of three (3) Commissioners. This committee will work with the City's Commission Liaison and provide this individual with recommendations and requests to be included in the City of Cedar Falls budget process each fiscal year. The committee will also assist in researching additional funding streams for the Commission such as grants, cooperative agreements, workshops, etc. This committee meets as required.

<u>Education/Professional Development</u> – This combined committee shall consist of a minimum of three (3) Commissioners. The committee will incorporate the Commission efforts to develop a method to educate employers, employees, educating systems, and the public at large regarding human and civil rights issues. This committee shall also provide the entire Cedar Falls Human Rights Commission with information regarding local and regional trainings related to the area of human and civil rights. Responsibilities include the planning of the Annual Retreat. This committee meets as required.

<u>Cedar Falls 2020 and 2025 Vision and Strategic Plan</u> – This combined committee was formed with the intent to complete the request for the Cedar Falls Human Right's Commission's involvement in the Cedar Falls 2020 Vision and Strategic Plan. Responsibility of this committee was to continue the efforts of the vision. The Commission will review the 2025 Vision and Strategic Plan on an as needed basis. A committee will be created if there is a need.

# FY18 ACCOMPLISHMENTS & CHALLENGES BY COMMITTEE

# **EXECUTIVE COMMITTEE**

### Executive Committee Accomplishments:

- 1. FY17 Annual Report
- 2. FY18 ICRC COOP Agreement
- 3. May 2018 Retreat information and FY18 Goals
- 4. Continued communication and cooperation with local and state officials

# Executive Committee Challenges:

- 1. Maintain a full Commission
- 2. Explore the Commission's role
- 3. Support and attend committee meetings for continuity
- 4. Continue to build relationships
- 5. Review of City Ordinance No. 2661

# EDUCATION/PROFESSIONAL DEVELOPMENT COMMITTEE

### Education/Professional Development Committee Accomplishments:

- 1. Promoted the Commission through community education
- 2. Participated in Community Events
- 3. Supported Commissioner education
- 4. Continue to build community relations; UNI, Waterloo Commission on Human Rights, local organizations, and local and state officials

#### Education/Professional Development Committee Challenges:

- 1. Raise Awareness and Educate the community about discrimination issues
- 2. Attendance at local events
- 3. Educate Commissioners
- 4. Continue to build relationships with UNI, the Community, City Council, State Officials, and the Waterloo Commission on Human Rights
- 5. Implement Vision 2025

# FINANCE & FUNDING COMMITTEE

Currently all finance and funding decisions are made by the Commission as a whole. If there is a need for a committee in the future, one will be assigned.

# **CASE ACTIVITY**

Fiscal Year	2017	2018
Inquiries	13	16
Referred to Services other than Human Rights	1	2
Referred to ICRC or Other Jurisdiction	9	13
No Claim Received	4	0
Casas Opened	0	1
Cases Opened Open Cases	3	1 4
Mediation	0	0
Mediation Settled	0	0
Fact Finding Completed	0	1
Conciliation	0	0
Conciliation Settled	0	0
Public Hearing	0	0
Closed Case	3	0
Case Status	1 – Admin Closure 1 – NPC 1 – Transfer to State 3 – Pending 1 – Mediation Complete 1 – Fact Finding	1 – Fact Finding 3– Pending Admin Closure
	6 – EMP	4 – EMP
Area	2 2	
Basis(es)	4 – Color/Race 1 – Pregnancy 1 – Age	3 – Color/Race 1 – Age

# <u>KEY.....</u>

CLAIM STATUS			
NPC	No Probable Cause		
PC	Probable Cause		
MED	Mediation		
FF	Fact Finding		
PC/CON	PC, Move to Conciliation		
WD	Withdrawal		
RTS	Right-To-Sue		

AREAS
C = Credit
EDU = Education
EMP = Employment
PA = Public Accommodation

BASIS				
Race/Color		Religion		
Creed		National Origin		
Sex		Family Status		
Gender Identity		Marital Status		
Sexual Orientation		Age		
Disability		(Pregnancy)		

# ANNUAL BUDGET

Source	Received	<b>Dollars Spent</b>	Balance
General Fund	\$ 1,500.00	\$ 551.48	\$ 948.52

# TRAINING/CONFERENCES/EVENTS

- 1. Pride Fest (08/17)
- 2. UNI Social Justice Class (09/17-12/17)
- 3. FY18 ICRC COOP Agreement approved by City Council (10/17)
- 4. Annual Freedom Fund Banquet (10/17)
- 5. Cedar Valley Conference on Diversity and Inclusion (10/17)
- 6. Young Leaders in Action (10/17)
- 7. Greater Cedar Valley Economic Inclusion Summit (10/17)
- 8. Annual Iowa Civil Rights Symposium (10/17)
- 9. Greater Cedar Valley Alliance & Chamber Bus Tour (12/17)
- 10. FY17 Annual Report received and filed by City Council (12/17)
- 11. Cedar Valley United Nations Association Sponsored Events (12/17)
- 12. Martin Luther King, Jr. Banquet (01/18)
- 13. UNI Social Justice Class (01/18-04/18)
- 14. UNI CEEE Events (02/18)
- 15. UNI's Common Read (02/18)
- 16. African-American Children & Families Conference (02/18)
- 17. Iowa League of Human Rights (02/18)
- 18. LGBTQ Health & Wellness Conference (02/18)
- 19. Des Moines Civil/Human Rights Commission Symposium (03/18)
- 20. CultureFest (04/18)
- 21. Governor's Conference on LGBTQ Youth (04/18)
- 22. Community Cinco de Mayo Celebrations (05/18)
- 23. Cedar Falls Human Rights Commission Annual Retreat (05/18)

# **COMMISSIONERS SERVING DURING FY18**

	<b>Appointed</b>	Re-Appointed	Term Expires	
Willie Barney	09-25-08	07-10-17	07-01-20	
Todd Blanford	01-04-16	06-20-16	07-01-19	
Amy Bonebrake	02-16-15	07-01-16	07-01-19	FY18 Chair
Teri Jorgensen	05-23-11	07-01-16	07-01-19	
Susan Langan	05-13-02	06-18-18	07-01-21	
Spencer Luvert	07-26-99	07-10-17	07-01-20	FY18 Past Chair
Andrew Morse	07-10-17	06-18-18	07-01-21	
Kei-Che Randle	07-20-15	06-18-18	07-01-21	FY18 Vice Chair
Eashaan Vajpeyi	05-14-12	07-01-16	03-05-18	
Nicole Winther	04-12-04	07-10-17	07-01-20	
Jeff Zaputil	12-15-14	06-18-18	07-01-21	

# **SUPPORT STAFF FOR FY18**

Colleen Sole, Personnel Specialist & Human Rights Commission Liaison

Kevin Rogers, Cedar Falls City Attorney

# **CONTACT INFORMATION**

MAILING ADDRESS: 220 Clay Street, Cedar Falls, Iowa 50613

LOCATION: City Hall, Administrative Services Department

HOURS: 8:00 a.m. – 5:00 p.m., Monday – Friday

TELEPHONE: (319) 273-8600 or (319) 243-2712

FAX: (319) 268-5126

REGULAR MEETINGS: Third Monday of most months at 7:00 p.m.

MEETING LOCATION: City Hall - Duke Young Memorial Conference Room



#### **DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IOWA 50613

319-273-8612

# **MEMORANDUM**

**To:** Mayor Brown and City Councilmembers

From: Jeff Olson, Public Safety Services Director/Chief of Police

Date: December 12, 2018

**Re:** Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

# Name of Applicants:

- a) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer renewal.
- b) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor renewal.
- c) Beck's Taproom Grill & Deringer's Public Parlor (f/k/a Noble Oak), 314 Main Street, Class C liquor & outdoor service renewal.
- d) College Square Cinema, 6301 University Avenue, Special Class C liquor change in ownership.
- e) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service change in ownership.

#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**



CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

# INTEROFFICE MEMORANDUM

TO: Mayor Brown & City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

**DATE:** December 4, 2018

**SUBJECT:** Council/Mayor Salary Adjustments

Attached is a resolution showing the pay increases for elected officials for calendar year 2019. These are in accordance with State Code and City Ordinance as follows:

Per Iowa Code Section 372.12(8): By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation.

Per City Code of Ordinances Section 2-43 (council members) and 2-154 (mayor), an annual salary adjustment equal to the latest calendar year annual federal consumer price index, which was 2.1% for this past year.

<u>The approval of this resolution is a formality to document the state law and city ordinance.</u> The salary ordinance can be changed by a majority of the Council members, but it would not apply until after the 2019 local elections and thus start on January 1, 2020.

You may recall seven years ago, I presented in committee a history of elected official increases and a chart illustrating the different types of inflation factors that could be used. Whether you use the national CPI, the Midwest CPI, or the local valuation increases, the average increase over the 10 year period was not that substantially different. In fact in most cases the raises would have been higher, or would have fluctuated more. After the presentation, the Council did not decide to pursue changing the ordinance. However, if the council would like to discuss the issue again, the Council could look at amending the ordinance.

If you have any questions, please feel free to contact me.

# **PAYROLL RESOLUTION - ELECTED OFFICIALS**

CALENDAR YEAR 2019

NAME	POSITION	BAND	HOURLY	MONTHLY	ANNUAL
CITY COUNCIL					
Mark Miller	Council Member 1st Ward January 1, 2019			514.45	6,173.40
Susan deBuhr	Council Member 2nd Ward January 1, 2019			514.45	6,173.40
Daryl Kruse	Council Member 3rd Ward January 1, 2019			514.45	6,173.40
Tom Blanford	Council Member 4th Ward January 1, 2019			514.45	6,173.40
Frank Darrah	Council Member 5th Ward January 1, 2019			514.45	6,173.40
Dave Wieland	Council Member - At Large January 1, 2019			514.45	6,173.40
Rob Green	Council Member - At Large January 1, 2019			514.45	6,173.40
MAYOR'S OFFICE					
Jim Brown	Mayor January 1, 2019		44.766	7,759.44	93,113.28



#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

# INTEROFFICE MEMORANDUM

**TO:** Mayor Brown and City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: December 14, 2018

**SUBJECT:** FY20 Goals

Each year after the Council completes the goal setting sessions, detailed goals for the new fiscal year are finalized. Attached are the goals for FY20. This document takes the goals from the prior year and implements any new goals or changes in the current goals based on policies discussed by the Council in developing the CIP, the budget and establishing other priorities for the upcoming year.

After adoption, the goals are included in the budget document to be used as a reference during the fiscal year.

If you have questions regarding the goals, please feel free to contact me.

# CITY OF CEDAR FALLS CITY COUNCIL GOALS, SHORT TERM FINANCIAL PLAN & WORK PROGRAM FOR FISCAL YEAR 2020

#### **MISSION**

MAINTAIN AND IMPROVE THE SAFETY AND DESIRABILITY OF CEDAR FALLS THROUGH THE EFFICIENT DELIVERY OF PUBLIC SERVICES, AND THE ONGOING PRACTICE OF OPEN COMMUNICATION AMONG COUNCIL, STAFF, MAYOR, AND THE CITIZENS.

#### **ORGANIZATION GOAL 1**

Continue to provide a representative system, which identifies and anticipates concerns, problems, and opportunities, which are effectively addressed with thoughtful and decisive governmental actions.

# **Supporting Policies:**

- Set policies and guidelines, which provide broad direction to administrators who formulate management decisions to provide efficient service offerings and operations.
- As a policy-making body, interpret community needs and values and convey them to City staff through consistent legislative and policy actions.
- Continue to provide a forum for public input related to City actions through open public meetings, hearings, committees, commissions, task forces, local access cable television, and web-based media.
- Develop cost effective methods of informing the public of available ways to provide input to encourage wider participation in the various boards, commissions, task forces, and other support groups providing input to the City.

# Long Term & On-going Objectives:

- Continue to hold an annual joint meeting with Cedar Falls Utilities to discuss the impacts and strategies to deal with the on-going transfer of Utility funds in lieu of property taxes, franchise fees, use of right-of-way, TIF reimbursement, and support of entrepreneurship
- Hold joint meetings with policy making City boards such as the Library Board and the Planning & Zoning Commission.
- Consider holding when timely, joint meetings with the Waterloo City Council, Black Hawk County Supervisors, Cedar Falls Community School District and the University of Northern Iowa.
- Encourage the professional development of City Council members and advisory boards by providing staff facilitated work sessions, training sessions and innovative project presentations from other cities.

- Explore the potential of intergovernmental cooperation options with Waterloo, CFU, UNI, the County or other governmental bodies. Examples include: art & culture services, airport operations, public safety services, transit systems, economic development coordination, emergency response, sewer infrastructure, shared facilities or equipment.
- Continue work on joint CFU, Cedar Falls Schools and UNI projects.
- Discuss with MET to identify options for public transportation.
- Continue to develop 10-year community strategic plans at 5-year intervals.

# **FY20 Detailed Objectives:**

- Metro area objectives:
  - City of Waterloo
    - Support the creation of a Regional Airport Authority, if initiated and supported by the City of Waterloo.
    - Support the Police and Fire Chief level discussions expressing City support for the development of Fire and Police mutual aid agreements with the City of Waterloo that promote faster emergency response times and the reduction of callback expenses for both cities.
    - Promote the development of a metro fire station location study.
    - Common legislative goals
    - Waterloo use of Cedar Falls' refuse transfer station
    - Cooperative efforts to upgrade the consolidated public safety dispatch system and look for alternatives to keep dispatch costs low.
    - Cooperative use of sanitary sewer systems based on natural gravity flow basins
    - Cooperative sewer regionalization study
  - Monitor the efforts and benefit of regional economic development organizations.
    - Continue participation in the Cedar Valley Alliance to ensure Cedar Falls external marketing interests are best served.
    - Continue to monitor all economic development agencies (Community Main Street, College Hill Partnership, and Cedar Valley Alliance) to determine if cash subsidies result in services of value to Cedar Falls citizens and businesses.
  - Continue to maintain a Cedar Falls Visitors and Tourism Bureau.
    - Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.
- University of Northern Iowa objectives:
  - Enhance communication with the University of Northern Iowa to address public safety issues, parking, College Hill neighborhood issues, equitable payment for

- City services, sharing of facilities and the elimination of duplicated governmental services.
- Specifically study with UNI management staff the development of shared service contracts that involve policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development or usage.
- Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land allowing City funds to be used for site development.
- Communicate with Regional Workforce Development Agency and UNI to identify ways to retain recent graduates from UNI.

# Cedar Falls Schools objectives:

- Encourage the Cedar Falls Schools to maintain an elementary school in northern Cedar Falls consistent with the Northern Cedar Falls Citizens Visioning Committee recommendations.
  - Assist the Cedar Falls School District with infrastructure improvements that create parking areas, joint City/Schools playgrounds, building expansion areas and resolution of drainage problems at the North Cedar School site.
- Develop designs near public schools, which improve parking and pedestrian traffic conditions similar to Orchard Hill, Southdale, and Lincoln Schools.
- Coordinate with the Cedar Falls Schools the completion of the new neighborhood elementary school and park and a new or remodeled high school. As part of the process, identify existing local, county and state of lowa public facilities, programs and property to minimize duplication of services.

# Cedar Falls Utilities objectives:

- Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for projects they have completed in City TIF districts, subject to, CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.
  - City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1 for all completed City and CFU construction work within the Industrial Park TIF District to better position the City and CFU financially.
- Support CFU in the implementation of their water service programs as they are the sole governmental entity authorized by code to provide these services.
  - Implement public water special assessment programs if requested by CFU to install a public water system in unserviced areas such as northern Cedar Falls, Viking Place, Horseshoe Drive and other rural areas, if requested and financially supported by the majority of benefited property owners.
    - The City will commit CDBG funds if eligible to pay for service line connection for all residents who are income eligible and property taxes to pay for fire hydrants (consistent with the Cherrywood subdivision policy); CFU will pay

for all water line over-sizing and property owners will be responsible for all other expenses, less any other funding sources.

Explore sustainability initiatives in conjunction with CFU.

- Local governance objectives:
  - Maintain the issuance of the Mayor's "Updates" to include the status of accomplishing City Council priorities, major projects, upcoming activities and key information.
  - Maintain a program for orientation of new City Council members, including "Frequently Asked Questions," as suggested by City Council members.
  - Develop an "action plan" for accomplishing the City Council's planning goals. The
    action plan should define the steps that would be needed to accomplish each goal,
    identify who is responsible for implementation, and establish a timeline for
    implementing the goals on a quarterly basis.
  - Continue to incorporate into council agenda memos how the item being presented fits into the City Council's goals and priorities.
  - Develop a listing of governmental units, neighborhood groups and outside agencies that Council members would like to periodically meet with to discuss common interests.
  - Hold a meeting with a facilitator, the Mayor, City Council members and key staff to discuss goal-setting process/potential changes in format prior next year's goalsetting sessions.
  - Hold several special worksessions on council meeting Mondays to discuss larger policy issues, including Greenhill Road Corridor Study, Compost Facility, Alley projects, Special Events insurance, North Cedar Residential Development incentives, and organizational effectiveness.

### **ORGANIZATIONAL GOAL 2**

Maintain and improve effective communications and marketing programs for the citizens of Cedar Falls.

# **Supporting Policy:**

The City will continually explore and evaluate improved methods of communication with its citizens for the purpose of informing them of its activities and accomplishments.

# Long Term & On-going Objectives:

 Continue to investigate ways to increase the use of city newsletter, website, cable television, social media and fiber optics technology to communicate with the citizens of Cedar Falls.

# **FY20 Detailed Objectives:**

- Annually hold a City Council work session with representatives of neighborhood associations to discuss issues, concerns and priorities. The joint work session will allow neighborhood groups to hear from each other the range and scope of competing interests that must be weighed by the City Council.
- Develop a new public relations/marketing position that can proactively provide news about the City through social media and other traditional media sources.
- Maintain emergency response plans that:
  - Provide for flood evacuation plans for northern Cedar Falls, downtown areas and other properties located on flood-prone tributaries.
  - Provide maps and charts for public distribution that illustrate when select events occur during flooding.
  - Provide text, phone e-mail, or social media methods of providing notices to citizens of emergency events.
  - Provide door-to-door notifications by firefighters and public safety officers.

#### **ORGANIZATIONAL GOAL 3**

Deliver public services in a cost effective, efficient, professional, and timely manner.

# **Supporting Policy:**

 Ensure that the community's health, safety, and welfare are protected through the provision of essential, cost-effective public services.

# Long Term & On-going Objectives:

- Continue to monitor the City's capacity to provide adequate maintenance of its growing infrastructure. Maintain a long-term maintenance plan, including a contingency plan to respond to reductions in maintenance funds if encountered in the long term.
- Continue to identify and investigate appropriate activities/services for privatization.
- Continue offering an annual street repair program with RUT and LOST available revenues.
- Annually ensure that basic municipal services (police, fire, parks, sewers, roads, refuse collection) are offered while constantly developing methods of increasing efficiency in these essential services.
- Encourage citizen involvement with government to reduce costs. (Examples include: picking up leaves, moving cars to assist with more efficient plowing of snow, cleaning sidewalks, use of volunteers (examples are: Library, Community Center, Hearst Center, V&T), recycling and police reservists & fire volunteers as supplemental support staffing.)
- Increase the number of alternative staff in police and fire while improving services and reducing overtime costs by annually recruiting new citizen reservists, volunteers, public safety officers, and paid on call City staff.

- Periodically conduct an evaluation of the costs and benefits of participation in the Consolidated Dispatch Center and CJIS. Determine the fair share of costs that should be assigned to Cedar Falls while exploring a "county funded" system in the long-term.
- Maintain the Police Community Service Officer program to help supervisory personnel with office duties, allowing supervisors to work closer with the public and provide direction in the field supervision of down-line employees.
- Maintain staffing levels in all departments that reduce overtime by matching staffing levels to specific service demands as opposed to predetermined rigid standards.

# **FY20 Detailed Objectives:**

- Expand the City's Public Safety Officer (PSO). Review the need for expanding the Paid-on-Call (POC) program appropriately for each division as the PSO program's success may change the needs on the fire side. Review and expand other crosstraining programs, such as the police reserve program.
  - Actively solicit and encourage Police and Fire employees to participate in the POC and PSO program or other cross training programs because their availability from shift increases the range of time they are readily available.
  - Expand the use of PSO's and POC's to adequately staff fire stations without adding full-time staff or overtime expenses.
  - Ensure that all PSO's, POC's, reservists, Community Service Officers (CSO) and volunteers are treated as equals and with respect.
- Continue the use of supervisor performance measurement tools that hold first line supervisors accountable for daily staffing decisions.
  - Ensure that weekends and holidays for shift personnel are fully scheduled productive "work days."
  - Continue to manage fire shift overtime in the present manner that has reduced unneeded callbacks or staff scheduling that has reduced this expense with the use of volunteers, PSO's, POC's, part-time staffing or other cross trained positions. (Also see Goal 1, seeking to expand mutual aid agreements with the City of Waterloo to cover calls while select fire stations are deployed by either city.)
  - Reward via the performance pay system supervisors who successfully respond to workload demands with decisions that adequately protect the safety of employees and the public while prudently spending tax dollars that are devoted to overtime and callback expenses.
  - Negotiate collective bargaining contractual terms that allow the City to implement in Public Works and Parks 4-day, 10-hour workweeks to increase efficiency of operations, as appropriate.
  - Fully exercise management rights to schedule full staffing to avoid overtime expenses on days where known special events (i.e. Sturgis Falls & UNI Homecoming) will tax personnel resources.
  - Utilizing "calls for service", geographic location, population, roadways, response time data, and other data to evaluate the best locations for fire stations city-wide and determine if more cost efficient options are available working with and without

- the City of Waterloo. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.
- Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the Municipal Operations & Programs, Public Safety Services, Community Development and Finance & Business Operations Departments.
  - Dedicate a full time position as the Code Enforcement Officer position in FY20 to enforce parking, property maintenance codes, snow removal, zoning, housing, and building and nuisance codes.
    - Enforce 48-hour parking laws during and following snowfalls, when citizen complaints are filed, when violation is habitual or when the public's safety is compromised.
    - Code enforcement should focus predominantly on health & safety, property maintenance and over-crowding/over-occupancy.
    - Rental inspection should be on a 3-year cycle.
    - Minimum building maintenance code inspections and enforcement have expanded city wide and will continue to include the College Hill area.
  - Coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
    - Complete any remaining unimplemented consolidated inspection "business processes" to form a system that offers consistent application and interpretation of codes while providing inspection services in a timely and cost effective manner.
    - Complete the restructuring of operations outlined by internal audit that achieves consistency in inspections, improves staffing efficiency, and centralizes accounting processes.
  - Enhance Fire Prevention and Suppression programs.
    - Assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
    - Improve community fire safety, without adding new fire stations, vehicles and manpower, by maintaining the annual citywide smoke detector inspection of homes and businesses, recognizing that smoke detectors identify fire hazards at the earliest possible time.
    - Utilizing "calls for service", geographic location, population, roadways, response
      time data, and other data to evaluate best locations for fire stations city wide
      and determine if more cost efficient options are available working with and
      without the City of Waterloo. Ultimately, develop a fire station staffing plan that
      directs personnel to stations where the highest number of calls for service
      occurs.
    - Staff stations whenever possible with a combination of career, PSO, POC, parttime, ambulance and volunteer staff.

- Place firefighter protective gear in police patrol cars for faster response times and develop appropriate procedures and policies related to the use of this gear.
- Consider expanding the installation of compressed air foam systems (CAFS) in select police vehicles to provide faster fire suppression response times.
- The Fire Chief is encouraged to exercise his/her management authorities to implement fire station staffing plans, when timely and encourage the Battalion Chiefs to use management discretion in determining daily staffing levels using alternative staff.
- Complete the design and construction of a combined Public Safety building that would include fire and police operations and would not include additional space for regionalized training or city operated ambulance service.

#### **ORGANIZATIONAL GOAL 4**

Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

# **Supporting Policies:**

- Adopt a balanced budget, which is reflective of the community's economic climate and needs.
- Maintain a budget philosophy based on maintaining self-sufficiency in all of the City's major funds.
- Adopt a Capital Improvements Program annually which coordinates major capital expenditures and is responsive to property tax levies and the City's debt restrictions.
- Maintain a stable property tax rate in FY20, depositing annually funds in excess of operations expenses, including released TIF funds, in a capital reserve account for projects such as public safety center, economic development, public land acquisition, redevelopment or other one-time expenses as approved by the City Council.
- Evaluate each newly proposed service to determine the cost, relative importance and value of each service. Utilize these reports to determine the presence of unnecessary duplication within and among the various programs offered or sponsored by the City.
- Study methods of saving energy within City operations and implement changes where it is determined to be cost effective.

#### Cash Reserves

 The City will maintain an unreserved balance at year-end at a level determined by Council to meet cash flow requirements, emergency needs, and bond rating criteria.

- The minimum criteria shall be:
  - Maintain a General Fund cash balance of 15-25%, allowing for the seasonal cash flows. The City Council established Resolution 9054 that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level.
  - The Refuse Fund at 20-30%, but no less than \$500,000.
  - The Sewer Fund at 65-75%, but no less than \$1,500,000.
  - The Street Fund at 20-30%, but no less than \$1,000,000.
  - The Storm Water Fund at 10-20%, but no less than \$200,000.
- The City will establish an emergency fund and maintain the reserve balance at approximately \$1.5 to \$2 million. This fund will help cashflow repairs and staff costs if a catastrophic event would occur.

#### Revenues

The revenue projection process starts with estimates submitted by the departments for their specific areas. Finance reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and lowa League of Cities is utilized to project revenue trends and anticipated amounts. Finance using conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The City Administrator and the Mayor then review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made.

# Property Taxes

The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.

# Debt Service Levy

 Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Sartori Hospital and Cedar Falls Utilities.

# Tort Liability Levy

 The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.

# Employee Benefits Levy

- The City shall use the Employee Benefits Levy for:
  - The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers.
  - The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.

# Emergency Management Levy

- Levy for the design of an upgrade emergency radio system using the EMA levy.
- Once designed, support placement of all dispatch, 911 and emergency operation under one County-wide EMA levy.

# Transit Levy

 Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Tax revenues from the transit levy will be receipted into the General Fund.

# Band Levy

 Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.

# Library Levy

Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.

# Other City Taxes

- Sales Tax: The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund.
- Hotel/Motel Tax: The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to parks, lakes, trails, and recreational/cultural facilities.

# Fees and Charges

The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.

#### Investments

• The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.

# Intergovernmental Revenue

 Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.

#### Additional Revenue Sources

 The City will continue to search for additional revenues as a method of balancing its budget.

# Expenditures

- Current Service Level: Maintaining the current level of services will receive first priority for funding.
- Cost Effective Programs: The City will encourage technology and capital investment programs, which are cost effective and reduce operating expenses.
- o Infrastructures and Equipment: The City will continue the scheduled level of maintenance and replacement for its infrastructure and equipment.
- Local Option Sales Tax: The City will continue to spend 100% of the local option sales tax proceeds on street repair in accordance with the stipulations set by the voters and City Council resolution. City Council Resolution 15,596 provides that, "Zero percent (0%) of said local sales and services tax is to be used for property

tax relief. One hundred percent (100%) of the revenue generated in the City of Cedar Falls, lowa during each fiscal year from said local sales and services tax is to be allocated for reconstruction, repair or replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, lowa and not as replacement funds for the present funding levels, as authorized by the City Council of the City of Cedar Falls. lowa.

Reductions: To balance the budget, the City will attempt to avoid service reductions. If the situation arises, consideration will be given first to alternatives, which avoid employee layoffs, resist cuts in service and establish user fees. If reductions are necessary, parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions be made in internal functions as a first priority.

# Long-Term Debt

- Purpose of Debt: Debt will fund the design, inspection and construction of capital improvement projects; it will not be used for annual operating expenses.
- Debt Limit: The total general obligation debt will not exceed 5% of the total assessed value of real property.
- Debt Issuance: The issuance of new debt shall not exceed a replacement debt level. Whenever possible, existing debt should be refinanced to secure the lowest possible interest costs.
- Utilize self-financing where allowed or use of cash to fund one-time projects if excess cash reserves exist.

## Capital Improvement Program Financial Policies

- The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program. The CIP is prepared by the Finance & Business Operations Department, is reviewed by the City Administrator, Mayor and Department Directors, approved by the Planning and Zoning Commission with final approval by the City Council. Detailed descriptions and a summary of the CIP are located in the Capital Improvement Program section of this document.
  - Following is a list of policies pertaining to the Capital Improvements Program:
    - The City will make all capital improvements in accordance with an adopted capital improvements program.
    - The City will develop a multi-year plan for capital improvements and update it annually.

- The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
- The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and City priorities and whose operating and maintenance costs have been included in operating budget forecasts.
- The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- Equipment or projects that have a projected life span less than a bond's maturity will not be financed by the sale of general obligation bonds.
- General obligation bonds or revenue bonds will not be utilized to finance ongoing operating expenses.
- The City will determine the least costly financing method for all new projects.
- Maintain a long-term financial plan to address inadequacies in "City managed" infrastructure in unserved areas of the City and progressively add them to the CIP when cost effective and if consistent with long range growth plans.
- Adoption of the CIP shall however maintain a debt management strategy that emphasizes the protection of at least 25-30 percent of the City's debt capacity.
- Develop a plan that addresses competing projects, priorities and timing to meet this objective jointly by soliciting input from the Planning and Zoning Commission to ensure that projects are timely, unduplicated and supportive of long-range plans.
- The issuance of new debt shall not exceed a replacement debt level.
   (Typically ranging from \$3.0 \$4.0 million dollars every other year with CFU

utilizing the City's bank qualified financing capacity in off bond sale years.)

- In 2020, budget for a \$3.0 \$4 million dollar GO bond sale.
- Not use GO funding towards University Avenue project. Local Option Sales Tax funds and additional road use tax funds received from the state will be used towards this project.
- Use flood reserve funds for the projects that were identified on the CIP.
- Incorporate when timely, properly planned, safely engineered and financially feasible and design appropriate street and growth concepts in the planning and design of all capital projects.
  - Additional General Fund financial support for annual maintenance expenses to better landscape public roadways should be considered. (Also addressed below in the Annual Budget Financial Policies)
- Adopted FY20 CIP priority projects:
  - General Obligation Bonds
    - Bridge & Culvert Replacements (\$.59 million)
    - Cedar River recreation improvements (\$.70 million)
    - Infrastructure oversizing (\$.30 million)
    - School site park & street (\$.73 million)
    - Cedar Heights Drive reconstruction (\$.65 million)
    - Center Street Improvements & Trail (\$.48 million)
    - Greenhill Road extension (\$.65 million)
    - Greenhill Road & South Main intersection improvements (\$1.30)
    - Hudson & West 27<sup>th</sup> Intersection (\$.38 million)
    - Main Street Reconstruction (\$2.37 million)
    - West 1<sup>st</sup> Street (\$.64 million)
    - West 12<sup>th</sup> Street (\$.07 million)
    - Storm water improvements & drainage improvements (\$.19 million)
    - Hearst Center Expansion (\$.70 million)
    - Rec Center Expansion (\$.70 million)
    - Pickle ball and tennis courts (\$.06 million)
    - Project seeding (\$.05 million)
    - Roof additions to park restrooms (\$.03 million)
    - o Trails, trail safety repairs, and sidewalks (\$.69 million)
    - Fire bunker gear (\$0.18 million)
    - Fire engine replacement (\$.50 million)
    - Fire training facility (\$.50 million)
    - Issuance expenses (\$0.60 million)

Total = \$13.06 million

#### TIF

- Ridgeway Avenue bridge replacement
- Venture Way street extension
- Hudson Road/Ridgeway intersection
- o Comprehensive Plan & Zoning ordinance updates
- Entrepreneur incentives
- Prairie Parkway & Viking Road
- Ridgeway Avenue Reconstruction
- US 58 Interchange
- University Avenue 3<sup>rd</sup> Phase
- Viking Road Extension
- Land Acquisition
- o Roundabout landscape improvements
- Landscaping, alleys, brick replacement, wayfinding signage, parking, & utility improvements associated with streetscape improvements in Downtown and College Hill.

## LOST

- Annual resurfacing
- Annual reconstruction
- Seal coat
- West 1<sup>st</sup> Street
- o Cedar Heights Drive
- Center Street improvements
- Greenhill Road improvements
- University Avenue
- Permeable Alley Program
- o Bridges/culverts
- Main Street Reconstruction
- West 12<sup>th</sup> Street

#### Sewer Fund

- o WWTP
- Nutrient Removal/Facility Plan
- Slipline sewers
- I&I reduction
- Dry Run Creek sanitary sewer
- Oak Park sewer replacement
- University Avenue
- West 1<sup>st</sup> Street
- Sewer equipment
- Infrastructure oversizing
- Facility Master Plan Update
- Regionalization Study
- o Park Drive Force Main
- Sewer collection study
- Lift station pump repairs

- Refuse Fund
  - Refuse trucks
  - Recycling site expansion
  - Compaction equipment
- Road Use Taxes (Street Construction Fund)
  - Street equipment
  - Permeable Alley program
  - University Avenue
  - Signalized intersection upgrades
  - Traffic planning studies
- Flood Reserve Fund
  - Cedar River recreational improvements (\$1.0 million)
  - Center Street improvements (\$.5 million)
  - Flood Recovery (\$.3 million)
- Annual Budget Financial Policies
  - Implement the following FY20 budget practices:
    - Continue to maintain the practice of not relying on State operating assistance (including backfill after FY17) by using State aid, if provided, to fund one-time capital expenditures or non-reoccurring expenses.
    - In FY20, if budget reductions are required, all City services should be prioritized. This will allow for the most cost effective use of Federal Aid to pay eligible "essential" service operating expenses as, if the operating expenses are not reoccurring or if more efficient staffing can be achieved.
    - In FY20, continue the practice of reducing City financial aid to outside agencies
      if funding shortfalls are damaging the provision of essential services. Retain the
      practice of giving agencies notice annually of the anticipated elimination of
      funding the following fiscal year.
    - Budget cuts imposed by the State of Iowa have forced State, University, County, School and other non-City service agencies to seek City financial support. Requests for aid from any group will only be considered once annually during the annual budget process. Mid-year requests will be deferred to the next fiscal year unless they are emergency in nature. Financial aid will only be provided if there is not financial hardship on City offered essential services and the services proposed are not duplicated.
    - Applications for City funding support from UNI will only be accepted from the Vice President of Administration and Finance once annually. This process ensures that all UNI projects or programs seeking City financial aid have been approved by UNI management and prioritized.

- Develop the FY20 budget, limiting tax increases to no more than the rate of inflation for controllable costs.
- Dedicate future accumulating cash generated by mid-year budget reductions for one-time future expenses such as the Public Safety building, repurposing of City Hall, or other capital projects.
- Dedicate TIF release dollars generated by expired TIF areas to future economic development projects.
- Continue to analyze cost savings initiatives:
  - Evaluate cost-effective alternatives to keep City departments staffed and functional.
  - Continue the review of open positions as they occur.
  - Succession planning.
  - Public Safety Officer (PSO) program and alternative employment practices (e.g. P.O.C or other cross training programs.).
  - Explore sharing services with other jurisdictions.
  - Investigate the concept of a fee for services for public safety responses.
  - Study privatization of select city services.
- City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1<sup>st</sup> for all completed City and CFU construction work within the Industrial Park TIF District to better position the City and CFU financially.
- Escrow funds annually to pay accrued liabilities. The City will address annually
  these commitments by budgeting and depositing in a restricted account funds to
  pay these liabilities when they occur. By policy the City will not unfund these
  liabilities. (Escrow accounts include severance, payroll, liability insurance,
  vehicle replacement, data processing, workmen's compensation, long-term
  disability and all pensions.)
- Implement user fees for specific City services and evaluate the wisdom of implementing State authorized tax levies for statutory services, if the General Funds experiences financial limitations.
- Determine if yard waste collection programs need to be altered or expanded based on the efficiency of material collection, customer satisfaction and general cost efficiency.
  - Re-evaluate City-operated leaf vacuum collection rates to determine if they are set at levels that encourage property owners with small volumes of leaves to compost, mulch or utilize "City" container disposal methods; but ensure that the rate offers a cost effective option for property owners who must dispose of large volumes of leafs.

- Evaluate how the expansion of the hours of operation for the yard waste drop off site have impacted revenues and expenditures.
- Continue the City's marketing and public relations program that encourages environmentally safe methods of yard waste disposal and clearly informs citizens of the rules that must be abided by under the no burning ordinance.
- Review refuse fees to ensure that sufficient revenues exist to cover all costs related to refuse collection.
- Review sewer rental fees to ensure that sufficient revenue exists in the next several years to pay for EPA mandated treatment plant improvements and other sewer projects.
- Review storm water fees to determine if sufficient fees exist to pay for projected storm water costs outlined in the capital improvement program.
- The Cedar Falls Health Trust Fund shall only budget expenditure of interest income generated by the fund minus an interest income contribution into the fund's principal equal to the rate of inflation in health care. Principal should only be used in negotiating a development agreement for a new hospital or a health care provider.
- Interest income generated from the 411 Pension reserve fund shall be used to pay the required City contribution to annual 411 expenses. No portion of the principal shall be used for operating purposes.
- Road Use taxes shall only be deposited in the Street Construction fund with their use limited to street operations and maintenance purposes.
- Additional General Fund financial support for annual maintenance expenses to better landscape public roadways should be considered. (Also addressed above in the Capital Improvements Financial Policies)
- Maintain capital and maintenance reserve accounts generated from user fees set aside to pay for future capital repairs or facility replacement of benefit to the users contributing (examples include the Recreation Center, Aquatic Center, Hearst Center, Beach House, Big Woods Campground and golf courses).
- The CFU transfer made to the City in lieu of property taxes shall be deposited in the General Fund to off-set the cost of supplying City services. Transfer funds shall also be set aside in a capital account to finance various one-time capital projects.

- Require that all outside agencies seeking City financial support submit formal applications that are reviewed by a committee of staff members with recommendations forwarded to the Mayor and City Council regarding timely reporting, performance, public benefit, funding options and service priority.
- Maintain liability, work compensation and health insurance reserves as required by law or policy to support the City's self-insurance programs.
- Continue to monitor if the State of lowa continues to roll back commercial/industrial taxable values without long-term guaranteed backfill funding.
- Evaluate annually the ability of the Library Board to utilize Community Foundation Trust accounts to support select programs, operations and capital needs.
- Budget TIF qualified SSMID funds collected from Downtown and College Hill properties for payment to Community Main Street and College Hill Partnership rather than payment of City TIF debt.

# Long Term & On-going Objectives:

- See financial policies referenced in Organizational Goal 4.
- Continue to return City-owned property to the tax base to support revenue and economic development.

# **FY20 Detailed Objectives:**

- Legislative Priorities:
  - Maintain the strategy of utilizing the aid of various lobbying groups, such as the lowa League of Cities and the City's own lobbyist to influence legislative action related to municipal issues such as home rule, fiscal flexibility, unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pension, etc.). Continue to oppose any changes to tax increment financing laws that would impair its use as an economic development tool and continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.

#### Process Issues:

- Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's problems with revenue generation, as well as the negative impact of unfunded mandates, tax exempt and rollback legislation. Conduct pre- and post-legislative session meetings with area representatives annually.
- Continue to contract with a professional lobbyist to represent the interests of the City of Cedar Falls.

## State Issues:

- Support fully funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013.
- Support initiatives to control all public pension costs by returning the state funding of a portion of the Municipal Fire and Police Retirement System of lowa (MFPRSI) and increase employee contribution rates on a "prorated basis", if needed to maintain a solvent pension system.
- Support initiatives that maintain benefit levels but increase employee contributions to maintain a solvent pension system.
- Support the changing of the 411 Pension vesting period and elimination of the DROP program.
- Support the creation of a State legislative study committee to determine if the creation of a State-wide (standardized/centralized) public employee health insurance program would save taxpayers and public employees money without reducing benefits to employees.
  - Support the elimination of employee healthcare benefits as a mandatory subject of collective bargaining by creating a State system.
- Oppose efforts to eliminate state tax credits that are used for economic development projects including new business development and incumbent business expansion and to preserve historic tax credits.
- Support the state providing additional funding sources and flexible policies related to water, wastewater, and storm water infrastructure to meet the demands of increased environmental regulation for cities.

## Federal Issues:

- Federal transportation funding support for the Greenhill Road and 1st Street projects.
- EPA funding for federally mandated treatment plant improvements.
- Support CFU in securing federal grants to increase regional electrical distribution capacity and development or access to redundant fiber trunk services into the greater metropolitan area.
- Seek changes in EPA/DNR Rules Interpretation: Currently EPA/DNR staff in the Midwest is improperly interpreting rules related to sewer discharges, particularly during periods of wet weather that can overload treatment plants and collection systems. The result is forcing cities to spend millions of dollars to achieve compliance. The more restrictive federal rule interpretations since 2009 have placed Cedar Falls' otherwise compliant facilities into a frequent violation status that could dictate extreme sewer system and treatment plant designs to address rare wet weather flows. In essence the EPA/DNR has created a situation where many cities (including Cedar Falls) will be in ongoing violation with no reasonable means to achieve compliance. Communities will be forced into large expenditures that have no relationship to environmental needs or technology rule compliance.

 Continue to be a party in the lowa League of Cities law suit against EPA to seek judicial intervention on rule interpretation detrimental to Cedar Falls.

#### **ORGANIZATIONAL GOAL 5**

Preserve the community's physical, human, and aesthetic assets by assuring that "Quality of Life" services are available for the leisure, educational, cultural and personal enrichment of residents.

## **Supporting Policies:**

- Actively support the development of cultural, educational, recreational, and natural features, which make Cedar Falls distinctive.
- Endorse planned community growth, which protects the unique, natural, and historic features of Cedar Falls.

## **Long Term & On-going Objectives:**

 Continue to review and evaluate the ways in which the City and its agencies relate to issues of cultural diversity.

## FY20 Detailed Objectives:

- Continue planning for Hearst Center expansion/relocation by first performing a usage study.
- Complete a usage study to determine the viability to continue to design and plan for a Recreation Center expansion
- Complete the following quality of life projects in FY19 FY20:
  - Implement when financially feasible an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan.
  - Purchase land for future parks in developing areas in association with the Cedar Falls Schools when possible.
  - Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
  - Undertake the second phase of Greenwood Cemetery and Lookout Park Cedar River bank stabilization.
  - Complete the All Play Playground project.
  - Complete the Library Co-Lab project.
  - Pettersen Plaza Redevelopment project.
  - Park Master Plan update.
- Continue to implement portions of the park master plan for the Big Woods Lake, Gateway Park and Cedar City sites in 2020.

- Make additional improvements at the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.
- Develop and fund from increased hotel/motel tax revenues an annual Street Right-of-Way Beautification Wayfinding signage, bike network signage, and City Entrance Signage & Monument Program.
- Consider recommendations from City staff when alternative designs are appropriate based on safety, roadway efficiency and financially feasible. Typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.
- Evaluate portions of the Comprehensive Watershed and Sensitive Lands Study to protect these areas when financially feasible.
- Develop a policy to determine appropriate trails marked for removal of snow and inform public with a map of those trail routes.

## **ORGANIZATIONAL GOAL 6**

Create an environment conducive to economic development.

## **Supporting Policies:**

- Function as a catalyst to encourage and assist businesses to develop and expand in Cedar Falls.
- Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

# Long Term & On-going Objectives:

- Develop initiatives, when financially feasible, to support the economic development goals contained in the Vision 2025, College Hill Development, Downtown, Northern Cedar Falls Neighborhood Association, University Avenue Corridor District, and Commercial Development plans. Continue to update these plans as needed.
- Implement the long-term plan for the development of future TIF districts. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies (GCVA, CFU, EDA, IDED and IDOT (RISE) see New Objectives in Goal 1 above).
- Continue the plan for strategic purchases of flood prone properties in a systematic manner to retain viable areas based on quality of infrastructure, elevation and contiguousness.
- Prepare on a project—by-project basis an in-depth analysis of the long-term economic benefits vs. public investment/risk for each private/public cooperative economic development venture. (The analysis must conclude that the long-term financial benefit derived by Cedar Falls taxpayers clearly out-weighs the risk of public financial assets.)

## **FY20 Detailed Objectives:**

- Economic development:
  - Offer the same type of economic development incentives as other cities, in an effort to remain competitive.
  - Continue to utilize TIF increment to acquire land and develop the City owned land into marketable industrial lots.
  - Utilize TIF financing as a means to provide cash incentives to developers and business owners, when the request in consistent with adopted City economic development policies.
  - Provide property tax abatement based on current schedules when the project meets adopted job creation and tax base growth criteria.
  - Redevelopment utilizing TIF financing should be considered for projects on College Hill, in the Downtown, and in northern Cedar Falls.
  - Allocate funds in the budget to expand marketing efforts.
- Comprehensive planning, zoning, engineering and building:
  - Develop a grading ordinance for all new and existing developments.
  - Implement the City's new Comprehensive Plan by maintaining:
    - Design standards that protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
    - Growth, streets, street connectivity and walkability standards.
    - Encouraging the inclusion of more landscaping on City ROW, if it has a low maintenance expense.
    - Trails and on-road accommodation of bicyclists when safely designed.
  - Develop a revised Cedar Falls Zoning Ordinance. When the ordinance is developed consider:
    - Developing new zoning and traffic control regulations to better control density and parking problems citywide by reducing the number of multiple family and duplex conversions.
    - Requesting that the Planning and Zoning Commission consider new zoning regulation changes that limit or better control the conversion of single-family properties to rental uses as a means of protecting neighborhood stability and character.
    - Requesting that the Planning and Zoning Commission develop new zoning regulations, policies and land use plans that restrict development of non-profit uses on prime commercial sites along arterial streets.

- A Zoning Ordinance (and Subdivision Ordinance) that better accommodates features that encourage mixed uses, variable building setbacks, walkability, sustainability and street concepts.
- Requesting that the Planning and Zoning Commission develop as a part of the new zoning ordinance zoning map areas that are pre-zoned.
  - Select properties for residential development and pre-zone them, in an effort to speed the developmental process, identify neighborhood concerns and form developmental limitations in respond to founded neighborhood concerns.
- Consistent with the Comprehensive Plan support the annexation of additional lands into the City if requested by property owners to support community growth and development.
- Code enforcement and neighborhood preservation:
  - Evaluate annually the performance of the formally adopted the Landlord Accountability Ordinance (LOA).
  - Implement traffic and parking controls City-wide based on the results of community meetings, test cases and specific structural or safety limitations (street width, density, traffic flow and safety).
  - Enforce laws prohibiting illegal parking on private property (front yards and nonconforming lots).
  - Enforce over-occupancy regulations.
  - Continue to utilize parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
  - Analyze, when appropriate, the use of traffic calming devices to solve neighborhood traffic concerns.
  - Maintain a Targeted Minimum Property Maintenance Code Enforcement Program. (Also addressed in Goal 3, FY20 Detailed Objectives.)
  - Consider and implement appropriate ordinances discussed by the Single Family Conversion taskforce that limits the number of converted single family home in neighborhoods.
- Continue to seek ways in which to promote affordable housing including:
  - Review of City construction standards.
  - Determine if existing older homes can provide a market for affordable housing demand.
  - Target potential developers with RFPs if federal or state grants can be secured.
  - Continue a private/public partnership with Habitat for Humanity developing undeveloped or city-owned lots.

## Commercial and Office Development:

- Support the private development of commercial (retail & wholesale), professional office and industrial expansions to improve the City's residential to commercial/industrial land use mix from an 80/20 assessed value split to a 50/50 assessed value split.
- Consider development of diagonal on street parking within neighborhoods when it is structurally feasible and results in increased parking in areas where deficiencies exist.
- Develop Commercial and Business Park Plans along the Relocated Highway 20 corridor and establish a new urban renewal area if appropriate.
- Support the annexation of property south of US Highway 20, which can be immediately serviced with Cedar Falls water, sewer, police and fire protection, if petitioned by the property owner and establish a new urban renewal area if appropriate
  - Study the future use, ownership and corporate jurisdiction of land along the Highway 20 corridor, including cooperative arrangements with the City of Hudson if petitioned by property owners for annexation.

# College Hill:

 Continue to evaluate the impact of the College Hill Overlay District on surrounding neighborhoods.

## Northern Cedar Falls:

• Support the development of commercial uses in the NE corner of Lone Tree Road and Center Street and at the Lone Tree Road interchange.

### Downtown:

 Develop a downtown parking plan that maximizes the number of on-street and public parking lot spaces in FY19 and consider a pay-for-parking study. Utilize diagonal on street parking when it is structurally feasible and resulting in increased parking in areas where deficiencies exist.

## Industrial Development:

- Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.
- Reserve TIF increment capacity to allow for the payment of debt incurred by the cooperative construction of an interchange at Viking Road and US 58 between the City and IDOT.
- Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.
- Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for projects they have completed in City TIF districts subject to CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.

- Sartori site:
  - o Plan for the redevelopment of the Sartori site using current health trust fund monies.
  - Organize a staff and council committee to determine options and best uses for that site.
- Flood control, storm water, sanitary sewer and water improvement priorities:
  - Complete the river levee upgrade to a 500-year protection level project in FY19.
     Key areas of improvement will include:
    - Protection of the sewage treatment plant.
    - Protection of CFU (CFU project).
    - Connection of levee walls adjacent to the Western Home (addressed as a part of the CFU levee work).
    - Repair select weakened subsurface at the toe of the existing levee.
  - Complete select "priority" waste water treatment system improvements:
    - Increase sewer rental fees to cover costs of sewer infrastructure improvements.
    - Seek a judicial solution to EPA changes in rules interpretations or begin designing a treatment upgrade, prepare a financing plan, pre-set sewer rental rates and sell bonds to finance the project.
      - Seek federal grants to fund a portion of the project mandated by EPA, during the Alliance visit to Washington D.C.
- Street Improvement priorities:
  - Develop cooperative agreements with the IDOT to improve the following streets using Road Use revenues, Local Option Sales tax revenues, and General Obligation bonds, if necessary:
    - University Avenue (US58 to east city limits) 2016-2020 construction.
    - 1<sup>st</sup> Street (Hudson Road to Main Street) Consider a cooperative agreement similar to the project completed with the IDOT from Hudson Rd. to Union Rd. for construction in 2019-2021. (The majority of the City's match for the project will be financed with Local Option Sales tax revenues supplemented with General Obligation bonds, if available, for any expanded initiatives designed into the project.)

#### **ORGANIZATIONAL GOAL 7**

Select, train, motivate and retain highly qualified employees who represent the City in a professional manner.

## **Supporting Policies:**

- Provide an employee wage and benefit schedule that is competitive with other municipalities in the state of lowa and private enterprise in the metro area.
- Maintain clear lines and methods of communication between policy makers and staff.

- Treat employees with respect and expect, in turn, that they will treat citizens with respect.
- Encourage and support management and supervisory employees to be creative and innovative.
- The council supports the process of continuous quality improvement in the city government.

## Long Range & On-going Objectives:

- Continue to monitor the ability to attract and maintain quality staff.
- Maintain and adequately finance a merit pay system that rewards superior performance in an effort to retain key employees
- Expand public safety officer program and other cross-training programs for employees to improve service without increasing staffing.
- Seek methods of reducing the cost of employee health insurance by altering benefits, seeking greater financial contribution from employees and modify methods of employee health service delivery.

# **FY20 Detailed Objectives:**

- Continue to evaluate whether to fill an opening or proposed newly created position.
- Identify and implement opportunities to restructure, merge, or eliminate unnecessary positions when retirements or vacancies occur.
- Continue to update the city's employment strategies by developing and maintaining multi-year staffing and succession plans.
- Implement and keep up to date the comprehensive pay plan study that was completed in FY18.
- Complete the review of all non-union job classifications in FY19.
- Encourage all employees to utilize the City's wellness program.
- Update the staffing plan to address the impacts of employment attrition, retirements and the use of part-time, PSO's, POC's, reserves, volunteers or other cross training programs to respond to long-term staffing needs.



#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

# INTEROFFICE MEMORANDUM

**TO:** Mayor Brown and City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: December 14, 2018

**SUBJECT:** Non-Union Job Classifications

After the pay plan study was completed and adopted, the next step was to work with the consultant to update all of the non-union job classifications for full-time and part-time positions. We worked with the consultant to update language in a lot of the job classes and also to develop any new positions that came out of the study or that had been recently created. The consultant used the Job Description Questionnaires (JDQs) that employees had completed as part of the pay plan study and the current job classifications to create the new classifications. Attached are the seventy-eight job classifications that were updated. After approval, we will update our job classification binders that are on file in our finance and human resource areas.

If you have any questions, please feel free to contact me.



Job Title	Library Page	Job Code	709
Department	Library	Pay Band	1
ELOA OLALA	Man E and	Harton Otatus	Man Haisan

FLSA Status Non-Exempt Union Status Non-Union

Prepared Adopted

**Amended** 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Responsible for shelving all aspects of the collection materials in either alphabetical or numerical order, replacing misplaced books, and performing other related tasks.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Senior Librarian.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Shelve materials according to library classification systems (alphabetic, numeric, and alphanumeric).
- Straighten materials on shelves, bins, racks, etc.
- Read shelves for accuracy and re-shelve misplaced items.
- Empty indoor and outdoor book drops.
- Gather misplaced library materials and return them to the appropriate spots.
- Inspect returned items for damage; pull materials that need repair.
- Assist library patrons with using the online catalog, locating books or other materials, and other general questions.



## OTHER DUTIES AND RESPONSIBILITIES

- Perform routine support tasks for library staff,
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Alphabetical and numerical order
- Library filing and tracking systems
- English usage, spelling, and grammar

## **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing
- Provide courteous service to the public.
- Maintain regular and reliable attendance

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

No previous experience required.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent required.

## LICENSES/CERTIFICATIONS REQUIRED

None.

## **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to communicable diseases; working a flexible schedule including nights and weekends as assigned.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity; carrying and lifting items up to 40 pounds; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder motions while performing work activities.



Job Title	Office Assistant	Job Code	161
Department	Municipal Operations and Programs	Pay Band	4
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018

**Amended** 

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a wide range of responsible administrative and clerical duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Duties include: word processing, data entry, file management, photocopying, document imaging, processing incoming and outgoing mail, distribute documents, answering of telephones and responding to requests for information.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Visitors & Tourism / Cultural Manager or Cultural Supervisor.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Greet visitors, answer questions via phone and in person, and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.
- Manage online calendaring process by adding, editing, and submitting events.
- Create and update web content and design; maintain directory listings.
- Order and stock Visitor Center brochures or gift shop merchandise.



- Assist with the payroll process for the division.
- Assist in executing social media strategy in accordance with brand standards; create content, execute posts, and manage social media platforms.
- Write, format, and provide edited photos for monthly blog posts; design, format, and email blog posts and e-newsletters to subscribers.
- Coordinate and monitor advertising outlets; conduct advertising post analyses for social, digital, and traditional media; compile monthly results.
- Photograph events, attractions, and businesses in Cedar Falls for use on the City's website, newsletters, blogs, brochures, and social media.
- Deliver brochures to area hotels and visitor kiosks; create and maintain reports on visitor center traffic, brochure distribution, advertising, web traffic, and social media.
- Assist other staff with gallery exhibits and communication with artists.
- Prepare cash deposits, cash receipts, vendor payments, and financials for the division.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Social media platforms and trends.
- Practices and techniques of social media marketing and branding.
- Principles and practices of brand development and advertising.
- Communication and public relation skills; business English and spelling.
- · City and departmental ordinances, policies, and procedures related to areas of responsibility.
- Modern office procedures, methods, and equipment including computers and associated equipment.



## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative.
- Operate various types of office equipment including telephone, typewriters, computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years office experience including high levels of public contact.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

## LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events.

### **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



Job Title	Administrative Assistant	Job Code	154
Department	Various	Pay Band	5
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/5/2011	Adopted	1/10/2011
Amended	6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a wide range of responsible municipal bookkeeping, records management, administrative, and clerical duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Duties include: word processing, data entry, file management, photocopying, document imaging, processing incoming and outgoing mail, distribute documents, answering of telephones and responding to requests for information.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or manager.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Prepare department invoices for Council approval, submit invoices for payment, maintain supply and fixed assets inventories.
- Requisition supplies and materials, including the collection of uniform sizing.
- Process invoices as assigned and enter invoice data.
- Prepare and maintain a variety of files and filing systems.



- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside
  agencies, and other departments in a courteous manner. Receive complaints and questions and
  refer to appropriate department staff member for resolution; provide information on departmental
  and City policies and procedures as required. Monitor calls, visitors, and correspondence for
  department director, division manager, or supervisor.
- Collect and enter information for payroll and distribute checks to appropriate personnel. Process all requests and documentation of vacation, holiday, and sick leave within assigned area of responsibility.
- Assist City Clerk with maintenance of municipal records; distribute public records and information.
   Ensure that all filings and processing of information are in conformance with local, state, and federal ordinances, laws, and regulations.
- Process applications and payments for permits, fees, licenses, and other various certifications, registrations, and forms.
- Respond to inquiries regarding parking citations, payments, and account status.
- Prepare, type, and proofread documents, agendas, and reports. Enter data and information, track
  files and provide follow-up correspondence related to the area of assignment; take dictation and
  transcribe notes.
- Receive, sort, and distribute incoming and outgoing mail. Operate postage machine to prepare outgoing mail; operate computer equipment including loading paper into printers.
- Prepare and distribute agendas, packets, and minutes for meetings. Compile departmental
  financial and statistical reports, submit monthly financial transaction reports to the Board,
  distribute supplements to the City Code; may provide election forms and voter information upon
  request.
- Assist in conducting departmental statistical analyses.
- Research data needed to prepare and process collection notices. Correspond in effort to collect delinquent accounts. Monitor collection status and update records and necessary parties.
- Assist with recruiting and employment processing. Compile and update new hire materials, applicant processing, tracking, and correspondence. Process and mail Civil Service exams.
- Enter daily checks in the computerized cash register. Count, verify and prepare deposit records.
- Prepare and image various documents for the department and other departments as requested.
- Maintain and update subscription reports.



- Assist in designing layouts of reports and charts for presentations; issue plans and specifications to prospective bidders.
- Assist City Attorney with preparation of time-sensitive legal documents, such as contracts, memos, resolutions, ordinances, amendments to policies, and tracking of legal expenses.
- Assist customers with various processes available on City websites, process website
  updates/postings, and send automated email notifications.
- Prepare documentation and process transactions related to the City's refuse, yard waste, transfer station, dumpsters, and cart systems.

#### OTHER DUTIES AND RESPONSIBILITIES

- Assist in the orientation and training of employees.
- Maintain a calendar of activities, meetings, inspections, City vehicle registrations, and events for assigned department manager. Maintain schedule of meeting room events.
- May act as a Notary Public.
- Attend staff meetings and assist City employees. Answer questions, provide information, or refer
  to appropriate agencies or personnel.
- · Coordinate luncheons, travel, and registration for conferences or training.
- Perform other duties as assigned or specific to department.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- Basic mathematics.
- Basic principles and practices of record keeping and maintaining official municipal records.
- Basic techniques of document imaging, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Understanding of related City ordinances and department policies.



- Modern office procedures, methods, and equipment including computers and associated equipment.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.
- United States Post Office delivery service information.
- As applicable, audio/video equipment operation and procedures used for operating dubbing
  equipment and sound mixing boards. Techniques used with creating computer graphics,
  databases and spreadsheets for the television media environment using specialized software
  programs (i.e. Photoshop, Access, Excel), as applicable.
- As applicable, basic regulations in the Criminal Code of Iowa and procedures of the criminal justice system and procedures related to municipal fire operations.
- As applicable, electronic media, television broadcasting, or related fields.

## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- · Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Ability to be trained in electronic media, television broadcasting, or related field, as necessary.



#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

One year of experience of a combination of secretarial/administrative/clerical and bookkeeping with significant public contact, including experience with computer data entry, word processing, and spreadsheet applications.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented with specialized training in clerical/secretarial, financial, accounting, or bookkeeping procedures and practices.

#### LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact with frequent interruptions.

#### PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Library Assistant	Job Code	701
Department	Library	Pay Band	5
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 6/23/2014, 2/15/2016, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Assist library patrons with programs and services; shelve library materials and assist with cataloging and reference projects; perform services at the public services desks and business office; provide clerical and technical assistance to the professional library staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from either the Senior Librarian or Library Director.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provide library services to patrons; assist at public services desks, in technical services, and in the business office.
- Plan and participate in a variety of library programs developed for youth and adult patrons, including story hour, programming for adults, and others.
- Shelve and sort books and materials; check out materials to patrons; mend books and materials; issue library cards; prepare books and materials for circulation; check in books and other materials; empty book drop; look for lost books; make suggestions for purchase to professional staff.
- Assist with preparation of promotional and informational displays, materials, and promotional literature, in both physical and electronic formats.



- Provide clerical support for library supervisory and managerial staff; prepare correspondence;
   assist with filing, record keeping, and copying; answer telephones.
- Assist with closing facility; count money from transactions; put materials away and assist with general straightening up of library.
- Assist patrons in accessing materials; operate library equipment and computers and assist
  patrons in use of equipment; research and answer reference questions for patrons of all ages;
  schedule library meeting rooms and community center facility.
- · Assist with interlibrary loans.
- Maintain library's online catalog by ordering, receiving, and invoicing new materials, updating catalog records, and performing general catalog maintenance and data entry. Process purchase orders and invoices as assigned; verify purchase orders with invoices; enter data into computer; process and distribute payments as requested;
- Prepare and maintain a variety of files and filing systems; prepare, maintain, and update various records for the department or assigned area; verify and distribute information as requested; photocopy, mail, email, or fax materials as necessary; purge files as appropriate.

#### OTHER DUTIES AND RESPONSIBILITIES

- Perform special projects and programs as assigned; assist with development of programs and services.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Basic operations, services, and activities of a comprehensive library services program.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.



- Integrated library systems.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.

#### ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

#### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Two years of experience working in a library setting.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

### LICENSES/CERTIFICATIONS REQUIRED

None.

### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to bodily fluids/communicable diseases.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time; frequently carrying and lifting items up to 40 pounds and occasionally carrying or lifting items greater than 40 pounds; squatting, bending, kneeling and pushing, pulling, and reaching above the shoulder motions while performing work activities.



Job Title	Senior Services Coordinator	Job Code	805
Department	Municipal Operations and Programs	Pay Band	5
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	4/18/1997	Adopted	
Amended	5/9/1997, 7/1/1999, 8/25/2003, 11/14/2005, 7/1/2006, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a wide variety of responsible, confidential, and complex administrative, technical, secretarial, financial, payroll, and municipal records management duties on a day-to-day basis for an assigned department or division; represent the city in a variety of activities by promotion, coordination, and scheduling of those activities; serve as a liaison to other city departments, staff, volunteers, vendors, board members, members/clients, and the general public; schedule, train, and supervise paid and volunteer personnel, as applicable; provide administrative support to a Department Director, Division Manager, supervisor, membership/clients.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Maintain operating, administrative, and financial records, equipment, and supplies. Maintain fixed assets and inventory systems and records. Process purchase orders and invoices as assigned.
- Answer questions and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.
- Assist group tour planners by providing newsletters, itineraries, and trip details; serve as the main point of contact for various area attractions, hotels, and restaurants.



- Maintain municipal records; work with public and volunteers to distribute records and information needed; ensure that all filings and processing of information are in conformance with all applicable local, state, and federal ordinances, laws, and regulations.
- Supervise arrangement of facility and events: arrange chairs, tables, and equipment in
  designated rooms or other areas for scheduled group activities such as art exhibits, group tours,
  banquets, receptions, parties, group meetings, or events. Receive, store, issue, and operate
  equipment and supplies.
- Supervise and maintain volunteer program activities: scheduling, training, recruiting, planning, and recognition.
- Interpret services and policies to general public, vendors, and public agencies; participate in community meetings and organizational planning.
- Assist with cultural projects and activities or promotion of the city as a destination for visitors by disseminating information about seminars, conferences, classes, exhibits and public events to the media to accomplish program objectives.
- Prepare, type, word process, proofread, and independently compose a variety of documents including general correspondence, reports, memoranda, and statistical charts.
- Provide administrative, technical, clerical, and financial support to assist designated staff in the
  completion of their duties and responsibilities; assist in receipt, distribution, and preparation of
  mail; assist with operations of computer equipment including loading paper into machines.

## OTHER DUTIES AND RESPONSIBILITIES

- Prepare and maintain a variety of files and filing systems; prepare, maintain and update various records; verify and distribute information as requested; photocopy, mail or fax materials as necessary.
- Compile, maintain, produce and distribute various reports and mailings related to operations and services of a department or division: expenditure, revenue, events, paid and volunteer personnel, membership listings, gift shop, etc.
- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Provide membership with clerical assistance for fund raising activities, bi-annual newsletter, monthly renewal notices, record keeping, meetings and membership lists; scheduling assistance for projects and activities, and prepare bulk membership solicitation mailings. Notify patrons of activity schedules and registration requirements.
- Perform other duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Communication and public relation skills; business English and spelling.
- Postal regulations and rules, pertaining to bulk and mass mailings.
- Practices, procedures, methods and equipment used in processing invoices and accounts payable.
- Basic principles and practices of financial record keeping and reporting.
- Basic principles and practices of maintaining official municipal records.
- Basic payroll processes and related procedures and regulations.
- City and departmental ordinances, policies, and procedures related to areas of responsibility.
- Modern office procedures, methods, and equipment including computers and associated equipment.

## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative
- Operate various types of office equipment including telephone, typewriters, computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.



## **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

One year office experience including high levels of public contact and experience in bookkeeping including some experience with computer data entry equipment, and providing administrative and technical support to others.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in finance, accounting, or related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license preferred.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



Job Title	Administrative Assistant - Lead	Job Code	155
Department	Finance and Business Operations	Pay Band	6
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a wide range of responsible municipal bookkeeping, records management, administrative, clerical and specialized programming duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Assist in supervising and coordinating clerical and other program staff and activities.

Duties include: word processing, file management, answering of telephones, document imaging, cable television programming, and responding to requests for information.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or managers.

Provides assistance in supervising and coordinating clerical and program staff and activities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Organize, coordinate, and maintain City's document imaging systems.
- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside agencies, and other departments in a courteous manner. Receive complaints and questions and



refer to appropriate department staff member for resolution; provide information on departmental and City policies and procedures as required. Monitor calls, visitors, and correspondence for department director, division manager, or supervisor.

- Prepare, type, and proofread documents, agendas, and reports. Enter data and information, track
  files and provide follow-up correspondence related to the area of assignment; take dictation and
  transcribe notes.
- Operate postage machine to prepare outgoing mail; operate computer equipment including loading paper into printers.
- Organize, coordinate and maintain the City's document imaging system. Train administrative clerical staff and coordinate digital imaging projects.
- Coordinate special City projects and events such as the annual Business & Industry Awards banquet.
- Assist with recruiting and employment processing. Compile and update new hire materials, applicant processing, tracking, and correspondence. Process and mail Civil Service exams.
- Prepare and image various documents for the department and other departments, as requested.
- Assist in designing layouts of reports and charts for presentations; issue plans and specifications to prospective bidders.
- Post information from various City meetings to the City website.
- Operate audio for studio shows; program television shows for Channel 15, MediaCom and Public Access; provide general office support for Cable TV Supervisor and Video Production Supervisor.
- Assist other department staff as a back-up, including payroll and permits.

## OTHER DUTIES AND RESPONSIBILITIES

- Assist in the orientation and training of employees.
- Maintain a calendar of activities, meetings, inspections, City vehicle reservations and events for assigned department manager. Maintain schedule of meeting room events.
- May act as a Notary Public.
- Attend staff meetings.
- Answer questions, provide information, or refer to appropriate agencies or personnel.
- Perform other duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- Basic mathematics.
- Basic principles and practices of record keeping and maintaining official municipal records.
- Basic techniques of document imaging and associated scanners and plotters, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Understanding of related City ordinances and department policies.
- Modern office procedures, methods, and equipment including computers and associated equipment.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.
- United States Post Office delivery service information.
- Audio/video equipment operation and procedures used for operating dubbing equipment and sound mixing boards. Techniques used with creating computer graphics, databases and spreadsheets for the television media environment using specialized software programs (i.e. Photoshop, Access, Excel), as applicable.
- Electronic media, television broadcasting, or related fields.

#### **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.



- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Ability to be trained in electronic media, television broadcasting, or related field, as necessary

#### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Two years of experience of a combination of secretarial/administrative/clerical and bookkeeping, with significant public contact, including experience with computer data entry, word processing, and spreadsheet applications.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in business, finance, management, or a related field or an Executive Assistant diploma from a higher education institute.

## LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, photocopiers, scanners, plotters and audio/visual equipment; subject to high levels of public contact with frequent interruptions.

## PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Administrative Assistant - Lead	Job Code	155
Department	Municipal Operations and Programs	Pay Band	6
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a wide range of responsible municipal bookkeeping, records management, administrative, clerical and specialized programming duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Assist in supervising and coordinating clerical and other program staff and activities.

Duties include: word processing, file management, processing incoming and outgoing mail, distribute documents, answering of telephones, document imaging, and responding to requests for information.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or managers.

Provides assistance in supervising and coordinating clerical and program staff and activities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Prepare department invoices for Council approval, submit invoices for payment, maintain supply and fixed assets inventories.
- Reguisition supplies and materials.
- Process invoices as assigned and enter invoice data.



- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside
  agencies, and other departments in a courteous manner. Receive complaints and questions and
  refer to appropriate department staff member for resolution; provide information on departmental
  and City policies and procedures as required. Monitor calls, visitors, and correspondence for
  department director, division manager, or supervisor.
- Collect and enter information for payroll and distribute checks to appropriate personnel. Process all requests and documentation of vacation, holiday, and sick leave within assigned area of responsibility.
- Process applications and payments for permits, licenses and other various certifications, registrations, and forms.
- Prepare, type, and proofread documents, agendas, and reports. Enter data and information, track
  files and provide follow-up correspondence related to the area of assignment; take dictation and
  transcribe notes.
- Receive, sort, and distribute incoming and outgoing mail. Operate postage machine to prepare
  outgoing mail; operate computer equipment including loading paper into printers.
- Assist in conducting departmental statistical analyses.
- Assist with recruiting and employment processing. Compile and update new hire materials, applicant processing, tracking, and correspondence. Process and mail Civil Service exams.
- · Count, verify and prepare deposit records.
- Prepare and image various documents for the department and other departments as requested.
- Set up registration courses each season; assist patrons in registering for recreation courses; assist program staff with patron refund requests.
- Maintain applicant data files and correspondence; communicate with applicants on questions and status regarding applications submitted.

### OTHER DUTIES AND RESPONSIBILITIES

- Assist in the orientation and training of employees.
- Attend staff meetings and assist City employees. Answer questions, provide information, or refer to appropriate agencies or personnel.
- Perform other duties as assigned or specific to department.



#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- · Basic mathematics.
- Basic principles and practices of record keeping and maintaining official municipal records.
- Basic techniques of document imaging and associated scanners and plotters, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Understanding of related City ordinances and department policies.
- Modern office procedures, methods, and equipment including computers and associated equipment.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.

## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.



## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of experience of a combination of secretarial/administrative/clerical and bookkeeping, with significant public contact, including experience with computer data entry, word processing, and spreadsheet applications.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in business, finance, management, or a related field or an Executive Assistant diploma from a higher education institute.

## LICENSES/CERTIFICATIONS REQUIRED

None.

#### **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, photocopiers, scanners, plotters and audio/visual equipment; subject to high levels of public contact with frequent interruptions.

## **PHYSICAL CONDITIONS**

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Administrative Assistant – Library	Job Code	705
Department	Library	Pay Band	6
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018

Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Provide administrative functions for the Library Department, including assisting in processing accounts, purchasing, billing, and programming. The Library Administrative Assistant works closely with staff and volunteers to provide services to library patrons.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Library Director.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Sort and code invoices; enter invoices, approved library bills, and purchasing card purchases into Board Packet bills document as well as the bank and city system.
- Manage Friends of the Library invoicing and tracking, including entering invoice data, forwarding to the Treasurer for payment, and depositing/dispersing payment checks.
- Collect timesheets and enter employees' hours into payroll system.
- Collect receipts from all library purchasing card purchases.
- Procure office supplies and materials for multiple departments; update and maintain fixed asset and supply inventory.
- Assist in developing and presenting senior technology training programs and professional staff development seminars.



- Assist library patrons with locating books or other materials and other general questions.
- Calculate and deposit library revenues and reimbursements; enter into tracking spreadsheet.
- Coordinate the community center/senior services events.

### OTHER DUTIES AND RESPONSIBILITIES

- Perform special projects and programs as assigned; assist with development of programs and services.
- Attend and take minutes at Library Board of Trustees meetings; prepare board documents; forward approved board meeting agenda and minutes to the Reference Department.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Basic operations, services, and activities of a comprehensive library services program.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Integrated library systems.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes and regulations.

## **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public.



- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two to three years of experience working in a library setting.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented with one year of specialized training in clerical/secretarial, financial, accounting, or bookkeeping procedures and practices.

#### LICENSES/CERTIFICATIONS REQUIRED

None.

## WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to bodily fluids/communicable diseases.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time; carrying and lifting items up to 40 pounds; squatting, bending, kneeling and pushing, pulling, and reaching above the shoulder motions while performing work activities.



Job Title	Financial Clerk	Job Code	156
Department	Finance and Business Operations	Pay Band	6
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	1/5/2011	Adopted	1/10/2011
Amended	6/23/2014. 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a wide range of responsible municipal accounting, records management, administrative, and financial duties in support of and assistance to the management, supervisory, or other staff of an assigned department or division.

Duties include: word processing, data entry within accounts payable, payroll, billing and collections, file management, photocopying, processing incoming and outgoing mail, distribute documents, answering of telephones and responding to requests for information.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective department supervisor or manager.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Prepare department invoices for Council approval, submit invoices for payment, maintain supply and fixed assets inventories.
- Requisition supplies and materials.
- Process purchase orders and invoices as assigned, verify purchase orders with invoices, enter invoice data, process and distribute payments, receive and process payments and revenues from the general public and other departments.



- Prepare and maintain a variety of files and filing systems.
- Prepare, maintain, and update various records for the department or assigned area. Verify and distribute information. Photocopy, mail, fax, and purge materials as necessary.
- Answer the telephone and obtain information from and provide information to the public, outside
  agencies, and other departments in a courteous manner. Receive complaints and questions and
  refer to appropriate department staff member for resolution; provide information on departmental
  and City policies and procedures as required. Monitor calls, visitors, and correspondence for
  department director, division manager, or supervisor.
- Maintain various ledgers, registers, and journals according to established account classifications.
   Prepare correcting or adjusting entries, as necessary.
- Prepare printouts and checks for City Council meetings as assigned.
- Assist with collection and enter information for payroll processing, create and distribute checks to appropriate personnel, prepare payment vouchers for payroll withholdings. Assist with processing all requests and documentation of vacation, holiday, and sick leave within assigned area of responsibility.
- Assist with periodic payroll compilation reports, including monthly and annual printouts and maintain employee withholdings and 1099 data.
- Process applications and payments licenses and other various certifications, registrations, and forms.
- Prepare, type, and proofread documents and reports. Enter data and information, track files and provide follow-up correspondence related to the area of assignment.
- Receive, sort, and distribute incoming and outgoing mail. Operate computer equipment including loading paper into printers.
- Compile departmental financial and statistical reports and submit monthly financial transaction reports for various boards.
- Assist in conducting departmental statistical analyses.
- Research data needed to prepare and process collection notices. Correspond in effort to collect delinquent accounts via the credit bureau. Monitor collection status and update records and necessary parties.
- Process workers' compensation invoices and billings.
- Assist with recruiting and employment processing. Compile and update new hire materials; may assist with applicant processing, tracking, correspondence, and mailing Civil Service exams.



- Enter daily checks in the computerized cash register and take the City's daily deposit to the bank.
   Count, verify, and prepare deposit records of income from various departments/divisions.
- Prepare and document image various documents for the department and other departments as requested.
- Maintain and update subscription reports.
- Assist in designing layouts of reports and charts for presentations; issue plans and specifications to prospective bidders.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide clerical support to assist designated staff; orient new employees to the department.
- May act as a Notary Public.
- Attend staff meetings and assist City employees. Answer questions, provide information, or refer
  to appropriate agencies or personnel about matters related to Finance and Business Operations.
- Perform other duties as assigned or specific to department.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Invoicing and accounts payable procedures.
- Practices, procedures, methods and equipment used in posting invoices and collection of delinquent accounts.
- Basic mathematics.
- Basic principles and practices of record keeping.
- Basic techniques of document imaging, and retrieval of filmed/imaged documents.
- Pertinent federal, state, and local laws, codes and regulations.
- Basic payroll processes and related procedures and regulations.
- Understanding of related City ordinances and department policies.
- Modern office procedures, methods, and equipment including computers and associated equipment.



- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Policies and procedures related to labor union contracts.
- As applicable, techniques used with creating computer graphics, databases and spreadsheets using specialized software programs (i.e. Photoshop, Access, Excel), as applicable.

## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- · Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Ability to be trained in electronic media, television broadcasting, or related field, as necessary.
- Follow all safety rules and regulations of the department to which assigned.



## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of experience of a combination of financial/accounting/bookkeeping experience, including experience with computer data entry equipment and word processing or spreadsheet applications.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in finance, accounting, or related field.

## LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact with frequent interruptions.

## PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; occasional crouching, kneeling, and bending is required; occasional lifting or carrying of items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Information Systems Technician I	Job Code	210
Department	Finance and Business Operations	Pay Band	6
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	· · · · · · · · · · · · · · · · · · ·
Amended	6/12/1995, 2/21/2001, 8/25/2003, 3/28/2005, 6/11/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Support and maintain effective operations of all hardware, software applications, and peripheral equipment; assist, train, and assess the computer system needs of staff throughout the organization; provide technical assistance to staff relative to the various computer systems and their applications.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Network Administrator.

Exercises no direct supervision.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Install and assist in the maintenance of software applications, personal computers, terminals, printers, and other peripheral equipment; help assess needs of staff for equipment and programs.
- Assist computer users on systems and equipment; provide technical advice to personnel; answer questions and provide information to user departments; troubleshoot problems and debug systems; provide training on systems and equipment.
- Help install IBM mid-range system upgrades; recommend improvements and modifications to computer systems; prepare reports on operations and activities as requested; install and test personal computer hardware; monitor security system for network and assign passwords.
- Assist in maintaining records of system maintenance and repair through outside contractual agencies; perform minor repairs as necessary.



- Work with and make recommendations to vendors regarding problems with systems; maintain inventory of related equipment and supplies and distribute as appropriate.
- Assist in solving various kinds of use and resource problems directly or indirectly related to the system design, development, or implementation; assist in solving problems related to programming or data processing operations.
- Act as magnetic media librarian in storing tapes and diskettes of back up data from all
  departments within the organization; serve as librarian for all publications and training materials
  related to software applications; assist employees with accessing materials.
- Coordinate, maintain, and monitor daily operations of midrange computer system and networks; oversee operations of all systems and peripheral equipment; oversee and monitor the security of the network and systems.
- Assist with operations, maintenance, programming, and installation of telecommunications equipment and systems; maintain records related to systems and equipment.
- Perform daily system start-ups and end of day procedures for mainframe computers.
- Maintain usage records and run periodic reports as appropriate; record usage problems.

## OTHER DUTIES AND RESPONSIBILITIES

- Assist in a variety of special projects; provide information and assistance to computer consultants.
- Attend and participate in professional group meetings; stay abreast of technological changes or advancements in the areas of data processing, operations, new or updated software and hardware, and various applications; read and interpret technical publications and manuals.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Principles of computer technology including hardware and software.
- Internal structure of computer operating systems.
- Data communications equipment and peripherals.
- Operation of IBM or compatible microcomputers and disk operating systems.
- Active Directory.



- IBM iSeries and System Support Program.
- Methods and practices of installation and upgrading of mainframe and personal computer hardware and software.
- Basic database and file design theory and principles.
- Operational features of telecommunications systems and related equipment.
- Computer security systems and file protection schemes.
- Debugging and problem determination techniques and products.
- Current hardware and software technological advances and trends in the data processing field.

## **ABILITY TO PERFORM**

- Maintain confidentiality in the performance of duties.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

## **EXPERIENCE AND TRAINING GUIDELINES**

## **MINIMUM EXPERIENCE**

Zero to one year of experience in computer system support, including experience in the installation of computer hardware and software applications.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent with one year of experience.

#### OR

Graduation from a technical school, college, or university with a degree in network administration, computer science, or related field with no experience...

## LICENSES/CERTIFICATIONS REQUIRED

None.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; occasional exposure to outdoor weather conditions and close proximity to moving machinery/equipment; working alongside moving traffic on roads; electrical hazards.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for carrying or lifting greater than 40 pounds; sitting, standing, or walking for prolonged periods of time; frequent crouching, kneeling, and bending positions; occasional pushing, pulling, and reaching above the shoulder motions; general manual dexterity required for typing for prolonged periods of time.



Job Title	Code Enforcement Officer	Job Code	321
Department	Community Development	Pay Band	7
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	10/2018	Adopted	12/17/2018

Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Work closely with City staff to provide assistance for inspection, investigation, abatement, and enforcement to ensure compliance with established codes, ordinances, and regulations affecting the public interest, safety, and welfare.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Inspection Services Managera

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Work closely with other City departments to monitor and enforce a variety of applicable
  ordinances, codes, and regulations related to land use, nuisance abatement, health and safety,
  and other matters of public concern; serve as a resource and provide information on City
  regulations to property owners, businesses, the general public, and other City departments.
- Conduct field investigations and respond to alleged code violations, including but not limited to property maintenance, junk vehicles, and signage; issue citations if necessary based on City ordinances.
- Report observations from the field, including but not limited to erosion control issues, MS4 permit violations, and other storm water related issues.
- Prepare and issue official notices and initiate appropriate legal proceedings directed to the correction of code violations as related to the performance of the position.



- Conduct inspections for various violations, which may include sidewalks and snow removal; issue contracts for various enforcement activities if necessary.
- Recommend ordinance changes.
- Interact with and advise neighborhood associations regarding related code enforcement issues.
- Research, investigate, and compose reports dealing with code enforcement issues.
- Maintain a variety of logs and detailed records related to inspection and enforcement activities;
   monitor abatement progress; prepare notices of violation and remedy for correction.
- Mark vehicles that have been reported as abandoned; locate registered owners of vehicles; keep records of time and place vehicles were marked.
- Perform follow-up activities in cooperation with other departments to ensure timely cleanup of properties and removal of junk vehicles.
- Maintain good public relations through courteous and prompt attention to all citizen requests for services.

## OTHER DUTIES AND RESPONSIBILITIES

- Prepare documents for submission to City Attorney to file a complaint for non-compliance; testify in court as necessary on behalf of the City; participate in hearings and make appropriate recommendations.
- Attend and participate in professional group meetings, seminars, and conferences; stay abreast
  of changes in various pertinent codes and regulations.
- · Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a municipal code compliance program.
- Legal procedures as it relates to the enforcement of regulatory codes.
- Principles and methods of investigation utilized in code enforcement.
- City services and organizational structure as they relate to code compliance.
- Principles and procedures for thorough and detailed record keeping and basic report preparation.



- Modern office procedures, methods, and equipment.
- Pertinent federal, state, and local laws, codes, and regulations.

#### **ABILITY TO PERFORM**

- Interpret and apply pertinent federal, state, and local laws, codes, and regulations.
- Enforce necessary regulations with firmness and tact.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department.

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two to five years practical experience enforcing codes and ordinances related to planning, zoning, building, the environment, or health and safety.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent in addition to at least five years of experience in public sector code enforcement or a related field

#### OR

Associate's degree in addition to at least two years of experience in public sector code enforcement or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate valid driver's license required.

Code Enforcement Officer or Property Maintenance Inspector certification preferred.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office/field environment; travel from site to site; exposure to outdoor and extreme weather conditions; work at heights on scaffolding and ladders; work on uneven surfaces; inspect in confined spaces; work alongside and around moving heavy construction and mechanical equipment.

## **PHYSICAL CONDITIONS**

Functions of this position may require maintaining physical condition necessary for heavy lifting, bending, crawling, kneeling, climbing, walking, standing or sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions; carrying or lifting items greater than 40 pounds; functions of this position may also require the operation of motorized vehicles and climbing ladders/stairs.



Job Title	Engineering Technician I	Job Code	220
Department	Community Development	Pay Band	7
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/11/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform technical inspection and design for the Engineering Division within the Community Development Department; perform sidewalk and driveway inspections and surveying; perform permit reviews; issue various permits; perform a variety of technical tasks relative to assigned area of responsibility.

#### DISTINGUISHING CHARACTERISTICS

Employees within this class are distinguished from the Engineering Technician II by the performance of more routine tasks and duties, including project design, construction inspection under the direct supervision of upper level staff, and responsibility for the city's sidewalk program and related inspections.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Principal Engineer.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Assist senior technicians with the preparation of engineering projects, including project design and preparation of cost estimates.
- Assist senior technicians with inspection of construction activities to ensure compliance with plans and specifications. This duty also includes the maintenance of project records.



- Coordinate the city's sidewalk replacement program; monitor construction contracts involving sidewalk replacement and driveway installation; inspect sidewalk and driveway construction activities and complaints; conduct final street inspections upon completion of construction.
- Ensure compliance with construction specifications, plans, and federal, state, and city codes, regulations, and ordinances.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit work is performed in the right-of-way.
- Prepare, maintain, and update a variety of files and records, including permits, daily logs, and construction progress; conduct street and excavation inspections including curb and street replacement and ground compaction; prepare records of street inspections.
- Prepare and participate in land, design, construction, and topographic survey projects including the collection and interpretation of survey information, staking construction projects, and determining sidewalk and driveway elevations.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Assist with the coordination of assigned engineering projects including drafting upcoming construction projects; draw and update city maps; record and catalog new developments and subdivisions.
- Update city maps; conduct traffic counts and maintain the traffic map.
- Prepare detailed engineering drawings with AutoCAD computer software
- Assist in the maintenance and updating of computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Assist in the review and monitoring of compliance under the City's storm water management program.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Engineering Division; conduct special projects and research.
- Assist in ordering the necessary engineering supplies and equipment.
- Perform other duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- · Basic drafting methods and techniques.
- Basic principles and techniques of computer aided design software.
- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in engineering projects.
- Principles, practices, and techniques of civil engineering, construction, contract administration, and land surveying.
- Basic mathematical principles and practices.
- Various technical survey instruments and equipment.
- Basic surveying methods, practices, and techniques.
- Pertinent federal, state, and local laws, codes and regulations.

### **ABILITY TO PERFORM**

- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Handle problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

No previous formal experience required. One year of technical engineering experience is preferred.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering or a related field.



## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.

## **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers. Field environment with exposure to inclement and potentially extreme weather; loud noises (>85dB); working in close proximity to moving equipment/machinery and alongside moving traffic; travel from site to site; irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; bending, crawling, kneeling and pushing, pulling, reaching above the shoulder movements during inspection activities; frequent carrying or lifting of items more than 40 pounds; climbing ladders/stairs; ability to distinguish color.



Department	Finance and Business Operations	Pay Band	7
FLSA Status	Non-Exempt	Union Status	Non-Union

Prepared 10/14/2015 Adopted

**Amended** 10/19/2015, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a variety of communications-related duties such as graphic design, website maintenance, social media support, presentation development, and writing and editing city communications and publications; coordinate the design, presentation, production, and distribution of printed and electronic materials; assist and support staff throughout the organization; and perform related administrative duties in support of the Information Systems Division.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Systems Manager.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Develop, design, and oversee the production and distribution of printed and electronic materials
  used by city departments for the positive promotion and operation of the city.
- Communicate and coordinate with internal and external parties to complete the above in the most cost effective, quality manner.
- Create, edit, proofread, and maintain written and electronic communications on the city's website, social media, advertising, press releases, brochures, and other promotional materials.



- Assist and support city staff with website and social media maintenance and content, electronic
  presentations, media and public information messages, and printing options.
- Provide oversight of the city's website and social media content and advise division management of necessary corrections.
- Ensure the city's brand management and adherence to brand standards for all outgoing communications.
- Manage and maintain digital files utilized in a print and electronic environment.
- Collect or take photos/videos to use in promotional/educational materials in a print or electronic environment.
- Provide information and technical assistance regarding print and electronic media, the city's content management system, electronic presentations, design and publishing software, etc.
- Purchase materials and supplies, and advise management of the most cost effective options.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings to stay abreast of technological changes or advancements in the area of print and electronic communications, operations, new or updated software and hardware, and various applications; read and interpret technical publications and manuals.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles of computer technology, including hardware and software.
- Principles and working knowledge of current personal computer hardware and contemporary computer graphics, design, and content management software.
- Principles of graphic design and website and social media maintenance.
- Principles of print and web page layout.
- Typography, spatial orientation, and basic design elements.
- Technological advances and trends in the field of communications, including graphic design, website maintenance, social media, and related areas.



 Computerized graphic design applications such as Photo Shop, InDesign, Illustrator, and content management systems.

## **ABILITY TO PERFORM**

- Provide excellent oral, written, and interpersonal communications to internal and external parties requiring a professional and disciplined civic-oriented temperament.
- Utilize clear, concise, copywriting, and proofreading skills with an emphasis on marketing and customer service.
- Provide strong creativity and energy to facilitate successful public relations and marketing strategies.
- Prioritize, organize, and manage a substantial workload.
- Maintain confidentiality in the performance of duties.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of experience in graphic design, graphic communications, marketing, public relations, or a related field.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in graphic design, graphic communications, marketing, public relations, or closely related program.

## LICENSES/CERTIFICATIONS REQUIRED

None.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; occasional exposure to loud noises (>85dB).

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; pushing, pulling, reaching above the shoulder motions while performing work activities; general manual dexterity.



Job Title	Payroll/HR Technician	Job Code	157
Department	Finance and Business Operations	Pay Band	7
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018

Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a variety of technical and analytical work involved in the administration of the city's compensation and human resource administration; including but not limited to payroll process, benefit and compensation administration and human resource management programs. Provide highly responsible technical and administrative assistance to the Controller/City Treasurer or other Finance and Business Operations Staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Controller/City Treasurer.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Process the collection of data and coordinate the entering of information into computer for payroll process; confirm accuracy of payroll processing and distribution of checks to appropriate personnel; coordinate the preparation and payment of vouchers for payroll withholdings; produce periodic payroll compilation reports, including monthly, quarterly and annual printouts; maintain files regarding employee withholdings; ensure conformance with all applicable laws, regulations, and procedures.
- Process changes in employee job classifications, pay rates, benefits, deductions and other changes necessary for payroll or personal record processing.



- Meet with new employees regarding employee benefits, forms, and policies; assist terminating employees with information related to the continuation of any benefits, return of city property, and final paperwork.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the review and coordination of benefits, work with and assist city employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; and monitor compliance with Family Medical Leave and Military Leave.
- Prepare various reports related to personnel management functions as assigned by the Controller/City Treasurer.
- Ensure compliance with city policies, procedures, laws and regulations pertaining to human resource management activities and services.
- Prepare and document image various personnel records for the City and maintains the confidentiality of the records; assist with the release of any employment related information.
- Prepare, type, and proofread documents and reports. Enter data and information, track files and provide follow-up correspondence related to the area of assignment.
- Assist in conducting departmental statistical analyses.

#### OTHER DUTIES AND RESPONSIBILITIES

- Provide clerical support to assist designated staff; orient new employees to the department.
- May act as a Notary Public.
- Attend staff meetings and assist City employees. Answer questions, provide information, or refer to appropriate agencies or personnel about matters related to Finance and Business Operations.
- Perform other duties as assigned or specific to department.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Practices, procedures, methods, and equipment used in payroll processing and posting invoices.
- Operations, services, and activities of comprehensive personnel management programs.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws.
- Basic mathematics.
- Basic principles and practices of record keeping.



- Basic techniques of document imaging and retrieval of filmed/imaged documents.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- All applicable federal, state, and local laws, ordinances, statutes, and regulations.
- As applicable, techniques used with creating computer graphics, databases and spreadsheets using specialized software programs (i.e. Photoshop, Access, Excel), as applicable.
- English usage, spelling, grammar and punctuation.

## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work; maintain these relationships in difficult situations.
- Work independently in the absence of supervision.
- Perform routine mathematical calculations.
- Type or word process at a speed necessary for successful job performance.
- Maintain confidentiality of information.
- Handle a variety of projects simultaneously and complete projects according to deadlines.
- Understand/follow instructions and communicate clearly and concisely, both orally and in writing.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Follow all safety rules and regulations of the department to which assigned.

## **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Three years of increasingly responsible experience in human resource management, payroll services, finance, or a related field.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in human resources, finance, accounting, business, public administration, or a related field.



## LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

## **PHYSICAL CONDITIONS**

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job TitlePlanner IJob Code322DepartmentCommunity DevelopmentPay Band7

FLSA Status Non-Exempt Union Status Non-Union

Prepared 1/19/1995 Adopted

Amended 6/12/1995, 2/21/2001, 8/25/2003, 6/23/2014, 9/15/2014, 10/16/2017, 12/17/18

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform professional level work in the field of planning and housing; various daily administrative, analytical, and technical duties related to the Section 8 rental assistance and Community Development Block Grant programs; provide information and assistance to developers, the general public, and outside agencies on planning, housing, and related policies and requirements; provide responsible staff assistance to the Planning and Community Services Manager.

## **DISTINGUISHING CHARACTERISTICS**

Employees within this class perform the full range of planning duties as assigned, including developing and implementing various planning projects. Employees at this level receive limited instruction or assistance unless new or unusual situations arise and are aware of the operating procedures and policies of the work unit.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Planning and Community Services Manager or Planner III.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:



# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

# **Planning**

- Meet with and advise architects, developers, contractors, engineers, elected officials and the general public regarding City planning and development policies and standards.
- Review, evaluate, and prepare written reports with recommendations to the Board of Adjustment,
   Planning and Zoning Commission, and City Council on various development projects.
- Assist in the development and implementation of goals, objectives, policies, priorities, and various planning projects for the planning division.
- Issue land use permits for residential, commercial, sign, and floodplain projects; assist in
  enforcing the city's zoning ordinance; notify property owners of code violations; respond to and
  resolve difficult and sensitive citizen inquiries and complaints; take photographs of current
  projects; review building site plans and issue related permits.
- Prepare and modify maps and drawings manually or with computer aided planning and design software; collect, organize, and update a variety of maps and files; prepare landscape design for public landscape improvement projects.
- Prepare grant requests for federal, state and local monies; collect, record and summarize statistical, demographic, and economic information; develop effective and efficient project models.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints concerning the city's planning function.
- Acquire property for any of the following situations: right-of-way, flood relocation, and/or redevelopment; negotiate property acquisition with property owners and other related parties.
- Assist in economic development projects.

# Housing

- Administer City's Section 8 housing program, as needed, which may include: meeting with landlords and tenants under the program; reviewing Section 8 funds; verifying income and eligibility of applicants; completing housing inspections to assess conditions, deficiencies, and repairs needed to meet minimum housing standards; preparing reports and informational materials; maintaining accurate records; conducting presentations; and keeping up to date with regulatory changes to the federal housing programs.
- Coordinate with Financial Services to prepare accurate and timely housing assistance payments (HAP) to landlords; calculate payments and pro-rated payments; assemble supporting documentation and process for distribution; prepare and execute repayment agreements for payments; maintain a log for the agreements and repayments; and submit repayment funds to Financial Services for processing and deposit.



- Perform daily financial management and provide unit months leased report to Financial Services for monthly reporting.
- Assist with the CDBG entitlement program, as needed, which may include: preparing and submitting HUD reports, required plans, and procedures required to implement CDBG projects and/or programs.

# OTHER DUTIES AND RESPONSIBILITIES

- May participate in a variety of planning related studies.
- Provide responsible staff assistance to the Community Development Department and other city departments; assist in special research projects as requested; prepare and present staff reports and other necessary correspondence.
- Attend professional association meetings; keep up to date on latest developments in federal housing assistance programs; monitor activities of federal and state governments related to funding of housing and community development programs.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles, practices, and research techniques of urban planning and development and economic development.
- Principles and procedures related to comprehensive housing programs.
- Section 8 program administration (i.e. Housing Choice Voucher or current program).
- Site planning and architectural design techniques and methods.
- Technical report writing.
- Theories of planning and economic development related to land use development and zoning.
- Minimum housing standards and fair housing laws.
- Laws underlying general plans, zoning, and land divisions.
- Modern office methods, practices, and computer equipment.
- Basic understanding of the structure and processes of local government.



- Pertinent federal, state and local laws, codes and regulations including those dealing with property owner and easement rights, right-of-way acquisition, and relocation assistance.
- Principles and practices of accounting and real estate.
- Principles and procedures of filing and record keeping.

### **ABILITY TO PERFORM**

- Read and interpret comprehensive building site plans.
- Analyze and compile technical and statistical information and prepare reports.
- Interpret and explain minimum housing codes.
- Compile, compare and present mathematical information and calculate variables, formulas and proportion variables.
- Use a variety of equipment and supplies involved in planning including a computer and computer aided planning and design software.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Effectively handle a work environment and conditions which involve working independently.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.



#### EXPERIENCE AND TRAINING GUIDELINES

# MINIMUM EXPERIENCE

One year of experience required in in urban planning, housing, or economic development. Experience through internships may be considered. As appropriate, experience is preferred with Housing Choice Voucher (HCV) program administration, daily client intake tracking, asset verification, federal/state housing programs, or general finance/accounting experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in planning, housing, urban design, landscape architecture, economic/community development, public administration or a closely related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Inspector Certification from the Iowa Association of Housing Officials or related certifications preferred as appropriate.

# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

#### PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title	Program Coordinator	Job Code	824
Department	Municipal Operations and Programs	Pay Band	7
<b>FLSA Status</b>	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018

**Amended** 

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Prepare and coordinate services, programs, and events for the Hearst Center; serve as a liaison to staff, volunteers, vendors, board members, and the general public.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Promote, schedule, and arrange the Hearst Center for room rentals, special programs, and other events.
- Coordinate bookings and receptions for exhibits and events, including setting up and arranging the space based on guest needs.
- Prepare contracts and/or agreements and handle invoicing for artists, performers, and other groups utilizing the space.
- Research potential guest performers and groups for event planning purposes.
- Coordinate public events, including but not limited to the Local Food and Film Festival and Pedal Fest.



- Coordinate volunteers to assist with various programs and events.
- Maintain audio visual equipment and piano servicing.
- Assist Marketing Assistant in preparing programming publicity content.
- Assist in the coordination and promotion of recurring events, including Final Thursday and Red Herring Theatre.
- Research and coordinate the weekly film series.
- Collaborate with the Education Coordinator to assist in cultivating relationships for outreach opportunities and programs.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend staff meetings as necessary.
- Serve as liaison to Friends of the Hearst.
- Prepare monthly reports and support front desk staff as needed.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, programming, and activities of the facility and targeted audiences.
- General departmental policies and regulations.
- Modern office procedures, methods, and computer equipment.

## **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Organize, prioritize, and meet the demands of numerous projects, activities and deadlines.



#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

One year of experience working in a cultural facility, public programming, or related field.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university in art education, art history, business, communications, or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

None.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; working closely with others. Occasional outdoor work as related to special events and community activities with exposure to outdoor weather conditions.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; may require squatting, crouching, kneeling, bending, pushing, pulling, and reaching motions during work activities; carrying or lifting items greater than 40 pounds.



Job Title Visite

Visitor & Tourism Coordinator

Job Code

791

Department

Municipal Operations and Programs

Pay Band

7

**FLSA Status** 

Non-Exempt

**Union Status** 

Non-Union

**Prepared** 

6/18/2018

Adopted

12/17/2018

#### Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a wide variety of responsible, confidential, and complex administrative, technical, and secretarial duties on a day-to-day basis for an assigned department or division; represent the city in a variety of activities by promotion, coordination, and scheduling of those activities; serve as a liaison to other city departments, staff, volunteers, vendors, board members, members/clients, and the general public; schedule, train, and supervise paid and volunteer personnel, as applicable; provide administrative support to a Department Director, Division Manager, supervisor, membership/clients.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Visitors & Tourism / Cultural Manager.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Answer questions via phone, in person, and email and provide information to the public, outside
  agencies, and other departments and divisions; receive, refer, or resolve citizen and client
  complaints and questions; follow up to ensure proper resolution.
- Assist group tour planners by providing newsletters, itineraries, and trip details; serve as the main point of contact for various area attractions, hotels, and restaurants.
- Supervise arrangement of facility and events: arrange chairs, tables, and equipment in designated rooms or other areas for scheduled group activities such as art exhibits, group tours,



banquets, receptions, parties, group meetings, or events. Receive, store, issue, and operate equipment and supplies.

- Supervise and maintain volunteer program activities: scheduling, training, recruiting, planning, and recognition.
- Maintain gift shop, including stocking, biannual inventory, biannual vendor payment, monthly sales reconciliation, and ordering gift shop items.
- Interpret services and policies to general public, vendors, and public agencies; participate in community meetings and organizational planning.
- Prepare, type, word process, proofread, and independently compose a variety of documents including general correspondence, reports, memoranda, and statistical charts.
- Provide administrative, technical, clerical, and financial support to assist designated staff in the completion of their duties and responsibilities; assist in receipt, distribution, and preparation of mail; assist with operations of computer equipment including loading paper into machines.

#### OTHER DUTIES AND RESPONSIBILITIES

- Prepare and maintain a variety of files and filing systems; prepare, maintain and update various records; verify and distribute information as requested; photocopy, mail or fax materials as necessary.
- Compile, maintain, produce and distribute various reports and mailings related to operations and services of a department or division: expenditure, revenue, events, paid and volunteer personnel, membership listings, gift shop, etc.
- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Communication and public relation skills; business English and spelling.
- Practices, procedures, methods and equipment used in processing invoices and accounts payable.
- Basic principles and practices of financial record keeping and reporting.
- City and departmental ordinances, policies, and procedures related to areas of responsibility.



 Modern office procedures, methods, and equipment including computers and associated equipment.

#### ABILITY TO PERFORM

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Use of independent judgment and personal initiative
- Operate various types of office equipment including telephone, typewriters, computers, printers, facsimile machines, photocopiers, adding and charge card machines, and vehicle.
- Interpret and apply administrative, departmental and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Two years office experience including high levels of public contact and including one year of experience in bookkeeping with experience with computer data entry equipment, and providing administrative and technical support to others.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent with additional specialized training in financial, accounting, or bookkeeping procedures and practices.

## LICENSES/CERTIFICATIONS REQUIRED

None.

### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; high levels of public contact and customer relations; subject to frequent interruptions; occasional irregular work hours, including evenings, weekends, and special events.



# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching above the shoulder; general manual dexterity for typing for prolonged periods of time; carrying and lifting items greater than 40 pounds.



Job Title	Arborist	Job Code	605
Department	Municipal Operations and Programs	Pay Band	8

FLSA Status Non-Exempt Union Status Non-Union

Prepared 1/19/1995 Adopted

**Amended** 6/12/1995, 7/1/1999, 8/25/2003, 6/28/2010, 6/23/2014, 4/18/2016, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

# POSITION DEFINITION

Provide skilled work in arboriculture and tree care. Coordinate tree care and maintenance service within the park section. Provide responsible staff assistance to the Public Works & Parks Supervisor.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Supervisor.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Perform a variety of tree maintenance activities including removal, pruning, trimming, etc. and application of herbicides, fungicides, and pesticides.
- Plan, participate, and oversee the planting of new trees; develop programs for care of trees.
- Identify equipment needs for each assigned project. Carry out prescribed work methods and procedures; maintain records of time, materials, and equipment usage.
- Operate and drive specialized equipment utilized in projects including loaders, dump trucks, aerial truck, tree spade, chippers, chain saws, and related equipment.
- Coordinate the work of assigned staff as appropriate.



- Train and mentor staff on use of equipment and procedures for tree care and maintenance.
- Maintain inventory of city-maintained trees; prepare surveys showing number, types, and condition of trees at city facilities and lands.
- Conduct inspections of trees at all city facilities and lands. Identify dead, diseased or damaged trees and remove trees as appropriate. Determine care and maintenance requirements for damaged and diseased species; remove stumps.

# OTHER DUTIES AND RESPONSIBILITIES

- Check vehicles, tools and equipment for maintenance and repair. Make minor repairs and report major repair needs to Public Works & Parks Supervisor and division mechanic.
- Assist in snow removal activities.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Arboriculture and tree care practices and techniques.
- Operation of all equipment and vehicles used in the City's arboriculture program.
- Principles of lead supervision and staff training.
- Various diseases indigenous to trees in the area.
- Safety rules and procedures for all applicable equipment and activities.
- Pertinent federal, state, and local laws, codes and regulations.

### **ABILITY TO PERFORM**

- Analyze and resolve concerns and issues in an efficient and effective manner.
- Communicate clearly and concisely, both orally and in writing.
- Effectively handle working on a variety of projects simultaneously.
- Establish and maintain effective working relationships with those contacted in the course of work including city officials, community groups, and the general public.



#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of experience in arboricultural operations and activities.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented by training in tree care and maintenance services and activities.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, Class B Iowa Commercial Driver's license (CDL).

Possession of, or ability to obtain, an appropriate state pesticide license.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Field environment; exposure to hazardous chemicals and materials, fumes, electrical hazards, dust, dirt and noise (>85dB); work in inclement and extreme weather conditions; work in close proximity to moving machinery, equipment, and traffic.

Work irregular work hours, including weekends, holidays, and extended hours in emergencies, disasters or other situations influenced by workload or staffing difficulties.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, stooping, climbing, or walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; kneeling and bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; operating a motor vehicle.



Job Title	Education Coordinator	Job Code	812
Department	Municipal Operations and Programs	Pay Band	8
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	2/1999	Adopted	
Amended	5/24/1999, 8/25/2003, 3/10/2008, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, develop, and coordinate materials, collections and collection materials, services, programs, and events; implement social programming goals and objectives; train and supervise volunteers and other personnel within the related and applicable programs; perform a variety of administrative and professional tasks in support of assigned area of responsibility.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cultural Programs Supervisor.

Exercises direct supervision over the Education Assistant, Ceramic Lab Technician, and Instructors.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Establish, maintain, and collaborate partnerships with community and other outside organizations to promote and instill an appreciation for the arts.
- Develop, plan, and supervise various activities and processes including classes, workshops, lectures, events for the community, and newsletter publication.
- Manage and present exhibits, collections, or other facility-sponsored programs.
- Collaborate on special programs, projects, and events with area facilities.
- As applicable, respond to and resolve sensitive citizen inquiries and complaints.



# OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide general support and assistance to assigned supervisor, including writing and managing grants.
- Assist other areas of the facility and perform related duties and responsibilities as required.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, programming, and activities of the facility and targeted audiences.
- Modern office procedures, methods, and computer equipment.

# **ABILITY TO PERFORM**

- Operate and use specialized tools, video and camera equipment, and projectors.
- Communicate clearly and concisely, both orally and in writing.

# **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two to four years of experience in art education, working in a cultural facility, or related work experience.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree in art education, art history, or related field, with two years of relevant work experience

#### OR

Associate's degree in art education, art history, or related field, with four years of relevant work experience.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.



# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; working closely with others.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time.



Job Title	Library Education Coordinator	Job Code	812
Department	Library	Pay Band	8
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	6/18/2018	Adopted	12/17/2018

Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

# POSITION DEFINITION

Plan, conduct, and facilitate education programs at the library. Oversee the operations of one or more specialized library services or areas that serve a wide range of customers in all facilities. Perform a range of specialized library tasks requiring a high level of customer service skills.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Services Librarian.

This position has no direct supervisory responsibilities.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Manage the monthly senior book club programs, including scheduling the book sets, checking book sets in and out, and sending book sets to club leaders or activity directors.
- Maintain calendar of book club meeting dates, time, and locations as well as records of books read by each group; update lists to keep current with new sets added and mail or deliver new lists to book group leaders.
- Correspond with book leaders to solicit feedback regarding book club memberships as well as other needs; research and procure resource and training materials as needed.
- Check in and reshelve book sets upon their return.



- Maintain inventory of all book sets in the collection, including checked-out materials and dates, locations of the sets, and due dates.
- Prepare and send overdue notices and invoice for lost materials.
- Manage the library's Homebound Patron service program; respond to requests for service from the public; interview patrons by phone or conduct home visits to determine eligibility; create new patron cards; interview and survey patrons regarding interests and preferences of materials; check and out deliver materials.
- Oversee the Reminisce Programs in senior centers, including scheduling and selecting kids for monthly programs; keep records of program attendance and report to supervisor; check in and maintain inventory of kits upon return.
- As applicable, respond to and resolve sensitive citizen inquiries and complaints.
- Report lists of new and weeded book sets on the State Library of lowa website.

#### OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide general support and assistance to assigned supervisor.
- Assist other areas of the facility and perform related duties and responsibilities as required.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Basic operations, services, and activities of a comprehensive library services program.
- Methods and techniques of cataloging and referencing library materials.
- Social and emotional development of older adults.
- Operational characteristics of library equipment and tools.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.



## **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

#### EXPERIENCE AND TRAINING GUIDELINES

## MINIMUM EXPERIENCE

Two years of experience working in a library setting.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an ALA accredited university in Library and Information Science.

## LICENSES/CERTIFICATIONS REQUIRED

None.

### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to outdoor and potentially extreme weather conditions.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time; frequently carrying and lifting items up to 40 pounds; squatting, bending, kneeling and pushing, pulling, and reaching above the shoulder motions while performing work activities.



**Job Title** Financial Technician **Job Code** Department

**Pay Band** Finance and Business Operations

**Union Status** Non-Union **FLSA Status** Non-Exempt

**Adopted Prepared** 2/1999

**Amended** 5/24/1999, 8/25/2003, 6/24/2013, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Prepare financial documents for budget, audit, capital improvements program, and cash management reporting; provide general and technical support to the Financial Services Division.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from Controller/City Treasurer.

This position has no direct supervisory responsibilities.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Prepare and maintain a variety of accounting and budgeting files, reports, and schedules; input, update, and retrieve financial data; run reports and distribute as requested.
- Assist in the preparation of the audit report; review and audit inventory and other documents; confirm accuracy; verify and maintain the documents
- Prepare and balance fixed assets.
- Prepare and maintain accurate inventory lists for all departments.
- Assist in compilation and preparation of Capital Improvement Plan.
- Prepare cash management report.

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- Prepare financial section for the Goals Reports.
- Conduct internal audit procedures in various Finance areas, including cash, payroll, and accounts payable.
- Process transactions and prepare necessary reports for the Cedar Falls Community Foundation and Sturgis Falls Celebration.
- Assist with a variety of human resource projects and duties.

### OTHER DUTIES AND RESPONSIBILITIES

- Prepare various financial and miscellaneous reports as requested.
- · Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Principles and procedures of financial and governmental fund accounting and reporting.
- · Pertinent federal, state, and local laws, codes, and regulations governing accounting.
- Basic mathematics.
- Basic principles and practices of record keeping, maintaining official municipal records, business letter writing, and basic report preparation.
- Basic techniques of microfilming, document imaging, and retrieval of filmed/imaged documents.
- Basic payroll processes and related procedures and regulations.
- City and departmental policies and procedures. Operations, staffing, services, and activities of the department.
- Modern office procedures, methods, and equipment including computers and associated equipment.
- English usage, spelling, grammar, and punctuation.
- Policies related to labor union contracts.



## **ABILITY TO PERFORM**

- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Work independently in the absence of supervision.
- Maintain confidentiality of information.
- Understand and follow oral and written instructions.
- Prioritize and handle a variety of projects simultaneously; complete projects according to deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Comprehensive knowledge of spreadsheet software.

#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four years of increasingly responsible clerical and technical accounting experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree in accounting or a related field.

## LICENSES/CERTIFICATIONS REQUIRED

None.

## WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers.

#### PHYSICAL CONDITIONS

Performing functions of this position may require maintaining physical condition necessary for sitting, standing, and walking; general manual dexterity required for typing for prolonged periods of time.



FLSA Status	Non-Exempt	Union Status	Non-Union
Department	Municipal Operations and Programs	Pay Band	8
Job Title	Hearst Coordinator	Job Code	818

Prepared 2/1999 Adopted

Amended 5/24/1999, 8/25/2003, 3/10/2008, 6/23/2014, 10/19/2015, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Plan, develop, and coordinate materials, collections and collection materials, services, programs, and events and implement social programming goals and objectives for the Hearst Center.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Cultural Programs Supervisor.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Plan and schedule the various exhibits for the Hearst Center; manage and present exhibits, collections, or other facility-sponsored programs.
- Develop, plan, and supervise various activities and processes including educational classes, workshops, lectures, events for the community, and publication related to those educational events.
- Coordinate, train, and supervise volunteers and personnel within the related applicable programs.
- Assist in hiring, assigning and directing work, controlling the quality of work, evaluating performance, and recommending disciplinary action for specified personnel.



- Acquire funding for Hearst Center programs and operations by researching funding sources and applying for appropriate funding.
- Collaborate on special programs, projects, and events with area facilities.
- Purchase supplies and materials needed for assigned program.
- Coordinate the promotion of programs via various publications, social media, website, and other media forms.
- Monitor, maintain, and assist with the upkeep of gallery conditions.
- Respond to and resolve sensitive citizen inquiries and complaints.
- Perform computer and data entry processing for social media and other website applications.

## OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in specified area; incorporate new developments as appropriate into programs.
- Provide support and assistance to the Cultural Program Supervisor, including writing and managing grants and prioritizing budget items and facility usage; attend staff meetings as necessary.
- Assist other areas of the facility and perform related duties and responsibilities as required.

#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operations, services, programming, and activities of the facility and targeted audiences.
- General departmental policies and regulations.
- Principles of training and coordinating.
- · Current demographics and characteristics of targeted audiences and funding agencies.
- Modern office procedures, methods, and computer equipment.
- Use of social media and web applications.
- Pertinent federal, state and local laws, codes and regulations.



- · Project management techniques.
- Fund raising, grant writing, leadership, supervisory, communication, marketing, public relations, and organizational practices and techniques.
- Audience development, including audience assessment and analysis.

# **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Work closely with and lead a broad range of people from a variety of professions and social situations.
- Organize, prioritize, and meet the demands of numerous projects, activities and deadlines.
- Effectively analyze and make sound judgments and decisions.
- · Manage and coordinate multiple budget items.
- Ability to train, motivate, supervise, and lead others.

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two to ten years of experience working in a cultural facility or related field.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in art education, art history, or related field with two years of relevant work experience.

#### OR

Associate's degree from an accredited college or university in art education, art history, or related field with four years of relevant work experience.

#### OR

High school diploma or equivalent with 10 years of experience working in a cultural facility or related experience.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.



## WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; working closely with others. Occasional outdoor work as related to special events and community activities with potential exposure to extreme and outdoor weather conditions.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; may require squatting, crouching, kneeling, bending, pushing, pulling, and reaching motions during work activities; carrying or lifting items greater than 40 pounds.



Job Title	Information Systems Technician II	Job Code	212
Department	Finance and Business Operations	Pay Band	8
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 2/21/2001, 8/25/2003, 3/28/2005, 6/11/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Support and maintain effective operations of all hardware, software applications, and peripheral equipment; assist, train, and assess the computer system needs of staff throughout the organization; provide technical assistance to staff relative to the various computer systems and their applications.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Network Administrator.

Exercises no direct supervision.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Install and maintain software applications, personal computers, terminals, printers, and other peripheral equipment; assess needs of staff for equipment and programs.
- Assist computer users on systems and equipment; provide technical advice to personnel; answer questions and provide information to user departments; troubleshoot problems and debug systems; provide training on systems and equipment.
- Help install IBM mid-range system upgrades; recommend improvements and modifications to computer systems; prepare reports on operations and activities as requested; install and test personal computer hardware; monitor security system for network and assign passwords.



- Maintain records of system maintenance and repair through outside contractual agencies; perform minor repairs as necessary.
- Work with and make recommendations to vendors regarding problems with systems; maintain inventory of related equipment and supplies and distribute as appropriate.
- Resolve various kinds of use and resource problems directly or indirectly related to the system design, development, or implementation; solve problems related to programming or data processing operations.
- Act as magnetic media librarian in storing tapes and diskettes of back up data from all departments within the organization; serve as librarian for all publications and training materials related to software applications; assist employees with accessing materials.
- Coordinate, maintain, and monitor daily operations of midrange computer system and networks; oversee operations of all systems and peripheral equipment; oversee and monitor the security of the network and systems.
- Complete operations, maintenance, programming, and installation of telecommunications equipment and systems; maintain records related to systems and equipment.
- Perform daily system start-ups and end of day procedures for mainframe computers.
- Maintain usage records and run periodic reports as appropriate; record usage problems.

### OTHER DUTIES AND RESPONSIBILITIES

- Complete a variety of special projects; provide information and assistance to computer consultants.
- Attend and participate in professional group meetings; stay abreast of technological changes or advancements in the areas of data processing, operations, new or updated software and hardware, and various applications; read and interpret technical publications and manuals.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Principles of computer technology including hardware and software.
- Internal structure of computer operating systems.
- Data communications equipment and peripherals.



- Operation of IBM or compatible microcomputers and Disk Operating Systems.
- Active Directory.
- IBM iSeries and System Support Program.
- Methods and practices of installation and upgrading of mainframe and personal computer hardware and software.
- Basic database and file design theory and principles.
- Operational features of telecommunications systems and related equipment.
- Computer security systems and file protection schemes.
- Debugging and problem determination techniques and products.
- Current hardware and software technological advances and trends in the data processing field.
- Computerized data processing systems, including machine capabilities and applications potential.
- Available computer software packages.

#### ABILITY TO PERFORM

- Maintain confidentiality in the performance of duties.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

# **EXPERIENCE AND TRAINING GUIDELINES**

# **MINIMUM EXPERIENCE**

Two to four years of experience in computer system support, including experience in the installation of computer hardware and software applications.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent with four years of professional experience

OR



Graduation from a technical school, college, or university with a degree in network administration, computer science, or related field with two years of professional experience.

# LICENSES/CERTIFICATIONS REQUIRED

CompTIA A+ certification or equivalent.

### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; occasional exposure to outdoor weather conditions and close proximity to moving machinery/equipment; working alongside moving traffic on roads; electrical hazards.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for carrying or lifting greater than 40 pounds; sitting, standing, or walking for prolonged periods of time; frequent crouching, kneeling, and bending positions; occasional pushing, pulling, and reaching above the shoulder motions; general manual dexterity required for typing for prolonged periods of time.



Job Title	Engineering Technician II	Job Code	221
Department	Community Development	Pay Band	9
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/28/2010, 6/11/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform highly technical inspection and design for the Engineering Division within the Community Development Department; perform land survey work and cost estimates; monitor and ensure site compliance; perform permit reviews; issue various permits; perform a variety of technical tasks relative to assigned area of responsibility.

#### DISTINGUISHING CHARACTERISTICS

Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series with minimal supervision, including project designs and inspecting public works projects. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Principal Engineer.

This position may provide lead direction to interns.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

 Assist with the coordination of assigned engineering projects, including designing, preparing cost estimates and specifications for a variety of engineering projects; compose municipal specifications; suggest and perform changes to project design.



- Monitor construction contracts; inspect and investigate construction activities and complaints; ensure compliance with construction specifications and plans and federal, state and city codes, regulations and ordinances.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare, maintain, and update a variety of files and records including daily logs, work orders, biweekly pay estimates and construction progress; maintain a variety of records including street
  ordinance grades, addressing, city and utility owned properties, street index, street surface
  mileage summary, and sanitary sewer tabulation.
- Prepare and participate in a variety of land, design, construction, and topographic survey projects including the collection and interpretation of survey information, staking construction projects, and making field adjustments.
- Review a variety of engineering documents including construction plans and specifications, preliminary and final subdivision plats, and parking lot and storm water detention plans; compose and review legal descriptions.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Update city maps; conduct traffic counts and maintain the traffic map.
- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of complex engineering calculations including earthwork quantities, and project quantities for payment.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors including driveways, encroachments and sidewalks; ensure permit work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing first level response to the public during the construction of public works projects.

# OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Engineering Division; conduct special projects and research.
- Monitor various river gauge stations throughout the Cedar Falls watershed.



- May provide technical or functional supervision over part-time, summer employees.
- Maintain city mapping records; plot the city's cross sectional mapping system.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Construction and engineering principles, practices, and techniques.
- Principles and procedures of construction and engineering inspections.
- Principles and techniques of computer aided design software and drafting methods.
- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in engineering projects.
- Civil engineering theory, principles, construction and maintenance practices and their application
  to a wide variety of civil engineering programs and projects, including municipal civil engineering
  programs.
- Principles and practices of contract administration and land surveying.
- Methods, materials, and techniques used in the construction of public works and utilities projects.
- Basic principles and techniques of construction cost analysis and estimates.
- Mathematical and statistical principles and practices.
- Various technical survey instruments and equipment.
- Basic surveying methods, practices and techniques.
- Pertinent federal, state, and local laws, codes and regulations.

## **ABILITY TO PERFORM**

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle problems and enforce necessary regulations professionally with respect, firmness, and tact.



- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Two years of technical engineering experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering technology or a related field.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.

# **WORKING CONDITIONS AND ENVIRONMENT**

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers. Field environment with exposure to inclement and potentially extreme weather; loud noises (>85dB); working in close proximity to moving equipment/machinery and alongside moving traffic; travel from site to site; irregular work hours.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; bending, crawling, kneeling and pushing, pulling, reaching above the shoulder movements during inspection activities; frequent carrying or lifting of items more than 40 pounds; climbing ladders/stairs; ability to distinguish color.



Job Title	Inspector	Job Code	610
Department	Community Development	Pay Band	9
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	10/22/1998	Adopted	10/26/1998
Amended	2/21/2001, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform technical building, mechanical (HVAC-heating, ventilation, and air conditioning), plumbing, and electrical inspection work in enforcing compliance with building, mechanical, plumbing, and electrical codes, regulations, and ordinances; inspect residential, commercial, and industrial buildings at various stages of construction, alteration, installation and repair; provide technical assistance to the Inspection Services Manager in the operations and services of the Inspection Services Division within the Community Development Department.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Inspection Services Manager.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Inspect industrial, commercial, and residential buildings and structures during various stages of
  installation, construction, and remodeling to ensure compliance with applicable codes, ordinances
  and regulations; ensure compliance with the Americans with Disabilities Act and the Iowa State
  Handicap requirements.
- Inspect various building trade construction, design, installation, location, maintenance and quality
  of materials at construction sites; inspect foundation, concrete, steel, masonry, wood
  construction, framing, sheet rock, and a large variety of other complex and routine building
  system elements.



- Prepare inspection reports; maintain files and reports regarding inspection activities, construction projects, and service connections; research past files to investigate status of building permits as requested by the general public.
- Participate in various home rehabilitation activities including inspections, preparation of technical specifications, and ensuring that Housing and Urban Development regulations are followed; attend pre-bid and Housing Commission meetings.
- Conduct field inspection of storm water pollution prevention plan controls for private residential and commercial development to ensure compliance with storm water pollution prevention plans; note deficiencies and remedial actions and maintain documentation.
- Answer questions and provide information to the public, real estate agents, bankers, contractors, architects and homeowners regarding construction and building trade inspection practices, applicable codes, ordinances and related issues; interpret and explain the City's building trade codes and standards.
- Issue building trade permits for all phases of new construction, alteration, remodeling, and demolition of buildings; collect related fees; maintain records of permits and inspection applications.
- Investigate complaints and requests regarding codes and possible building trades code violations; prepare correspondence and recommend corrective action as necessary to resolve complaints; issue abatement notices; maintain background records for possible legal actions.
- Confer with other inspectors and personnel from other city departments and divisions to ensure consistent code and ordinance enforcement; assist the Fire Division in enforcing the city's minimum rental housing code.
- Review, revise, and update the city's local codes; prepare code updates for adoption by the City Council.
- Enforce provisions of the Iowa Energy Code, Federal Safe Drinking Water Act, the Federal Water Conservation Act, and other related legislation.
- Assist in the implementation of the City's Storm Water Management Program.

#### OTHER DUTIES AND RESPONSIBILITIES

- Provide legal testimony related to various building trade code compliance.
- Attend and participate in professional group meetings, seminars and conferences including the Speakers Bureau; stay abreast of changes in various building trade codes and other pertinent codes and regulations.
- Serve as Secretary to Board of Appeals.
- Perform other duties as assigned.



#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Building trades practices, procedures, methods and materials of construction, various installations, and repair and maintenance of systems and equipment.
- Designated building trade codes and ordinances enforced by the city, including the building, electrical, plumbing and mechanical codes.
- Principles and techniques of structural design, engineering, and designated construction and inspection work.
- Accepted safety standards and methods of: building construction and inspection services for commercial, industrial, and residential buildings.
- Basic practices of municipal law as it applies to building and building trades inspections.
- Basic mathematical principles.
- Principles and procedures of record keeping and basic report preparation.
- Procedures of plan and specification review.
- Modern construction methods and practices.
- Modern office procedures, methods, and equipment.
- Pertinent federal, state, and local laws, codes, and regulations.

#### **ABILITY TO PERFORM**

- Interpret and apply pertinent federal, state, and local laws, codes, and regulations.
- Interpret building construction and systemic plans and specifications.
- Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials.
- Enforce necessary regulations with firmness and tact.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department.



## **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four years practical experience as a designated inspector or 10 years of experience in building trades. In lieu of such experience, a combination of trade school, practical experience, and inspection experience considered by the Inspection Services Manager as being suitable for minimum requirements.

### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent supplemented by at least one year of specialized training in building, construction technology, code enforcement, or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate valid driver's license required.

Possession of, or ability to obtain, a State of Iowa Journeyman License as applicable.

Possession of an appropriate Inspectors Certification preferred.

#### WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office/construction site environment; travel from site to site; exposure to noise (>85Db), dust, electrical hazards, outdoor and extreme weather conditions; work at heights on scaffolding and ladders; work on uneven surfaces; inspect in confined spaces; work alongside and around moving heavy construction and mechanical equipment.

### PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for heavy lifting, bending, crawling, kneeling, climbing, walking, standing or sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions; functions of this position may also require the operation of motorized vehicles.



Job Title	Personnel Specialist	Job Code	340
Department	Finance and Business Operations	Pay Band	9
FLSA Status	Non-Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 4/12/2004, 7/1/2006, 8/18/2008, 6/28/2010, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a variety of technical and analytical work involved in the administration of the city's human resource and legal management programs, including risk management/loss control, labor relations, civil service processes, training and job safety, classification, compensation, performance management, benefits, recruitment, and training systems of the city; provide highly responsible technical and administrative assistance to the City Attorney, Controller/City Treasurer, Director of Finance and Business Operations, or other Finance and Business Operations Staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Controller/City Treasurer, City Attorney, and Director of Finance and Business Operations.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

## Legal Services Division:

 Process and investigate insurance claims; make recommendations for disposition of claims; review city processes, programs and facilities to identify potential risk and loss problems; make recommendations to appropriate staff.



- Oversee, coordinate, and conduct training, random drug testing, and job safety programs; review
  policies and procedures with city departments; make recommendations to revise policies and set
  up training programs; ensure compliance of city staff with all applicable safety standards.
- Conduct research; prepare statistical reports and documentation; assist City Attorney and Finance and Business Operations Staff in representing management interests in conduct of negotiations; maintain records and files related to negotiations and research; attend and participate in various commission and committee meetings related to labor negotiations and agreements, including taking minutes as needed.
- Assist with administration of labor agreements; review grievances; assist with interpretation of agreements; coordinate grievance and interest arbitration processes.
- Prepare various reports related to human resource management, risk management, and litigation functions as assigned by the City Attorney; conduct analysis and special projects.
- Attend and participate in various committee and commission meetings as assigned; represent city to various agencies and outside parties.
- Respond to questions and requests for materials and information from employees related to risk
  management/loss control, labor relations, and safety training activities; record activities according
  to policies and procedures; coordinate return to work releases with appropriate personnel and
  agencies.
- Assist staff with purchase of safety equipment.
- Assist City Attorney and Finance and Business Operations staff with ensuring compliance with
  city policies, procedures, and regulations pertaining to personnel and legal management activities
  and services, including disciplinary, termination, and unemployment claims processes; administer
  and monitor compliance with Family and Medical Leave and Military Leave.
- Assist in the city's risk management and loss control programs and activities, including taking
  minutes at required meetings and providing research and assistance for annual liability and
  workers' compensation insurance renewals.
- Provide assistance to the Human Rights Commission and its attorney as assigned.
- Perform other duties as assigned.

#### **Financial Services Division:**

- Draft job announcements and position profiles; assist with preparing, scheduling, and assisting in employee interview process; conduct reference and background checks and other applicable procedures; arrange pre-employment testing and follow-up on post-offer physical examination and drug testing; assist with ensuring compliance with selection and hiring processes with all applicable laws and guidelines; monitor and maintain applicable records.
- Recruit, interview, coordinate, and conduct tests for Civil Service Commission; assist Civil Service Commission with various administrative and record keeping tasks; procure and administer tests.



- Respond to questions and requests for materials and information from employees and applicants
  related to civil service, benefits, personnel files, and job classifications; record activities according
  to policies and procedures; coordinate hiring with appropriate personnel and agencies.
- Meet with new employees regarding employee benefits, forms, and policies; assist terminating
  employees with information related to the continuation of any benefits, return of city property, and
  final paperwork.
- Assist Controller/City Treasurer in the classification system for the city including responding to requests for re-classifications from management and supervisory staff, reviewing classifications, and assisting management and supervisory staff in development or update of class specifications and job descriptions.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the review and coordination of benefits, plan documents, service contracts, and policies of the city to determine appropriateness; recommend changes; work with outside benefit providers to develop most advantageous programs for city; conduct various meetings with city staff to distribute information about benefits packages, including annual open enrollment meetings; work with and assist city employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to Controller/City Treasurer.
- Prepare various reports related to human resource management functions as assigned by the Controller/City Treasurer.
- Ensure compliance with city policies, procedures, laws and regulations pertaining to human resource management activities and services.
- Supervise personnel record keeping functions for the City and maintains the confidentiality of the records; oversees the release of any employment related information.
- Lead and coordinate special projects with clerical support staff.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of comprehensive human resource management programs.
- Principles and procedures for recruitment, selection, and hiring of employees.
- Principles of personnel classification, compensation, and performance management.



- Principles of administration of group benefit plans and knowledge of all applicable benefit laws, including those applicable to the position's Privacy and Security Officer duties (i.e. privacy and security laws). Principles and programs of risk management and loss control.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluation.
- All applicable federal, state, and local laws, ordinances, statutes, and regulations.
- · English usage, spelling, grammar and punctuation.
- Municipal record keeping policies and procedures.
- Principles, procedures, and processes for labor negotiations and administration of labor agreements.

## **ABILITY TO PERFORM**

- Prepare and present clear and concise reports pertaining to assigned activities.
- Analyze problems and identify alternative solutions.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of increasingly responsible experience in human resource management, legal services, insurance services, finance, accounting, or a related field.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in human resources, business, public administration, or a related field.



## LICENCES/CERTIFICATIONS REQUIRED

None.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

## PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job TitleRecreation Program CoordinatorJob Code810DepartmentMunicipal Operations and ProgramsPay Band9

FLSA Status Non-Exempt Union Status Non-Union

Prepared 2/1999 Adopted

**Amended** 5/24/1999, 8/25/2003, 10/13/2008, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

## POSITION DEFINITION

Oversee and coordinate Recreation Center activities, programs, and special events within the Municipal Operations and Programs department; hire and supervise part-time and seasonal staff within assigned programs; perform a variety of administrative and professional tasks in support of assigned area of responsibility.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Recreation & Community Programs Manager.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Coordinate, supervise, and manage the general operation of the Recreation Center, including organization of community, recreational, and social programs.
- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for providing community center services; implement policies and procedures.
- Monitor program performance; recommend and implement modifications to systems and procedures.



- Plan, schedule, and promote a wide variety of athletic, recreational, and youth activities and events; prepare social program event and facility marketing material, including news releases, flyers, schedules of events, pamphlets, and brochures.
- Schedule usage of Recreation Center facilities for activities including athletics, recreation, and youth groups; collect deposit fees and provide information and assistance to users of facilities.
- Hire, train, and evaluate part-time and seasonal personnel including, coaches, childcare providers, special events leader, and sport site supervisor.
- Maintain the technical social media, website applications, and promotional signage for the Recreation & Community Programs Division.

## OTHER DUTIES AND RESPONSIBILITIES

- Maintain awareness of new developments in the field of Recreation Center activities; incorporate new developments as appropriate into programs.
- Provide general support and assistance to assigned supervisor.
- Perform related duties and responsibilities as required.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services and activities of a recreation program.
- Modern office procedures, methods, and computer equipment.
- Pertinent federal, state and local laws, codes and regulations.
- Modern office procedures, methods, and computer equipment.
- Typing and/or word processing techniques.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluations.

## ABILITY TO PERFORM

Communicate clearly and concisely, both orally and in writing.



#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two years of experience in recreation programs and services.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High School Diploma or equivalent.

## LICENCES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, CPR and First Aid certification.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to outdoor weather conditions; bodily fluids/communicable diseases; working closely with others.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; carrying or lifting items greater than 40 pounds; squatting, crouching, kneeling, and bending; pushing, pulling, and reaching above the shoulder motions while performing work activities.



Job Title	Storm Water Specialist	Job Code	219
Department	Community Development	Pay Band	9
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	10/5/2016	Adopted	11/7/2016
<b>A</b> mended	12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Administer the city's storm water management program in compliance with federal, state, and local laws as well as the City Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit; perform site and subdivision plan reviews and field inspections; perform a variety of technical tasks relative to assigned areas of responsibility.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Principal Engineer or City Engineer.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Administer the permitting, monitoring, inspection, enforcement, pollution prevention, and data management activities of the city's storm water management program in accordance with federal, state, and local laws and the City Municipal Storm Water NPDES permit.
- Prepare reports as required by the City's NPDES permit.
- Coordinate permit compliance between multiple departments within the city; provide educational materials and training to city staff.



- Assist Engineering and Inspection Services staff with technical review of site plans for storm water pollution prevention control plan compliance on subdivisions and site plans; conduct special projects and research.
- Issue permits to contractors for storm water related activities and maintain records in database system.
- Conduct field inspection of storm water pollution prevention plan controls for private residential and commercial development to ensure compliance with storm water pollution prevention plans; note deficiencies and remedial actions and maintain documentation.
- Conduct regular inspection of city and private construction activities to ensure compliance with plans, specifications, and permit requirements; maintain project records.
- Maintain a public education program in many areas such as storm water runoff issues and reduction methods, water quality, best management practices, storm water pollution control, lawn care practices, composting, illicit discharge reporting, and pollution prevention for residents and businesses.
- Oversee all aspects of the Comprehensive Watershed Assessments.
- Assist Engineering staff with budgeting and Capital Improvements Program.
- Prepare applications for grant funding.
- Investigate, report findings, and initiate enforcement to eliminate illicit discharges into the city's storm water system.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolves sensitive citizen inquiries and complaints.
- Prepare and deliver presentations to city staff, City Council, and the general public on storm water management practices and regulations.
- Assist in and act as a resource for establishing prairie plantings on city properties and throughout the city.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Department of Community Development in regards to field inspection and training.
- Maintain a variety of logs and records related to inspection and enforcement activities.
- Perform other duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Storm Water Prevention Pollution Plans and best management practices.
- Illicit discharge prevention and elimination.
- Construction site safety practices.
- Modern office procedures, methods, and computer equipment.
- Basic mathematical principles and practices.
- Pertinent federal, state, and local laws, codes and regulations.

## **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Speak and present in public forums.
- Read and understand construction plans.
- Budget and manage programs.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Apply specific construction practices and methods as they relate to permitting requirements.
- Take initiative and follow through with enforcement issues.
- Establish and maintain professional and effective working relationships with those contacted in the course of work.
- Handle problems and enforce necessary regulations professionally and with respect, firmness, and tact.



#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Zero to four years of technical engineering or natural resources experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in civil engineering technology or natural resources management in addition to four years of experience

## OR

Bachelor's degree from an accredited college or university with major course work in civil engineering technology or natural resources management without any prior work experience.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate valid driver's license.

Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPPI) certification preferred or must be obtained within 6 months from employment date. Other applicable certifications such as CSM or CPESC are preferred, but not required.

#### **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office/field environment; travel from site to site; irregular work hours; exposure to inclement weather; loud noises (>85Db); close proximity to moving machinery; working alongside moving traffic on roads.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; bending, crawling or kneeling during inspection activities; carrying or lifting items greater than 40 pounds; climbing ladders/stairs.



Job Title

Video Production Supervisor

Job Code

753

Department

Finance and Business

Pay Band

11

FLSA Status

Operations Non-Exempt

**Union Status** 

Non-Union

Prepared

2/1999

Adopted

**Amended** 

5/24/1999, 8/25/2003, 11/14/2005, 2/11/2013, 6/24/2013, 6/23/2014, 12/17/18

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Assist in the production of local government educational and regional broadcast television programming; write, direct, produce, edit, and videotape short videos; maintain the bulletin board system with correct and valid information; and perform a variety of advanced administrative and professional tasks in support of assigned area of responsibility. Serve in lead technical role and direct the work of Production Assistants.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cable T.V. & Telecommunications Supervisor.

Exercises direct supervision over the Production Assistants.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Operate video equipment for studio and remote productions with the remote production vehicle; videotape and direct productions.
- Set up production vehicle and remote sites for multi-camera productions; prepare studios for regularly produced shows.
- Update computerized playback schedule for cable television station and Public Access.
- Conduct studio audio mixing, computer graphic composition, script writing, studio lighting, and video editing for productions



- Prepare pages for Bulletin Board, including updating software and graphics design.
- Serve in lead technical role for the Information Systems Division using established knowledge of city of Cedar Falls policies and procedures.
- Direct the work of Production Assistant I, other Division positions, contracted individuals, and Division operations; evaluate performance of the Production Assistant I; advise Cable T.V. & Telecommunications Supervisor of employee information and issues.
- Train new employees to perform the various duties of the Division.
- Coordinate productions with outside organizations such as CFU and UNI.

## OTHER DUTIES AND RESPONSIBILITIES

Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Video composition including graphics and audio components.
- Modern office procedures, methods, and computer equipment.
- Pertinent federal, state and local laws, codes and regulations.
- Video equipment, software and procedures for composition and editing.
- Operation of lighting equipment and lighting concepts.
- Computer networks and hardware.
- Desktop computer and word processing software systems.
- Broadcast writing methods.
- Information Systems Division's automated channel programming system.
- City and Division policies and procedures.
- Principles of supervision, training and performance evaluation.



#### ABILITY TO PERFORM

- Communicate creatively, clearly and concisely, both orally and in writing.
- Operate an ENG/EFP style camera, editing equipment, and remote production equipment.
- Motivate and direct staff and support the policies and procedures of the City and the Division as appropriate.

#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Two years of work experience in video production (experience as a lead/technical worker preferred).

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in electronic media, communications, television broadcasting, or related field

#### OR

Bachelor's degree in a major other than that specified above in addition to five years of video production experience.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

#### **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens and video and editing equipment; travel from site to site; work closely with others; irregular work hours; exposure to inclement and extreme weather conditions, electrical hazards, dust, and dirt, and working alongside moving traffic on roads; irregular working hours.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; bending and kneeling; pushing, pulling, and reaching above the shoulder motions; adequate speech, hearing, and eyesight required; carrying or lifting items greater than 40 pounds; climbing stairs or ladders; operation of audio visual equipment and a motor vehicle; general manual dexterity required for typing for prolonged periods of time.



Job Title	Accountant	Job Code	341
Department	Finance and Business Operations	Pay Band	9
FLSA Status	Exempt	Union Status	Non-Union
Prepared	3/2018	Adopted	4/2/2018
Amended	12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform a variety of technical and analytical work involved in the administration of the City's accounting operations, including but not limited to: auditing, budgeting, cash management, asset inventory, debt service, grant, benefit, and compensation administration, and human resource management programs. The Accountant is also responsible for providing highly responsible technical and administrative assistance to the Controller/City Treasurer or other Finance and Business Operations staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Controller/City Treasurer.

This position has no direct supervisory responsibilities. May provide lead direction to Financial Clerks.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Prepare and maintain a variety of accounting and budgeting files.
- Prepare financial reports, fiscal statements, schedules, analyses, and audits.
- Input, update, and retrieve data. Oversee the maintenance of financial records and files.
- Assist in the preparation of the annual audit, including workpaper preparation and cash to accrual adjustments.



- Assist in the preparation of the annual budget, including workpaper preparation and capital improvements program; monitor department spending in accordance with the budget.
- Assist the Controller/City Treasurer in the administration of various grants received by the City and ensure compliance with the reporting requirements and grant documentation.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the supervision of the payroll process. Produce periodic payroll compilation reports, including monthly, quarterly, and annual printouts. Maintain files regarding employee withholdings, W-2 information and 1099 data; ensure conformance with all applicable laws, regulations, and procedures.
- Assist Controller/City Treasurer and other Finance and Business Operations staff in the review and coordination of benefits, plan documents, service contracts, and policies of the City to determine appropriateness and recommend changes. Work with outside benefit providers to develop most advantageous programs for the City.
- Conduct meetings with City staff and distribute information about benefits packages, including annual open enrollment meetings. Work with and assist City employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to Controller/City Treasurer.
- Serve as the City's group health plan Privacy and Security Officer. Oversee all ongoing activities
  related to the development, implementation, administration, and adherence to the plan's policies
  and procedures covering the privacy and security of, access to, amendment of, and other
  individual protected health information requirements in compliance with federal and state laws
  and the plan's privacy notices.
- Oversee and direct the delivery of privacy training, initial and periodic risk assessments, and conduct related ongoing monitoring activities in conjunction with the City's business associates and other compliance and operational assessment functions. Ensure that all privacy and security concerns, requirements, and responsibilities are addressed.
- Oversee and monitor the receipt of property tax and other revenue sources received by the City.
- Prepare, review, and adjust employee accrual computations. Assist in processing changes in employee job classifications, pay rates, benefits, deductions, and other changes necessary for payroll or personnel record processing.
- Reconciles subsidiary records and bank statements to the general ledger and research discrepancies; assists with period end and year end processing in General Ledger including preparing journal entries, clearing checks and preforming other analysis.
- Supervise maintenance of City-wide inventory systems and capital asset systems.

#### OTHER DUTIES AND RESPONSIBILITIES

Participate in the work of subordinate level staff as necessary.



- Assist in the research and data collection necessary to prepare for collective bargaining discussions, mediation, fact finding or arbitration.
- · Complete compensation surveys.
- · Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services and activities of a comprehensive financial management program.
- Principles and practices of grant administration.
- Principles and practices of governmental accounting and the regulations governing the reporting of municipal government financial activities.
- Principles and practices of accounting, financial planning, investment planning, internal auditing, and budgeting. Advanced principles and procedures of financial record reporting.
- Principles and practices of municipal budget preparation and administration.
- Principles of personnel classification, compensation, and performance management.
- Principles of administration of group benefit plans and knowledge of all applicable benefit laws.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles and procedures of procurement.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes and regulations.

## **ABILITY TO PERFORM**

- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.



- · Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.
- Effectively handle time sensitive deadlines.

#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Two years of increasingly responsible experience in accounting, auditing, financial management, or a related field. Knowledge of governmental accounting preferred.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in accounting or finance.

#### LICENSES/CERTIFICATIONS REQUIRED

Ability to obtain certification as a municipal finance officer from the lowa Municipal Finance Officers Association (IMFOA) or Government Finance Officers Association (GFOA).

Certified Public Accountant (CPA) certification preferred.

#### **WORKING CONDITIONS AND ENVIRONMENT**

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting for prolonged periods of time; occasional lifting or carrying of items up to 40 pounds; occasional standing, walking, or climbing; general manual dexterity required for typing for prolonged periods of time.



Job Title	Administrative Supervisor	Job Code	151
Department	Finance and Business Operations	Pay Band	9

FLSA Status Exempt Union Status Non-Union

Prepared 2/25/1999 Adopted

**Amended** 3/8/1999, 2/21/2001, 8/25/2003, 6/23/2014, 4/18/2016, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a wide variety of responsible secretarial, administrative, and supervisory work in support of the Finance and Business Operations, the Mayor, the City Administrator, and other city departments. Prepare and edit documents and correspondence to provide information and assistance to the public regarding department policies and procedures. Supervise, monitor, direct, and evaluate administrative, clerical, and parking enforcement staff. Assist in the coordination of the register and records of the city, issue a variety of licenses and permits.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Clerk or department Director.

Exercises direct supervision over the Administrative Assistants and Parking Enforcement staff.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Supervise, coordinate schedules, monitor, direct, and evaluate administrative, secretarial, clerical, and parking enforcement personnel. Work with employees to correct deficiencies, provide and coordinate training, complete and conduct performance evaluations.
- Assist with interviewing, hiring, recommending disciplinary action, and termination of administrative, secretarial, clerical, and parking enforcement staff.
- Assist City Clerk with maintenance of municipal records; work with the public to distribute records and information needed. Ensure that all filings and processing of information are in conformance with all local, state, and federal ordinances, laws, and regulations.



- Prepare, type, proofread, and edit documents, including correspondence, agendas and reports.
- Facilitate the integration and coordination of the administrative and parking enforcement staff activities and focus on reducing redundancies.
- Prepare and enter payroll records; maintain financial documentation, records, and accounts.
- Assist in coordinating and monitoring division budgets, compile year-end financial reports, and maintain records on new accounts.
- Answer the telephone and provide assistance to the general public. Provide information on policies and procedures as required; resolve complaints in an efficient and timely manner.
- Coordinate, facilitate, and supervise new or ongoing projects.
- Perform a variety of general and complex clerical/secretarial work, including the maintenance of accurate and detailed files and records. Verify accuracy of information, research discrepancies, and record information.
- Operate a variety of office equipment including copiers, facsimile machines, and computers. Input and retrieve data; organize and maintain records.
- Compile departmental information and materials for City Council, Planning and Zoning, department, and committee meetings.
- Oversee, monitor, and requisition supplies and equipment for the department as required.
- Train department members in the use of relevant computer programs. Assist in troubleshooting issues with relevant software applications.
- Attend meetings and prepare agendas and minutes; prepare and post meeting notifications.

#### OTHER DUTIES AND RESPONSIBILITIES

- Serve as Notary Public for department and citizens.
- Monitor the interior and exterior conditions of assigned buildings; suggest improvements or changes when needed.
- Perform other duties as assigned.

### **MINIMUM SKILLS AND QUALIFICATIONS**

#### REQUIRED KNOWLEDGE

• Operations, services, programs, and activities of assigned department(s).



- Policies and procedures of department as well as general City policies and procedures.
- Standard operations and activities of municipal government.
- Basic principles of departmental programs and activities.
- Advanced principles of business letter writing and report preparation.
- · Basic mathematical principles.
- Basic principles and practices of filing and maintaining official municipal records.
- City ordinances related to areas of responsibility.
- Application processes for business licenses, building permits, voter registration, animal licenses, alcohol licenses, tobacco permits, and others related to subject areas.
- English usage, spelling, grammar and punctuation.
- Modern office procedures, methods, and computer equipment.
- Advanced personal computer and network applications used in complex word processing and report generation.

## **ABILITY TO PERFORM**

- Work independently in the absence of supervision.
- Operate and train others in the use of advanced or complex personal computer or network applications (i.e. advanced word processing, spreadsheet development and application, database development and maintenance, etc.).
- Interpret and explain policies and procedures.
- Type or word process at a speed necessary for successful job performance.
- Prepare a variety of documents, reports, and correspondence.
- Basic bookkeeping and accounting functions.
- Routine mathematical calculations.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Two years of responsible secretarial, bookkeeping, financial, or public administration experience which includes some lead supervision.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in business, finance, management, or a related field or an Executive Assistant diploma from a higher education institute.

## LICENSES/CERTIFICATIONS REQUIRED

None.

## **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact with frequent interruptions.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting and standing for prolonged periods of time; general manual dexterity for typing for prolonged periods of time.



Job Title	Communications Specialist	Job Code	010
Department	Administration	Pay Band	9
FLSA Status	Exempt	Union Status	Non-Union
Prepared	12/2018	Adopted	12/17/2018

#### **Amended**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Develop and coordinate all strategic communications, marketing, and branding efforts for the City, including supporting economic development and other special projects; support media relations and communications across all city departments; promote a well-coordinated message promoting the City and special events; assist in the coordination of communication through the City's website, public access channel, and social media.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Administrator.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Develop and implement an integrated communication strategy that connects the public to the community and the city.
- Coordinate communication services and functions carried out by departments and provide guidance on effective methods and strategies to communicate with the public.
- Develop and maintain effective working relationships with local and regional media contacts, and assist the Mayor, elected officials, and city staff in communications and interviews.
- Coordinate city written communications to ensure consistency of brand identity and council goals.



- Coordinate and update daily social media sites for the city; work with Information Services to coordinate consistent messages through the City's website, newsletter, and Channel 15; and implement new digital communication initiatives for city departments and divisions.
- Coordinate the planning of special events, such as groundbreaking and ribbon cutting events.
- Coordinate with city staff with communication needs to help promote city initiatives, including a public relations program using the website, social media, and other digital mechanisms.
- Maintain city photo library for use in communications/marketing materials.
- May serve as the City's Public Information Officer.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles and practices of public relations and public information.
- Principles and practices of public administration, policy development, and operational functions within a municipality.
- Principles of marketing techniques and development of marketing campaigns/materials.
- Principles of current social media practices.
- Principles of computer technology, including hardware and software.
- Planning and organization of special events.
- Modern administrative procedures, methods, and practices.

#### ABILITY TO PERFORM

- Communicate complex and technical information to diverse audience, including city residents, local businesses, and members of the media.
- Prepare and present accurate and reliable reports and information.
- Communicate clearly and concisely, both orally and in writing to inform and influence.
- Provide strong creativity and energy to facilitate successful public relations and marketing strategies.
- Establish and maintain effective working relationships with those contacted in the course of work.



- Strategic thinking and "big picture" focus, while paying attention to detail.
- Effectively utilize: desktop publishing, word processing and spreadsheet applications, Internet, telephone and office skills, etc.

#### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Three years of professional work experience in public relations, marketing, journalism, communications, public administration, or related field.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in communication, journalism, marketing, English, public administration, or a related field.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact and irregular work hours; occasionally subject to outdoor weather conditions.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, and sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions while performing work activities; general manual dexterity.



Job Title	Fitness Coordinator	Job Code	801
Department	Municipal Operations and Programs	Pay Band	9
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/23/2006	Adopted	7/1/2006
Amended	10/13/2008, 2/25/2013, 6/23/2014, 11/6/2017, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

## POSITION DEFINITION

Supervise the development and implementation of fitness program for the Recreation & Community Programs Division; supervise and coordinate the policies governing the Recreation Center's facilities and users; respond to requests for information; enforce the rules and regulations of the facility.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Recreation & Community Programs Manager.

Exercises direct supervision over fitness instructors, personal trainers, massage therapists and other staff associated with the fitness programs.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Supervise the fitness program by developing, scheduling, and implementing new programs, researching trends in fitness, and providing outreach to the community regarding fitness programs.
- Hire, train, schedule, evaluate, and submit payroll for the fitness staff who will serve as the instructors, personal trainers, massage therapists and other staff associated with the fitness programs.
- Hold staff meetings/training at least six times per year with fitness/wellness staff, Report to Recreation & Community Programs Manager important issues from these meetings.



- Monitor equipment and building conditions for weight room and exercise rooms.
- Develop and assist with the promotion of the fitness programs and services the city has to offer.
- Assist in the promotion and support of the wellness program for all City of Cedar Falls employees;
   assist in the coordination of positive health promotions, including blood pressure tests, flu shots,
   health screenings, and others.
- Prepare monthly report of statistics relating to all wellness services. Update the Recreation & Community Programs Manager's monthly report statistics for the above items as well as other bookkeeping and accounting functions.
- Answer questions and resolve patrons' issues regarding the facility and programs; assist patrons
  with registration for memberships, swim passes, Beach House and shelter rental, equipment
  rental, adult, and youth programs. Check patron I.D.'s upon entering the facility and assist with
  check in and out of equipment.
- Review staff informational notebook periodically to keep abreast of current issues with regards to the Recreation Center; inform full-time staff of all problems concerning the Recreation Center's facilities and procedures; attend weekly staff meetings.

#### OTHER DUTIES AND RESPONSIBILITIES

- Assist with the purchase, repair, and upkeep of the exercise equipment and the facility.
- Update the Information Line as needed.
- Conduct all opening and closing procedures for the facility as needed.
- Assess and determine the appropriate actions for all serious disciplinary problems and fill out proper incident reports.
- Ensure that proper procedures are followed in the event of an accident.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Administration of fitness programs and personal training.
- Knowledge of the proper function and operation of fitness equipment.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Operations, services and activities of a recreation facility and related programs.



- Modern office procedures, methods and computer equipment.
- Principles of business letter writing and report preparation.

#### ABILITY TO PERFORM

Communicate clearly and concisely, both orally and in writing.

## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

One year of experience in the coordination of fitness programs, as an active instructor, and/or facility management including supervisory experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in exercise science, health promotion, health education, or related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, CPR, First Aid, and AED certification.

Possession of, or ability to obtain, national fitness or personal training certification.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; working closely with others; exposure to bodily fluids/communicable diseases; irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for extended periods of time; occasional squatting, kneeling, crouching, pushing, pulling, and reaching above shoulder motions while performing work activities; must be able to operate assigned equipment; carrying or lifting items greater than 40 pounds.



Job Title	Librarian	Job Code	702
Department	Library	Pay Band	9
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014 12//17/2018		

Amended 6/23/2014, 12//17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform professional library services within an assigned area of the Cedar Falls Library, including youth, technical, or public services; provide responsible technical assistance to assigned supervisory staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Library Director.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

- Provide professional library services within an assigned area of the Cedar Falls Library, including youth services, reference, technical services, or circulation; assist library patrons in accessing materials and participating in library programs.
- Participate in a variety of library programs developed for youth and adult patrons; assist with the development and implementation of programs and services; make recommendations to supervisory staff for new or revised programs.
- Provide courteous reference/information services for library patrons in person, on the phone, or via mail; assist patrons in use of library equipment and computers.



- Review catalogues and other materials and make recommendations for library material purchases; prepare reports, documents, and correspondence related to assigned areas of responsibility.
- Train library assistants and shelvers in shelving techniques.
- Assist in maintaining library collections materials, including reviewing, evaluating, adding, weeding and withdrawing materials.
- Staff reference services desk; respond to citizen inquiries and requests.
- Prepare promotional and informational newsletter articles and materials; research patron trends and prepare related statistical reports; prepare target mailings about library services and programs; maintain the library's website.
- Operate a variety of equipment and computer applications related to library operations and services; evaluate new technology in library systems; meet with vendors to discuss systems and applications.
- Participate in implementation of enhanced digital information services and sources

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library services.
- Supervise library facility periodically.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## **REQUIRED KNOWLEDGE**

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, and implementation.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Current trends in education and curriculum development.
- Library filing and tracking systems.



- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Automated library systems.
- · Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.

## **ABILITY TO PERFORM**

- Analyze problems and identify alternative solutions.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- · Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

#### **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

No previous formal experience required.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Master's of Library Science from an accredited college or university.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours; exposure to bodily fluids/communicable diseases.

#### PHYSICAL CONDITIONS



Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying or lifting items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time; squatting, crouching, pushing, pulling, reaching above the shoulder motions.



Job Title	Technology Librarian	Job Code	711
Department	Library	Pay Band	9

FLSA Status Exempt Union Status Non-Union

Prepared 8/30/2017 Adopted

**Amended** 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform professional library services within an assigned area of the Cedar Falls Library, including youth services, technical services, or public services; provide responsible technical assistance to assigned supervisory staff.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Library Director.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provide professional library services within an assigned area of the Cedar Falls Library including youth services, reference, technical services, or circulation; lead staff and patrons in digital literacy initiatives by introducing new technologies and instructing others.
- Select, purchase, and maintain technology hardware and applications for the library, including but not limited to laptops, computers, printers, scanners, management software, etc.
- Coordinate the library's online learning initiatives.
- Work with library's online vendors to resolve functionality and access problems. Provide staff training on the library's online resources.



- Supervise library software applications and upgrades as well as the acquisition of new equipment.
- Build staff and patron awareness of new and emerging technologies.
- Design and maintain the library's web presence; coordinate social media activities.
- Prepare promotional and informational newsletter articles and materials; research patron trends and prepare related statistical reports; prepare target mailings about library services and programs.
- Operate a variety of equipment and computer applications related to library operations and services; evaluate new technology in library systems; meet with vendors to discuss systems and applications.
- · Participate in implementation of enhanced digital information services and sources.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library services.
- Supervise library facility periodically. May be on call for emergencies related to technology and access.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, and implementation.
- Methods and techniques of cataloging and referencing library materials.
- Operational characteristics of library equipment and tools.
- Current trends in education and curriculum development.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.

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- Automated library systems.
- English usage, spelling, grammar, and punctuation.

## **ABILITY TO PERFORM**

- Identify and respond to community and organization issues, concerns, and needs.
- Analyze problems and identify alternative solutions.
- Interpret and apply federal, state and local policies, laws and regulations.
- · Communicate clearly and concisely, both orally and in writing.
- Provide courteous service to the public, including children of all ages.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

## **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

One to two years of increasingly responsible experience in a library setting. Position also requires information technology experience with basic competency in troubleshooting a wide variety of technology issues, both hardware and application; assisting and educating staff members effectively in proactive technology innovation and practices; and network management, technology security, router administration, and internet connectivity experience.

## MINIMUM EDUCATION OR FORMAL TRAINING

Master's Degree of Library and Information Science from an accredited college or university.

# LICENSES/CERTIFICATIONS REQUIRED

None.



## WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; general manual dexterity required for typing for prolonged periods of time; squatting, crouching, pushing, pulling, reaching above the shoulder motions.



Job Title	Civil Engineer I	Job Code	329
Department	Community Development	Pay Band	10
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/23/2007, 6/23/2014, 7/20/2015, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## **POSITION DEFINITION**

Perform professional civil engineering work, including designing various projects, preparing cost estimates, drafting specifications, and collecting site data; preparing and participating in various surveys and construction projects; preparing computerized drawings and performing various engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; provide staff support to the City Engineer and Principal Engineer.

## DISTINGUISHING CHARACTERISTICS

Employees within this class perform a range of civil engineering duties as assigned, including designing projects, preparing specifications, and cost estimates. Employees at this level may receive instruction or assistance with new or unusual situations and are in training of the operating procedures and policies of the work unit.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or Principal Engineer.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

 Assist technical staff in the review and design of construction of public infrastructure projects within the Engineering Division of the Community Development Department.



- Evaluate and review plans, specifications, designs and related documents, technical reports and letters, proposals, and studies; participate in the development and preparation of plans, specifications, and cost estimates for proposed and public improvement.
- Review preliminary and final plans for proposed subdivisions; ensure plans comply with codes, regulations, and ordinances; recommend changes.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Review and rate the city's roads for the Pavement Management System; analyze and evaluate
  existing city streets for resurfacing and reconstruction; update city maps; conduct traffic counts
  and maintain the traffic map.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit
  work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing the first level of response to the public during the construction of public infrastructure projects.
- Prepare preliminary plans and cost estimates; review commercial and residential site plans; respond to city staff and the general public concerning developments.
- Research, analyze, and prepare written reports; conduct a variety of engineering studies; collect, record, and summarize statistical data; develop effective and efficient project models.
- Assist with coordinating engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare and participate in a variety of land, design, construction, and topographic survey projects, including the collection of survey information and staking construction projects.



- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of engineering calculations including earthwork quantities, and project quantities for payment.
- Prepare or review easement and property acquisition documents.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer and Principal Engineer; conduct special projects and research.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including public construction and structural design.
- Principles and techniques of construction cost analysis and estimates.
- Principles and procedures of construction and engineering inspections.
- Public infrastructure construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Modern office procedures, methods and computer equipment including computer aided drafting software
- Advanced drafting methods and techniques.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.
- Various technical survey equipment.
- Basic principles and techniques of cost analysis.
- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.



Pertinent federal, state and local laws, codes and regulations, including safety regulations.

## **ABILITY TO PERFORM**

- Analyze problems, help identify alternative solutions, project consequences of proposed actions and make recommendations in support of goals.
- Handle problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including city staff and the general public

## **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

No formal experience required.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, the following certifications: Aggregate Sampler, Aggregate Technician, Level I HMA, Level I PCC, and Erosion Control through the State of Iowa and the Iowa Stormwater Education Partnership.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



Job Title	Planner II	Job Code	324
Department	Community Development	Pay Band	10
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	6/23/2014	Adopted	06/23/2014
Amended	12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform complex professional level work in the field of planning; and to provide information and assistance to developers, the general public, and outside agencies on planning, and related planning and zoning policies and ordinances; coordinate and participate in code enforcement activities; and provide highly responsible staff assistance to the Planning and Community Services Manager.

## DISTINGUISHING CHARACTERISTICS

Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the more difficult and responsible types of duties assigned to classes within this series including developing and implementing various complex planning projects. Employees at this level are required to be fully trained in all procedures related to urban planning.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Planning and Community Services Manager.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

 Meet with and advise architects, developers, contractors, engineers, elected officials and the general public regarding city planning and development policies and standards.



- Review, evaluate, and prepare written reports with recommendations to the Board of Adjustment, Planning and Zoning Commission, and City Council on various development projects.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the planning division, including landlord accountability, housing maintenance, and rental housing fire code.
- Coordinate and lead the development and implementation of various planning projects.
- Issue land use permits for residential, commercial, sign, and floodplain projects; assist in enforcing the city's zoning ordinance; notify property owners of code violations; take photographs of current projects; review building site plans and issue related permits.
- Prepare and modify maps and drawings manually or with computer aided planning and design software; collect, organize, and update a variety of maps and files.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints concerning the city's planning function and code violations.
- Develop and administer economic development programs for the city; contact outside agencies and enterprises to market the city of Cedar Falls; prepare and distribute informational packets and marketing materials for interested companies outlining available building sites.
- Assist with the continuous development and expansion of the City of Cedar Falls' Industrial Park
  and land related transactions; may develop and coordinate Tax Increment Financing (TIF) district
  activities; and may develop and implement financial packages for company relocation and
  expansion projects. May coordinate economic development projects including initial contacts with
  developers and companies, project negotiations, draft resolutions, abstracts, plats, and other
  related documents.
- Prepare, review, and submit loan and grant applications to local, state, and federal agencies for economic and community development related projects; ensure all appropriate laws, regulations, guidelines, ordinances and codes are adhered to in the administration of program grants; secure funding for various projects.
- Coordinate code enforcement activities with those of other department and outside agencies and organizations.
- Provide assistance to other departments and divisions regarding transportation planning issues.
- Provide staff support to or serve as a member of or as a liaison for a variety of boards, commissions, committees, civic groups etc.; stay abreast of new trends and innovations in the field of planning, zoning, and economic and community development.
- Advise City Council and board/commission/committee members on planning and development laws, codes, regulations, procedures and policies; schedule and organize meetings with elected/appointed and private leaders for planning and development plans.



## OTHER DUTIES AND RESPONSIBILITIES

- May participate in a variety of planning related studies.
- Provide responsible staff assistance to the Community Development Department and other city departments; assist in special research projects as requested; prepare and present staff reports and other necessary correspondence.
- May coordinate and monitor outside contractor's work retained for development and redevelopment studies.
- Prepare landscape design for public landscape improvement projects.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Principles, practices, and research techniques of urban planning and development and economic development.
- Site planning and architectural design techniques and methods.
- Technical report writing.
- Theories and laws of planning and economic development related to land use development and zoning.
- Modern office methods, practices, and computer equipment.
- Principles and practices of landscape architecture.
- Basic understanding of the structure and processes of local government.
- Pertinent federal, state and local laws, codes and regulations.

## ABILITY TO PERFORM

- Read and interpret comprehensive building site plans.
- Understand and carry out oral and written directions.



- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Effectively handle a work environment and conditions which involve working independently.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.

# **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Two to four years of professional planning or economic development experience in urban planning or economic development

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to four years of experience

#### OR

Master's degree from an accredited college or university in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to two years of experience.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

American Institute of Certified Planners (AICP) or equivalent certification preferred.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

## PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title	Building Maintenance Supervisor	Job Code	645
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	10/25/1999, 11/14/2005, 6/11/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Responsible for a variety of tasks related to the custodial services and facilities maintenance activities and operations. Coordinate the work of staff and contractors assigned to custodial services and facilities maintenance and provide administrative and technical assistance to upper level supervisory staff within the Municipal Operations and Programs Department.

## SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Works & Parks Manager.

Exercises direct supervision over the Maintenance Worker.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and participate in tasks related to the custodial services and facilities maintenance activities and operations for all city buildings, including cleaning and maintaining buildings and conducting repairs of electrical, plumbing, mechanical, alarm, and entry systems.
- Select and hire city custodial staff; conduct or coordinate meetings with and training of staff; assign and monitor work; work with staff to resolve problems; assist in disciplining employees; plan, schedule, and monitor related programs, projects and employees related to areas of responsibility. Complete the work of unavailable staff. Complete employee performance evaluations and discuss with staff.
- Identify equipment needs for each assigned project; set up and organize work methods and procedures; ensure that proper materials are available to staff.



- Complete and maintain records of time, material, expenses, and equipment usage.
- Collect, maintain, and distribute inventory, cleaning supplies, and equipment; prepare bid specifications for various services and equipment and meet with vendors; purchase and pick up supplies and equipment as appropriate.
- Assist with preparation of budget for assigned areas of responsibility; make recommendations for staffing, resources, materials, and supplies.
- Maintain records and inventories of projects, work orders, and routine work schedules; develop reports of work activities, resource use, staff assignments, and other data and information for areas of assigned work.
- Plan and coordinate with other departments the completion of work, projects, and repairs at city facilities by staff or contractual agencies; work with contractors to address problems with work and schedules; recommend changes; monitor work in progress; ensure work is completed to city specifications.
- Monitor and adjust HVAC programming software as needed; perform HVAC troubleshooting to determine problem areas, coordinate with related contractors to correct malfunctions and ensure operational equipment.
- Review and maintain public buildings within established ADA guidelines for public accessibility
- Test and maintain emergency energy sources such as generators and related equipment and controls; test and repair emergency and exit lighting.
- Assist in the design, installation, and maintenance of energy saving lighting and related systems and controls.
- Solicit bids and proposals for repairs and improvements to city buildings and grounds and assist in selection of contractor services.

## OTHER DUTIES AND RESPONSIBILITIES

- Coordinate the recycling program for city facilities; monitor and maintain recycling materials dropoff containers.
- Supervise and assist with snow removal activities at city facilities; operate snow and ice removal
  equipment; spread materials to remove or treat ice and snow on city sidewalks, stairs, parking
  lots, and other facilities; coordinate staff assigned to shovel walks and remove ice and snow at
  city buildings.
- · Perform other duties as assigned.



# MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations of a comprehensive facilities maintenance and custodial care program.
- Advanced principles and procedures for maintenance, repair, and technical knowledge for ongoing development of a comprehensive building maintenance program related to building electrical, plumbing, HVAC (heating, venting and air conditioning), alarm, entry, and mechanical systems.
- Principles and procedures of scheduling facilities maintenance and custodial services.
- Basic municipal purchasing procedures and practices.
- · Carpentry, painting, and plaster repair.
- Principles and procedures of record keeping.
- Modern office procedures, methods and equipment including computers, software programs and associated equipment.
- · Principles of supervision and training.
- Methods, materials, equipment, and supplies used in facilities maintenance operations and custodial services.
- Safe work practices, safety requirements and safety training. Specifically, but not limited to, knowledge of work related chemicals, SDS (Safety Data Sheets) and safety procedures.
- Applicable federal, state and local ordinances, statues and laws.
- Recycling practices, procedures, and operations for city buildings

# **ABILITY TO PERFORM**

- Operate hand and power tools and equipment driven tools.
- Understand and follow oral and written directions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing with internal and external parties.
- Establish and maintain effective relationships with those contacted in the course of work



## **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four years of experience in building management, facilities maintenance, and/or custodial services work.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent in addition to specialized technical training typically vocational in nature or job-related college-level course work.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

## **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office/field environment; exposure to cleaning chemicals and materials, electrical hazards, dusty and dirty environments, extreme temperatures and weather conditions; loud noises (>85dB); bodily fluids/communicable diseases; confined spaces; working alongside moving traffic on roads as well as in close proximity to moving machinery and/or equipment; work irregular work hours; travel to various work locations

# **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for walking, crouching, crawling, kneeling, standing, or sitting for prolonged periods of time; heavy lifting and moving of furniture, equipment, and heavy objects greater than 40 pounds; climbing stairs/ladders; performing strenuous manual labor; pushing, pulling, and reaching above the shoulder motions; general manual dexterity; operating a motor vehicle as well as other heavy equipment, such as forklifts;.



Job Title	Civil Engineer II	Job Code	330
Department	Community Development	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/23/2007, 6/23/2014, 7/20/2015, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## **POSITION DEFINITION**

Perform complex professional civil engineering work, including designing various projects, preparing cost estimates, drafting specifications and collecting site data; preparing, interpreting and participating in various surveys, construction projects, and field adjustments; preparing computerized drawings and performing various complex engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; provide complex staff support to the City Engineer and Principal Engineer.

## DISTINGUISHING CHARACTERISTICS

Employees within this class perform a range of civil engineering duties as assigned, including designing projects, preparing specifications, and cost estimates. Employees at this level receive limited instruction or assistance unless new or unusual situations arise and are aware of the operating procedures and policies of the work unit.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or Principal Engineer.

This position has no direct supervisory responsibilities.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

 Oversee technical staff in the review and design of construction of public infrastructure projects within the Engineering Division of the Community Development Department.



- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, and studies; participate in the development and preparation of plans, specifications and cost estimates for proposed and public improvement.
- Review preliminary and final plans for proposed subdivisions; ensure plans comply with codes, regulations, and ordinances; recommend changes.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Review and rate the city's roads for the Pavement Management System; analyze and evaluate
  existing city streets for resurfacing and reconstruction; update city maps; conduct traffic counts
  and maintain the traffic map.
- Maintain and update computer generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.
- Prepare preliminary plans and cost estimates; review commercial and residential site plans; respond to city staff and the general public concerning developments.
- Review and monitor compliance under the city's storm water management program.
- Issue permits to contractors, including driveways, encroachments, and sidewalks; ensure permit work is performed in the right-of-way.
- Interact with the public, contractor, and contractor's employees and subcontractors on a daily basis, providing the first level of response to the public during the construction of public infrastructure projects.
- Research, analyze, and prepare written reports; conduct a variety of engineering studies; collect, record, and summarize statistical data; develop effective and efficient project models.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare and participate in a variety of land, design, construction and topographic survey projects including the collection and interpretation of survey information, staking construction projects and making field adjustments.



- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of complex engineering calculations including earthwork quantities, and project quantities for payment.
- Prepare or review easement and property acquisition documents.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer and Principal Engineer; conduct special projects and research; make recommendations about sensitive or complex projects.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Perform other duties as assigned.

## **MINIMUM SKILLS AND QUALIFICATIONS**

## REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including public construction and structural design.
- Principles and techniques of construction cost analysis and estimates.
- Principles and procedures of construction and engineering inspections.
- Public infrastructure construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Modern office procedures, methods, and computer equipment including computer aided drafting software.
- Advanced drafting methods and techniques.
- Principles and techniques of computer aided design software.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.
- Various technical survey equipment.
- Basic principles and techniques of cost analysis.
- Principles of report preparation.



- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state and local laws, codes and regulations, including safety regulations.

## ABILITY TO PERFORM

- Develop, review, and document specifications for assigned projects.
- Prepare clear and concise technical engineering reports.
- Design and construct engineering plans.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- · Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including city staff and the general public.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Two years of technical engineering experience.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of an Engineer in Training certificate issued by the State of Iowa.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



Job Title	Cultural Programs Supervisor	Job Code	813
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	4/4/2013	Adopted	
Amended	4/22/2013 6/23/2014 6/5/2017 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

## POSITION DEFINITION

Plan and coordinate the activities and operations of the cultural arts programs and services, including the Hearst Center for the Arts; coordinate assigned activities with other city departments and divisions, outside agencies and the general public; provide responsible staff assistance to the Visitors & Tourism/Cultural Programs Manager and the Cedar Falls Art & Culture Board.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Visitors & Tourism/Cultural Programs Manager and policy and program direction from the Cedar Falls Art & Culture Board.

Exercises direct supervision over Hearst Coordinators and full-time and seasonal Hearst Assistants.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plan, prioritize, supervise, and coordinate the cultural arts programs with policy direction from the Cedar Falls Art & Culture Board and the Visitors & Tourism/Cultural Programs Manager; participate in the development and implementation of goals, objectives, policies, and priorities for the cultural arts services and programs within the Municipal Operations & Programs Department.
- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures to the Visitors & Tourism/Cultural Programs Manager.



- Identify opportunities for improving service delivery methods and procedures; identify resource needs and allocate resources appropriately; recommend and implement improvements, policies, and procedures.
- Direct, coordinate, and review the work plan for the cultural arts programs; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems; make adjustments as necessary.
- Assist and administer the cultural division's budget as part of the Municipal Operations & Programs Department budget; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; make adjustments as appropriate.
- Coordinate programs and services with those of other divisions and outside agencies and
  organizations; serve as liaison for the Hearst Center with other city departments, divisions and
  outside agencies; negotiate and resolve issues; oversee the facility maintenance activities and
  operations for the center; oversee the security procedures and activities.
- Compose, compile, prepare, review and distribute a variety of correspondence, reports, and documents; maintain and update files and records as needed.
- Serve as staff liaison to the Cedar Falls Art & Culture Board in developing programs and policies
  for the Hearst Center for the Arts; develop and administer programs; work with a variety of
  outside groups, agencies and associations to promote and supervise programs and services;
  perform a variety of marketing activities related to cultural arts activities.
- Prepare grant applications; actively seek out alternate funds such as private donations, special program grants, matching funds, and others; work with the Cedar Falls Art & Culture Board to develop endowment, capital and special project funds.
- Provide staff assistance to the Cedar Falls Art & Culture Board and the Visitors & Tourism/Cultural Programs Manager; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.
- Collect, preserve and display a permanent art collection for the City of Cedar Falls as approved by the board; work with artists to develop exhibits and programs; make recommendations to the Cedar Falls Art & Culture Board for purchase of art works.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of cultural arts.
- Perform other related duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of comprehensive community cultural arts programming.
- Modern principles and practices of cultural art services and program administration.
- Basic facility maintenance and custodial operations.
- Principles of municipal budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Principles of volunteer management.
- Modern principles and practices of supervising a museum.
- Collection development and preservation practices and principles.
- Principles and practices of marketing.
- Principles of fundraising and development, including membership development.
- Modern administrative procedures, methods, and practices.
- Pertinent federal, state, and local laws, codes and regulations.
- Modern office procedures, methods and computer equipment.
- Principles of record keeping and reporting.

## **ABILITY TO PERFORM**

- Interpret and explain city policies and procedures.
- Prepare clear and concise reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



## EXPERIENCE AND TRAINING GUIDELINES

## MINIMUM EXPERIENCE

Three years of increasingly responsible experience in the management/supervision of programs, service administration, or facility management, including two years of supervisory experience.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation administration, art, business administration, business management, or a related field

## LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others; irregular working hours.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, sitting, or walking for prolonged periods of time; occasional squatting, crouching, kneeling, bending, pushing, pulling, and reaching above the shoulder motions while performing work activities; assembling art displays which may require carrying or lifting items up to 40 pounds.



Job Title	Fire Captain	Job Code	345
Department	Public Safety Services	Pay Band	11
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared		Adopted	1/26/2004
Amended	3/9/2009, 5/09/2011, 6/23/2014, 12/17/18		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## POSITION DEFINITION

Supervise, plan, and coordinate the activities and operations of a fire company or multiple fire companies, including firefighting, fire safety, fire prevention, inspections, employee training programs, and Special Programs; coordinate assigned activities with other city departments, divisions, shifts, outside agencies, and the general public; provide highly complex staff assistance to the Battalion Chief; apply independent judgment, discretion, and fire science skills in resolving problems, appraising effectiveness of techniques used, and in interpreting departmental guidelines, city fire ordinances, and state and federal laws.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director, Chiefs, Assistant Chiefs, Battalion Chief, or Public Safety Supervisors.

Exercises direct supervision over Firefighters, Public Safety Officers, and non-sworn civilian, technical, and clerical staff.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

## Essential duties and responsibilities when functioning as a Shift Captain:

- Supervise a fire company at a fire station on an assigned shift.
- Assigned as a Special Programs Coordinator for the Department. Special Programs include, but are not limited to, Training and Safety, Quality Assurance, Safety and Risk Management, Field Training Coordination, Professional Development Planning, Pre-Fire Plans, Knox Box



Coordination, Uniform and Personal Gear Coordination, Standard Operating Guidelines Updates, EMS.

- Assist in carrying out work details and clean-up assignments at a fire station.
- Respond to fire alarms and direct firefighting and rescue operations of a fire company or multiple
  fire companies, take command of emergency incidents until and if relieved of command by a
  superior officer; participate in firefighting and rescue work.
- Order initial evacuation, entry by firefighters, and call for mutual aid and additional equipment upon arrival at a fire unless superior officer is already present.
- Assist in planning, organizing, and directing activities of the fire rescue operation shift; direct the shift in the absence of the Battalion Chief.
- Inspect commercial, industrial, and residential apartment buildings for compliance with the recommendations of the Fire Prevention Code, Minimum Housing Code, and all other standards for fire safety.
- Inspect the storage and use of explosive and flammable materials.
- Prepare and maintain records and reports.
- Provides coaching, counseling, evaluation, and discipline of subordinates within departmental guidelines and city personnel policies.
- Recommend, train, motivate, and evaluate assigned personnel; serve as needed on Interview
  Committee to evaluate potential new personnel; work with employees to correct deficiencies;
  determine and implement discipline, specifically verbal and written warnings, and recommend
  suspension and termination as appropriate; assist in training activities for fire division personnel
  acting as a field training instructor.
- Oversee and ensure shift personnel clean and maintain station facilities, grounds, equipment and apparatus; ensure that appropriate conditions are maintained at assigned fire station; ensure that all equipment and apparatus is in a constant state of readiness for emergency calls through daily equipment check and the regular exercising of vehicles and equipment; maintain equipment inventory within the fire division.

# ESSENTIAL DUTIES AND RESPONSIBILITIES

## Essential duties and responsibilities when functioning as a Training/Staffing Captain:

## **PURPOSE**

The primary purpose of the Cedar Falls Fire Rescue training/staffing officer position is to provide quality training for the fire division emergency services personnel and to assist in assuring adequate staffing levels are maintained and coordinated among alternative staff. The training officer will work a 40 or 53 hour week schedule as necessary to accomplish assigned goals. The position will work under the direction of the Battalion Chief of Administrative Services and will work with other officers and personnel on a daily basis.



- Respond to emergencies as assigned and be available to respond to emergencies while off duty as needed (typically structure fires or other large incidents requiring additional staffing).
- Provide staffing help during a normal workday on a limited basis if assigned to a 40 hour week schedule.
- Develop and implement an annual training plan for emergency response personnel based on strategic plan, actual needs, and various standards.
- Provide a monthly training schedule based on the strategic plan, actual needs, and assigned standards.
- Develop and implement a training plan for three levels: department, shift/company, and individual.
- Provide four night trainings per shift per year.
- Coordinate and track all training and development in a preapproved format.
- Work with other officers with the goal of all shift employees achieving 20 hours of training per month on average.
- Approve training requests for external training and development opportunities based on training goals for the department, classification, and the individual.
- Work closely with function leaders on development of the training plan.
- Seek outside training and development for function leaders.
- Maintain training budget, submit training budget request to the Fire Chief and Battalion Chief of Administrative Services in October of each year. This request is to include program goals and plan for the following fiscal year.
- Evaluate, review, and revise training program as needed.
- Develop and coordinate training program for volunteers, part-time, paid on call, and career firefighters.
- Develop and implement a skills assessment and review for all personnel.
- Assist in the recruitment, testing, and training of career and volunteer firefighters.
- Provide information for monthly and annual reports.
- Provide support in completion of Fire Division Strategic Plan.
- Assist in scheduling volunteer, part-time, and paid on call employees to ensure adequate staffing on a daily basis.



Provide support to other projects as assigned by the Fire Chief.

#### MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Knowledge and use of modern management practices.
- Modern firefighting and rescue techniques, methods, and practices.
- Mechanical, chemical, and related characteristics of a wide variety of flammable, explosive, and similar materials.
- The operation and maintenance of firefighting apparatus and specialized materials.
- Fire prevention laws, ordinances, rules, and regulations.
- The principles and practices of fire safety and of inspectional techniques.
- Fire division policies, rules, and regulations.
- First aid and rescue methods and techniques.
- The geography of the city, including principal buildings, hydrants, and the location of special fire hazards.
- Principles of supervision, training, and performance evaluation.
- Fire division collective bargaining contracts.

## ABILITY TO PERFORM

- Work independently without direct supervision.
- Utilize discretion within general departmental guidelines to make independent decisions and take action during emergencies or as a Special Programs Coordinator.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Establish and maintain effective relationships with property owners, employees, and the public.
- Communicate clearly and concisely, both orally and in writing.
- Interpret and enforce laws, ordinances, and regulations with firmness, tact, and impartiality.



## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Four years of firefighting experience in a municipal fire department with a minimum of 1 year at the City of Cedar Falls.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of Firefighter I Certification.

Possession of, or ability to obtain, Firefighter II Certification.

Possession of, or ability to obtain, Fire Service Instructor I Certification.

Possession of, or ability to obtain, Fire Officer I Certification.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

## Illustrative Examples of Work Environment

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is minimally exposed to: poison oak, explosives, working alone, and working below ground. The employee is moderately exposed to: inside and outside work; outside weather conditions; wet and/or humid conditions; extreme cold, dampness or chilling; dry atmosphere conditions and/or humidity; working in confined spaces; irregular work hours, including weekends, holidays, and extended hours in emergency, disaster, or other situations influenced by workload or staffing difficulties; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fire, smoke, and extreme heat; working on ladders/scaffolds and in high, precarious places; vibrations, noise, slippery/uneven surfaces; grease and oils, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals and solvents (cleaning equipment); radiant and electrical energy. The employee is moderately to excessively exposed to: fumes, smoke, gases; unusual fatigue factors working major fires; emergency, EMS, fire and major trauma stress. The employee is



excessively exposed to heat and working closely with others. The noise level in the work environment is usually moderate to loud (>85dB).

## PHYSICAL CONDITIONS

## Illustrative Examples of Physical Demands

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job the employee is exposed to a minimal amount of repeated bending, stooping or crouching, and moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment, perform heavy lifting and carrying of 45 pounds & over, perform straight and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and/or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 pounds; moderate lifting and carrying, 15-45 pounds; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



Job Title	Fleet Maintenance Supervisor	Job Code	634
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## POSITION DEFINITION

Supervise and coordinate the services and activities of the equipment and vehicle maintenance activities and operations with the Vehicle Maintenance Section of the Municipal Operations and Programs Department; coordinate assigned activities with other city departments, divisions, units, and outside agencies; provide highly responsible and complex administrative support to the Public Works & Parks Manager.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Manager.

Exercises direct supervision over Groundskeepers, Equipment Operators, Maintenance Workers, and Equipment Mechanics.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise all services and activities of the city equipment and vehicle maintenance activities and operations; assign and oversee work of staff assigned to equipment and vehicle maintenance within the Vehicle Maintenance Section of the Municipal Operations and Programs Department.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for equipment and vehicle maintenance services, including the maintenance and repair of all light and heavy vehicles and all appropriate non-rolling equipment.
- Recommend, within departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.

# FALLS

# JOB CLASSIFICATION

- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load; identify opportunities for improvement and review with the Public Works & Parks Manager; implement improvements.
- Train, motivate and evaluate equipment and vehicle maintenance personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures; participate in the hiring process for new employees.
- Plan, direct, coordinate, and review the work plan for the vehicle maintenance unit; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Participate in the development and administration of the vehicle maintenance budget; forecast funds needed for staffing, equipment, materials, and supplies; monitor expenditures.
- Serve as liaison for the vehicle maintenance unit with other city departments, divisions, units and outside agencies; help negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the Public Works & Parks Manager; prepare and present staff reports and other necessary correspondence.
- Develop and monitor schedules for maintaining and repairing vehicles and equipment; work with various city staff members to schedule vehicles and ensure appropriate turn around for repairs and maintenance.
- Make recommendations for new equipment purchases; prepare specifications for new purchases as assigned; assist in the preparation of specifications for new vehicles and equipment for other departments, divisions, and units; order and purchase supplies and equipment as appropriate.
- Establish and monitor complete, accurate, and accountable controls for all fuel, parts, supplies and tools used.
- Maintain records and inventory of all repairs and maintenance completed on city vehicles and equipment; maintain records and inventory of all parts and supplies procured for vehicle and equipment maintenance operations.
- Participate in union contract negotiations; participate in the resolutions of employee grievances.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fleet maintenance and repair.
- Respond to and resolve difficult and sensitive inquiries and complaints.
- May participate in supervision of other units within Public Works & Parks Division as assigned.



- Participate and supervise snow removal program for city as assigned; oversee crews assigned to snow removal operations; operate vehicles and equipment to remove snow and ice from city streets.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of a municipal vehicle and equipment maintenance and repair program.
- Materials, methods, practices and equipment used in the maintenance and repair of a wide variety of light and heavy vehicles and other equipment.
- Occupational hazards and standard safety precautions necessary in the work environment.
- Operating and repair characteristics of the entire range of city owned vehicles and equipment.
- Organizational and management practices as applied to the analysis and evaluation of vehicle and equipment maintenance services, policies and operational needs
- Modern and complex principles, practices, and procedures of automotive and equipment maintenance and repair.
- City and state purchasing procedures and policies.
- Advanced principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent Federal, State, and local laws, codes and regulations

# **ABILITY TO PERFORM**

- Analyze problems; identify alternative solutions and implement recommendations in support of goals.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work



## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Six years of increasingly responsible experience in the maintenance and repair of all types of light and heavy automotive and other equipment including one year of lead supervisory responsibility.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent, supplemented with advanced training in automotive and equipment maintenance and repair.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid commercial driver's license with tank, air brake and tractor trailer endorsements from the State of Iowa.

## WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office/vehicle repair shop environment; exposure to heavy equipment, dust, dirt, noise (>85dB), and grease; exposure to hazardous materials and waste, electrical hazards, flammable materials, gas fumes, and other potentially harmful vapors, outdoor and extreme weather conditions; irregular hours; confined spaces; working alongside moving traffic on roads.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, walking, kneeling, bending, and crouching for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions while performing work activities; carrying or lifting greater than 40 pounds; operating motorized equipment and vehicles.



Job Title	GIS Analyst	Job Code	326
Department	Finance and Business Operations	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	4/30/2015	Adopted	5/18/2015
Amended	12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Supervise, develop, utilize, and maintain the city's Geographic Information System; coordinate these duties with other city departments, partners to city projects, other government groups, and private sector businesses.

# DISTINGUISHING CHARACTERISTICS

This is a professional position that analyzes, maintains, and provides training on specialized GIS data systems, procedures, applications, and data solutions that support and improve situational awareness and city business processes and efficiencies for city staff. Employees at this level receive little instruction or assistance unless new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Systems Manager

This position has no direct supervisory responsibilities.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

 Provide high quality spatial analysis, modeling, and data-driven solutions to problems such as infrastructure location and data, transportation planning, land use, utility service provision and auditing, demographics, street quality monitoring, and forecasting.



- Develop standards and implement best practices in the development, manipulating, and updating
  of geospatial data and technology.
- Coordinate GIS data conversion and cartographic production activities and respond to user requests for maps and information requiring cartography and special analysis.
- Develop, design, and maintain databases of spatial information to provide the necessary breadth of information to support and advance business processes and efficiencies.
- Create and coordinate workflow models as appropriate.
- Document procedures used in the creation and management of GIS information.
- Coordinate with City departments and outside agencies to collect, prepare, and maintain primarily GIS-based and potentially other maps, graphs, charts, records, and reports as requested for presentations, interactive map applications, field work, quality control, and related aspects.
- Train employees in developing, utilizing, and applying GIS and potentially other applications.
   Provide technical assistance to resolve problems or assist in project completion.
- Maintain the City's geospatial data and coordinate with appropriate departments/divisions as well
  as other public and private agencies to establish regular procedures to review data maintained by
  others, ensuring it is current, accurate, reliable, timely, and consistently maintained.
- Utilize other mapping technology and software to create maps and data, such as Computer Aided Drafting (CAD) and Global Positioning Systems (GPS).
- Import and convert, as necessary, aerial photography and CAD drawings prepared by others.
- Digitize features to develop and maintain a shared, computerized database of maps and landrelated information.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the Division.

## OTHER DUTIES AND RESPONSIBILITIES

- Participate in planning, technology, and engineering related services or studies, including drafting upcoming construction projects, drawing and updating city maps, and recording and cataloging new developments and subdivisions.
- Design site layouts or develop scenarios.
- Prepare or assist in preparing grant requests.
- Prepare or assist in land, design, construction and topographic survey projects.



- Assist in the review and monitoring of compliance under the City's storm water management program.
- Assist in land use permits, enforcing the city's zoning ordinance, notifying property owners of code violations, responding to and resolving difficult and sensitive citizen inquiries and complaints, and taking photographs of current projects.
- Provide responsible staff assistance to the Finance and Business Operations Department and other city departments; assist in special research projects as requested; make public presentations to various groups, boards and commissions regarding GIS and related topic matters.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Use of current GIS software and extensions.
- Geospatial principles data models and standards for geospatial data.
- Principles, best practices, and current trends in geospatial technologies, services and methodologies, spatial databases, cartography, visual communication, and general hardware and software.
- Relational database modeling, management, and scripting.
- Topological relationships, utility networks, and street networks
- CAD programs and their ability to interface with GIS.
- Principles of computer technology including hardware and software and current technological advances and trends; methods and practices of installation and upgrade of computer hardware and software
- Basic database and file design theory and principles.
- Debugging and problem determination techniques and products.
- Basic mathematical principles and practices.
- Basic surveying, drafting, site planning, and architectural design methods, practices and techniques.
- Basic understanding of the structure and processes of state or local government.



Federal, state, and local laws, codes, and regulations pertaining to the responsibilities and duties
of the position.

# **ABILITY TO PERFORM**

- Prepare clear and concise reports and technical documents.
- Maintain confidentiality in the performance of duties.
- Exhibit strong decision-making skills.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Two to four years of experience managing SQL server databases and ArcGIS enterprise software or possession of Geographical Information Systems (GIS) certification.

# MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in Geographical Information Systems, Global Positioning Systems, Cartography and Remote Sensing, or related field and four years of professional experience.

### OR

Bachelor's degree from an accredited college or university in Geographical Information Systems, Global Positioning Systems, Cartography and Remote Sensing, or related field and two years of professional experience.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

GIS Certification preferred.



# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions and working alongside moving traffic.

# **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for light or moderate lifting up to 40 pounds; frequent sitting for prolonged periods of time; occasional standing, walking, climbing, bending, or kneeling for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title	Land Surveyor	Job Code	260
Department	Community Development	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 6/23/2014, 6/5/2017, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

# **POSITION DEFINITION**

Supervise, assign, review, and participate in the city's land surveying activities and services of the Engineering Division within the Community Development Department; provide highly responsible staff assistance to the City Engineer.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer.

May exercise direct supervision over Engineering Technicians and interns.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform construction surveying for infrastructure improvement projects; define elevations and definitions, control points, curve data, angles, boundaries, cross sections and areas to ensure projects are constructed according to the plans; adjust design alignments and grades as necessary; perform additional construction survey related needs.
- Prepare a variety of topographic survey sketches; assemble accurate plats and legal descriptions for the acquisition, maintenance, and disposal of city property and rights-of-way.
- Conduct field surveys to design street reconstruction plans; design centerline and gutter grades; locate field evidence for determining existing property and utility lines and rights-of-way.



- Plan, prioritize, assign, and review the work of technical staff involved in the survey operation;
   train and supervise personnel assigned to survey work.
- Set-up and operate a full range of electronic survey and data collection equipment; maintain and adjust the survey instruments and equipment.
- Monitor the city survey programs, records, and information; oversee the collection and maintenance of all survey records, field notes, and related information.
- Respond to and assist the general public, engineers, and contractors with questions and complaints regarding surveying, drainage, and engineering activities.
- Calculate survey data such as earthwork volume computations and various complex mathematical computations.
- Maintain a high level of proficiency in the use of AutoCAD or other drafting software in order to assist the Engineering Division staff as needed in the design of public infrastructure projects; make recommendations for purchasing improved design software programs.

### OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in the area of surveying.
- Assist in the development and advancement of GIS with data collection record keeping, committee support, or other activities.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services, and activities of a surveying program.
- Surveying methods, practices, and techniques.
- Applicable principles, practices, methods, and techniques of engineering as related to survey work.
- Pertinent federal, state, and local laws, codes, and regulations including those dealing with development, construction, and surveying.
- Basic construction and engineering principles, practices, and techniques.
- Principles and techniques of computer aided design software.



- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in surveying projects.
- · Record keeping techniques.
- Advanced principles of geometry and trigonometry.

# **ABILITY TO PERFORM**

- Understand and interpret engineering plans, diagrams, construction plans, specifications and blueprints.
- Understand and interpret legal descriptions, record survey maps, deeds and other related documents.
- Interpret and explain city surveying policies and procedures.
- Respond tactfully to citizen inquiries and complaints.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- · Establish and maintain effective working relationships with those contacted in the course of work.

# **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four to ten years of surveying experience as required by Principles and Practice of Land Surveying Examination.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in engineering technology or a related field in addition to ten years of experience.

## OR

Bachelor's degree from an accredited college or university with major course work in civil/construction engineering or a related field in addition to four years of experience.



# LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Registered Land Surveyor Certificate issued in the State of Iowa required.

# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Field/office environment; exposure to hazards associated with working in and near traffic, near heavy construction equipment, dust and dirt, noise (>85dB), and inclement and extreme weather conditions; irregular working hours.

# PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; bending, crawling or kneeling during survey activities; climbing ladders/stairs; carrying or lifting items greater than 40 pounds; ability to distinguish color.



Job Title	Network Administrator	Job Code	211
Department	Finance and Business Operations	Pay Band	11

FLSA Status Exempt Union Status Non-Union

Prepared 2/21/2001 Adopted

**Amended** 3/26/2001, 8/25/2003, 6/23/2008, 6/11/2012, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Responsible for technical, administrative, confidential, and support duties in the design, development, and implementation of information services systems; install, coordinate, and maintain network components, servers, workstations, and systems; monitor network traffic and maintain network system security and integrity; assist and oversee user training needs assessment, development of training materials, and completion of user training; support the city's telecommunications system; instruct and support users in the effective operation of all hardware, software applications, and peripheral equipment. Provide management and administrative support to the Information Systems Manager or assigned staff and to supervise support staff.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Systems Manager.

Receives direction from the Police Chief in all aspects of the installation, administration, and maintenance of systems used solely by the Public Safety Services.

Exercises direct supervision over Information Systems Technicians.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## ESSENTIAL DUTIES AND RESPONSIBILITIES

• Install, administer, and maintain the city's networks and networking components, including servers, switches, routers, wireless devices, workstations, and cabling; monitor network traffic; maintain security and integrity of all networks.



- Examine and configure networking equipment to resolve communications and connectivity issues.
- Coordinate and supervise the configuration and installation of new or existing workstations, software applications, printers, and other peripheral equipment.
- Complete requests for service from users and establish priorities for work order requests. Supervise staff handling incoming requests for service.
- Repair or replace and supervise the repair/replacement of malfunctioning equipment or software.
- Analyze current systems and make short and long term planning recommendations to the Information Systems Manager regarding implementation of new systems and efficient utilization of current systems. Assist Information Systems Manager with budget preparation, organization, and operation of networks and equipment.
- Assist staff and computer users in the operation of current and new systems, software, and
  equipment; assist staff in identifying user training needs, oversee the development of training
  materials and the completion of training sessions; provide technical advice to staff and users;
  answer questions and provide information to staff and user departments; troubleshoot problems
  and debug systems.
- Coordinate with system vendors to answer questions, obtain information, troubleshoot, and resolve systems, hardware, software, and other issues. Act as a liaison to vendor service representatives to ensure issues are resolved.
- Administer the city's telecommunications systems; provide support for the operations, maintenance, programming, and installation of telecommunications equipment; maintain records related to telecommunications systems and equipment.
- Administers and maintains the city's video surveillance systems; provide support for the
  operations, maintenance, and installation of video equipment; provides for the routine and
  essential backup of video files; maintain records related to surveillance systems and equipment.
- Coordinate and supervise temporary replacement of inoperable computer and network equipment.
- Maintain public safety applications and hardware.
- Solve various kinds of use and resource problems directly or indirectly related to the system
  design, development, or implementation; solve problems related to programming or data
  processing operations.
- Supervise Information Systems Technicians and may supervise clerical support and part-time staff. Assist in the selection and discipline of staff.



## OTHER DUTIES AND RESPONSIBILITIES

- Complete a variety of special projects; provide information and assistance to computer consultants.
- Attend and participate in professional group meetings; stay abreast of technological changes or advancements in the areas of data processing, operations, new or updated software and hardware, and various applications; read and interpret technical publications and manuals.
- Provide backup functions for Information Systems Manager and Information Systems Technician position as needed.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Principles, practices, and techniques of computer system planning, design, acquisition, installation, and maintenance of the infrastructure.
- Principles, practices, and techniques of the operation and functioning of the Internet and TCP/IP.
- Principles, practices, and techniques of computer technology including hardware and software.
- Principles, practices, and techniques of networking hardware and hardware configuration, including storage devices, memory, and other specialized hardware.
- Internal structure of computer operating systems.
- Data communications equipment and peripherals.
- Basic wiring, network cabling, communications, and radio/wireless systems.
- Operation of IBM or compatible microcomputers and operating systems.
- Novell Netware server administration and workstation installation, GroupWise, Microsoft SQL Server, Windows Server 2000, 2003, DOS, Windows XP, Microsoft Office, Internet Explorer, and other applications necessary to perform the essential duties and responsibilities.
- Internet and fast Ethernet networking equipment, and TCP/IP and IPX protocols.
- Methods and practices of installation and upgrading of personal computer hardware and software.
- Basic database and file design theory and principles.



- Operational features of telecommunications systems and related equipment.
- Computer security systems and file protection schemes.
- Debugging and problem determination techniques and products.
- Current hardware and software technological advances and trends in the data processing field.
- Computerized data processing systems, including machine capabilities and applications potential.
- Available computer software packages.
- Basic principles for the administration of a municipal budget; fiscal responsibility regarding the procurement of parts, hardware, and software purchases.
- Occupational hazards and standard safety precautions necessary in the work.
- Principles of supervision, training, and performance evaluation.
- City and departmental policies and procedures.
- Pertinent federal, state, and local laws, codes and safety regulations.

## **ABILITY TO PERFORM**

- Apply the required knowledge, logic, and reasoning to make prompt and effective decisions; act
  upon those decisions with decisiveness and assertiveness; quickly and effectively evaluate and
  supervise alternative courses of action and select the most appropriate alternative to perform the
  essential duties and responsibilities of the position.
- Exercise judgment in prioritizing requests, determine system capabilities, and recommend solutions.
- Plan, implement, and manage complex assignments and projects.
- Research, analyze, and resolve complex information services issues.
- Work independently and with others with general direction from the I.S. Manager.
- Communicate clearly and concisely both orally and in writing to analyze and interpret data, review
  operating and technical information, effectuate user training and respond to questions by
  coworkers, City officials, members of the public, and State and Federal agencies.
- Read, understand, and interpret complex manuals and other written materials and the ability to apply the knowledge and information gained from the materials to effectively perform the essential duties and responsibilities of the position.
- Prepare clear and concise reports and technical documents, and training materials.



- Maintain confidentiality in the performance of duties.
- Perform job duties beyond normal working hours on an on-call basis to fulfill requirements of the position; deliver work product and services with responsiveness, courtesy and tact with interactions with customers and supervisors.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Work with diverse groups of people and utilize varied methods and techniques to ensure understanding.
- Maintain composure and perform effectively in stressful situations with individuals that may be angry, argumentative, or disagreeable; respond with tact, sound judgment and discretion; manage conflict and perform efficiently and effectively with ongoing interruptions and requests for assistance.

#### **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Two to four years of experience in network administration or user training/support; one year of lead supervisory responsibility preferred.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree in Computer Science, Management Information Systems, or related field with two years of experience

#### OR

Associate's degree in Computer Science, Management Information Systems, or related field with four years of experience.

#### LICENSES/CERTIFICATIONS REQUIRED

CompTIA A+ Certification, Microsoft Certified Solutions Expert (MCSE), Microsoft Certified Solutions Associate (MCSA), or Microsoft Certified Technology Specialist (MCTS) preferred.

# WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; exposure to loud noises (>85dB); outdoor and extreme weather conditions; working in close proximity to moving machinery/equipment; working alongside moving traffic on roads; electrical hazards.



# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; carrying or lifting greater than 40 pounds; squatting; crouching; kneeling; bending; pushing, pulling, and reaching motions; general manual dexterity required for typing for prolonged periods of time.



Job Title	Public Works and Parks Supervisor	Job Code	650
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	6/2012	Adopted	7/23/2012
Amended	6/23/2014 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, supervise, and participate in the work of staff responsible for the daily operations of an assigned section within the Public Works & Parks Division, including cemeteries, parks, playgrounds, recreational trails, public grounds and recreational trails, golf courses, project landscaping, and street, sidewalk, alley, and parking lot construction and maintenance; provide responsible staff assistance to the Public Works & Parks Manager,

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Manager.

Exercises direct supervision over Groundskeepers, Arborist, Equipment Operators, Laborers, and Maintenance Workers.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Prepare various reports on Public Works & Parks Division operations and activities; coordinate projects/employees with other Public Works & Parks Division supervisors.
- Answer questions and provide information to the public concerning Public Works & Parks Division facilities and operations, maintenance practices, policies and procedures; investigate complaints (including vegetation ordinance) and take corrective action. Conduct inspections, prepare correspondence, and meet with the public.



- Oversee and participate in the preparation of specific events, including setup of special equipment and materials; ensure materials are returned to appropriate locations.
- Participate in and monitor the maintenance and operation of all equipment and vehicles assigned to the work area; work with equipment maintenance personnel to coordinate repair and maintenance of vehicles and equipment; ensure all assigned staff follow all preventive maintenance guidelines; evaluate equipment condition, forecast usable equipment life, plan for cost effective, long-term replacement of equipment through the vehicle replacement program; prepare and review specifications for equipment and materials and make recommendations for new purchases; order and purchase supplies and equipment as appropriate; maintain contacts with vendors to procure equipment and supplies; approve purchases and monitor administration of annual budget; recommend budgetary adjustments as appropriate.
- Assist with design and development of Public Works & Parks Division projects; review plans, specifications, contract documents and work schedules for various projects and work programs; coordinate and supervise contractor projects related to the work area's range of services and activities; monitor projects to ensure contractors meet workmanship, specifications and terms of contracts; work with contractors to solve problems; estimate project costs; participate in the coordination of construction projects with other city divisions and departments.
- Sell cemetery plots; maintain records of sales; process deeds and ownership records; record and
  file all appropriate documents; collect and process fees; recommend cemetery rates, land use,
  rules and regulations. Supervise burials; maintain interment records; ensure compliance with all
  appropriate regulations and laws; oversee placement of monuments and facings; assign and
  monitor repair of monuments.
- Supervise internal and external pesticide applicators, coordinate annual work, and update pesticide reduction plan.
- Supervise the snow removal plan for the city; assign crews to specific routes or functions; ensure
  the readiness of the equipment and supplies; monitor the supplies of materials needed to sand
  and treat roadways, parking lots and sidewalks; ensure the adequate assignment of staff to the
  snow removal operations and activities; participate in the work of snow removal as required;
  schedule and assign personnel to call back status.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures for assigned work area; assess and monitor work load; identify opportunities for improvement and review with management staff; implement improvements.
- Participate in the selection of staff; provide or coordinate staff training; motivate and evaluate employee performance; work with employees to correct deficiencies; recommend disciplinary and termination procedures.
- Provide responsible staff assistance to the Public Works & Parks Manager; assist with annual budget preparations and administration; forecast and recommend funds for staffing, equipment, materials, supplies and other resources; prepare and present staff reports and other necessary correspondence.



- Serve as liaison for the assigned work area with other work areas, departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Ensure the adherence to safe work practices by all assigned personnel; ensure the adherence of the work area's services and operations to all applicable local, state and federal standards, ordinances, statutes and guidelines.

## OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in areas of responsibility; attend and participate in professional development meetings as assigned.
- Conduct special reports and research as required.
- Participate in union contract negotiations; participate in the resolution of employee grievances.
- May assume responsibility for multiple work areas as assigned.
- · Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services, and activities of a municipal cemetery.
- Regulations and procedures for conducting and preparing burials.
- Grounds and facility maintenance operations and activities.
- Principles and procedures of grounds maintenance, light construction, equipment operations, tools, and safety inspections and practices.
- Basic carpentry, masonry, painting, and lawn care.
- Administrative procedures for selling and recording burial plots.
- Current trends, techniques, and work procedures in park, grounds maintenance, or tree care and maintenance.
- Playground equipment installation and safety.
- Procedures and regulations for pesticide and other chemical applications.
- Current trends, operations, services, and activities in park development and maintenance programs.



- Construction and landscaping methods, procedures, and practices.
- Operations, repair, and maintenance of all vehicles, equipment, and machinery related to areas of responsibility.
- Cemetery, Park, or Arborist operations, duties and requirements.
- Operations, services, equipment, and activities of sanitation and street construction and maintenance program.
- Operations, services, and activities of a sanitation services program, including operations of a transfer station.
- City infrastructure.
- Principles and procedures of record keeping.
- Modern office procedures, methods, and computer equipment.
- Basic principles and procedures for development and administration of a municipal budget.
- Procedures and policies for purchasing supplies and equipment.
- Pertinent federal, state, and local laws, codes and safety regulations.
- Occupational hazards and standard safety precautions necessary during working conditions.
- Principles of employee selection, supervision, training and performance evaluation.

# **ABILITY TO PERFORM**

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including the general public.
- Oversee and coordinate multiple projects.
- Prepare clear and concise reports.



### EXPERIENCE AND TRAINING GUIDELINES

### MINIMUM EXPERIENCE

Four years of increasingly responsible experience in cemetery operations, grounds, maintenance, arboricultural services or related area; or streets construction and maintenance and /or sanitation services and operations or related area; including one year of lead supervisory responsibility.

Experience operating Public Works & Parks Division hand tools, vehicles and equipment. Experience preferred in diagnosing, repairing, maintaining and purchasing large and small maintenance equipment and vehicles.

## MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain a Class B Commercial Driver's License (CDL),

# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, kneeling or walking for prolonged periods of time; climbing stairs and ladders; stooping; occasional moderate to heavy moving, lifting, strenuous manual labor; the use of arms and legs; general manual dexterity; operating light and heavy motorized equipment and vehicles associated with occasional maintenance and construction activities.



Job Title	Recreation Programs Supervisor	Job Code	350
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	6/23/2014, 12/21/2015, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Supervise, plan, and coordinate sports, recreation, and/or aquatic activities and programs for patrons of all ages of the Municipal Operations and Programs Department; coordinate assigned activities with other divisions, outside agencies, volunteers, and the general public; provide highly responsible staff assistance to the Recreation & Community Programs Manager.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Recreation & Community Programs Manager.

Exercises direct supervision over part-time seasonal staff members and volunteers.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinate the organization, staffing, and operational activities for various athletic, recreation, and/or aquatic programs for youth and adults; supervise youth and adult sports programs, including fields, gyms, coaches, parents, spectators and officials; supervise youth and adult instructional aquatic programs.
- Participate in the development and implementation of goals, objectives, policies, and priorities for recreation, sports, and/or aquatic activities; recommend and implement policies and procedures, standards for programs, safety, and fiscal control.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; assist with implementing improvements.



- Direct, coordinate, and review the work plan for the sports, recreation, and/or aquatic activities; assign work activities and projects to city staff, contractual employees, and volunteers; review and evaluate work methods and procedures; meet with staff to identify and resolve problems.
- Recruit, select, train, motivate, supervise and evaluate sports, recreation and/or aquatic
  personnel, including officials; provide or coordinate staff training; work with employees to correct
  deficiencies.
- Prepare, maintain and update a variety of files and records for sports leagues, recreation programs, and/or aquatic programs; prepare and submit employee payroll to the appropriate department.
- Oversee the registration process for games, leagues, tournaments, and/or aquatic programming; coordinate assignment of teams to facilities; coordinate facilities, maintain records of fees paid; review and evaluate fees schedules and make recommendations for revisions to appropriate personnel; market and promote programs and services; prepare fliers and other informational materials.
- Coordinate sports, recreation, and/or aquatic activities with those of other divisions, outside
  agencies and organizations; coordinate agreements with other organizations, including indoor
  pool usage.
- Research, propose, obtain bids, and purchase appropriate equipment, supplies, and materials for
  programs and services; maintain contacts with vendors and suppliers; oversee records for
  issuance of equipment and supplies to program participants and employees. Assist with cash
  /inventory control, monitor revenues, and expenditures with assigned budget, recommend budget
  items; process bills for payment.
- Schedule, coordinate, and oversee competitive tournaments/events at city facilities; conduct clinics, seminars, and classes as appropriate.
- Ensure the maintenance of materials and supplies for sports, recreation, and/or aquatic operations and facilities; requisition materials and supplies as required; performs routine housekeeping, routine maintenance, and program support.
- Solicit sponsors and generate revenue sources to support sports, recreation, and aquatic activities and programs.
- Serve as primary communicator between seasonal staff in the field, program participants, facility
  users, and the Recreation and Community Programs Manager; investigate and resolve
  complaints and problems as appropriate; respond to calls of an emergency nature after hours;
  assist in setting priorities to deal with emergencies and unanticipated needs.
- Administer applicable laws related to athletic, recreations, and swimming pools, including concession operations and sales.
- Ensure staff complies with applicable safety and occupational health standards and department policies and procedures.



### OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the Recreation & Community Programs Manager; assist with budget development, financial projections, and administration of budgeted funds.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of athletic, recreation, and/or aquatic programs and services.
- Schedule and reserve fields or facilities for the general public including groups and individuals.
- Lead, instruct, or officiate one or more activities as requested; performs related work to support the organization; monitors general condition of facility and responds to any defects or damages.
- Act in the absence of seasonal staff; greet public; handle concerns; answer questions; anticipate services needed and make needed arrangements for services; communicate rules of conduct.
- Assist in monitoring equipment and building conditions around the Rec Center, swimming pools, or other recreation facilities.
- Assist patrons with registration for memberships, passes, beach house and shelter rentals, adult
  and youth programs, and equipment rental.
- Conduct opening and closing procedures for recreation facilities, as needed.
- Assist in assessing and determining appropriate actions for disciplinary problems, as needed for all facilities.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of athletics, recreation, and/or aquatic programs for patrons of all ages.
- Basic rules and knowledge of regulations of a variety of team and individual sports and/or aquatic activities.
- Principles of league and tournament pairings and scheduling.
- Rules and regulations for officiating athletic events.
- Principles of hiring procedures, supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes and regulations.



- English usage, spelling, grammar and punctuation.
- Principles of business letter writing and report preparation.
- Modern office procedures, methods, and computer equipment.
- Principles and procedures of record keeping.
- Instruction techniques.
- Customer service principles and practices.

# **ABILITY TO PERFORM**

- Work independently and in a team environment.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively deal with personal danger, which may include exposure to irate fans, players, coaches and officials.

### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Two years of increasingly responsible experience in coordination of athletic, recreation, aquatic, or other recreation activities including one year of lead or supervisory experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation administration, sports management, fitness, physical education, business administration, or a related field.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, First Aid, CPR, and AED training and certification. If assigned to supervise aquatics, current Lifeguarding Certification, CPR For The Professional Rescuer and AED; ability to obtain Life Guard Instructor Trainer (LGIT) and Certified Pool Operator (CPO); ability to obtain Water Safety Instructor (WSI) and Water Safety Instructor Trainer (WSIT).



### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field environment with exposure to outdoor and extreme weather conditions; dirt, dust, and/or to water, aquatic chemicals, loud noises (>85dB), mechanical, electrical, and chemical hazards, close proximity to moving machinery/equipment, atmospheric conditions that affect the respiratory system or skin, dirt, and dust. Duties may require wearing a respirator, working in confined spaces, or being exposed to extreme heat; work closely with others; irregular work hours

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, climbing, balancing, stooping, kneeling, crouching, reaching, pushing, pulling, swimming, or walking; carrying and lifting items greater than 40 pounds; operating a motor vehicle.



Job Title	Traffic Operations Supervisor	Job Code	445
Department	Municipal Operations and Programs	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/2005	Adopted	
Amended	4/25/2005, 6/23/2014, 9/18/2017, 11/6/20	17, 12/17/2018	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### **POSITION DEFINITION**

Coordinate and conduct the skilled, technical, and maintenance work related to the design, installation, maintenance, and repair of the traffic control signal system, signs, and pavement markings; perform a variety of administrative and technical functions in support of the assigned areas of responsibility and complex staff assistance to the Public Works & Parks Manager.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works & Parks Manager.

Provides supervision over assigned traffic operations staff, including Maintenance Worker and Laborers.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform skilled, technical, and maintenance work to design, install, maintain and repair the traffic signals system, traffic control signs, and pavement markings; perform various administrative tasks to maintain records and inventory of work completed; operate the equipment and vehicles required for the assigned work.
- Coordinate staff assigned to complete the work of the traffic control activities and operations; train staff on services and operations; develop and distribute work orders; maintain work order records for completed work.



- Recommend and assist in the implementation of goals and objectives for the traffic control
  operations; establish schedules and methods for providing traffic control services and operations;
  implement policies and procedures as directed by supervisory and management staff.
- Make recommendations for the development and administration of the traffic control budget; forecast resource requirements; monitor expenditures; recommend purchases of equipment, supplies, and materials; assist with the development of specifications for new purchases as appropriate.
- Supervise and inspect the work performed by private contractors as appropriate; work with contractors to address problems with work and schedules; recommend changes.
- Supervise the use, distribution, and inventory of supplies and materials for the operations and activities of the traffic control operations
- Respond to citizen complaints and inquiries regarding traffic control; perform field inspections of
  existing signs, markings and signals on city streets; verify compliance with local, state and federal
  laws, codes and regulations.
- Perform electrical installation and repair projects on public infrastructure.

### OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of current trends and innovations in the field of traffic services and operations.
- Assist with the installation of local area networks in city facilities as assigned.
- Conduct special studies and projects as assigned.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Methods, materials, tools, equipment, procedures, practices and theory used in the design, installation, maintenance and repair of traffic signal systems, and traffic control signs and markings.
- · Pertinent federal, state and local laws, codes and regulations.
- Manual on Uniform Traffic Control Devices.
- Practices and procedures for traffic signalization systems and equipment.
- Practices and equipment used for pavement marking.



- Electrical wiring techniques and procedures.
- Principles of supervision, training, and performance evaluation.
- City and departmental policies and procedures
- · Modern office procedures, methods, and computer equipment.
- · Principles and procedures of record keeping.
- English usage, spelling, grammar, and punctuation.
- Safe work practices.
- Principles and practices in installing local area networks.

### **ABILITY TO PERFORM**

- Understand and interpret plans, blue prints, diagrams, specifications, work orders and notes.
- Estimate time and materials needed for assigned projects.
- Design and interpret sign plans and sketches.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Organize work for appropriate and timely completion.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Four years of increasingly responsible experience in traffic signs, signals, and markings work, including two years of supervisory responsibility.

### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.



# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of International Municipal Signal Association (IMSA) Level I and II Certification within one year from the date of employment.

#### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field and shop environment; travel from site to site; hazards associated with working in and near traffic and in close proximity to moving machinery/equipment; exposure to dust, dirt, inclement weather conditions, electrical hazards, and loud noises (>85dB); working from ladders or other high places.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for carrying or lifting items greater than 40 pounds; sitting, standing, pushing, pulling, stretching, or walking for prolonged periods of time; bending and kneeling; general manual dexterity.



Job Title	Water Reclamation Supervisor	Job Code	680
Department	Community Development	Pay Band	11
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/10/2003 6/23/2014 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

# POSITION DEFINITION

Supervise, plan, coordinate, and participate in the services and operations of the city's water reclamation collection and treatment processes and to coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Water Reclamation Manager.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Water Reclamation Manager.

Exercises direct supervision over the Operators, Maintenance Workers, Mechanic, and Laboratory Technician.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Coordinate the organization, staffing, and operational activities for the city's Water Reclamation Division including supervision of the sanitary and storm sewer collection system, lift stations, all treatment processes, operations of staff, staff training, and maintenance activities.
- Participate in the development and implementation of goals, objectives, policies and priorities for the Water Reclamation Division; identify resource needs; recommend and implement policies and procedures.
- Select, train, motivate, and evaluate Water Reclamation Division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.



- Identify opportunities for improving service delivery and operational methods and procedures; review with appropriate management staff; implement improvements.
- Participate in the development and administration of the Water Reclamation Division budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Participate in and coordinate the monitoring, maintenance, and repair of mechanical and electrical systems; ensure all preventive maintenance activities are completed; oversee the work of contractors hired to repair and install equipment, machinery and systems.
- Coordinate Water Reclamation Division purchasing processes; enter purchase requisitions for operational supplies and equipment; process and review invoices; maintain purchase order files.
- Maintain records of all sanitary and storm sewer collection system, flood levee and treatment
  activities; compile and submit applicable data to state and federal agencies for operations;
  maintain database files; prepare all appropriate monthly and other periodic activity reports;
  conduct tests of water samples and perform chemical analysis; record results of tests; take
  appropriate action based on test results.
- Oversee industrial pre-treatment program; work with industries and other agencies; ensure compliance with all applicable federal, state and local regulations; provide information and answer questions from industries, members of the public, and other agencies.
- Ensure compliance of staff with all applicable safety standards and regulations; monitor use of safety equipment; develop and present safety training programs.
- Coordinate Water Reclamation Division services and activities with those of other divisions and outside agencies and organizations; provide staff assistance to the Water Reclamation Manager; prepare and present staff reports and other necessary correspondence.
- Inspect grounds, buildings and equipment at the Water Reclamation Division and holding tanks and flood levees for needed maintenance and repairs.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints regarding Water Reclamation Division operations.
- Respond to emergencies as necessary; coordinate and assign work crews during emergency situations.
- Resolve sewer billing complaints; rewrite sewer user fee ordinance as assigned; issue septic tank hauler billings.

## OTHER DUTIES AND RESPONSIBILITIES

 Attend and participate in professional group meetings; stay abreast of new trends, regulations, standards and innovations in the field of water reclamation.



- Participate in the work of plant maintenance and operations staff.
- Provide tours of the wastewater treatment plant to various groups.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operational procedures and practices of a comprehensive wastewater treatment program.
- Materials, methods, practices and equipment used in wastewater treatment.
- Operational characteristics, services, and activities of a wastewater treatment program including operations and maintenance of the wastewater treatment plant, sanitary and storm sewer systems and lift stations.
- Tools, materials, and equipment used in the maintenance and repair of wastewater treatment plants, sanitary sewer systems and lift stations.
- Types and level of maintenance and repair activities performed in a wastewater treatment storage, collection, and distribution operation.
- General principles of biology, chemistry and mathematics as they relate to wastewater treatment.
- Electrical, mechanical, biological and chemical elements of wastewater treatment, sanitary and storm water collection systems, including lift stations.
- Occupational hazards and standard safety precautions.
- Industrial hazards, toxins and chemical reactions related to wastewater treatment operations.
- Principles and procedures of record keeping and reporting.
- Principles of budget preparation and control.
- Principles of supervision, training and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Recent developments, current literature and sources of information related to the wastewater treatment, sanitary and storm water collection field.



# **ABILITY TO PERFORM**

- Respond effectively and calmly to dissatisfied customers and emergency situations as they arise.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

## **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Two to four years of increasingly responsible experience in the operation and maintenance of a wastewater treatment plant, including one year of lead responsibility.

# MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to at least four years of relevant experience

### OR

Bachelor's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to at least two years of relevant experience.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of a valid Class III Operators Certification from the State of Iowa.



# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Wastewater treatment plant environment; exposure to potentially hazardous chemicals and fumes; air contamination; dirt, dust, and grease; electrical hazards; exposure to outdoor weather conditions; working with water; working around construction equipment and alongside moving traffic on roads; working in confined spaces; loud noises (>85dB); bodily fluids/communicable diseases.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, walking, stooping or bending for prolonged periods of time; pushing, pulling, reaching above the shoulder motions; carrying or lifting items up to 40 pounds; operating a motor vehicle and other motorized equipment.



Job Title	Cable TV & Telecommunications Supervisor	Job Code	750
Department	Finance and Business Operations	Pay Band	12
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	::
Amended	6/12/1995 2/21/2001 8/25/2003 6/23/2014 12/17	7/2018	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### **POSITION DEFINITION**

Supervise and coordinate the City of Cedar Falls' cable television programs and services; work with the public in the development and production of a variety of cable television programs; perform a variety of technical tasks in the production of programs for the city; provide highly responsible administrative support to the Information Systems Manager; and supervise and coordinate all cable television fees for the City.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Information Systems Manager.

Exercises direct supervision over the Video Production Supervisor, Administrative Administrative, and Production Assistants.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Oversee and supervise programs and services related to cable television programming and production for the City of Cedar Falls; assist with research, program review, preparation, and analysis of administration for cable communications system, including telephonic, data, or video.
- Produce and direct local cable programming; assist members of the community in developing and producing cable television programs.



- Supervise and oversee the work of employees and volunteers in the production of television programming; assign tasks and review work products; train employees and volunteers in use of equipment.
- Prepare a variety of reports and correspondence related to programs, productions, services, and operations; present materials to other agencies and groups; prepare and present information about cable television services and operations.
- Assist with unresolved complaints between local cable company and subscribers by redirecting to the local cable company.
- Plan, review and recommend new and revised equipment, resources, and programs; contact vendors to review equipment and materials; coordinate work of contractors.
- Assist in the review of Federal Communication Commission materials, rulings, and actions to assess impact on local programming and operations.
- Oversee telecast of City Council, Planning & Zoning Commission meetings, and meetings of other public bodies.
- Assume responsibility for all cable television services and activities including operations, systems analysis, and programming; recommend and implement policies and procedures as determined by the Information Systems Manager.
- Recommend, develop, and implement the department goals, objectives, policies, and priorities; make recommendations, within city policy, for appropriate service and staffing levels; forecast and allocate resources accordingly.
- Monitor and evaluate the efficiency and effectiveness of service delivery and operational methods and procedures; assess and monitor workload; identify opportunities for improvement.
- Represent cable television programs and services to other city personnel and outside agencies; assist city staff with various aspects of the cable TV and telecommunications operations; troubleshoot, determine systemic or operational problems; make recommendations for training programs, equipment purchases, and upgrades as appropriate.
- Maintain contacts with outside vendors, service, and maintenance agencies for cable TV and telecommunications equipment; manage outside contracts and monitor work of contractual agencies as necessary; maintain records of warranties, service, and maintenance to equipment; maintain inventory of cable TV and telecommunications equipment; make minor repairs of equipment and systems as appropriate.
- Coordinate cable television's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Participate in the development and administration of the cable TV budget; forecast funds needed
  for staffing, equipment, materials, and supplies and make recommendations for expenditures;
  monitor and approve purchases and expenditures.



- Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Oversee the daily operations of cable TV computer system and networks and the operations of all systems and peripheral equipment; oversee and monitor the security of the network and systems.
- Constantly update knowledge of cable TV systems and telecommunications industries; make recommendations for purchases of equipment, hardware, software applications; install, repair, upgrade and supervise use of equipment.
- Develop administrative policies for the proper use of cable TV systems to ensure compliance with federal copyright law; enforce policies throughout organization.

### OTHER DUTIES AND RESPONSIBILITIES

- Perform a variety of special projects as requested.
- Attend and participate in professional seminars and conferences to stay abreast of services, operations, and programs related to cable television industry.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Modern programs, services, and operations of cable television productions.
- Laws, rules, legislation, statutes, and ordinances related to cable television and telecommunications industry and programming.
- Modern office methods, techniques, and procedures.
- Television production, video, and audio equipment.
- Principles and procedures of record keeping.
- English usage, spelling, grammar, and punctuation.
- Principles of supervision, training, and performance evaluation.
- Basic budgeting and accounting procedures.



### **ABILITY TO PERFORM**

- Understand and follow oral and written instructions.
- Work independently in the absence of supervision.
- Communicate clearly and concisely.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.

#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four years of experience in television production activities, including two years of lead or supervisory experience

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in electronic media, television broadcasting, communications, or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

# **WORKING CONDITIONS AND ENVIRONMENT**

# **ENVIRONMENTAL CONDITIONS**

Majority of work performed in standard office setting; travel to various work locations involving equipment setup and tear down is required; some exposure to inclement weather and extreme temperatures (>90 degrees/<40 degrees), dust and dirt, and electrical hazards; production and programming work may be at various locations indoors and outdoors and may include working alongside moving traffic on roads; performing functions of this positon may require working irregular work hours.

### PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; bending and kneeling during work activities; pushing, pulling, and reaching above the shoulder motions; climbing stairs or ladders; carrying and lifting items greater than 40 pounds; general manual dexterity; the ability to distinguish color.



C	Economic Development Coordinator	Job Code	320
	Administration	Pay Band	12
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	12/2018	Adopted	12/17/2018

**Amended** 

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform highly complex professional level work in the field of planning; provide information and assistance to developers, the general public, and outside agencies on planning; coordinate economic development project development, implementation, financial assistance reviews, project administration, and land sale documentation; and provide highly responsible staff assistance to the City Administrator.

# SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Administrator.

This position may exercise supervision over technical staff.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develop and administer economic development programs for the city; contact outside agencies and enterprises to market the City of Cedar Falls; prepare and distribute informational packets and marketing materials for interested companies outlining available building sites.
- Review, evaluate and prepare written reports with recommendations to the Board of Adjustment, Planning and Zoning Commission, and City Council on various complex development projects.
- Participate in the development and implementation of goals, objectives, policies, and priorities for economic development and prepare technical reports.



- Coordinate and manage the development and implementation of various economic development projects.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints concerning the city's planning or economic development functions; work with planning and engineering divisions to resolve issues related to specific economic development projects.
- Develop and administer economic development programs for the city; contact outside agencies and enterprises to market the City of Cedar Falls; prepare and distribute informational packets and marketing materials for interested companies outlining available building sites.
- Responsible for the continuous development and expansion of the City of Cedar Falls' Industrial Park and land related transactions; may develop and coordinate Tax Increment Financing (TIF) district activities; and may develop and implement financial packages for company relocation and expansion projects. Coordinate economic development projects including initial contacts with developers and companies, project negotiations, draft resolutions, abstracts, plats, and other related documents.
- Prepare, review and submit loan and grant applications to local, state and federal agencies for
  economic and community development related projects; ensure all appropriate laws, regulations,
  guidelines, ordinances and codes are adhered to in the administration of program grants.
- Provide staff support to or serve as a member of or as a liaison for a variety of boards, commissions, committees, civic groups etc.; stay abreast of new trends and innovations in the field of planning, economic, and community development.
- Schedule and organize meetings with elected/appointed and private leaders for planning and development plans.

### OTHER DUTIES AND RESPONSIBILITIES

- May participate in a variety of planning related studies.
- Provide responsible staff assistance to the administration and other city departments; assist in special research projects as requested; prepare and present staff reports and other necessary correspondence.
- May coordinate and monitor outside contractor's work retained for development and redevelopment studies.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS



### REQUIRED KNOWLEDGE

- Principles, practices, and research techniques of urban planning and development and economic development.
- Site planning and architectural design techniques and methods.
- Technical report writing.
- Theories of planning and economic development related to land use development and zoning.
- Laws underlying general plans, zoning, and land divisions.
- Modern office methods, practices, and computer equipment.
- Basic understanding of the structure and processes of local government.
- Pertinent federal, state and local laws, codes and regulations.

# **ABILITY TO PERFORM**

- Read and interpret comprehensive building site plans.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Prepare economic development marketing materials.
- Respond to difficult and sensitive public inquiries.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Effectively handle a work environment and conditions which involve working independently.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.



### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four to six years professional experience in urban planning or economic development.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to six years of experience

#### OR

Master's degree from an accredited college or university in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to four years of experience.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

#### WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

### PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time



Job Title	Planner III	Job Code	325
Department	Community Development	Pay Band	12

FLSA Status Exempt Union Status Non-Union

Prepared 6/23/2014 Adopted

**Amended** 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform highly complex professional level work in the field of planning; provide information and assistance to developers, the general public, and outside agencies on planning and related planning and zoning policies and ordinances; coordinate and participate in code enforcement activities; and provide highly responsible staff assistance to the Planning and Community Services Manager.

#### DISTINGUISHING CHARACTERISTICS

Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including developing and implementing various complex planning projects. Employees at this level are required to be fully trained in all procedures related to urban planning.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Planning and Community Services Manager.

This position may exercise supervision over Planner I.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

 Meet with and advise architects, developers, contractors, engineers, elected officials and the general public regarding City planning and development policies and standards.



- Review, evaluate and prepare written reports with recommendations to the Board of Adjustment, Planning and Zoning Commission, and City Council on various complex development projects.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the planning division, including landlord accountability, housing maintenance, and rental housing fire code.
- Coordinate and manage the development and implementation of various planning projects.
- Issue land use permits for residential, commercial, sign and floodplain projects; assist in enforcing
  the city's zoning ordinance; notify property owners of code violations; take photographs of current
  projects; review building site plans and issue related permits.
- Prepare and modify maps and drawings manually or with computer aided planning and design software; collect, organize and update a variety of maps and files.
- Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints concerning the city's planning function.
- Develop and administer economic development programs for the city; contact outside agencies and enterprises to market the City of Cedar Falls; prepare and distribute informational packets and marketing materials for interested companies outlining available building sites.
- Responsible for the continuous development and expansion of the City of Cedar Falls' Industrial Park and land related transactions; may develop and coordinate Tax Increment Financing (TIF) district activities; and may develop and implement financial packages for company relocation and expansion projects. Coordinate economic development projects including initial contacts with developers and companies, project negotiations, draft resolutions, abstracts, plats, and other related documents.
- Prepare, review and submit loan and grant applications to local, state and federal agencies for
  economic and community development related projects; ensure all appropriate laws, regulations,
  guidelines, ordinances and codes are adhered to in the administration of program grants.
- Coordinate code enforcement activities with those of other department and outside agencies and organizations.
- Provide assistance to other departments and divisions regarding transportation planning issues and secure funding for various projects.
- Provide staff support to or serve as a member of or as a liaison for a variety of boards, commissions, committees, civic groups etc.; stay abreast of new trends and innovations in the field of planning, zoning, and economic and community development.
- Advise City Council and board/commission/committee members on planning and development laws, codes, regulations, procedures and policies; schedule and organize meetings with elected/appointed and private leaders for planning and development plans.



# OTHER DUTIES AND RESPONSIBILITIES

- Prepare landscape design for public landscape improvement projects.
- May participate in a variety of planning related studies.
- Provide responsible staff assistance to the Community Development Department and other city departments; assist in special research projects as requested; prepare and present staff reports and other necessary correspondence.
- May act as Planning and Community Services Manager in his/her absence.
- May coordinate and monitor outside contractor's work retained for development and redevelopment studies.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles, practices, and research techniques of urban planning and development and economic development.
- Site planning and architectural design techniques and methods.
- Technical report writing.
- Theories of planning and economic development related to land use development and zoning.
- Laws underlying general plans, zoning, and land divisions.
- Modern office methods, practices, and computer equipment.
- Principles and practices of landscape architecture.
- Basic understanding of the structure and processes of local government.
- Pertinent federal, state and local laws, codes and regulations.

### **ABILITY TO PERFORM**

- Read and interpret comprehensive building site plans.
- Understand and carry out oral and written directions.



- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- · Effectively handle a work environment and conditions which involve working independently.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.

#### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four to six years professional experience in urban planning or economic development.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to six years of experience

# OR

Master's degree from an accredited college or university in planning, urban design, landscape architecture, economic/community development, public administration or a closely related field in addition to four years of experience.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

American Institute of Certified Planners (AICP) or equivalent certification preferred.



### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

# **PHYSICAL CONDITIONS**

Functions of this position may require maintaining physical condition necessary for walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time



Job Title	Police Lieutenant	Job Code	462
Department	Public Safety Services	Pay Band	12
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	2/20/2001	Adopted	2/21/2001
Amended	3/14/2005 6/28/2010 6/23/2014 12/17/18		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Supervise, plan, and coordinate the activities and operations of an assigned unit within the Police Division including patrol, investigations, or support services; coordinate assigned activities with other departments, divisions, outside agencies, and the general public; provide highly complex staff assistance to the Police Captain; apply independent judgment, discretion, and law enforcement skills in resolving problems, appraising effectiveness of police techniques used, and interpreting departmental policies and regulations.

### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, Assistant Chiefs, Police Captain, or Public Safety Supervisors.

Exercises direct supervision over Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Supervise and coordinate the staffing and operational activities for an assigned patrol shift, the investigative unit, or the support services unit; provide highly responsible staff assistance to the Police Captain.
- Participate in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.



- Train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; determine and implement discipline, specifically verbal and written warnings; effectively recommend discipline, specifically suspension and termination procedures, to the Police Chief or Deputy Director of Police Operations. With respect to the Community Service Officer (CSO) program, must hire, train, motivate, coordinate, supervise, and discipline, up to and including termination, the CSOs.
- Respond to grievances in accordance with the Collective Bargaining Agreement.
- Coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff.
- Implement assigned activities with those of other departments, divisions, and outside agencies and organizations; provide staff assistance to the Police Captain; prepare and present staff reports and other necessary correspondence.
- Oversee, review, and participate in the preparation of Police Division reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with Police Division and city regulations.
- Attend and participate in various meetings of the Police Division; provide information and advice regarding law enforcement activities.
- Plan and coordinate training programs on the various phases of police activities.
- Respond to and resolve difficult and sensitive citizen inquiries, complaints, and calls for service.
- May serve in the absence of the Police Captain as assigned.
- Coordinate the actions needed for parades and other special events.
- Oversee the investigative unit, as assigned; review all case work prepared by shift and
  investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise
  activities of investigative unit personnel; compile investigator case load statistics; review all
  intelligence reports generated within the Police Division; lead investigative unit in homicide
  investigations.
- Coordinate all activities with the Department of Public Safety at University of Northern Iowa.
- Assist in the completion of all internal affairs investigations.
- Oversee a patrol unit as assigned; monitor and supervise patrol personnel; supervise the activities of a unit with subordinate staff; coordinate major crime and accident scenes; assign and monitor case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal investigations; coordinate and participate in internal investigations.



- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Coordinate and oversee activities related to training, code enforcement, neighborhood liaisons, research, school resource, planning and reserve officer programs, as assigned.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement.
- Conduct minor repairs on police equipment; maintain equipment inventory within the Police Division.
- Assist in public safety dispatching duties as needed.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of a comprehensive law enforcement program.
- Modern and complex principles and practices of law enforcement.
- Principles of supervision, training, and performance evaluations
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Federal, state, and other local law enforcement agencies particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.
- Technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Police Division collective bargaining contracts.
- Use of firearms and other modern police equipment.
- Modern office procedures, methods, and computer equipment.



### ABILITY TO PERFORM

- Apply independent judgment and law enforcement skills in resolving work problems.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Properly interpret, enforce and make decisions in accordance with laws, regulations and policies with firmness, tact and impartiality
- Work independently without direct supervision.
- Analyze situations quickly and objectively, and utilize discretion and independent judgment within general departmental guidelines to determine proper course of action.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Demonstrate keen powers of observation and memory.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the Public Safety Services Department and the City.
- Give credible testimony.
- Work irregular hours, including weekends, holidays, and extended hours in emergency, disaster
  or other situations influenced by workload or staffing difficulties.



### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four years of law enforcement experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Completion of an Associate's degree or at least 60 semester/90 quarter credit hours toward the completion of a Bachelor's Degree from an accredited college or university. As of July 1, 2023, a Bachelor's degree from an accredited college or university.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of a valid driver's license.

Possession of Police Officer certification from the State of Iowa.

#### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, animals, firearms, bodily fluids, hazardous materials and chemicals, and noise (>85dB); exposure to emergency and disaster situations; working alongside moving traffic; extreme temperatures and outdoor weather conditions.

### **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; squatting, crouching kneeling, and bending; pushing, pulling, and reaching above the shoulder; carrying and lifting items over 40 pounds; operating a motorized vehicle.



Job Title	Public Safety Supervisor - Lieutenant	Job Code	927
Department	Public Safety Services	Pay Band	12
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	10/10/18	Adopted	12/17/18
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### POSITION DEFINITION

To supervise, plan and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire scenes, investigations or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide highly complex staff assistance to the Public Safety Service Captain, Police Captain and/or Battalion Chief; and to apply independent judgment, discretion and law enforcement/fire skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, Assistant Chiefs, Public Safety Supervisor Captain, Battalion Chief, or Police Captain.

Exercises direct supervision over Police Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

### Essential duties and responsibilities when functioning as a Shift Lieutenant

Supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift,
 the investigative unit, or the support services unit; provide highly responsible staff assistance to



the Director, Police Chief, Fire Chief, Public Safety Service Captain, Battalion Chief, and Police Captain.

- Assigned as a Special Programs Coordinator for the Department. Special Programs include, but are not limited to, Training and Safety, Quality Assurance, Safety and Risk Management, Field Training Coordination, Professional Development Planning, Pre-Fire Plans, Knox Box Coordination, Uniform and Personal Gear Coordination, Standard Operating Guidelines Updates, EMS.
- Respond to fire alarms and direct firefighting and rescue operations of a fire company or multiple
  fire companies, take command of emergency incidents until and if relieved of command by a
  superior officer; participate in fire-fighting and rescue work.
- Order initial evacuation, order entry by fire fighters, call for mutual aid and calls for additional equipment upon arrival at a fire unless superior officer is already present.
- Participate in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Assist in planning, organizing, and directing activities of the police/fire shift; direct the shift in the absence of the Public Safety Service-Captain, Battalion Chief or Fire Chief.
- Train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with
  employees to correct deficiencies; determine and implement discipline, specifically verbal and
  written warnings; effectively recommend discipline, specifically suspension and termination
  procedures, to the Director, Police Chief, Fire Chief. With respect to the Community Service
  Officer (CSO) program, must hire, train, motivate, coordinate, supervise, and discipline, up to and
  including termination, the CSOs.
- Inspect commercial, industrial, and residential apartment buildings for compliance with the recommendations of the Fire Prevention Code, Minimum Housing Code and all other standards for fire safety.
- Respond to grievances in accordance with the police/fire Collective Bargaining Agreement.
- Coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff.
- Implement assigned activities with those of other departments, divisions and outside agencies and organizations; provide staff assistance to the Public Safety Service Captain, Police Captain or Battalion Chief; prepare and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of police/fire reports and records for an
  assigned unit; compile shift statistics; ensure accuracy and compliance with the police/fire and
  City regulations.



- Attend and participate in various meetings of the public safety department; provide information and advice regarding public safety activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Public Safety Service Captain, Battalion Chief or Police Captain as assigned.
- Act as incident commander during major public safety incidents.
- Coordinate the actions needed for parades and other special events.
- Oversee the investigative unit, as assigned; review all case work prepared by shift and
  investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise
  activities of investigative unit personnel; compile investigator case load statistics; review all
  intelligence reports generated within the Police Division; lead investigative unit in homicide
  investigations.
- Coordinate all activities with the University of Northern Iowa Department of Public Safety.
- Assist in the completion of all internal affairs investigations.
- Oversee a patrol/fire shift as assigned; monitor and supervise personnel; supervise the activities
  of a shift with subordinate staff; coordinate major crime and accident scenes; assign and monitor
  case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal
  investigations; coordinate and participate in internal investigations.
- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Coordinate and oversee activities related to training, code enforcement, neighborhood liaisons, research, school resource, planning, reserve officer and alternative staff program, as assigned.
- Oversee and ensure shift personnel clean and maintain station facilities, grounds, equipment and apparatus; ensure that appropriate conditions are maintained at assigned fire station; ensure that all equipment and apparatus is in a constant state of readiness for emergency calls through daily equipment check and the regular exercising of vehicles and equipment; maintain equipment inventory within the fire division.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations
  in the field of law enforcement/fire science
- Conduct minor repairs on police/fire equipment; maintain equipment inventory within the public safety department.



Perform other duties as assigned.

# Essential duties and responsibilities when functioning as a Public Safety Training/Staffing Coordinator:

The primary purpose of the training coordinator position is to provide quality training for the public safety department, to assist in assuring adequate staffing levels are maintained and coordinated alternative staff. The position will work under the direction of the Director, Police Chief and Fire Chief.

- Respond to emergencies as assigned and be available to respond to emergencies while off duty as needed. (Typically structure fires or other large incidents requiring additional staffing).
- Develop and implement an annual training plan for public safety based on strategic plan, actual needs, and various standards.
- From time to time may be asked to provide staffing help during a normal work day on a limited basis if assigned to a 40 hour week schedule.
- Provide information for monthly and annual reports.
- Develop and implement a yearly training plan.
- Coordinate and track all training and development.
- Work closely with function leaders on development of the training plan.
- Seek outside training and development for function leaders.
- Evaluate, review, and revise training program as needed.
- Assist in the recruitment, testing, and training of all public safety staff.
- Assist in the scheduling and staffing of shifts.
- Provide support to other projects as assigned by the Public Safety Service Supervisor.

#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

 Operational characteristics, services and activities of a comprehensive law enforcement and fire programs.



- Modern and complex principles and practices of law enforcement/fire science.
- Mechanical, chemical, and related characteristics of a wide variety of flammable, explosive, and similar materials.
- Police/fire prevention laws, ordinances, rules, and regulations; public safety policies, rules and regulations.
- Principles of supervision, training and performance evaluation.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Criminal behavior.
- Police/fire collective bargaining contracts.
- The geography of the City including principal buildings, hydrants, and the location of special fire hazards.
- Use of firearms and other modern police equipment.
- Modern office procedures, methods and computer equipment.
- First Aid and rescue methods and techniques.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.

#### ABILITY TO PERFORM

- Apply independent judgment and law enforcement/fire science skills in resolving work problems.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Manage case work and monitor case work assigned to officers.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.



- Properly interpret, enforce and make decisions in accordance with laws, regulations and policies with firmness, tact and impartiality
- Work independently without direct supervision.
- Analyze situations quickly and objectively, and utilize discretion and independent judgment within general departmental guidelines to determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Recognize and define fire hazards and to recommend effective corrective measures.
- Demonstrate keen powers of observation and memory.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the Public Safety Services Department and the City.
- Give credible testimony.
- Work irregular hours, including weekends, holidays, and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.

# **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Four years of public safety experience, including experience as a firefighter and a police officer or police reserve officer.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

#### LICENSES/CERTIFICATIONS REQUIRED



Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of certification as a police or reserve police officer from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of, or ability to obtain Firefighter II Certification

Possession of, or ability to obtain Fire Service Instructor I Certification

Possession of, or ability to obtain Fire Officer I Certification

#### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, firearms, bodily fluids, and noise; may be exposed to emergency and disaster situations; may work in stressful situations.

#### PHYSICAL CONDITIONS

Essential and other important functions require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; and in operating a motorized vehicle.

#### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



### ILLUSTRATIVE EXAMPLES OF WORK ENVIRONMENT

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is minimally exposed to: poison oak, explosives, working alone, and working below ground. The employee is moderately exposed to: inside and outside work; outside weather conditions; wet and/or humid conditions; extreme cold, dampness or chilling; dry atmosphere conditions, and/or humidity; working in confined spaces; and irregular work hours; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fire, smoke, and extreme heat; working on ladders/scaffolds and in high, precarious places; vibrations, noise, slippery/uneven surfaces; grease and oils, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals, and solvents (cleaning equipment); radiant and electrical energy. The employee is moderate to excessively exposed to: fumes, smoke, gases; unusual fatigue factors working major fires; emergency, EMS, fire and major trauma stress. The employee is excessively exposed to heat and working closely with others. The noise level in the work environment is usually moderate to loud.



Job Title	Senior Librarian	Job Code	703
Department	Library	Pay Band	12
<b>FLSA Status</b>	Exempt	Union Status	Non-Union

Prepared 1/19/1995 Adopted

**Amended** 6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### POSITION DEFINITION

Plan, supervise and oversee a unit or division within the Cedar Falls Library, including youth, public, or technical services; develop and implement services and programs within assigned area; provide highly responsible technical and administrative assistance to the Library Director.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Library Director.

Exercises direct supervision over Shelvers, Library Pages, Library Assistants, and Librarians as applicable.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and oversee all services and programs in assigned areas of the Cedar Falls Library, including youth, public, or technical services; develop and implement programs within the assigned area; provide technical and administrative assistance to the Library Director.
- Assist with the development and implementation of the library's goals, objectives, policies, and priorities for all assigned service areas.
- Research, plan, and coordinate library services and programs in an assigned area; assign staff to develop and implement new and revised programs.
- Assist in the planning and implementation of enhanced digital information services and sources.



- Initiate contact with information providers to evaluate new products and determine which are suitable for purchase; facilitate ongoing technical support of existing systems and products.
- Recommend, within Board of Trustee and city policies, appropriate service and staffing levels; constantly monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
- Plan and supervise the work plan for an assigned area of the library; assign projects, duties, and tasks to subordinate staff; review and evaluate work methods and products; meet with staff to identify and resolve problems.
- Work with members of the public to assist with library services and programs; monitor effectiveness of services and programs; develop or recommend revised or new programs and services as appropriate.
- Train, motivate, and evaluate library personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Assist the Library Director with the development and administration of the library budget; prepare various reports and materials explaining and assessing activities and programs.
- Respond to and resolve sensitive citizen inquiries and complaints.

#### If assigned to Technical Services:

- Oversee the use of hardware and software computer applications required for maintaining the library inventory; supervise the information tracking systems for the library; maintain the consistency of the MARC database and the circulation database.
- Plan, coordinate, and implement hardware and software of enhanced digital information services
  delivered through the computerized catalog and sources delivered through networks, most
  notably the Internet; provide and maintain services to staff and library users.

# If assigned to Youth Services:

- Maintain youth department collection; review, evaluate, add, weed, and withdraw collection materials.
- Assist youth patrons with development of library skills.
- Coordinate exchange of library resources with other facilities, including local schools and day care centers.
- Oversee expenditure of materials budget for youth department.
- Schedule and supervises youth staff, including Shelvers, Library Assistants, and Teen Librarian.

# If assigned to Circulation Services:



- Maintain the adult library collection; review, evaluate, add, weed, and withdraw collection materials.
- Schedule and supervise all appropriate staff including volunteers, shelvers, library assistants, and subordinate librarians.
- Supervise and oversee Circulation Desk and Information Desk activities; maintain the integrity of the automated circulation local area network; perform circulation activities as necessary.
- Oversee expenditure of circulation services materials budget.
- · Administer the inter-library loan process.

# If assigned to Reference Services:

- Supervise and oversee Reference Services Desk; provide information to public as requested.
- Provide reference services both in person and by telephone; conduct computer searches and administer the inter-library loan process.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library services.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, and implementation.
- Methods and techniques of cataloging and referencing library materials.
- Book publishing industry and information sources in other formats.
- Operational characteristics of library equipment and tools.
- Current trends in education and curriculum development.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.



- Principles of business letter writing and report preparation.
- Automated library systems.
- Reference materials and procedures.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar and punctuation.

### **ABILITY TO PERFORM**

- Delegate authority and responsibility.
- Develop and administer goals, objectives, and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Three years of increasingly responsible experience in a library setting, including two years of lead or supervisory experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Master's of Library Science from an accredited college or university.

#### LICENSES/CERTIFICATIONS REQUIRED

None.



#### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours; exposure to bodily fluids/communicable diseases (particularly the Youth Services Librarian).

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying or lifting items greater than 40 pounds; general manual dexterity required for typing for prolonged periods of time; squatting, crouching, pushing, pulling, reaching above the shoulder motions.



Job Title	City Clerk	Job Code	408
Department	Finance and Business Operations	Pay Band	13
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/5/2011	Adopted	1/10/2011
Amended	6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Perform a wide variety of responsible, confidential, and administrative work for the Public Records division of the Finance and Business Operations Department; assist in the coordination of the register and records of the city; issue a variety of licenses and permits; provide administrative support to entire Finance and Business Operations Department; perform administrative duties in support of the public records and parking operations at the City.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Finance & Business Operations.

Exercises direct supervision over the Administrative Supervisor, Administrative Assistants-Lead, Administrative Assistants, and Parking Attendants.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Prepare City Council, Council Committee, and Council worksession agendas and packets; attend
  City Council meetings and keep and prepare official minutes of Council activities; draft and
  process all official documents related to Council activities.
- Coordinate and supervise preparation of Planning & Zoning, Technical Review, and Board of Adjustment agendas and packets.
- Index, file, and maintain custody of official records and archives of the city, including ordinances, resolutions, contracts, agreements, deeds, and minutes; attest and certify official documents and copies; maintain custody of city seal.



- Supervise activities of clerical, technical, and parking enforcement staff assigned to division activities; assign, monitor and evaluate work; implement and monitor new and on-going projects, participate in personnel activities such as staff development, disciplinary procedures, performance evaluations, and termination.
- Select, train, and motivate staff for the Public Records Division.
- Provide official notification to the public regarding public hearings including legal advertising of notices.
- Coordinate City Council action necessary for bond transactions, SSMID renewals, special assessments, public hearings, urban renewal plans, and other critical programs.
- Maintain voter registry; assist citizens in voter registration process; coordinate election processes for municipality; assist county with election processes.
- Ensure compliance with city, state, and federal policies, procedures and regulations pertaining to the recording and filing of documents.
- Maintain City's Code of Ordinances.
- Participate in the development and implementation of the Public Records Division goals, objectives, policies, and priorities for each assigned service area; recommend, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Participate in the development and administration of the Finance and Business Operations
   Department budget relative to Public Records Division activities; recommend funds needed for
   staff, equipment, materials, and supplies; approve expenditures and implement budgetary
   adjustments as appropriate and necessary.
- Coordinate and respond to public records requests in accordance with the City's Public Records Request policy and the Freedom of Information Act.
- Prepare reports or correspondence as appropriate and necessary.
- Supervise the document imaging of official records and certain city-wide documents.

# OTHER DUTIES AND RESPONSIBILITIES

- Attend various staff meetings; answer questions and provide information to the general public; respond to citizen inquiries and complaints.
- Attend a variety of professional development workshops, conferences, and meetings; stay abreast of new rules and requirements within public record management and other areas of responsibility;
- As department requires, serve as Notary Public for department and citizens.



· Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Principles and practices of public records management.
- Business English, spelling, and arithmetic.
- Principles and methods of record keeping and report writing.
- Principles of rules of order.
- City's charter and code.
- Principles of personnel management processes including staff development, training, and performance evaluation process.
- Application processes for business licenses, voter registration, animal licenses, and other related to subject areas.
- Departments, services, programs, and activities offered by the City.
- Methods and techniques of research.
- Modern office procedures, methods, and computer equipment.
- Pertinent state and local laws, codes, and regulations.

### **ABILITY TO PERFORM**

- Comply with all posting and publication guidelines.
- Communicate clearly and concisely, both orally and in writing.
- · Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively work with the public.
- Follow all safety rules and regulations of the department to which assigned.
- Manage multiple responsibilities while meeting critical deadlines.



# **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four to five years of responsible administrative experience in the fields of records management, public or business administration, legal document preparation, or a related field in municipal government with two years of experience in a supervisory/lead capacity.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field with four years of experience.

#### OR

Five years of experience working in municipal public administration/management and Certified Municipal Clerk (CMC) certification.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, certification as a municipal clerk from the International Institute of Municipal Clerks or the Iowa Municipal Finance Officers Association.

#### **WORKING CONDITIONS AND ENVIRONMENT**

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others and high level of public contact.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting for prolonged periods of time; occasional standing, walking, climbing; kneeling and bending during work activities; pushing, pulling, and reaching above the shoulder motions; occasional carrying or lifting items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Fire Battalion Chief	Job Code	430
Department	Public Safety Services	Pay Band	13
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/5/2004	Adopted	6/14/2004
Amended	3/9/2009, 6/22/2009, 6/25/2012, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

# POSITION DEFINITION

Supervise, plan, and coordinate the activities and operations of a fire division shift and/or division; coordinate assigned activities with other divisions, other city departments, outside agencies and the general public; provide highly responsible staff assistance to the Fire Chief; provide highly responsible coordination at emergency incidents. Manage and coordinate an assigned Division within the Fire Division.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director, Chiefs, Assistant Chiefs, or Public Safety Supervisor Captain.

Exercises direct supervision over the Fire Captains, Public Safety Supervisors – Lieutenants, Firefighters, Public Safety Officers, and non-sworn civilian, technical, and clerical staff.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

#### Essential duties and responsibilities when functioning in the Administrative Division:

- Function as the department's Safety Officer and oversee the department's safety program.
- Assist Fire Chief in planning and directing the activities of the department, including hiring, training, termination, evaluation, and discipline.
- Assume the duty of the Fire Chief in his/her absence.



- Manage the day-to-day operation of the Fire Division through Shift Battalion Chiefs.
- Inspect and ensure the overall effectiveness of the Department's operations.
- Assign and supervise major maintenance tasks related to equipment, stations, and grounds.
- Maintain records and prepare reports on a variety of subjects.
- Provide counseling as needed.
- Assist in the preparation of the department's annual budget.
- Aid in establishing proper administrative processes and procedures for the department.
- Assist in emergency preparedness plans for the city, working with local city and county emergency planning committees.
- Assist with the development and implementation of and assure adherence to departmental policies, procedures, and goals.
- Establish and maintain good working relationships with other city departments, community groups, and agencies.
- Perform other duties as assigned.

#### Essential duties and responsibilities when functioning as a Shift Battalion Chief:

- Coordinate operations and activities of a fire shift; participate in the development and
  implementation of goals, objectives, policies and priorities for assigned division; identify resource
  needs; recommend and implement policies and procedures; meet with the Fire Chief and/or the
  Administrative Division Battalion Chief regularly to discuss future plans and progress toward
  goals and objectives.
- Recommend, train, motivate, and evaluate assigned personnel; work with employees to correct
  deficiencies; assist with discipline and recommend termination as appropriate; assist in training
  activities for fire division personnel.
- Direct, coordinate, and review the work plan for an assigned fire shift and/or Fire Division; meet
  with staff to identify and resolve problems; assign work activities and projects; monitor work flow;
  review and evaluate work products, methods and procedures; prepare monthly report on
  progress and activities of division or shift.
- Ensure appropriate service and staffing levels exist for assigned shift; review time-off requests from shift personnel.
- Identify opportunities for improving work methods and procedures; review with appropriate management staff; implement improvements. Implement and enforce Standard Operating Guidelines and departmental and city policies.



- Coordinate assigned activities with other departments, divisions, and outside agencies and organizations; provide staff assistance to the Fire Chief.
- Serve as incident commander at fire scenes and other emergency situations; direct fire personnel
  at the scene of an emergency unless relieved by the Fire Chief or Administrative Division
  Battalion Chief. Utilize appropriate emergency management and incident command system.
- Serve as Acting Fire Chief when appointed in the absence of the Fire Chief and Administrative Division Battalion Chief.

#### OTHER DUTIES AND RESPONSIBILITIES

- Review calls for service; maintain the employee call backlist.
- Stay abreast of new trends and innovations in the field of fire prevention, suppression and operations.
- May be assigned to a shift, or other work schedule as needed to complete work tasks as assigned. Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Knowledge and use of modern management practices.
- Use of Incident Management and Personnel Accountability System.
- Operation, maintenance, and uses of modern firefighting apparatus and equipment.
- Operational characteristics, services, and activities of comprehensive fire suppression and prevention programs and emergency services.
- First Aid procedures and practices.
- Pertinent federal, state and local laws, codes and regulations.
- Modern office procedures, methods, and equipment including computers and related software and equipment.
- Principles and practices of record keeping.
- The geography of the city and surrounding area.
- Specialized communications equipment.



- Various building construction techniques and the consequence of each type on fire suppression and prevention activities.
- Safe work practices and procedures.
- Approved procedures and policies for hazardous or toxic materials storage, transport and cleanup.
- Principles of supervision, training, and performance evaluation.
- Fire Division collective bargaining contracts.

- Tactfully respond to requests and inquiries from the general public.
- Work under stress and use good judgment in emergency situations.
- Utilize independent judgment within scope of duties to provide effective daily management of fire division operations.
- Operate under an Incident Command System.
- Operate specialized emergency communications equipment.
- Safely operate department vehicles, apparatus and other emergency equipment.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Establish and maintain cooperative-working relationships with those contacted in the course of work.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.



#### EXPERIENCE AND TRAINING GUIDELINES

# MINIMUM EXPERIENCE

Six years of firefighting experience including at least two years of supervisory experience as a Cedar Falls Fire Captain or a Cedar Falls Public Safety Supervisor-Lieutenant.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's Degree from an accredited college or university.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate driver's license.

Possession of an appropriate Fire Fighter I Certification.

Possession of an appropriate Fire Fighter II Certification.

Possession of an appropriate Fire Officer I Certification.

Possession of an appropriate Fire Instructor I Certification.

## WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

## **Illustrative Examples of Work Environment**

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is minimally exposed to: poison oak, explosives, working alone, and working below ground. The employee is moderately exposed to: inside and outside work; outside weather conditions; wet and/or humid conditions; extreme cold, dampness or chilling; dry atmosphere conditions, and/or humidity; working in confined spaces; and irregular work hours; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fire, smoke, and extreme heat; working on ladders/scaffolds and in high, precarious places; vibrations, slippery/uneven surfaces; grease and oils, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals, and solvents (cleaning equipment); radiant and electrical energy. The employee is moderately to excessively exposed to the following: fumes, smoke, gases; unusual fatigue factors working major fires; emergency, EMS, fire and major trauma stress. The employee is excessively exposed to heat and working closely with others. The noise level in the work environment is usually moderate to loud (>85dB).



# **PHYSICAL CONDITIONS**

## Illustrative Examples of Physical Demands

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a frequent amount of repeated bending, stooping or crouching; moderately exposed to moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying items 45 pounds & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 pounds; moderate lifting and carrying, 15-45 pounds; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.



Job Title	Principal Engineer	Job Code	401
Department	Community Development	Pay Band	13
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	06/18/2018	Adopted	12/17/2018

**Amended** 

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform highly complex professional civil engineering work including designing various projects, preparing cost estimates, drafting specifications and collecting site data; to supervise the design and construction of public infrastructure projects; to review and approve consultant design plans for new City subdivisions; and to provide highly complex staff support to the City Engineer.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer.

Exercises direct supervision over the Civil Engineer I, Civil Engineer II, Engineering Technician II, and Engineering Technician II.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the City Engineer with all services and activities of the Engineering Division including mapping, construction projects, field survey, contractual agreements and assist other city departments with related responsibilities.
- Plan, prioritize, assign, oversee and review the work of staff responsible for providing technical services within the Engineering Division of the Community Development Department; work with City Engineer to determine procedures, policies, objectives and work practices for staff.
- Develop plans and implement projects from the City's Capital Improvements Program (CIP); coordinate, monitor, and administer capital projects involving engineering consultants.



- Oversee the planning, initial cost estimation, design, and construction of a variety of capital improvement projects within the City, including but not limited to underground utility installation, road reconstruction, trail construction, traffic signal installation, box culvert installation, bridge repair and maintenance, and subdivisions.
- Responsible for the review of: plans, preliminary and final plats, construction, and the final
  acceptance of new subdivisions; complete the recommendation of new subdivisions to the City
  Council.
- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, reports and studies; supervise the preparation of plans, specifications and cost estimates for proposed and public improvement projects.
- Assist City Engineer in the selection, supervision, and evaluation of professional and technical staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Administer and monitor construction contracts including city, state and federal projects; inspect and investigate construction activities and complaints; monitor and ensure contract compliance with construction specifications and plans and federal, state and local codes, regulations and ordinances.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Prepare preliminary plans, and cost estimates; prepare grant proposals; prepare complex reports on solutions to municipal engineering problems; monitor construction costs; review pay estimates; negotiate change orders.
- Answer questions and provide information to city staff, private contractors and developers and the general public; respond to city staff and the general public concerning developments; respond to and resolve sensitive citizen inquiries and complaints.
- Act as construction liaison for federal and state projects.
- Review site plans for storm water detention requirements.
- Coordinate with Cedar Falls Utilities regarding all municipal utility design and construction.

#### OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer; responsible for hiring part-time engineering personnel.
- Conduct presentations; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.



- Supervise and implement the city's pavement management program.
- Coordinate engineering public files and records.
- May act as City Engineer in his/her absence
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Principles, practices, and techniques of civil engineering and construction.
- Principles and techniques of construction cost analysis and estimates.
- Public infrastructure construction materials, methods, procedures and applications.
- Procedures related to administering city, state, and federal aid construction contracts.
- Modern office procedures, methods and computer equipment including AutoCAD for the implementation of computer generated drafting and design.
- Advanced drafting methods and techniques.
- Hydraulic analysis.
- Geometric design.
- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.
- Basic principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including safety regulations.

- Develop, review, and document specifications for assigned projects.
- Recommend, goals, objectives, and practices for providing effective and efficient engineering services.
- Plan, assign, and supervise the work of technical engineering personnel.



- Prepare clear and concise administrative reports.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Design and construct engineering plans.
- Work within the framework of local government to develop and manage City projects from preliminary design to final completion.
- Handle complex problems and enforce necessary regulations professionally and with firmness, tact, and respect.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city staff and the general public.

# **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Four years of professional civil engineering experience and a Professional Engineering license issued by the State of Iowa

#### OR

Six years of professional civil engineering experience without a Professional Engineering license.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of a Professional Engineering license issued by the State of Iowa. (See experience requirement.)

## WORKING CONDITIONS AND ENVIRONMENT



# **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



Job Title	Recreation and Community Programs Manager	Job Code	470
Department	Municipal Operations and Programs	Pay Band	13
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995. 2/21/2001. 8/25/2003. 6/23/2014. 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## **POSITION DEFINITION**

Supervise, plan, and coordinate the recreation programs, services, and activities within the Municipal Operations & Programs Department, including aquatics, recreation center, youth and adult sports; supervise the city's golf pro and administer the contract; coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Municipal Operations & Programs Director.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Municipal Operations & Programs.

Exercises direct supervision over the Recreation Program Supervisor, Aquatic-Recreation Program Supervisor, and Administrative Assistant.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Participate in the development and implementation of goals, objectives, policies, and priorities for the Recreation Division within the Municipal Operations & Programs Department; identify resource needs; recommend and implement policies and procedures; and supervise the city's golf pro contract.
- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures; manage and participate in the hiring and training of part-time and seasonal staff.



- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement improvements.
- Direct, coordinate, and review the work plan for recreation programs and services; assign work activities and projects; monitor work flows; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
- Participate in the development and administration of the Municipal Operations & Programs
  Department budget; forecast additional funds needed for staffing, equipment, materials, and
  supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Coordinate recreation programs and services with those of other divisions and outside agencies and organizations; serve as liaison for the Recreation Division with other city departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Compose, compile, prepare, review, and distribute a variety of correspondence, reports, and documents; maintain and update files and records as needed.
- Administer the facility rental process; schedule events and ensure appropriate services are available; coordinate with outside groups for use of facilities.
- Oversee the facility maintenance and monitor custodial operations duties and services at the city recreation center, facilities, pools, and other related structures and sites,
- Meet with a variety of outside groups to market and explain programs and services; work with public to develop programs and services.
- Provide staff assistance to the Municipal Operations & Programs Director; participate on a variety
  of committees; prepare and present staff reports and other correspondence as appropriate and
  necessary.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation.
- Inspect and monitor recreational sites and events; identify noncomplying activities and make recommendations to staff.
- Promote and support the wellness program for all City of Cedar Falls employees; Coordinate
  positive health promotions, including blood pressure tests, flu shots, health screenings, and
  others.
- Perform other duties as assigned.



#### MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of recreation programs and activities.
- Modern and complex principles and practices of recreation administration.
- Procedures and practices of facility maintenance operations and activities.
- Operating characteristics of swimming pool equipment and facilities.
- Principles of municipal budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Principles of golf course operations and golf pro contract requirements.
- Procedures and practices of pool and building maintenance and repair.
- Pertinent federal, state, and local laws, codes and regulations.
- Principles of record keeping, contracts, and reporting.

- Interpret and explain city recreation policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



# **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Four years of increasingly responsible experience in recreation coordination activities, including two years of supervisory or administrative experience.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in recreation & leisure services administration, sports & fitness management, parks & recreation management, or a related field.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.



# WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others, including the public; irregular working hours; attending some outdoor events, programs, and activities; exposure to hazardous fumes, toxic chemicals, and loud noises (>85dB).

# **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for standing, sitting, walking, or climbing for prolonged periods of time; carrying or lifting items greater than 40 pounds; pushing, pulling, and reaching above the shoulder motions.



Job Title	Visitors and Tourism/Cultural Programs Manager	Job Code	790
Department	Municipal Operations and Programs	Pay Band	13
FLSA Status	Exempt	Union Status	Non-Union
Prepared	2/20/2001	Adopted	
Amended	2/21/2001, 8/25/2003, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## POSITION DEFINITION

Manage, plan, and coordinate the activities and operations of visitors and tourism and cultural programs and services; coordinate assigned activities with other city departments and divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Municipal Operations & Programs Director, Visitors & Tourism and the Art & Culture Boards; foster, market, service and promote the community as a quality destination for visitors.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Municipal Operations & Programs Director and policy and program direction from the Visitors and Tourism and Art & Culture Boards.

Exercises direct supervision over the Cultural Programs Supervisor, Visitors & Tourism Coordinator, and office assistants.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Promote Cedar Falls and metro area by developing and implementing a comprehensive marketing strategy for visitors and tourists. Provide oversight of the same for the city's cultural programs and services.
- Develop and prepare marketing materials for the Visitors & Tourism Board and provide direction as needed for the city's cultural programs and services materials.



- Maintain effective written and verbal communication as necessary to keep interested parties
  informed, including a monthly report to the Mayor, City Council, Visitors & Tourism and Art &
  Cultural Boards outlining a calendar of Cedar Falls events, conventions, and major meetings.
- Develop programs to promote awareness of community resources within Cedar Falls.
- Study and recommend long-range goals and objectives for the Municipal Operations & Programs
  Director's approval and Visitors & Tourism and Art & Culture Board consideration, adoption and
  approval.
- Prepare an annual budget based on anticipated revenues and expenses for the Municipal Operations & Programs Director's approval and Visitors & Tourism and Art & Culture Board consideration.
- Hire, supervise, direct, and evaluate the work of Visitors & Tourism Division staff and volunteers in accordance with personnel policies of the city of Cedar Falls. Assist with the same for Cultural Division staff and volunteers.
- Assist the Visitors & Tourism Board in conducting monthly board meetings and attend Art & Cultural Board meetings as needed.
- Work cooperatively with other tourism bureaus and cultural entities.
- Serve as the staff liaison to various boards, commissions, or committees as assigned by the Municipal Operations & Programs Director.
- Prepare and maintain visitors and tourism and cultural service statistics that document program benefits.

## MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- The Cedar Falls community attractions, events, and cultural opportunities.
- Knowledge of marketing principles within the tourism and cultural programs industry.
- Operations, services, and activities of public records management and municipal financial management, including budget preparation and administration.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Modern and complex principles and practices of visitors & tourism and cultural services and program administration.



- Basic facility maintenance and custodial operations.
- Principles of supervision, training, and performance evaluation.
- Principles of volunteer management.
- Planning and organization techniques related to facility maintenance.
- Principles of fundraising and development.
- Modern administrative procedures, methods, and practices.
- Pertinent federal, state, and local laws, codes and regulations.
- Modern office procedures, methods, and computer equipment.
- Principles of record keeping, letter writing, and report preparation.
- Principles and practices of recording minutes for public meetings.

- Interpret and explain city policies and procedures.
- Delegate authority and responsibility to staff and volunteers.
- Follow all safety rules and regulations of the City.
- Communicate clearly and concisely, both orally and in writing to inform, motivate and influence.
- Interpret and apply federal, state and local policies, laws and regulations.
- Analyze data and convert this information into workable goals for improvement.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Prepare and present clear and concise administrative reports pertaining to Visitors & Tourism and Cultural Divisions activities and planning.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Effectively utilize: desktop publishing, word processing and spreadsheet applications, Internet, telephone and office skills, etc.



#### EXPERIENCE AND TRAINING GUIDELINES

# MINIMUM EXPERIENCE

Three years of increasingly responsible experience in public relations, visitors & tourism program management or activity coordination, cultural, or a related field including at least 2 years of administrative and supervisory responsibility.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in tourism & hospitality management, leisure services administration, event management, designating planning & management, or a related field.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

#### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact, frequent interruptions, unusual fatigue factors, and irregular work hours; occasionally subject to outdoor weather conditions.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, and sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions; squatting, bending, and kneeling while performing work activities; general manual dexterity required for typing for prolonged periods of time; carrying or lifting items greater than 40 pounds.



Job Title

Controller/City Treasurer

Job Code

432

Department

Finance and Business Operations

Pay Band

14

**FLSA Status** 

Exempt

**Union Status** 

Non-Union

Prepared

4/2014

Adopted

Amended

6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

## POSITION DEFINITION

Manage and oversee the activities and operations of the Financial Services Division, including: accounting operations, auditing, budgeting, cash management, asset inventory, debt service, financial analysis and planning, and grant, benefit and compensation administration.

Coordinate assigned activities with other city departments and outside agencies; provide highly responsible and complex administrative support to the Director of Finance and Business Operations.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Finance and Business Operations.

Exercises direct supervision over the Accountant, Financial Clerks, Personnel Specialist, Financial Technician, and Payroll/HR Technician.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume management responsibility for Financial Services Division activities, including accounting
  operations, budgeting, auditing, asset inventory, debt service, payroll, financial analysis and
  planning, grant management, and benefit and compensation administration; assist other city
  personnel with investment management process; recommend and administer policies and
  procedures.
- Participate in the development and implementation of the Financial Services Division goals,
   objectives, policies, and priorities for each assigned service area; recommend, within city policy,



appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

- Serve as the City Treasurer by the investment of idle cash funds; monitor securities held by the City; maintain records and produce reports related to investment performance; recommend investment policy.
- Oversee payroll process; ensure conformance with all applicable laws, regulations, and procedures.
- Oversee and analyze the internal control procedures for the city's assets; direct staff in the maintenance of the asset inventory.
- Plan, direct, and coordinate, through subordinate level personnel, the Financial Services
  Division's work plan; assign projects and programmatic areas of responsibility; review and
  evaluate work methods and procedures; meet with management staff to identify and resolve
  problems.
- Assist in the issuance of tax-exempt debt and related activities; research and evaluate federal
  and state tax laws, regulations, and procedures for debt management; analyze and forecast debt
  repayments and installments; ensure compliance of debt service with Capital Improvement
  Program.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Assist in the development of the city budget; advise other departments on budget preparation; review submitted budgets for conformity.
- Select, train, motivate, and evaluate staff; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct and oversee the preparation of financial reports, fiscal statements, analyses, and audits;
   oversee the maintenance of financial records and files.
- Ensure compliance with city, state, and federal policies, procedures and regulations pertaining to fiscal management and investment planning.
- Participate in the development and administration of the Finance and Business Operations
  Department budget relative to Financial Services Division activities; recommend funds needed for
  staff, equipment, materials, and supplies; approve expenditures and implement budgetary
  adjustments as appropriate and necessary.
- Explain, justify, and defend division programs, policies, and activities; help negotiate and resolve sensitive and controversial issues.
- Represent the Financial Services Division to other city departments, elected officials, and outside agencies; coordinate activities with those of other departments and outside agencies and organizations.



- Provide staff assistance to the Director of Finance and Business Operations and other city
  officials; participate on a variety of boards, commissions, and committees as assigned; prepare
  and present staff reports and other necessary correspondence.
- Oversee and monitor the receipt of property tax revenues and economic development loan payments.
- Prepare vehicle replacement schedule and annual vehicle rental fee schedule.
- · Administer employee benefit programs and city personnel policies.
- Supervise the maintenance of accrual benefits for all employees.
- Supervise maintenance of city-wide inventory systems.
- Prepare arbitrage calculation for all outstanding debt as required by law.

# OTHER DUTIES AND RESPONSIBILITIES

- Attend board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of financial management.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Participate in the work of subordinate level staff as necessary; process various financial paperwork and data; input information into the computer; access files; maintain ledgers, registers and journals.
- Attend City Council meetings as necessary.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive financial management program.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Principles and practices of governmental accounting and the regulations governing the reporting of municipal government financial activities.



- Principles and practices of accounting, financial planning, investment planning, internal auditing and budgeting.
- Principles and practices of municipal budget preparation and administration.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Advanced principles and procedures of financial record reporting.
- Principles and procedures of procurement.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes, and regulations.

- Delegate authority and responsibility.
- Prepare and present clear and concise administrative and financial reports pertaining to governmental financial activities and planning.
- Prepare and administer large and complex budgets.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.



## EXPERIENCE AND TRAINING GUIDELINES

# MINIMUM EXPERIENCE

Six years of increasingly responsible experience in financial management, accounting, or a related field, including two years of administrative or supervisory responsibility. Knowledge of governmental accounting preferred.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in accounting, finance, business or public administration or a related field.

# LICENSES/CERTIFICATIONS REQUIRED

Certified Public Accountant (CPA) certification preferred. Ability to obtain Iowa Municipal Finance Officers Association (IMFOA), or Government Finance Officers Association (GFOA) certification.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying and lifting items up to 40 pounds; general manual dexterity required for typing for prolonged periods of time.



Job Title	Inspection Services Manager	Job Code	425
Department	Community Development	Pay Band	14
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	4/28/2008. 6/23/2014. 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Manage the activities and operations of the Inspection Services Division within the Community Development Department, including enforcing codes related to the construction, repair, and maintenance of buildings and structures; oversee and manage all city building construction projects; provide highly responsible and complex administrative support to the Director of Community Development.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Community Development.

Exercises direct supervision over the Inspectors. May exercise direct supervision over Code Enforcement Officer and Storm Water Specialist.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage the activities and operations of the Inspection Services division within the Community
  Development Department including enforcing all building, mechanical (HVAC-heating, ventilation
  and air-conditioning), plumbing, and electrical codes.
- Oversee field operations of the Inspection Services division; delegate assignments to inspectors; analyze inspector assignment areas for efficient inspection services.
- Manage the development and implementation of the Inspection Services Division goals, objectives, policies and priorities for each assigned service area.



- Assist in the implementation of the City's Storm Water Management Program.
- Plan and coordinate the division's work plan and workload; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with staff to identify and resolve problems; direct and implement changes.
- Responsible for the selection and training of division personnel; motivate and evaluate division personnel; work with employees to correct deficiencies; implement discipline and termination procedures; approve vacation requests from division personnel.
- Interpret and enforce city codes; recommend and implement new and revised codes.
- Initiate proceedings for the condemnation and removal of sub-standard buildings; enforce codes related to the removal of condemned buildings; issue permits to move buildings and ensure compliance with related moving codes.
- Represent the Inspection Services Division to other city departments and outside agencies; coordinate division activities with those of other departments and outside agencies and organizations.
- Manage and participate in the preparation and administration of department's budget relative to building inspection activities and operations; make recommendations for resource need projections; oversee purchasing process for division materials and supplies; prepare specifications for materials and equipment.
- Oversee and manage all city building construction projects; ensure projects meet specifications and terms of contracts; work with contractors to solve problems and make change orders.
- Serve as the City's Building Official.

## OTHER DUTIES AND RESPONSIBILITIES

- Provide legal testimony related to building trade code compliance.
- Provide staff support to the Board of Appeals of the Building Code.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of building inspections.
- Perform other duties as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Modern techniques and practices of all phases and methods of building construction.
- Building codes and ordinances enforced by the city, including the International Building, International Mechanical, National Electrical, and Uniform Plumbing codes.
- Principles and techniques of building, mechanical, plumbing and electrical inspection work.
- Principles of structural design and engineering.
- General accounting and budgeting principles.
- Basic practices of municipal law as it applies to building inspections.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Application process of building, mechanical, plumbing, electrical, and related permits.
- Principles of supervising and managing staff.
- Accepted safety standards and methods of building construction for commercial, industrial and residential buildings.
- Pertinent federal, state, and local laws, codes and regulations including building, mechanical, electrical and plumbing codes.

- Interpret electrical, structural, mechanical, plumbing, and building construction plans and specifications.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Make arithmetical computations rapidly and accurately.
- Exhibit strong problem-solving skills
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

8 to 10 years of increasingly responsible experience in construction and code enforcement with at least two years of supervisory experience.

## MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university, supplemented by specialized training in building, construction technology, code enforcement, or related field in addition to 10 years of experience.

#### OR

Bachelor's degree from an accredited college or university in addition to 8 years of experience.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Possession of certification as a plans examiner or as an electrical, plumbing, mechanical, or building inspector preferred.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, electrical hazards, and close proximity to moving machinery and/or equipment.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time. While performing the duties of this position, the employee is also frequently required to squat, crouch, kneel, bend, crawl, and climb.



Job Title	Police Captain	Job Code	461
Department	Public Safety Services	Pay Band	14

FLSA Status Exempt Union Status Non-Union

Prepared 6/12/1995 Adopted

**Amended** 2/21/2001, 5/8/2006, 6/23/2014, 7/1/2017, 12/17/18

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

## POSITION DEFINITION

Manage, supervise, plan, and coordinate the activities and operations of an assigned unit within the police division including patrol, investigations, or support services; coordinate assigned activities with other departments, divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Police Chief and to apply independent judgment and law enforcement skills in resolving problems, appraising effectiveness of police techniques used, and interpreting departmental policies and regulations.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Directors, Chiefs, Assistant Chiefs, or Public Safety Supervisor Captain.

Exercises direct supervision over Lieutenants, Public Safety Supervisor – Lieutenants, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Manage, supervise, and coordinate the staffing and operational activities for an assigned patrol shift, investigative unit, or support services; provide highly complex and responsible staff assistance to the Police Chief.
- Assist in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.



- Recommend, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend discipline and termination procedures to the Assistant Police Chief.
- Direct, coordinate, and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff; implement improvements.
- Coordinate assigned activities with those of other departments, divisions, and outside agencies and organizations; provide staff assistance to the Police Chief; prepare and present staff reports and other necessary correspondence.
- Oversee, review, and participate in the preparation of police division reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the Police Division and city regulations.
- Attend and participate in various meetings of the Police Division; provide information and advice regarding law enforcement activities.
- Manage, plan, and coordinate training programs on the various phases of police activities.
- Respond to and resolve difficult and sensitive citizen inquiries, complaints, and calls for service.
- Serve in the absence of the Assistant Police Chief, as assigned.
- Act as incident commander during major public safety incidents; responsible for all shift or unit transfers within the police division.
- Assist in the preparation needed for parades and other special events.
- Manage the investigative unit, as assigned; approve all case work prepared by shift and
  investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise
  activities of investigative unit personnel; compile investigator case load statistics; review all
  intelligence reports generated within the police division; manage investigative unit in homicide
  investigations.
- Coordinate all activities with the Department of Public Safety at University of Northern Iowa.
- Conduct and oversee all internal affairs investigations.
- Manage a patrol unit as assigned; monitor and supervise patrol personnel; manage activities of a
  unit with subordinate staff; coordinate major crime and accident scenes; assign and monitor case
  follow-up activities; review accident cases and notarize traffic tickets; monitor criminal
  investigations; coordinate and participate in internal investigations.



- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Manage and oversee activities related to training, code enforcement, citizen liaison groups, research, school resource, planning and reserve officer programs, as assigned.

# OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement.
- Conduct minor repairs on police equipment; maintain equipment inventory within the police division.
- Assist in public safety dispatching duties as needed.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of a comprehensive law enforcement program.
- Modern and complex principles and practices of law enforcement.
- Principles of supervision, training, and performance evaluation.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of federal, state, and other local law enforcement agencies.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Police division collective bargaining contracts.
- Use of firearms and other modern police equipment.
- Modern office procedures, methods and computer equipment.
- Pertinent federal, state and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.



- Research techniques, methods and procedures, principles and practices of municipal budgeting, preparation and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

- Apply independent judgment and law enforcement skills.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Analyze situations quickly and objectively, and determine proper course of action.
- Meet and deal with the public tactfully and effectively.
- Obtain information through interviews and interrogation.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Demonstrate keen powers of observation and memory.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the City and the Public Safety Services Department.
- Give credible testimony.



#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Six years of law enforcement experience including at least four years as a Police Officer and two years of supervisory experience as a Cedar Falls Police Lieutenant or Cedar Falls Public Safety Supervisor-Lieutenant.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of a valid driver's license.

Possession of Police Officer certification from the State of Iowa.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, animals, firearms, bodily fluids, hazardous materials and chemicals, and noise (>85dB); exposure to emergency and disaster situations; working alongside moving traffic; extreme temperatures and outdoor weather conditions.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; squatting, crouching kneeling, and bending; pushing, pulling, and reaching above the shoulder; carrying and lifting items over 40 pounds; operating a motorized vehicle.



Job Title	Public Safety Supervisor - Captain	Job Code	928
Department	Public Safety Services	Pay Band	14
FLSA Status	Exempt	Union Status	Non-Union
Prepared	10/10/2018	Adopted	12/17/18

Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

## POSITION DEFINITION

To manage, supervise, plan, and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire, investigations, or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide high responsible coordination at emergency incidents; to provide highly responsible and complex staff assistance to the Director, Police Chief, and Fire Chief and to apply independent judgment and law enforcement/fire science skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, or Assistant Chiefs.

Exercises direct supervision over Police Captains, Fire Battalion Chiefs, Police Lieutenants, Public Safety Supervisor – Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

 Manage, supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift, investigative unit, or support services; provide highly complex and responsible staff assistance to the Director, Police Chief and Fire Chief. Manage the day-to-day operations of the public safety division.



- Assist in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Recommend, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; provide counseling when needed, recommend discipline and termination procedures to the Director, Police Chief and Fire Chief.
- Direct, coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff; implement improvements.
- Coordinate assigned activities with those of other departments, divisions and outside agencies
  and organizations; provide staff assistance to the Director, Police Chief, and Fire Chief; prepare,
  maintain and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of public safety department reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the public safety department and City regulations.
- Attend and participate in various meetings of the public safety department; provide information and advice regarding law enforcement/fire activities.
- Manage, plan and coordinate training programs on the various phases of police/fire activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Police Chief or Fire Chief, as assigned.
- Assist in the preparation needed for parades and other special events.
- Manage the investigative unit, as assigned; approve all case work prepared by shift and
  investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise
  activities of investigative unit personnel; compile investigator case load statistics; review all
  intelligence reports generated within the police division; manage investigative unit in homicide
  investigations.
- Coordinate all activities with the Department of Public Safety at University of Northern Iowa.
- Conduct and oversee all internal affairs investigations.
- Manage a patrol unit as assigned; monitor and supervise patrol personnel; manage activities of a
  unit with subordinate staff; coordinate major crime and accident scenes; assign and monitor case
  follow-up activities; review accident cases and notarize traffic tickets; monitor criminal
  investigations; coordinate and participate in internal investigations.



- Participate in the investigation and apprehension of offenders; monitor and oversee book-in
  procedures of prisoners; establish areas within the city for select enforcement; prepare briefing
  materials and press releases when appropriate.
- Functions as the Department's Safety Officer and oversees the Department's safety program.
- Assigns and supervises major maintenance tasks related to equipment, stations, and grounds.
   Ensures station, apparatus, and equipment are in proper working order.
- Assists in the preparation of the Department's annual budget.
- Assists in emergency preparedness plans for the City, working with City and County local emergency planning committees.
- Assists with the development and implementation of and assures adherence to departmental policies, procedures, and goals.
- Establishes and maintains good working relationships with other City departments, community groups and agencies.
- Serve as incident commander at fire scenes and other emergency situations; direct fire personnel
  at the scene of an emergency unless relieved by the Fire Chief or Administrative Division
  Battalion Chief. Utilize appropriate emergency management and incident command system.
- Approves time off request for public safety staff.
- Manage and oversee activities related to training, code enforcement, citizen liaison groups, research, school resource, planning and reserve officer programs, as assigned.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement/fire science.
- Conduct minor repairs on police equipment/fire equipment; maintain equipment inventory within the public safety department.
- Assist in public safety dispatching duties as needed.
- Perform other duties as assigned.
- May be assigned to a shift, or other work schedule as needed to complete work tasks as assigned.



## MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Operational characteristics, services and activities of a comprehensive law enforcement program.
- Modern and complex principles and management practices of public safety.
- Use of Incident Management and Personnel Accountability System.
- Use of firearms and other modern police equipment.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Police/fire collective bargaining contracts.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Operation, maintenance and uses of modern firefighting apparatus and equipment.
- Operational characteristics, services and activities of comprehensive fire suppression and prevention programs and emergency services.
- Various building construction techniques and the consequence of each type on fire suppression and prevention activities.
- Approved procedures and policies for hazardous or toxic materials storage, transport and cleanup.
- Modern office procedures, methods and computer equipment.
- Principles of supervision, training and performance evaluation.
- Research techniques, methods and procedures, principles and practices of municipal budgeting, preparation and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.



- Develop, implement and administer goals, objectives and procedures for providing effective and efficient fire prevention and protection measures.
- Utilize independent judgment within scope of duties to provide effective daily management of police/fire operations.
- Operate under an Incident Command System.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Safely operate department vehicles, apparatus and other emergency equipment.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Recommend improvements in operations and in the rules, regulations, and policies governing assigned area of responsibility.
- Analyze situations quickly and objectively, and determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- · Use and care for firearms.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Demonstrate keen powers of observation and memory.
- Follow all safety rules and regulations of the City and the Public Safety Services Department.
- Work irregular hours including weekends, holidays and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.
- Give credible testimony.



### EXPERIENCE AND TRAINING GUIDELINES

## MINIMUM EXPERIENCE

Six years of public safety experience, including experience as a firefighter and a police officer or police reserve officer with two years supervisory experience with the City of Cedar Falls

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

### LICENCES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of certification as a police or reserve officer from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of, or ability to obtain, an appropriate Fire Fighter II Certification in the State of Iowa and specialized training certifications.

Possession of, or ability to obtain, an appropriate Fire Instructor Certification in the State of Iowa.

Possession of, or ability to obtain, an appropriate Fire Officer I Certification in the State of Iowa.

#### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, animals, firearms, bodily fluids, hazardous materials and chemicals, and noise; exposure to emergency and disaster situations; working alongside moving traffic; extreme temperatures and outdoor weather conditions.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; carrying and lifting items over 40 pounds; operating a motorized vehicle.

### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS



The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



Job Title	Water Reclamation Manager	Job Code	480
Department	Community Development	Pay Band	14
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### **POSITION DEFINITION**

Manage, oversee, plan, and coordinate the services and operations of the city's wastewater treatment plant and the maintenance and repair of the sanitary and storm sewer systems; coordinate assigned activities with other divisions, outside agencies, and the general public; provide highly responsible and complex staff assistance to the Director of Community Development.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Community Development.

Exercises direct supervision over the Water Reclamation Supervisor. May exercise supervision over Plant Operators, Maintenance Workers, Plant Mechanic, and Lab Technician.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Coordinate the organization, staffing, and operational activities for the city's wastewater treatment plant and sanitary and storm sewer collection systems; plan, schedule, and monitor the work of staff in the plant and system operation and maintenance units.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the wastewater treatment plant and sewer system maintenance and operations; identify resource needs; recommend and implement policies and procedures.



- Select, train, motivate, and evaluate Water Reclamation Division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Identify opportunities for improving service delivery methods and procedures; coordinate systems and procedures development; review with appropriate management staff; implement improvements.
- Coordinate and monitor the maintenance and repair of mechanical and electrical systems; ensure all preventative maintenance activities are completed; oversee the work of contractors hired to repair and install equipment, machinery, and systems.
- Develop and administer the Water Reclamation Division budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.
- Develop plans for repair and modification of the wastewater treatment plant and sewer systems; recommend upgrades in order to meet increased needs of the wastewater treatment system; develop specifications for various types of new and replacement equipment; initiate requests for capital improvement program projects.
- Conduct compliance and regulatory reviews; evaluate regulations and their potential impact on existing operations and short and long term plans.
- Monitor and develop plant and field operations safety procedures; ensure safe work practices by employees.
- Monitor and ensure the conduct of all preventive maintenance activities to division facilities, equipment, and vehicles; work with other personnel within department to have equipment and vehicle repairs completed.
- Review invoices, accounting reports, and internal division files concerning purchase orders and requisitions; evaluate record keeping processes, administrative reports, project files, and various other correspondence.
- Participate in engineering reviews including plans, drawings, designs, feasibility studies, costs and operational impact analyses; work with engineering personnel in repair and maintenance of facilities and equipment.
- Direct and participate in chemical tests of water samples; analyze effluent discharge; review plant records, gauges, meters and other recording instruments; maintain records and files of all testing.
- Coordinate wastewater plant services and activities with those of other divisions and outside agencies and organizations; provide staff assistance to the Director of Community Development; prepare and present staff reports and other necessary correspondence.
- Inspect grounds, buildings and equipment at the wastewater treatment plants on a regular basis for needed maintenance and repairs.



- Respond to and resolve difficult and sensitive citizen inquiries and complaints regarding wastewater plant operations.
- Stay informed and up to date on all EPA and OSHA regulations and requirements; adhere to all local, state and federal rules and regulations.
- Respond to emergencies as necessary; coordinate and assign work crews during emergency situations.
- Oversee industrial pre-treatment program; work with local industries and other agencies to ensure compliance with all federal, state and local regulations.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of wastewater treatment.
- Provide a variety of public relations activities including presentations and tours of plant facilities.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operational procedures and practices of a comprehensive sanitary and storm sewer collection system program.
- Materials, methods, practices and equipment used in wastewater collection, treatment, storage and effluent release.
- Operational characteristics, services and activities of a wastewater treatment plant including operations and maintenance.
- Tools, materials and equipment used in the maintenance and repair of wastewater treatment plants, storm and sanitary sewer collections systems.
- Types and level of maintenance and repair activities generally performed in a wastewater collection and treatment operation.
- General principles of biology, chemistry and mathematics as they relate to the treatment of wastewater.
- Electrical, electronic, mechanical and chemical elements of wastewater collection and treatment.
- Occupational hazards and standard safety precautions.



- Industrial hazards, toxins and chemical reactions related to wastewater treatment operations.
- Principles and procedures of record keeping and reporting.
- Principles of budget preparation and control.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Laboratory procedures and chemical testing practices related to wastewater treatment operations.
- Recent developments, current literature, and sources of information related to wastewater treatment.

### **ABILITY TO PERFORM**

- Respond effectively and calmly to dissatisfied customers and emergency situations as they arise.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **EXPERIENCE AND TRAINING GUIDELINES**

#### MINIMUM EXPERIENCE

Four to Six years of increasingly responsible experience in the operation and maintenance of wastewater collection and treatment facilities, including two years of supervisory or administrative responsibility.

### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to six years of relevant experience

#### OR

Bachelor's degree from an accredited college or university with major course work in utility operations, chemistry, biology, environmental science, or a related field in addition to four years of relevant experience.



### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, a valid Grade III Operators Certification from the State of Iowa.

### WORKING CONDITIONS AND ENVIRONMENT

### **ENVIRONMENTAL CONDITIONS**

Wastewater treatment plant environment; exposure to potentially hazardous chemicals and fumes; air contamination; dirt, dust, and grease; electrical hazards; exposure to outdoor weather conditions; working with water; working around construction equipment and alongside moving traffic on roads; working in confined spaces; loud noises (>85dB); bodily fluids/communicable diseases.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for sitting, standing, walking, stooping or bending for prolonged periods of time; pushing, pulling, reaching above the shoulder motions; carrying or lifting items up to 40 pounds; operating a motor vehicle and other motorized equipment.



Job Title	Information Systems Manager	Job Code	435
Department	Finance and Business Operations	Pay Band	15
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	
Amended	6/12/1995, 2/21/2001, 8/25/2003, 6/23/2014, 1/3/2017, 12/17/18		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Manage and oversee the planning, organization, and execution of all functions of the Information Systems division within the Finance and Business Operations Department, including computer and telecommunications systems, video surveillance cable television programs, services, and fees; coordinate assigned activities with other city departments and outside agencies; provide highly responsible administrative support to the Director of Finance and Business Operations.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Finance and Business Operations.

Exercises direct supervision over the Network Administrator, Graphic Designer, GIS Analyst, and Cable Television Supervisor.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assume management responsibility for all Information Systems division services and activities, including computer systems, analysis of complex organizational needs, telecommunications, and video systems for all departments; cable television programs, services and fees; recommend and implement policies and procedures as determined by the Director of Finance and Business Operations.
- Recommend, develop, and implement the division goals, objectives, policies, priorities and standards; make recommendations, within city policy, for appropriate service and staffing levels; forecast and allocate resources accordingly.



- Monitor and evaluate the efficiency and effectiveness of service delivery and operational methods and procedures; assess and monitor workload; identify opportunities for improvement.
- Represent the Information Systems division to other city personnel and outside agencies (CJIS, CFU, E911, etc.); assist city staff with various aspects of the information systems; trouble shoot, determine systemic or operational problems; make recommendations for training programs as appropriate; make recommendations for purchases and upgrades.
- Maintain contacts with outside vendors, service, and maintenance agencies for information systems, telecommunications, video surveillance and cable television equipment; manage outside contracts and monitor work of contractual agencies as necessary; maintain records of licenses, warranties, service, and maintenance; maintain inventory of information systems, telecommunications, video surveillance, and cable television equipment; authorize minor repairs of equipment and systems as appropriate.
- Develop and coordinate the division's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Participate in the development and administration of the Information Systems division budget;
   forecast funds needed for staffing, equipment, materials, and supplies and make recommendations for expenditures; monitor and approve purchases and expenditures.
- Select, train, motivate and evaluate divisional personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Oversee and monitor the operations and security of all systems, networks (WAN & LAN), and peripheral equipment; oversee the cable television programs and services; oversee the city's graphic design function and newsletter production; oversee the maintenance of the city's websites and social media presence.
- Constantly update knowledge of information systems, telecommunications, video surveillance, and cable television industries; participate in all new systems evaluations and acquisitions; make recommendations for purchases of information systems, telecommunications, video surveillance, and cable television equipment, hardware, software applications; install, repair, upgrade and supervise use of computer hardware and software for all departments; procure and arrange for installation of telecommunications and video surveillance equipment.
- Develop and administer the hardware replacement program; plan layout and installation of new systems or modifications of existing systems.
- Assist and train users on systems and peripheral equipment; troubleshoot problems and make repairs as necessary; install new equipment and applications; work with other city personnel to establish needs and training requirements.
- Develop administrative policies for the proper use and standardization of computer systems; ensure compliance with federal copyright law; enforce policies throughout organization.



- Develop, maintain, and implement Disaster Recovery Plan for city information and communication systems; provide for business continuity by implementing appropriately scheduled systems backups.
- Assist in the continued development of the GIS system.

### OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support or represent city to a variety of committees as assigned; attend and
  participate in professional group meetings; stay abreast of new trends and innovations in the field
  of computer operations.
- · Attend City Council meetings as necessary.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of comprehensive information systems, telecommunications, video surveillance, and cable television programs and services.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Computerized data processing systems, including advanced analysis and design techniques.
- Principles and practices of municipal budget preparation and administration; principles of supervision, training and performance evaluation.
- Various programming languages and their applications.
- Pertinent federal, state, and local laws, codes, and regulations.
- Research techniques, methods, and procedures.
- Principles of supervision, training, and performance evaluation.
- Operation computer hardware and operating systems, network operating systems, and Active Directory.
- IBM iSeries and system support programs.
- Generally accepted accounting principles.
- Wide area (WAN) and local area (LAN) network systems.



## **ABILITY TO PERFORM**

- · Delegate authority and responsibility.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work
  including city and other government officials, community groups and the general public.

### **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Six to eight years of increasingly responsible experience in systems management, analysis, or design, including two years of supervisory experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from a college or university with major course work in computer science, management information systems, or a related field with six years of experience.

### OR

Associate's degree in Computer Science, Management Information Systems, or related field with eight years of experience.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

CompTIA A+ certification or applicable information technology certifications are preferred.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers;

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title

Planning and Community Services Manager

Job Code

412

Department

Community Development

Pay Band

15

FLSA Status

Exempt

Union Status

Non-Union

Prepared

2/24/1997

Adopted

**Amended** 

7/1/2000, 8/25/2003, 1/13/2014, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Manage and oversee the activities, operations, and programs of the Planning and Community Services division within the Community Development Department, including planning and zoning, code enforcement, urban renewal, city grant programs and applications, Section 8 housing, Community Development Block Grant Block Grant; and project management for city wide projects.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Community Development Director.

Exercises direct supervision over Planner I, Planner II, and Planner III.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume management responsibility for all Planning and Community Services Division goals, objectives, policies, and activities within the Community Development Department, including the city's community and economic development, housing, planning and zoning, and code enforcement programs.
- Select, train, motivate and evaluate division personnel; provide or coordinate staff training; assess and monitor workload; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and direct the preparation and administration of grants and other resources while adhering to all appropriate laws, regulations, guidelines, ordinances, and codes.



- Contact outside agencies and enterprises to market the City of Cedar Falls; prepare and distribute informational packets and marketing materials for interested companies outlining available building sites.
- Oversee the continuous development and expansion of the City of Cedar Falls' Industrial Park.
   Manage all land related transactions; develop and coordinate Tax Increment Financing (TIF)
   district activities; develop and implement financial packages for company relocation and
   expansion projects. Oversee economic development projects including initial contacts with
   developers and companies, project negotiations, draft resolutions, abstracts, plats, and other
   related documents.
- Act as liaison with local, state and federal agencies including Housing and Urban Development; administer and monitor the city's Community Development Block Grant program; ensure project and overall program eligibility compliance with HUD regulations.
- Oversee the annual CDBG Entitlement Budget and work program; prepare and submit all community development related financial regulatory reports to HUD.
- Manage the city's housing program budget; monitor state and federal regulations impacting local housing programs; implement and ensure compliance with related housing regulations.
- Recommend, within city policy, appropriate service and staffing levels; monitor and evaluate the
  efficiency and effectiveness of service delivery methods and procedures; allocate resources
  accordingly.
- Explain, justify and defend community services and planning programs, including code enforcement, policies and activities; negotiate and resolve sensitive and controversial issues
- Represent the division to other city departments and divisions, elected officials and outside agencies; coordinate activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Community Development Director; prepare and present staff reports and other necessary correspondence; prepare a number of performance reports as directed by program guidelines.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints; recommend corrective action as necessary to resolve complaints concerning the city's community development, housing, planning, and code enforcement functions.
- Conduct a variety of research, investigations, and organizational and operational studies; recommend modifications to planning, code enforcement, and development programs, policies and procedures as appropriate.
- Provide staff support to a variety of boards and commissions, such as the Planning and Zoning Commission, Board of Adjustment, and Historic Preservation Commission; stay abreast of new trends and innovations in the field of planning, zoning, code enforcement, and economic and community development.



- Advise City Council and Board/Commission members on planning, code enforcement, zoning administration, development laws, codes, regulations, procedures and policies; schedule and organize meetings with elected and private leaders for planning, code enforcement, zoning administration and development projects.
- Serve as the City's Zoning Administrator and as the City Planner when referenced in the Cedar Falls Code of Ordinances.
- Research, analyze and prepare written reports and graphics on current comprehensive planning and long range planning matters; review subdivision and building site plans; write and revise subdivision and zoning ordinances and regulations.
- Ensure all appropriate laws, regulations, guidelines, ordinances, and codes are adhered to in accordance with the City's Landlord Accountability ordinance, Maintenance and Nuisance codes, and other related enforcement.
- Assist in rental code administration and implementation.

### OTHER DUTIES AND RESPONSIBILITIES

- Coordinate and monitor outside contractor's work retained for development and redevelopment studies.
- Serve as the city appointed staff representative on the visionary or planning committees, as designated.
- Monitor and manage grants for other division projects.
- Attend and participate in professional group meetings, seminars and conferences.
- Develop and prepare reports involving the city's flood recovery program.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of planning and code enforcement programs and a current and comprehensive community services program including economic development, community development and housing program assistance.
- Local, state, and federal funding sources.
- Applicable guidelines, regulations, codes, laws and statutes related to applicable programs.



- Procedures of grant writing and administration.
- Principles and practices of program development and administration.
- Principles of supervision, training and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.
- Modern and complex principles and practices of urban planning, code enforcement, and development.
- Residential, commercial and industrial planning and zoning and code enforcement ordinance laws, codes and administration.
- Economic development theory, principles and practices and their application to a wide variety of urban issues.
- Advanced principles and practices of municipal budget preparation and administration.
- Current literature, information sources and research techniques and statistical analysis in the field
  of community services, economic development, planning and development, and code
  enforcement.
- Current and long-range community service, economic development, planning, and code enforcement methods, practices and procedures.
- Technical report writing.
- Site planning and architectural design techniques and methods.
- Principles and practices of local government management.

## **ABILITY TO PERFORM**

- Delegate authority and responsibility.
- Prepare and administer large and complex budgets.
- Analyze problems, identify alternative solutions and project consequences of proposed recommendations and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- · Communicate clearly and concisely, both orally and in writing.
- · Establish and maintain effective working relationships with those contacted in the course of work.



- Develop creative approaches to and concepts for community services, economic development, planning and zoning, and code enforcement problems.
- Make public presentations to various groups, boards and commissions regarding community services, economic development, planning and development, and code enforcement activities.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.

#### **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in economic or community development, urban, city or regional planning, code enforcement, or related area, including at least two years of supervisory experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in community development, public administration, urban and regional planning, urban design, code enforcement, or a related field required. Master's degree in public administration or urban and regional planning or related field preferred.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

American Institute of Certified Planners (AICP) or economic development or finance professional certification preferred.

### **WORKING CONDITIONS AND ENVIRONMENT**

### **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers.

## PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods time; general manual dexterity required for typing for prolonged periods of time.



Job Title	Public Works and Parks Manager	Job Code	451
Department	Municipal Operations and Programs	Pay Band	15
FLSA Status	Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	2/21/2001, 4/23/2007, 6/23/2014, 12/17/2018		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### **POSITION DEFINITION**

Plan, manage, coordinate, and oversee the Public Works and Parks operations of the Municipal Operations & Programs Department, including vehicle, equipment maintenance, street maintenance and construction, sanitation services, traffic signals and signs, activities related to the design and maintenance of public buildings, cemetery, parks and arboricultural operations; coordinate assigned activities with other city departments, divisions, and outside agencies; provide highly responsible administrative assistance to the Municipal Operations & Programs Director.

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Municipal Operations & Programs.

Exercises direct supervision over the Public Works & Parks Supervisors, Traffic Operations Supervisor, Building Maintenance Supervisor, Fleet Maintenance Supervisor, and Administrative Assistant.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume full management responsibility for all street, alley, sidewalk, and parking lot construction
  and maintenance, fleet and equipment maintenance, sanitation services and operations, traffic
  signals, signs and related traffic control devices and public buildings or facilities maintenance
  activities, and cemetery, parks and arboricultural operations; oversee all administrative and
  financial operations for the assigned area.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal



reporting relationships; identify opportunities for improvement and review with the Municipal Operations & Programs Director; implement improvements.

- Plan, prioritize, assign, supervise and review the work of staff responsible for providing all area of responsibility; select, train, motivate and evaluate assigned staff; provide or coordinate staff training; evaluate employee performance; work with employees to correct deficiencies; implement discipline and termination procedures.
- Manage and participate in the development and administration of the Public Works and Parks budget; forecast additional funds needed for staffing, equipment, materials, and supplies; direct, monitor and approve expenditures; implement adjustments as necessary.
- Plan, coordinate, and review the work plan for Public Works and Parks; meet with staff to identify
  and resolve problems; monitor work flow; review and evaluate work products, methods and
  procedures.
- Serve as the liaison for Public Works and Parks operations with other city departments, divisions, and outside agencies; negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the Municipal Operations & Programs Director; prepare and present staff reports and other necessary correspondence.
- Ensure the adherence to safe work practices by Public Works and Parks personnel; ensure the
  adherence of their services and operations to all applicable local, state and federal standards,
  ordinances, statutes and guidelines.
- Assist Municipal Operations & Programs Director with the acquisition, maintenance and operation
  of all equipment and vehicles assigned; prepare specifications for new purchases; maintain
  contact with vendors to solicit information and bids.
- Develop, implement and oversee the snow removal plan for the city; develop snow removal routes of crews; work with supervisory personnel to schedule crews and ensure sufficient staffing for program.
- Plan, organize and supervise the solid waste management, yard waste and recycling programs.
- Coordinate the organization, staffing and operational activities for the parks maintenance programs, including golf course maintenance, right-of-way and maintenance of supplemental public lands, cemetery maintenance, parks and grounds maintenance, landscaping, and arboricultural activities.
- Participate in a variety of activities requiring travel within city limits; inspect various parks areas, including golf courses, cemetery, parks, playgrounds, public lands and recreational areas; respond to and assign needed maintenance.
- Design and oversee completion of landscaping projects.
- Oversee compliance of assigned staff with pesticide application regulations.



- Oversee the operations of the city cemeteries including the sale of plots, the preparation and conduct of burials, and the accurate record keeping of all associated operations and services.
- Oversee compliance with all applicable ordinances related to vegetation.
- Manage all artificial lakes and recreation and nature trails.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in all assigned areas related to public works and parks operations and maintenance.
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in areas of responsibility.
- Conduct special reports and research as required.
- Meet and confer with workers' representatives to resolve grievances and discuss work related issues.
- Meet with members of the public to discuss issues, concerns and complaints; resolve complaints and problems as appropriate.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive public works and parks operations and maintenance program.
- Modern and complex principles and practices of street, sidewalk, and parking lot construction and maintenance.
- Traffic signals, signs, and other traffic control devices, including the principals of electricity.
- Care and maintenance of public buildings and other city owned facilities.
- Equipment, materials, and supplies used in assigned areas of operations and maintenance activities and services.
- Procedures and policies of a modern fleet and equipment maintenance program.
- Operational and mechanical features of equipment and vehicles used by assigned areas of responsibility.



- Procedures and practices of a comprehensive solid waste reduction operation, including yard waste and recycling programs.
- Operational characteristics, services and activities of assigned maintenance programs including parks maintenance, tree care and maintenance, landscaping, and cemetery maintenance.
- Turf and grass management and care.
- Design principles for landscaping projects.
- Operations associated with parks, public property, cemetery, and arboricultural management practices.
- Construction techniques involving streets and roads, drainage systems, and flood control.
- City infrastructure.
- Occupational hazards and standard safety practices.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of municipal budget preparation and administration.
- Pertinent federal, state, and local laws, codes and regulations.

### **ABILITY TO PERFORM**

- Oversee and coordinate multiple projects.
- · Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations.
- Use a computer and acquire knowledge of programs used in the Municipal Operations & Programs Department.



## **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

At least 10 years of increasingly responsible experience in streets construction and maintenance, refuse operations, sewer operations, landscape management, parks, arboricultural, cemetery operations or a related field, including three years administrative and supervisory responsibility

### MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree in construction management, facility management, construction engineering, or a related field.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license

Possession of, or ability to obtain a Class A Commercial Driver's License (CDL).

### **WORKING CONDITIONS AND ENVIRONMENT**

## **ENVIRONMENTAL CONDITIONS**

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending; pushing, pulling, and reaching motions while performing work activities; carrying or lifting items greater than 40 pounds; operating motorized equipment and vehicles.



**Amended** 

# JOB CLASSIFICATION

Job Title	Assistant Public Safety Director/Assistant Chief – Police or Fire	Job Code	466
Department	Public Safety Services	Pay Band	16
FLSA Status	Exempt	<b>Union Status</b>	Non-Union
Prepared	11/2015	Adopted	1/18/2016

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

### **POSITION DEFINITION**

Plan, direct, manage, and oversee the activities and operations of the Fire and Police divisions within the Public Safety Services Department. Serve as the city's Assistant Fire Chief, Assistant Police Chief, Director of Public Safety Services or Chief in his/her absence. Coordinate assigned activities with other city departments and agencies; provide highly responsible and complex administrative support to the Public Safety Services Director and Chief.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Public Safety Services, Police Chief, Fire Chief.

Exercises direct supervision over the following positions in the Fire and Police divisions: Police Captains, Fire Battalion Chiefs, Police Lieutenants, Fire Captains, Public Safety Supervisors, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

8/15/2016, 12/17/2018

- Assist Chief in managing various Fire and Police division activities and operations as well as the development and implementation of division goals, objectives, policies, and priorities.
- Serve as the city's Assistant Fire Chief or Assistant Police Chief per the Code of Iowa.
- Serve as the Director of Public Safety Services or Chief in his/her absence; recommend and administer policies and procedures.



- Establish, within departmental policy, appropriate service and staffing levels. Develop and administer standard operating policies and procedures adopted by the City Council.
- Coordinate various Fire and Police division activities with those of other departments and outside agencies and organizations.
- Explain and justify Fire and Police programs, policies and procedures; negotiate and resolve sensitive, significant and controversial issues within the fire or police divisions.
- Assist in the coordination and review of the work plan for services within Fire and Police divisions.
- Assign work activities, projects, and programs; monitor workflow and workload; review and evaluate products, methods, and procedures.
- Participate in the development and administration of the Fire and Police division budgets. Direct
  and justify the forecast of funds needed for staffing, equipment, materials and supplies. Oversee
  the monitoring of and approve expenditures; direct and implement adjustments as necessary and
  in accordance with city policy.
- Manage activities within the Fire and Police divisions including training, records management, prevention, planning and research, inspection, and public safety (Fire and Police) education.
- Prepare and present staff reports and other necessary correspondence.
- Confer with citizens and city officials on fire safety and law enforcement concerns.
- Assist in developing of fire prevention and municipal law enforcement policies that integrate community relations and prevention philosophies into the organization's operations.
- Assist in coordinating emergency operations during natural disasters and other major catastrophes.
- Respond to and resolve difficult and sensitive citizen inquires and complaints. Confer with citizens
  and city officials on Fire and Police division issues. Respond to media inquiries concerning
  Department of Public Safety issues.
- Assist the Finance & Business Operations Department in the preparation and resolution of issues during Fire and Police division collective bargaining. Assist the city's management team in labor/management committee meetings.
- Select, train, motivate, and evaluate Fire and Police division personnel in accordance with Civil Service regulations. Provide and coordinate staff training, counseling and evaluate employee performance. Implement discipline and termination procedures in accordance with city policy and Civil Service regulations.
- Respond to major fire alarms and other major emergency incidents.



- Participate in police investigations and the apprehension of offenders.
- Coordinate and promote training between Police, Fire, and medical services.
- Develop, promote, and recruit reserve officers, part-time employees, Paid-on-Call officers, and Public Safety Officers to assist the Fire and Police divisions.
- Participate in a variety of boards and commissions. Attend and participate in professional group meetings, conferences, and workshops.
- Stay current with trends and innovations in the field of fire prevention and law enforcement.
- Represent the city in relationships with the public, community groups, professional organizations, other city departments and agencies; coordinate community relations programs to educate public safety employees, city workers, and the public in fire prevention and the field of law enforcement.
- Prepare a variety of technical and departmental activity reports and records according to state, federal, and local regulations.
- Maintain records of all fires, emergency responses, and disaster assistance that occurs within the city. Maintain records for hazardous materials stored in facilities within the city of Cedar Falls.
- Manage the city's rental housing inspection programs including Section 8, Housing Program, Commercial Property Inspections Program, and Code Enforcement.

### OTHER DUTIES AND RESPONSIBILITIES

- Purchase equipment and supplies for Fire and Police division activities. Perform minor maintenance on equipment and coordinate equipment testing.
- Review and update building, life safety, housing, and rental codes.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

### REQUIRED KNOWLEDGE

- Operation, maintenance, and use of modern firefighting apparatus and equipment.
- Operational characteristics, service, and activities of a comprehensive municipal law enforcement program and comprehensive fire suppression and prevention program.
- Technical and administrative phases of crime prevention and law enforcement, including investigation and identification, crime prevention, patrol, traffic control, records management, care and custody of persons and property.



- Technical and administrative aspects of fire suppression and fire prevention command.
- Use of firearms and other modern police equipment.
- Collective bargaining principles and practices.
- Principles of modern Fire and/or Police management and administration.
- · Pertinent federal, state, and local laws, codes, and regulations.
- Modern office procedures, methods, and equipment including computers and related software and equipment.
- The geography of the city and surrounding areas.
- · Specialized communications equipment.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern investigative methods, including interviewing and interrogations techniques.
- Building construction and techniques and the consequence of each type on fire suppression and prevention activities.
- Safe work practices and procedures.
- English usage, spelling, grammar and punctuation.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Business letter writing and report preparation.

### ABILITY TO PERFORM

- Work under stress, use good judgment, and act quickly and calmly in emergency situations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of City and Departmental goals.
- Advanced mathematical calculations.
- Delegate authority and responsibility.
- Establish and maintain cooperative working relationships with those contacted in the course of work.



- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Act quickly and calmly in emergencies.
- Mediate disputes to a successful conclusion.
- Follow all safety rules and regulations of the Department of Public Safety Services.

### **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Six years of professional police or fire supervisory experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

Graduation from the National Fire Academy Executive Fire Officer Program, FBI National Academy, or equivalent institute preferred.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Possession of, or ability to obtain, an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of, or the ability to obtain, certification as a police or reserve officer with the State of Iowa.

Possession of, or the ability to obtain, National Crime Information Center (NCIC) certification.

### WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field environment with exposure to emergency and disaster situations during Fire and Police operations, such as hazardous chemicals and materials, smoke and fumes, dangerous firearms and weapons, extreme temperatures, electrical hazards, confined or high work spaces, dangerous animals, armed and dangerous persons, extremely loud noises (>85dB), bodily fluids/communicable diseases; hazards of



emergency driving, and hazards associated with traffic control and working in and near traffic, and natural and manmade disasters.

Work irregular hours including weekends, holidays, and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.

### PHYSICAL CONDITIONS

Functions of this position require the ability to maintain physical conditions necessary for sitting, standing, running, walking, crawling, climbing, stooping, pushing, pulling, reaching motions above the shoulder, crouching, kneeling, bending, and carrying and lifting items greater than 40 pounds for prolonged periods of time; operating a motorized vehicle; moving and lifting equipment and injured or deceased persons; performing life-saving and rescue procedures.



Job Title	Assistant Public Safety Director/Chief – Fire or Police	Job Code	465
Department	Public Safety Services	Pay Band	16
FLSA Status	Exempt	Union Status	Non-Union
Prepared	2/1998	Adopted	2/1998
Amended	6/23/2014, 8/15/2016, 12/17/18		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Plan, direct, manage, and oversee the activities and operations of the Fire and Police divisions within the Public Safety Services Department; serve as the city's Fire Chief or Police Chief per the Code of Iowa; serve as the Director of Public Safety Services in his/her absence; coordinate assigned activities with other city departments and outside agencies; provide highly responsible and complex administrative support to the Public Safety Services Director.

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Public Safety Services.

Exercises direct supervision over the following positions in the Fire and Police divisions: Police Captains, Fire Battalion Chiefs, Police Lieutenants, Fire Captains, Public Safety Supervisors, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume management responsibility for various fire and police division activities and operations if Deputy Directors of Fire and Police positions are not filled; serve as the City's Fire Chief or Police Chief per the Code of Iowa; serve as the Director of Public Safety Services in his/her absence; recommend and administer policies and procedures.
- Manage the development and implementation of certain Fire and Police division goals, objectives, policies, and priorities for assigned service area; establish, within departmental policy,



appropriate service and staffing levels; develop and administer standard operating policies and procedures adopted by the City Council.

- Coordinate various Fire and Police division activities with those of other departments and outside
  agencies and organizations; explain and justify Fire division programs, policies and procedures;
  negotiate and resolve sensitive, significant and controversial issues.
- Oversee, coordinate, and review the work plan for various services within the Fire and Police divisions, assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures; meet with management staff to identify and resolve problems.
- Participate in the development and administration of the Fire and Police division budgets; direct
  and justify the forecast of funds needed for staffing, equipment, materials and supplies; direct the
  monitoring of and approve expenditures; direct and implement adjustments as necessary and in
  accordance with city policy.
- Manage various support activities within the Fire and Police divisions including training, records management, prevention, planning, research, inspection, and fire safety education.
- Coordinate various Fire and Police division activities with those of other departments and outside
  agencies and organizations; provide staff assistance to the Mayor; prepare and present staff
  reports and other necessary correspondence.
- Confer with citizens and city officials on fire safety and law enforcement problems; assist in the
  development of innovative fire prevention policies and municipal law enforcement policies that
  provide coordinated community relations/customer service programs that integrate prevention
  philosophies into the organization's operations.
- Assist in coordinating the emergency operations during natural disasters and other major catastrophes.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints; confer with citizens
  and city officials on Fire and Police division problems; assist in the development of innovative Fire
  and Police division policies.
- Assist the Finance & Business Operations Department in the preparation and resolution of issues regarding Fire and Police division collective bargaining; assist the city's management team in labor/management committee meetings.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods, programs and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; implement improvements.
- Select, train, motivate, and evaluate various Fire and Police division personnel in accordance with Civil Service regulations; provide or coordinate staff training and counseling; evaluate employee performance; work with employees to correct deficiencies; implement discipline and termination procedures in accordance with city policy and Civil Service regulations.



- Respond to major fire alarms and other major emergency incidents; direct fire suppression activities necessary; investigate the cause of fires.
- Participate in a variety of boards and commissions; attend and participate in professional group
  meetings, conferences and workshops; stay abreast of new trends and innovations in the field of
  fire prevention, suppression and operations and in the field of law enforcement.
- Represent the city in relationships with the public, community groups, professional organizations, other city departments and divisions and outside agencies; coordinate community relations/customer service programs to educate all public safety employees, city workers, and the public in fire prevention and hazardous materials storage, handling and disposal
- Prepare a variety of technical and departmental activities reports and records according to state, federal, and local regulations; maintain records of all fires, emergency responses and disaster assistance that occurs within the city; maintain records for hazardous materials stored in facilities within the city of Cedar Falls.
- Develop, promote, recruit and train alternate staff (volunteer, part-time, and Paid-on-Call (POC) firefighters and police officers) to assist career firefighters and police officers.
- Coordinate and promote training between police, fire, and medical services.
- May be responsible for managing the City's rental housing inspections programs including Section 8, Housing Program and Commercial Property Inspections Program.

### OTHER DUTIES AND RESPONSIBILITIES

- Purchase equipment and supplies for fire and police division activities; perform minor maintenance on equipment; coordinate equipment testing.
- Review and update building, life safety, housing, and rental codes.
- Participate in the investigation and apprehension of offenders.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operation, maintenance, and uses of modern firefighting apparatus and equipment.
- Operational characteristics, services, and activities of comprehensive fire suppression and prevention programs and emergency services and of a comprehensive municipal Law Enforcement program.



- Technical and administrative aspects of fire suppression and fire prevention command.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, crime prevention, patrol, traffic control, records management, and care and custody of persons and property.
- Use of firearms and other modern police equipment.
- Pertinent federal, state and local laws, codes and regulations.
- Modern office procedures, methods, and equipment including computers and related software and equipment.
- The geography of the city and surrounding area.
- Specialized communications equipment.
- Organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Building construction techniques and the consequence of each type on fire suppression and prevention activities.
- Modern and complex principles and practices of program development and administration.
- · Safe work practices and procedures.
- English usage, spelling, grammar and punctuation.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training and performance evaluation.
- Business letter writing and report preparation.
- Collective bargaining principles and practices.

### **ABILITY TO PERFORM**

- Work under stress and use good judgment in emergency situations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- · Advanced mathematical calculations.
- Delegate authority and responsibility.



- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- · Communicate clearly and concisely, both orally and in writing.
- · Act quickly and calmly in emergencies.
- Mediate disputes to a successful conclusion.
- Follow all safety rules and regulations of the division.

## **EXPERIENCE AND TRAINING GUIDELINES**

### MINIMUM EXPERIENCE

Six years of professional police or fire supervisory experience.

### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's Degree from an accredited college or university.

Graduation from the National Fire Academy Executive Fire Officer Program, FBI National Academy, or equivalent institute preferred.

### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, an appropriate Fire Fighter I Certification in the State of Iowa and specialized training certifications.

Possession of, or ability to obtain, Fire Instructor I Certification in the State of Iowa.

Possession of, or ability to obtain, certification as a police officer or reserve officer in the State of Iowa.

Possession of, or ability to obtain, National Crime Information Center (NCIC) certification.



### **WORKING CONDITIONS AND ENVIRONMENT**

### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field environment with exposure to emergency and disaster situations during Fire and Police operations, such as hazardous chemicals and materials, smoke and fumes, dangerous firearms and weapons, extreme temperatures, electrical hazards, confined or high work spaces, dangerous animals, armed and dangerous persons, extremely loud noises (>85dB), bodily fluids/communicable diseases; hazards of emergency driving, and hazards associated with traffic control and working in and near traffic, and natural and manmade disasters.

Work irregular hours including weekends, holidays, and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.

### PHYSICAL CONDITIONS

Functions of this position require the ability to maintain physical conditions necessary for sitting, standing, running, walking, crawling, climbing, stooping, pushing, pulling, reaching motions above the shoulder, crouching, kneeling, bending, and carrying and lifting items greater than 40 pounds for prolonged periods of time; operating a motorized vehicle; moving and lifting equipment and injured or deceased persons; performing life-saving and rescue procedures.



Job Title	City Engineer	Job Code	409
Department	Community Development	Pay Band	17

FLSA Status Exempt Union Status Non-Union

Prepared 1/19/1995 Adopted

**Amended** 6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### **POSITION DEFINITION**

Manage and oversee the programs and activities of the Engineering Division within the Community Development Department, including reviewing and approving plans, specifications, and bids; directing inspection activities; coordinating infrastructure construction and resolving highly sensitive issues with citizens and other departments; coordinate assigned activities with other departments, divisions and outside agencies; provide highly responsible and complex administrative support to the Director of Community Development.

#### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Community Development.

Exercises direct supervision over the Principal Engineers, Civil Engineer II, and Land Surveyor.

### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage all services and activities of the engineering division, including mapping, infrastructure construction projects, field survey, and contractual agreements.
- Maintain and monitor operations of the Cedar Falls river dam in coordination with the Public Works division.
- Manage the development and implementation of the engineering division goals, objectives, policies, and priorities within each service area; establish, within city and department policy, appropriate service and staffing levels; allocate resources accordingly.



- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- Select, train, motivate, and evaluate engineering division personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Compose, prepare, and review a variety of documents, including technical reports and letters, memoranda, specifications, proposals, design criteria, cost estimates, construction contracts, and other related correspondence.
- Plan, manage, coordinate, and review the work plan for the engineering division; meet with staff
  to identify and resolve problems; assign work activities, projects, and programs; monitor work
  flow; review and evaluate work products, methods, and procedures; meet with the Director of
  Community Development to forecast and plan division needs and objectives.
- Manage and participate in the development and administration of the engineering division budget relative to assigned operations and services; forecast additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments as necessary.
- Serve as liaison for the engineering division with other city divisions and departments and outside agencies; negotiate and resolve significant and controversial issues.
- Provide responsible staff assistance to the Director of Community Development; prepare and present staff reports and other necessary correspondence.
- Review and make recommendations on plats and subdivision construction plans; make final recommendations for acceptance of subdivision plans; direct and participate in the formulation, preparation and implementation of long range engineering planning.
- Direct and participate in the preparation of complex engineering reports; conduct a variety of engineering related surveys and studies including traffic and flood control; maintain records and reports from past projects for future use.
- Review and approve plans, specifications, designs, and related documents, reports, and studies; direct, oversee, and coordinate the development and preparation of plans, specifications, and cost estimates for proposed public improvement projects.
- Direct and participate in the construction and inspection of field projects; establish project schedules; verify project status; ensure compliance with contract specifications and city, federal, and state codes.
- Ensure engineering functions and activities adhere to federal, state and local guidelines, laws and codes.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.



• Manage and supervise the city's storm water management program.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Coordinate and monitor vehicle maintenance for the Community Development Department.
- · Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

# REQUIRED KNOWLEDGE

- Principles and practices of civil engineering, including design and construction.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Modern and complex principles and practices of program development and administration.
- Principles of urban planning and zoning.
- · Principles of business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Recent developments, current literature, and sources of information regarding civil engineering.
- Principles and techniques of construction cost analysis and estimates.
- Principles and practices of project management.
- Advanced principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations including lowa Department of Transportation engineering specifications.

#### **ABILITY TO PERFORM**

• Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.



- Operate various types of office equipment including computers and engineering software.
- Handle complex problems and enforce necessary regulations professionally with respect, firmness, and tact.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Self-motivation and ability to work independently.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city and other government officials, community groups and the general public.

#### EXPERIENCE AND TRAINING GUIDELINES

## MINIMUM EXPERIENCE

Eight years of increasingly responsible professional civil engineering experience, including two years of administrative and supervisory responsibility.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of a valid Certificate of Registration as a Professional Engineer for the State of Iowa.



## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; Field environment with exposure to dust and inclement weather conditions; work on uneven surfaces; irregular work hours; work around heavy construction equipment; travel from site to site; work closely with others and independently.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, bending for prolonged periods of time; and frequent pushing, pulling, and reaching above the shoulder movements.



Prepared		Adopted	9/6/2017
FLSA Status	Exempt	Union Status	Non-Union
Department	Library	Pay Band	17
Job Title	Public Library Director	Job Code	704

Amended 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Perform professional duties and responsibilities under the general supervision of the Library Board of Trustees. Provides direction for the library board in identifying library goals and objectives and setting policies to meet patron and community needs.

As chief administrator, supervise the administrative team and staff in recommending and directing library policies and procedures to carry out these goals and objectives in order to maintain accreditation. Serve as liaison to the community, city government, and library leaders to increase community awareness of the library and to develop cooperative service programs.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Library Board of Trustees.

Exercises direct supervision over Senior Librarians, Technology Librarian, Librarians, and Library Assistants.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Work with the library board to identify and establish library service roles, goals, objectives, and vision, as well as the policies to carry these out.
- Direct the library's administrative team in carrying out library policies and establishing a service plan to fulfill the library's goals and objectives to meet the needs of the community.



- Lead staff in planning, directing, coordinating, and evaluating the library's vision and service plan, including collection management, programming, integrated library system, and other services.
- Supervise employees including personnel policies, hiring, training, evaluation, and dismissal.
- Create and administer the library's budget, including establishing budgeting priorities and parameters, recommending an annual budget to the board, and supervising expenditures.
- Work with patrons to resolve issues that have not been resolved at other levels.
- Work with Friends of the Library, city and county government, and community leaders to develop community-based library services and increase community awareness of the library.
- Represent the library by participating in and speaking at community organizations and meetings.
- Manage the community center/senior services section and be responsible for assigning staff to the community center facilities as deemed necessary.
- Continue professional growth by reading and writing professional literature, participating in library workshops and conferences, and chairing library and community meetings and programs on a local, regional, or national basis.
- Integrate innovative library trends and practices into local services.
- Seek alternative and expanded funding through grants, gifts, and other opportunities.
- Maintain knowledge of federal, state and local policies, laws and regulations pertaining to public library service.
- Attend meetings of the Library Board of Trustees and the Community Center/Senior Services Board.
- Perform other related duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive library services program.
- Principles and practices of library science, program development, administration, and implementation.
- Operational characteristics of library equipment and tools.
- Principles and practices of budget preparation and administration.



- Principles of supervision, training, and performance evaluation.
- Current trends in education and curriculum development.
- Library filing and tracking systems.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Automated library systems.
- Reference materials and procedures.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local taxation laws, codes and regulations.

## **ABILITY TO PERFORM**

- · Communicate effectively both orally and in writing.
- Communicate and form effective working relationships with the board, staff, community and civic leaders, volunteers, and the public.
- Use considerable independent judgment and exercise superior knowledge of library administration and organization.
- Utilize knowledge of trends in library service to provide for the ever-changing needs and wants of the community.
- Manage emergency situations affecting staff, patrons, or property.
- Work a flexible schedule, including some nights and weekends.



# **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Four to five years of library administrative experience reflecting steadily increasing responsibilities

#### MINIMUM EDUCATION OR FORMAL TRAINING

Master's Degree in Library Science (MLS) from an ALA-accredited institution, or current enrollment in a qualifying MLS/MLIS program to be completed within two years from date of hire.

# LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, Public Librarian certification in the state of Iowa.

# **WORKING CONDITIONS AND ENVIRONMENT**

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title

City Attorney

Job Code

370

Department

Finance and Business Operations

Pay Band

19

**FLSA Status** 

Exempt

**Union Status** 

Non-Union

Prepared

1/19/1995

**Adopted** 

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**Amended** 

6/12/1995, 6/23/2014, 7/1/2017, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Provide legal advice to the elected officials and city staff in matters related to operations, services, and activities of the municipality; draft city ordinances, resolutions, and other legislative documentation; review policies and procedures for compliance with legal requirements; and provide complex professional legal assistance to the Mayor, City Council, and Finance and Business Operations Director of the City of Cedar Falls.

## SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Finance and Business Operations.

This position has no direct supervisory responsibilities.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Act as legal advisor and counsel for the City of Cedar Falls and all officers of the city, including all boards and commissions as applicable; conduct legal research and provide legal opinions; advise city officials and staff concerning legality of operations, policies, procedures, and activities.
- Draft ordinances, resolutions, and other documents for review and action by the Mayor and City Council; draft other legal documents for city staff.
- Review and approve contracts with vendors, bidders, sellers, and all other outside entities
- Prepare opinions about questions of law regarding the interest of the city;



- Represent city in general litigation matters; prosecute or defend all suits and actions to be brought and pending in any court in the State of Iowa or United States; attend administrative hearings and other meetings to represent the city's position.
- Review legal periodicals and cases; attend classes and meetings to maintain proficiency; constantly update knowledge about state, federal, and local laws, statutes, and codes.
- Review actions and motions filed against city; prepare and present clear and concise staff reports and other necessary correspondence.
- Attend City Council meetings and provide legal advice and opinion during legislative, special, and executive sessions.
- Coordinate outside legal services when deemed appropriate.

#### OTHER DUTIES AND RESPONSIBILITIES

- Conduct special projects and research as assigned by the Finance and Business Operations
  Director or elected officials.
- Perform other duties as assigned.

# MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Modern and complex principles and practices of criminal, constitutional, municipal, personnel, labor relations, and contract law.
- Methods and techniques of legal research.
- Courtroom procedures.
- Principles of legal and business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.

#### ABILITY TO PERFORM

- Present statements of law and fact clearly and logically.
- Gain cooperation through discussion and persuasion.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.



- Communicate concisely and clearly both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EXPERIENCE AND TRAINING GUIDELINES**

# MINIMUM EXPERIENCE

Eight years of responsible experience in municipal or government law, including extensive legal research.

## MINIMUM EDUCATION OR FORMAL TRAINING

Juris Doctorate from an accredited law school.

## LICENSES/CERTIFICATIONS REQUIRED

Membership in good standing in the State Bar of Iowa.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; work closely with others.

## **PHYSICAL CONDITIONS**

Functions of this position require maintaining physical condition necessary for standing, sitting, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



Job Title Director of Community

Development

Job Code

502

Department

Community Development

Pay Band

20

**FLSA Status** 

Exempt

**Union Status** 

Non-Union

**Prepared** 

1/19/1995

Adopted

Amended

6/12/1995, 7/1/1998, 8/25/2003, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, direct, manage, and oversee the activities and operations of the Community Development Department, including the Engineering, Planning & Community Services, Inspections, and Water Reclamation divisions; coordinate assigned activities with other city departments and outside agencies; and provide highly responsible and complex administrative support to the City Administrator.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Planning & Community Services Manager, Inspection Services Manager, City Engineer, and Water Reclamation Manager.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assume full management responsibility for all Community Development Department activities, including the Engineering, Planning, Inspections, Community Services, and Water Reclamation divisions; oversee all economic development activities and negotiations; coordinate with Public Works to maintain and monitor operations of the Cedar Falls River dam; recommend and administer policies and procedures.
- Manage the development and implementation of Community Development Department goals, objectives, policies, and priorities for each assigned service area; consult with the City



Administrator, Mayor, City Council, and other city officials in the development of overall policies and procedures to govern the activities of the department.

- Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the
  efficiency and effectiveness of service delivery methods and procedures; allocate resources
  accordingly.
- Plan, direct, and coordinate, through subordinate level managers, the Community Development Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Select, train, motivate, and evaluate Community Development Department personnel; provide direction to the department's managerial staff; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and coordinate the development and administration of the Community Development
  Department budget; approve the forecast of funds needed for staffing, equipment, materials, and
  supplies; approve expenditures and implement budgetary adjustments as appropriate and
  necessary.
- Participate in the development and administration of the city's Capital Improvement Program;
   prepare economic analyses, including cost estimates, and recommend sources of funding for the Community Development Department's capital projects.
- Review grant applications; actively identify and pursue additional sources of funding for the department's programs; develop financing alternatives.
- Oversee economic development programs for the city; contact and market the city to outside agencies and enterprises.
- Explain, justify, and defend Community Development Department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Represent the Community Development Department and act as a liaison to other city departments, elected officials and outside agencies; coordinate activities with those of other departments and outside agencies including but not limited to: Iowa Department of Transportation, Economic Development Administration, Federal Highway Administration, Iowa Northland Regional Council of Governments, Cedar Valley Partnership, Black Hawk County, and the Federal Environmental Protection Agency.
- Provide staff assistance to and plan and coordinate department activities with the City
  Administrator, Mayor, and City Council; participate on a variety of boards, commissions, and
  committees; prepare and present staff reports and other necessary correspondence.



#### OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council meetings.
- Participate in and complete special projects for the city.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of engineering, inspections, planning, community development, and water reclamation.
- Participate in the work of subordinate staff; assist in creating economic development programs;
   review plans and specifications for engineering projects.
- Oversee code enforcement and housing/block grant programs.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of comprehensive engineering, planning, building inspection, community services, and water reclamation programs.
- Modern and complex principles and practices of public sector management.
- Organizational and management principles and practices as applied to the development, administration, analysis, and evaluation of programs, policies, and operational needs.
- Methods and techniques of effective grant application and proposal preparation.
- Advanced principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Management skills to analyze programs, policies, and operational needs.
- Pertinent federal, state, and local laws, codes, and regulations.

#### **ABILITY TO PERFORM**

- Delegate authority and responsibility.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.



- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including city officials, employees, business leaders, civic groups, and the general public.
- Respond professionally to citizens and the public as situations arise.

#### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in civil engineering, urban planning, community development, inspection services, or water reclamation, including at least three years of administrative and supervisory experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in civil engineering, urban planning, public works administration, public administration, business administration, economics, or related field. Master's degree preferred.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

#### WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

# PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; occasional kneeling and bending during work activities; general manual dexterity required for typing for prolonged periods of time.



Job Title

Director of Finance & Business Operations

Job Code

501

Department

Finance and Business Operations

Pay Band

20

**FLSA Status** 

Exempt

**Union Status** 

Non-Union

**Prepared** 

1/19/1995

Adopted

**Amended** 

7/1/1998, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, direct, manage and oversee the activities and operations of the Finance & Business Operations Department including personnel, finance, information systems management services, legal services, public records, cable television, and community center; serve as liaison to the library; coordinate assigned activities with other city departments and outside agencies; serve as the City's Chief Financial Officer (CFO); provide highly responsible and complex administrative support to the City Administrator.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Controller/City Treasurer, City Clerk, Information Systems Manager, and City Attorney. Provides administrative direction to the Library Director.

## **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assume full management responsibility for all Finance & Business Operations Department services and activities, including personnel, financial, information systems management services, legal services, cable television, public records management, print shop, and community center; serve as liaison to the library; provide professional assistance to the City Administrator, Mayor and City Council and coordinate the disposition of all legislative matters; serve as the City's Chief Financial Officer (CFO); recommend and administer policies and procedures.
- Manage the development and implementation of the Finance & Business Operations Department goals, objectives, policies, and priorities for each assigned service area; establish, within city



policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

- Plan, direct, and coordinate, through subordinate level personnel, the work plan for each of the
  divisions within the Finance & Business Operations Department; assign projects and
  programmatic areas of responsibility; review and evaluate work methods and procedures; meet
  with department staff to identify and resolve problems.
- Review and oversee significant projects and issues related to the personnel, financial, information systems, legal services, public records management, cable television, print shop, and community center functions for the city; serve as liaison to the library; work with division management staff to determine the best course of action for each division.
- Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Coordinate the goal setting, audit, and budget development process for the organization; assist
  the City Administrator, Mayor, and City Council in establishing policies and procedures related to
  developing and administering the budget and setting goals and objectives; present the budget to
  the City Council; direct the debt and cash management processes for the city; manage the capital
  improvements program.
- Oversee and coordinate the development of the department budget; confer with division management and supervisory staff to project funding and expenditure levels and resource needs.
- Develop and coordinate the implementation of administrative policies and procedures which
  ensure that all legislative actions prescribed by the City Administrator, Mayor, and City Council
  are completed by the appropriate department.
- Select, train, motivate, and evaluate department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct and oversee the preparation of department reports; oversee the maintenance of departmental and city records and files.
- Ensure compliance with city policies, procedures, and regulations pertaining to all divisions within the Finance & Business Operations Department.
- Explain, justify, and defend all department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Provide staff assistance to the City Administrator, Mayor, and City Council; participate on a
  variety of boards, commissions, and committees; prepare and present staff reports and other
  necessary correspondence; undertake special projects as assigned by the City Administrator or
  Mayor.
- Represent and act as the city's liaison to a variety of local, state, and federal agencies, board and commissions, including the Sartori Hospital, library, Community Center, Health Trust, Cedar Falls Utilities, IRS, State Auditor, Attorney General, and others.



- Direct and oversee organizational personnel issues and policies, including the collective bargaining process, grievances, labor disputes, and others.
- Oversee the activities of the city legal staff; assist in the formulation of legal strategies.
- Direct the city's risk management process; oversee the administration of the city's personnel benefits program.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of personnel, finance, information systems management, public records, cable television, print shop operations, library, and community center services.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Attend City Council meetings.
- Perform other duties as assigned.

#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services, and activities of comprehensive personnel management programs.
- Operations, services, and activities of municipal financial management programs.
- Operations, services, and activities of public record management.
- Municipal legal policies, procedures, and requirements within the state of lowa.
- Management skills to analyze programs, policies, and operational needs.
- Information systems technology and data processing programs and services.
- Cable television programs and services.
- Library and Community Center programs and services.
- Principles and practices of program development and administration.
- Principles of personnel classification, compensation, and performance management.
- Principles and practices of municipal budget preparation and administration.



- Principles and procedures of risk management.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of recording minutes for public meetings.
- Administrative and legal policies and procedures for documentation of ordinances, resolutions, and other documents.

#### **ABILITY TO PERFORM**

- Delegate authority and responsibility.
- Prepare and present clear and concise administrative reports pertaining to departmental activities and planning.
- Prepare and administer a departmental budget.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.



#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in municipal administration, personnel management, fiscal management, accounting, or a related field including at least three years of administrative and supervisory responsibility.

# MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in finance, accounting, personnel, business or public administration, or a related field. Master's degree is preferred.

#### LICENSES/CERTIFICATIONS REQUIRED

Certified Public Accountant (CPA) certification preferred. Ability to obtain Government Finance Officers Association (GFOA) certification.

## WORKING CONDITIONS AND ENVIRONMENT

#### **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; occasional squatting, crouching, kneeling, and bending; general manual dexterity required for typing for prolonged periods of time.



Job Title	Director of Municipal Operations & Programs	Job Code	503
Department	Municipal Operations and Programs	Pay Band	20

FLSA Status Exempt Union Status Non-Union

Prepared 1/19/1995 Adopted

**Amended** 6/12/1995, 8/25/2003, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, direct, manage, and oversee the activities and operations of the Municipal Operations & Programs Department, including public works, parks maintenance and development, golf course maintenance and operations, cemetery operations, recreation programs and services, visitors and tourism, and cultural services; coordinate assigned activities with other city departments and outside agencies, organizations, and the general public; provide highly responsible and complex administrative support to the City Administrator.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Public Works & Parks Manager, Recreation & Community Programs Manager, and Visitors & Tourism/Cultural Programs Manager.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assume full management responsibility for all Municipal Operations & Programs Department services and activities; develop and administer policies and procedures.
- Manage the development and implementation of the Municipal Operations & Programs Department goals, objectives, policies, and priorities for each assigned service area; establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.



- Plan, direct, and coordinate, through subordinate level personnel, the Municipal Operations & Programs Department's work plan; meet with supervisory staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Oversee and participate in the development and administration of the Municipal Operations & Programs Department budget; direct the forecast of funds needed for staffing, equipment, materials, and supplies; direct, monitor and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.
- Select, motivate, train and evaluate Municipal Operations & Programs Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Represent the Municipal Operations & Programs Department to other city departments, elected officials, outside agencies, and the general public; explain, justify and defend programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues; present programs and market department's services and activities.
- Provide staff assistance to the City Administrator, Mayor, and City Council; prepare and present staff reports and other necessary correspondence; provide staff support to assigned boards and commissions; attend a variety of meetings including the Park & Recreation Commission meetings and Art and Culture and Visitor's & Tourism Board meetings.
- Answer questions and provide information to the general public; respond to and resolve difficult
  and sensitive citizen inquiries and complaints.
- Direct the development of long and short range planning; oversee development of facilities, programs and services as appropriate; evaluate the effectiveness of department programs and activities, and revise policies and resource allocations as necessary.
- Represent and act as City's liaison to a variety of local, state, and federal agencies.

#### OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council meetings.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in fields related to department's range of services and operations.
- Participate in the work of subordinate staff; review program and facility budgets; work on the development of programs and exhibits.
- Perform other duties as assigned.



#### MINIMUM SKILLS AND QUALIFICATIONS

## REQUIRED KNOWLEDGE

- Operations, services, and activities of a comprehensive human and leisure services and public works program.
- Management skills to analyze programs, policies, and operational needs.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, development, and performance evaluation.
- Operations and maintenance procedures of public properties and cemeteries.
- Construction techniques involving streets and roads, drainage systems, and flood control.
- Principles and procedures of facility and fleet maintenance.
- Principles and procedures of refuse collection, recycling, and traffic signals and signage.
- Personnel management procedures and techniques.
- Recent developments, current literature and sources of information related to public works, park, recreation, visitors and tourism, and cultural services planning and administration.
- Principles and practices of public works, cultural and recreation program administration, and parks maintenance management.
- Pertinent federal, state, and local laws, codes and regulations.

#### ABILITY TO PERFORM

- Prepare and administer large and complex budgets.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including city and other government officials, community groups, the general public and media representatives.



# **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Eight years of increasingly responsible experience in human and leisure services or public works program development and implementation, including at least three years of administrative and supervisory responsibility.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in parks and recreation, fine arts, public works administration, public administration, business administration or a related field. Master's degree preferred.

## LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

#### WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office/field environment; work closely with others; work alone; irregular work hours; may occasionally be exposed to loud noises (>85dB), adverse and extreme weather conditions, working near moving equipment or vehicles, hazardous or toxic fumes, odors, or chemicals; may be exposed to contagious herbage diseases including poison oak.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for standing, walking, and sitting for prolonged periods of time.



Job TitleDirector of Public Safety ServicesJob Code504DepartmentPublic Safety ServicesPay Band20

FLSA Status Exempt Union Status Non-Union

Prepared 1/19/1995 Adopted

**Amended** 6/12/1995, 7/1/1998, 6/23/2014, 12/17/2018

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Plan, direct, manage, and oversee the activities and operations of the Public Safety Services Department, including the police and fire divisions; may serve either as the City's Police or Fire Chief, per the Code of Iowa; coordinate assigned activities with other city departments and outside agencies; provide highly responsible and complex administrative support to the City Administrator.

#### SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Administrator and policy direction from the City Council and Mayor.

Exercises direct supervision over the Assistant Directors of Public Safety and all public safety personnel.

#### **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assume full management responsibility for all Public Safety Services Department services and
  activities, including police and fire divisions; may serve as the City's Police or Fire Chief per the
  Code of Iowa; recommend and administer policies and procedures; develop, administer, and
  manage new police and fire internal and external operating programs.
- Manage the development and implementation of Public Safety Services Department goals, objectives, policies, and priorities for each assigned service area; consult with the City Administrator, Mayor, City Council, and other city officials in the development of overall policies and procedures to govern the activities of the department; establish policies to minimize high risk liability situations associated with public safety activities.



- Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the
  efficiency and effectiveness of service delivery methods and procedures; allocate resources
  accordingly.
- Plan, direct, and coordinate, through subordinate level managers, the Public Safety Services
  Department's work plan; assign projects and programmatic areas of responsibility; review and
  evaluate work methods and procedures; meet with management staff to identity and resolve
  problems.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Select, train, motivate, and evaluate Public Safety Services Department personnel; provide direction to the Assistant Directors of Public Safety; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Manage and participate in the development and administration of the Public Safety Services
  Department budget; direct the forecast of funds needed for staffing, equipment, materials, and
  supplies; direct the monitoring of and approve expenditures; direct the preparation of and
  implement budgetary adjustments as necessary.
- Coordinate Public Safety Services Department activities with those of other departments and
  outside agencies and organizations; provide staff assistance to the City Administrator, Mayor, and
  City Council by responding to their directives and inquiries; prepare and present staff reports and
  other necessary correspondence, including a variety of contracts for services and revised city
  ordinances for Council approval.
- Assist in the preparation and resolution of issues regarding police and fire division collective bargaining; direct management team in labor/management committee meetings.
- Supervise and manage the operations of department programs; prepare and coordinate disaster operations planning.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints; confer with citizens and city officials on public safety problems; assist in the development of innovative public safety policies.
- Represent and act as city's liaison to a variety of local, state and federal agencies, boards, and commissions.

## OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of Public Safety.
- Perform other duties as assigned.

## MINIMUM SKILLS AND QUALIFICATIONS



#### REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of a comprehensive municipal public safety program.
- Principles and procedures of modern fire and police management and administration.
- Collective bargaining principles and practices.
- Procedures and techniques of emergency services and disaster control.
- Organization and management practices as applied to the analysis and evaluation of programs, policies, and operational needs of police and fire services.
- Modern and complex principles and practices of program development and administration.
- Advanced principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes and regulations.

# **ABILITY TO PERFORM**

- Act quickly and calmly in emergencies.
- Mediate disputes to a successful conclusion.
- Prepare and administer large and complex budgets.
- Complex mathematical computations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods, procedures, techniques, and trends.
- Prepare clear and concise administrative and financial reports.
- Interpret and apply federal, state and local policies, procedures, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



Follow all safety rules and regulations of the department to which assigned.

## **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Eight years of increasingly responsible public safety management experience including at least three years of supervisory experience.

## MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university. Master's degree preferred.

Graduation from the FBI National Academy or National Fire Academy Executive Fire Officer Program or equivalent institute preferred.

## LICENSES/CERTIFICATIONS REQUIRED

State of Iowa driver's license required.

Possession of, or ability to obtain, Firefighter I certification.

Possession of, or ability to obtain National Crime Information Center (NCIC) certification.

Possession of, or ability to obtain Firearms certification.

Possession of, or ability to obtain certification as a police officer or reserve officer with the state of lowa.

## WORKING CONDITIONS AND ENVIRONMENT

## **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers.

**Field Environment**: May be exposed to emergency or disaster situations, loud noise (>85dB), extreme temperatures, outdoor weather conditions, hazardous fumes and chemicals, close proximity to moving equipment and traffic, working alongside moving traffic on roads, and electrical hazards.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; carrying or lifting items up to 40 pounds; general manual dexterity.



**Prepared** 

# JOB CLASSIFICATION

Adopted

06/23/2014

Job litle	City Administrator	Job Code	510
Department	Administration	Pay Band	

**Union Status** Non-Union **FLSA Status** Exempt

April 2014 12/17/2018 Amended

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### POSITION DEFINITION

Under the administrative direction of the Mayor and City Council, the City Administrator shall be responsible for the efficient administration of all City affairs, including management and oversight of all City departments and functions, direct supervision of the City Administrator's office and coordination of special projects. The City Administrator shall plan, direct, coordinate and manage, through appointed department heads, the various services, activities and policies set forth by the Mayor and City Council in accordance with the City's Municipal Code.

#### SUPERVISION RECEIVED AND EXERCISED

Appointed by and receives administrative direction from the Mayor and City Council.

Exercises direct supervision over appointed Department Directors.

# **EXAMPLES OF RESPONSIBILITIES AND DUTIES**

Important responsibilities and duties may include, but are not limited to, the following:

# ESSENTIAL DUTIES AND RESPONSIBILITIES

Directs and manages the operations of the City: provides direction to all City functions falling under the authority of the City Council; supervises all subordinate department heads and administrative staff; hires, trains, evaluates performance, transfers, promotes, reclassifies, pay, and disciplines senior management personnel and oversees this process for all City employees through subordinate managers in accordance with Civil Service and other applicable local, state and federal regulations; review and comment on personnel actions made by department Directors to the Mayor and City Council; establishes policies and procedures for the overall City functions; oversees and participates in the resolution of inquiries and complaints from the public and other



organizations; and establishes, monitors and evaluates progress towards goals and objectives of the administration.

- Serves as a liaison between City staff, the Mayor, and the City Council: attends all meetings of the City Council; briefs Council Members on pending agenda items and other City issues; responds to inquiries and provides Council Members with information on the status of City operations and projects; provides analysis as needed to assist the Council to make informed policy decisions; prepares meeting agendas; perform duties and have direct authority on all matters delegated by Council action; implement partnerships endorsed by the Mayor and City Council that develops good public policy and the building of a sense of community; and provides administrative and staff support services to the Mayor and Council Members as needed.
- Assists Council committees in the execution of their reviews, investigations, reports and
  assignments, and perform in compliance with their directives; provided, same is not in conflict
  with established procedure governed by this job classification or not in conflict with existing City
  ordinances.
- Performs financial and managerial analyses for the Mayor and City Council pertaining to City operations and programs under consideration: gathers information relevant to topic; evaluates data and makes recommendations based on findings; prepares reports; and makes presentations to the City Council and other interested parties.
- Oversees operations of all City departments: serves as a liaison between the Mayor and Council
  and department heads, keeping the Mayor and Council apprised on departmental activities;
  assists departments with resolution of problems requiring the attention of City management;
  monitors and evaluates progress of departments towards the goals and objectives of the
  administration.
- Facilitates problem solving at all levels in the organization: works with department heads and senior management to ensure effective coordination and cooperation among departments; coordinates the continuous review of interdepartmental processes for quality control and improvement; responds to inquiries from the public regarding issues unresolved at the departmental level.
- Facilitates internal and external communication throughout all levels of the organization: conducts
  meetings with department heads and key management staff; focuses individual departmental
  efforts on the overall goals and objectives of the City; serves as a liaison between the Mayor and
  City Council and staff; and responsible for the maintenance of accurate and current records of all
  affairs of the departments in a form acceptable by the Mayor and City Council and available for
  public inspection.
- Responsible for the presentation and administration of the annual budget and capital
  improvements; prepares departmental budget for the Administrative Office; reviews departmental
  budget requests from all City functions for inclusion in the administrative recommendation to the
  City Council; coordinates the scheduling of budget meetings; and ensures compliance with all
  legal and procedural requirements.
- Coordinates special projects for the City, including the planning, design, implementation, and evaluation of construction/renovation projects, management studies, introduction of new



programs, and various professional services: defines the scope of the project; identifies and ensures proper allocation of financial, material, and human resources committed to the project; formulates solutions and resolves problems; facilitates implementation of the project; and provides administrative support to the project as needed.

- Oversees professional contractors and/or consultants providing services for City projects:
   participates in the evaluation and selection of contractors/consultants, including bidding
   requirements as required by law or as directed by the Mayor or City Council; interfaces with and
   monitors the contractors/consultants to ensure timely and quality completion of project; facilitates
   cooperation with the project throughout the organization; and provides information and support as
   needed.
- Assists the Mayor and City Council with strategic and long-range planning for the City:
  participates in planning efforts at the local and regional level; keeps City Council apprised of
  developments at the state and federal level that impact the City; monitors pending legislation for
  impact on the City; oversee compliance with new legislation, enforce all laws and ordinances of
  the City, and ensure that all contracts, permits, and privileges granted by the City are faithfully
  observed.
- Represents the Mayor, City Council, and the City at various meetings, functions, and events: serves as a liaison to various civic or governmental organizations and committees, taskforces, boards, and commissions; confers regularly with officials from the municipalities, school board, authorities, and commissions; provides information about City operations; participates in discussions and decisions; and keeps the City Council apprised of activities.
- Oversees administrative and legal functions: purchasing; contracts and agreements, including labor negotiations and agreements; administrative, personnel and risk management policies and procedures and claim resolution; adoption of ordinances and resolutions deemed necessary and appropriate for the best interest of the City; and legal representation and prosecution of all Code violations and all others as directed by City Council.
- Maintains an accounting of all obligations, agreements, commitments, and contractual franchises involving the City and report to the Mayor and City Council any deviations from the exact terms as specified.
- Have authority to employ any person for emergency purposes as deemed necessary for the
  welfare of the City, but in no case shall said employment be extended after the first Council
  meeting following the date of employment, unless otherwise approved by vote of the Council.
- Submit to the Mayor and City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- Encourage and provide staff support for regional and intergovernmental cooperation.
- Cooperate with, and give assistance requested by Sartori Hospital, the Board of Trustees of the Cedar Falls Public Library and Cedar Falls Utilities, or any other administrative agency, board, commission, or committee of the City.
- Coordinate city's public relations program.



## OTHER DUTIES AND RESPONSIBILITIES

- Attend City Council meetings.
- Perform such other duties as specified by city code, state statue or may be required by the City Council.

## MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of comprehensive personnel management programs.
- Operations, services, and activities of municipal financial management programs.
- Operations, services, and activities of public record management.
- Municipal legal policies, procedures, and requirements within the state of lowa.
- Management skills to analyze programs, policies, and operational needs.
- Information systems technology and data processing programs and services.
- Principles and practices of program development and administration.
- Principles of personnel classification, compensation, and performance management.
- Principles and practices of municipal budget preparation and administration.
- Principles and procedures of risk management.
- Modern office procedures, methods, and computer equipment.
- Principles of business letter writing and report preparation.
- Principles of supervision, training, and performance evaluation.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of recording minutes for public meetings.
- Administrative and legal policies and procedures for documentation of ordinances, resolutions, and other documents.



## **ABILITY TO PERFORM**

- Plan, organize, direct, and coordinate the work of lower level staff.
- Delegate authority and responsibility.
- Direct the operations, services, and activities of all City departments.
- Prepare and present clear and concise administrative reports pertaining to departmental activities and planning.
- Select, supervise, train and evaluate Department Directors and other staff as applicable.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Identify and respond to community and City Council issues, concerns, and needs.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the department to which assigned.

#### **EXPERIENCE AND TRAINING GUIDELINES**

## MINIMUM EXPERIENCE

Ten years of increasingly responsible experience in municipal administration including at least five years of municipal administrative and supervisory responsibility.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in urban planning, civil engineering, public administration, business administration, economics, or a related field.

Master's degree is preferred.



## WORKING CONDITIONS AND ENVIRONMENT

# **ENVIRONMENTAL CONDITIONS**

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; irregular work hours.

# PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; observing and reviewing the work of others, light to moderate lifting; general manual dexterity required.

#### **DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS**



## CITY OF CEDAR FALLS, IOWA

220 CLAY STREET CEDAR FALLS, IOWA 50613 PHONE 319-273-8600 FAX 319-268-5126

www.cedarfalls.com

MEMORANDUM

TO: Mayor James P. Brown and City Council

FROM: Mark Ripplinger, Director of Municipal Operations & Programs

DATE: December 12, 2018

**SUBJECT:** Lease approval – Flood buyout properties

Residents often express an interest in leasing the vacant parcels of land which are part of a periodic flood buyout program, for additional open green space adjacent to their property or to plant gardens. In the past there were only a few parcels that were desirable. However, after the 2008 flood event removed numerous structures in established neighborhoods, interest in leasing grew.

Attached to this cover memo are leases requiring approval from the City Council. The individuals who signed the leases provided the City with the necessary liability insurance coverage in order to utilize the property.

MOP and the Park Division Staff believe the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Department of Municipal Operations & Programs recommends that the City Council approve these leases. Let me know if you have any questions or comments.

# CITY OF CEDAR FALLS LEASE

PARCEL NO.	8914-02-402-003		
LEASE NO.	PK-2018-013	COUNTY:	Black Hawk
by and between purpose of this Iowa 50613, and of this lease50613 .	EASE, made and entered into the CITY OF CEDAR FALLS, IO lease, is c/o Cedar Falls Recreated Ron Arends (is 1510 Cottage Row Roadies agree as follows:	WA ("Landlord"), who on Center, 110 E. 13 <sup>th</sup> ("Tenant"), whose addr	ose address, for the Street, Cedar Falls, ress for the purpose
	MISES AND TERM. Landlin Black Hawk County, Iowa:	ord leases to Tenant	the following real
A PT WHICH IS TO N LINE OF S SAID LOT 36 TH	ES PLAT NO 6 CEDAR FALLS PA 160 FT WLY OF NE COR SAID LO 3 150 FT SAID LOT 36 TH W ALC I N ALONG SAID E LINE TO NEL PL OF BEG & EASE	OT 36 TH S & PAR TO E	E LINE SAID LOT 36 LINE OF W 300 FT
Iowa 50613 (hof Januar	which is locally known as nereinafter the "Premises"), for my , 20 19 , and ending on the condition that Tenant perform	r a term beginning of	December,
2. <b>REN</b> \$1.00, in advan	T. Tenant agrees to pay Landle.	ord as rent for the Lea	se term the sum of
	as shall be paid at the address lesignate in writing.	of Landlord, or at s	uch other place as
	SESSION. Tenant shall be ent I shall yield possession to Landlo		
commercial ve residential pro- buildings, hard or stored on the vegetable or flo the sole risk of	Tenant shall use the Premises getable and flower gardens of perties in the neighborhood of surfacing, driveways, sidewalks Premises. Tools and equipment ower garden use may be temporary to the Premises except when	a scale similar to the f the Premises. No s or vehicles shall be at consistent with privationarily placed and used s shall be parked on or	ose existing in the structures, fences, constructed, placed te, non-commercial on the Premises at r otherwise used in

maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

## 5. CARE AND MAINTENANCE.

- (a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.
- (b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.
- 6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.
- 7. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.
- 8. **INSURANCE.** LIABILITY INSURANCE. Tenant shall show proof **CERTIFICATE OF INSURANCE** of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.
- 9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

## 10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

#### **EVENTS OF DEFAULT**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

#### **REMEDIES**

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
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Return Both Copies Signed to:

Cedar Falls Recreation Center Attn: Peggee Frost 110 E. 13<sup>th</sup> Street Cedar Falls, IA 50613

12. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

#### 13. ADDITIONAL PROVISIONS.

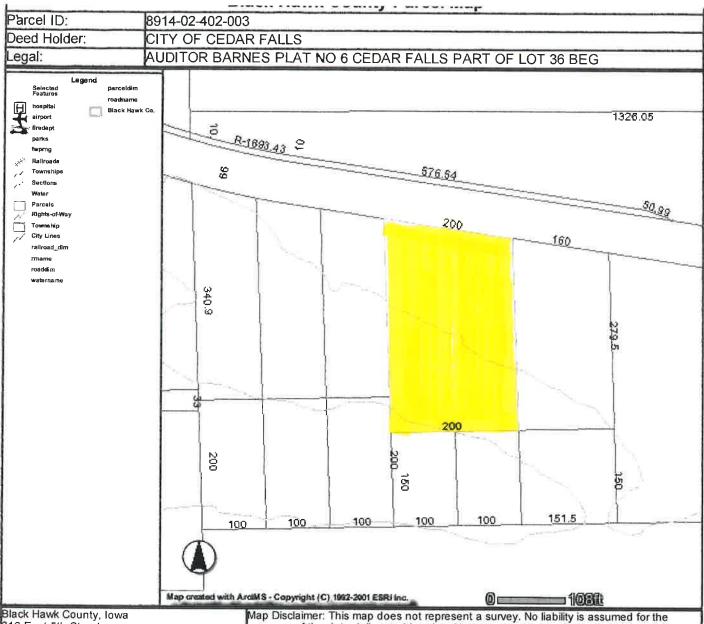
- (a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.
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added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

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- 14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.
- 15. **PROPERTY MANAGER.** The City Director of Municipal Operations & Programs, or his or her designee, is authorized to manage the Premises covered by this Lease.
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## CITY OF CEDAR FALLS, IOWA LANDLORD

By:	
James Brown, Mayor	Date
Attest:	
Jacque Danielsen, CMC, City Clerk	Date
TENANT	
By:	
Signature Signature	Z DEC 18
Print Name	
1810 COTTAGE ROW C	EDAR FALLER, 1A



Black Hawk County, Iowa 316 East 5th Street Waterloo, Iowa 50703-4774 Phone: (319) 833-3002 Fax: (319) 833-3070 E-mail: auditor@co.black-hawk.ia.us.org

wap Disclaimer. This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



INSURED RON ARENDS

Page 1

26354 (05-94)

01-24-2018

Issued

Policyholder since 2011 **UMBRELLA POLICY DECLARATIONS** 

INSURANCE COMPANY 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

PEDERSEN DOWIE CLABBY & MCCAUSLAND INS

07-0810-00

KAREN ARENDS

ADDRESS 1510 COTTAGE ROW RD

MKT TERR 032

(319) 234-8888

Renewal Effective

03-01-2018

**POLICY NUMBER** 

48-735-685-03

Company Use

39-20-IA-1103

Company Bill

**POLICY TERM** 12:01 a.m.

12:01 a.m.

03-01-2018 03-01-2019

CEDAR FALLS IA 50613-6833

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**EXECUTIVE** 

SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

**LIMIT OF LIABILITY:** 

\$ 1,000,000 Each Occurrence

UNINSURED/UNDERINSURED MOTORIST LIMIT OF LIABILITY

\$1,000,000 - SD

PREMISES LOCATION:

1510 COTTAGE ROWRD CEDAR FALLS IA 50613-6833

**RATING INFORMATION:** 

Territory 022 Black Hawk County, IA

FORMS THAT APPLY TO ENTIRE POLICY:

(02 - 86)26265 (05-12)(11 - 92)59154 26029 (05-00)26083 (05-12)26334 (02 - 82)26348 (06-07)26474 (09-02)26254 (03 - 06)26331 (09-91)26043

66006 (05-12)

**PREMIUM** BASE UMBRELLA PREMIUM \$238.00

ADDITIONAL CHARGES

Discount(s)

Number of Private Passenger Automobiles/ Motorhomes/Motorcycles (over 1) 5

117.00

Uninsured/Underinsured Motorist Coverage - SD

286.00-

214.00

DISCOUNT APPLIES FOR AFFILIATION WITH:

Mature Discount Applies.

Umbrella/Home Multi-Policy Discount applies. Umbrella/Auto Multi-Policy Discount applies.

MATURE INSURED GROUP

TOTAL POLICY PREMIUM

\$283.00

TERM



#### CITY OF CEDAR FALLS LEASE

PARCEL NO.	8914-01-128-001		
LEASE NO.	PK-2018-018	COUNTY:	Black Hawk
by and between purpose of this Iowa 50613, ar	EASE, made and entered into this _ CITY OF CEDAR FALLS, IOWA lease, is c/o Cedar Falls Recreation C and <u>Leah Creswell</u> ("Tenant"), whose w Street, Cedar Falls, IA 50613.	("Landlord"), w Center, 110 E. 13	hose address, for the the Street, Cedar Falls,

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

#### CEDAR ACRES ADDITION LOT 12

the address of which is locally known as <u>8914-01-128-001</u> Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the <u>1</u><sup>st</sup> day of <u>January</u>, 20<u>19</u>, and ending on the <u>31</u><sup>st</sup> day of <u>December</u>, 20<u>21</u>, upon the condition that Tenant performs as provided in this Lease.

2. **RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

- 3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.
- 4. USE. Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

#### 5. CARE AND MAINTENANCE.

- (a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.
- (b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.
- 6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.
- 7. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.
- 8. **INSURANCE.** LIABILITY INSURANCE. Tenant shall show proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.
- 9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

#### 10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

#### **EVENTS OF DEFAULT**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

#### NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

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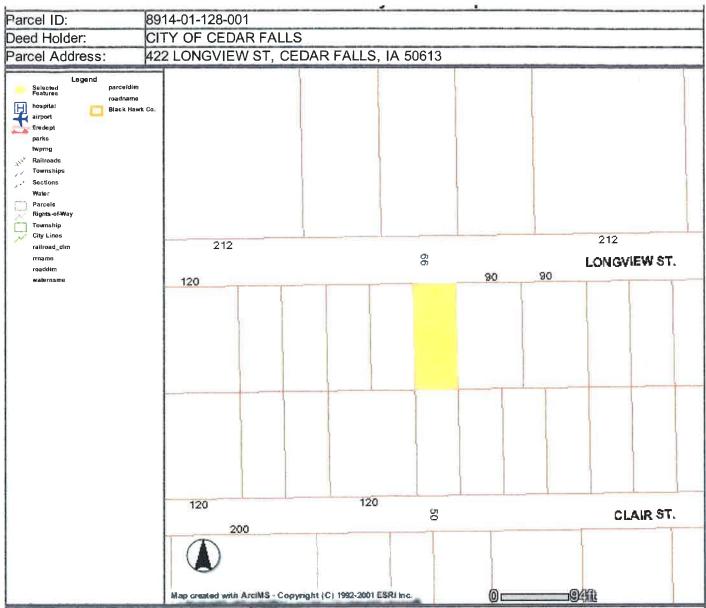
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# CITY OF CEDAR FALLS, IOWA LANDLORD

Address

By:	
James Brown, Mayor	Date
Attest:	
Jacque Danielsen, CMC, City Clerk	Date
TENANT	
By:  Llah Cubull Signature  Llah Credull	Date   26/18
Print Name  4 20 Language St.	Cedar Falls, 1A Sall?



Black Hawk County, Iowa 316 East 5th Street Waterloo, Iowa 50703-4774 Phone: (319) 833-3002 Fax: (319) 833-3070

E-mail: auditor@co.black-hawk.ia.us.org

Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



#### THE FARMERS AUTOMOBILE INSURANCE ASSOCIATION 2505 COURT STREET, PEKIN, IL 61558-0001

#### HOMEOWNERS POLICY RENEWAL DECLARATIONS V.I.P. POLICY

POLICY INFORMATION AGENT INFORMATION INSURED INFORMATION POLICY NUMBER: EH0068555 TJERNAGEL INSURANCE CRESWELL, LEAH POLICY PERIOD: 10/26/18 TO 10/26/19 12:01 AM STANDARD TIME 2920 FALLS AVE 428 LONGVIEW ST CEDAR FALLS IA 50613-1334 WATERLOO, IA 50701-TERM: ANNUAL ACCT NUMBER: 00000000 DIRECT BILL PHONE: (319) 235-6719 PHONE: (319) 830-2034 AGENCY NUMBER: 00-02012-0L0 PROPERTY INFORMATION LOCATION OF RESIDENCE PREMISES: 428 LONGVIEW ST, CEDAR FALLS, IA 50613-1334 **DISCOUNTS DEDUCTIBLE** RATING INFORMATION TYPE YEAR ACV NUMBER PROTECTION SECTION I ΟF OF ROOF AUTO/HOM ZONE/CBG CLASS DEDUCTIBLE CONST CONST **FAMILIES** \$1,000 ALUMINUM 1955 INCL INCL 190130026044018 15% (WIND/HAIL 03 SIDING \$1,000) COVERAGE IS PROVIDED ONLY WHERE A PREMIUM OR A LIMIT OF LIABILITY IS SHOWN. SECTION II - LIABILITY COVERAGES SECTION I - PROPERTY COVERAGES PERSONAL MED. PAYMENTS TO OTHERS (Each Person) LOSS OF USE BASIC OTHER PERSONAL LIABILITY PREMIUM STRUCTURES **DWELLING** PROPERTY (Each Occurrence) (Coverage D) (Coverage E) (Coverage F) (Coverage C) (Coverage B) (Coverage A) \$1,000 \$525.00 \$13,500 \$67,500 \$40,500 \$500,000 \$135,000 POLICY FORMS AND ENDORSEMENTS ADDITIONAL FORM OR PREMIUM NAME ENDORSEMENT NUMBER ACV LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING HO0493 10-00 HOMEOWNERS 3 - SPECIAL FORM HO0003 10-00 3107 6-15 V.I.P. HOMEOWNER MAILING PAGE POLICY AMENDMENT - FARMERS AUTOMOBILE INSURANCE ASSOC HO-714 12 - 086-08 SPECIAL PROVISIONS - IOWA HO0114 LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE HO-504 2-12 HOME DAY CARE EXCLUSION CLARIFICATION HO0496 10-00 CONTINGENT WORKERS COMPENSATION COVERAGE 9-07 1759 \$12.00 COVERAGE E ADJUSTMENT TOTAL PREMIUM \$537.00 516 AGENT'S COPY

ADDITIONAL INTEREST INFORMATION							
NAME & ADDRESS	LOAN NUMBER	INTEREST	ESCROW				
TOWA BANKERS MORTGAGE CORP ISAOA PO BOX 950 JOHNSTON, IA 50131	3292416	MORTGAGEE	YES				

#### ADDITIONAL POLICY INFORMATION

YOUR HOME DOES NOT HAVE A WOODBURNING STOVE OR FREE STANDING FIREPLACE. IF THIS IS INCORRECT, PLEASE CALL YOUR AGENT. FAILURE TO NOTIFY PEKIN INSURANCE OF A WOODBURNING STOVE OR FREE STANDING FIREPLACE WILL PREVENT ANY RECOVERY IN THE EVENT OF A FIRE THAT RESULTS FROM A WOODBURNING STOVE OR FREE STANDING FIREPLACE.

YOUR POLICY IS CURRENTLY BEING RATED AS IF YOUR ROOF IS COMPOSITION OR ASPHALT SHINGLES AND WAS PUT ON IN 1999. IF THIS IS INCORRECT, PLEASE CONTACT YOUR AGENT.

THIS POLICY DOES NOT PROVIDE COVERAGE FOR FLOOD. IF YOU ARE IN A FLOOD ZONE AND NEED COVERAGE PLEASE CONTACT YOUR AGENT.

#### CITY OF CEDAR FALLS LEASE

PARCEL NO.	8914-01-128-014 & 8914-01-128-0	013	
LEASE NO.	PK-2018-019	COUNTY:	Black Hawk
by and between purpose of this Iowa 50613, ar	EASE, made and entered into this _ CITY OF CEDAR FALLS, IOWA lease, is c/o Cedar Falls Recreation C and _Denny Lenth ("Tenant"), whos eet, Cedar Falls, IA 50613. The par	("Landlord"), w Center, 110 E. 13 e address for the	whose address, for the 3th Street, Cedar Falls, e purpose of this lease
	MISES AND TERM. Landlord in Black Hawk County, Iowa:	leases to Tenar	nt the following real

CEDAR ACRES ADDITION LOT 56 W 1/2 LOT 57 CEDAR ACRES ADDITION E 1/2 LOT 57 ALL LOT 58 EXC E 5 FT

the address of which is locally known as <u>8914-01-128-014 & 8914-01-128-013</u> Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the <u>1st</u> day of <u>January</u>, 20<u>19</u>, and ending on the <u>31st</u> day of <u>December</u>, 20<u>21</u>, upon the condition that Tenant performs as provided in this Lease.

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All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

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Return Both Copies Signed to:

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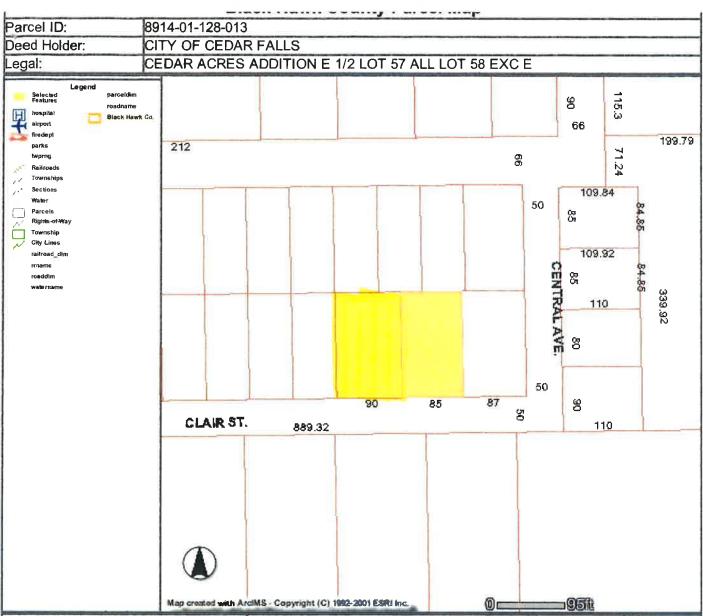
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## CITY OF CEDAR FALLS, IOWA LANDLORD

By:	
James Brown, Mayor	Date
Attest:	
Jacque Danielsen, CMC, City Clerk	Date
TENANT	
By:	
Danis J. Letta Signature	11-29-18 Date
Rennis J. LentH Print Name	
308 CIAIR STREET	CedAR FAIIS, IA 5613



Black Hawk County, Iowa 316 East 5th Street Waterloo, Iowa 50703-4774 Phone: (319) 833-3002 Fax: (319) 833-3070

E-mail: auditor@co.black-hawk.ia.us.org

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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#### **DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS**



RECREATION CENTER 110 E. 13<sup>TH</sup> STREET CEDAR FALLS, IOWA 50613 319-273-8636 FAX 319-273-8656

#### MEMORANDUM

**TO:** Mayor Jim Brown & City Council

FROM: Bruce Verink, Manager, Recreation & Community Programs

DATE: December 13, 2018

**SUBJECT:** Recreation Fee Proposal

Attached is staff's proposed fee schedule. If adopted by City Council any fee change would go into effect for any program or service that will start on or after April 30, 2019. For example, someone registering for a program in February that starts June 6 or someone scheduling a birthday party in April to be held in June would both pay the new rate. While someone purchasing a Recreation Center membership on April 12 would pay the current fee even if a change were recommended.

On the attached sheets is a history of fees we have used dating back to April 2012. Any fee that changed from the previous year is highlighted in gray for easy identification.

The current fees were adopted by Council in January 2018 and went into effect April 23, 2018. Staff is recommending a change in what is included under the Recreation Center membership and this is the major change being proposed this year. There are just a few changes in other areas as well.

The Park and Rec Commission was presented the change on what staff wanted to include under the Recreation Center Membership at the October meeting. They were asked to think about this change for a month and to discuss the change with friends. At their November meeting, they voted unanimously to approve the change of including all the drop in fitness classes and towel service under the Recreation Center membership. At that meeting, they recommended the fee increase shown on the attachment. At their December meeting, they approved all the changes being proposed by staff and submitted for your approval.

The major changes lie in the Recreation and Fitness Center membership where towel service and all drop in Fitness classes will now be included under a membership. Currently it is an extra cost to attend the drop in fitness classes. The \$25-\$40 dollar increase in current fees is the largest single year increase we have ever recommended but is justified by the additional things to be added or now included under a membership. The proposed fees would still be very competitive with other area facilities.

In the past, those who had a membership could then buy a 4-month fitness pass to addend the drop in classes for \$48 every 4 months or pay \$96 if they were not a

member. If you took any of the fitness classes, the \$25 annual increase in an adult membership of the \$40 increase for an annual family membership then the increase is very reasonable. For the members who never planned to go to the fitness classes the increase can still be justified by the fact membership fees at the Rec have not increased since 2014. By the time these recommended fees go into effect, that will have been a five-year period. Plus, all members will now have the option of going to any of the drop in classes we offer.

Staff looks at the following items when considering adjusting any and all fees:

- The increase in staff wages (that are part of the City's wage adjustment for all employees)
- The increasing cost of supplies and equipment
- What the market for the programs and services we offer indicates
- What others in the metro area charge for similar programs
- Changes staff have made to improve the program
- The last time fees adjustments were made
- Staff attempts to hold fees the same for a two or three year period whenever possible
- To keep all fees as reasonable as possible

#### Proposed changes are as follow:

- Page 1
  - A \$10.00 increase for fall softball leagues
  - A \$5.00 increase for Adult dodgeball leagues
- Page 2
  - We eliminate the fitness pass fee since drop in fitness classes would all be included under the membership.
- Page 4
  - An increase of \$10.00 for the Birthday Party themed package
  - An increase of \$5.00 for birthday parties with pizza added
  - An increase of \$3.00 for sack lunch days
  - An increase of \$5.00 per weeks for Camp CF
  - A \$35 increase when registering for camp all summer
- Page 5
  - A \$1.00 increase in the daily admission rate for the indoor pools
  - An increase in Lifeguarding classes of \$10 to reflect an increase the Red Cross charges to track those certified.
  - An adjustment of \$5.00 per hour for indoor pool rentals
  - A \$10.00 increase to include the concession stand option with outdoor pool rentals

#### Page 6

- An increase in daily fees to use the Rec Center of \$1.00 for youth and \$2.00 for adults
- All other changes on this page reflect the inclusion of the fitness passes under the membership

With the change for including drop in fitness classes under the membership we would lose around \$39,000 in revenue from the sale of fitness passes but the increased membership fees would bring in \$63,000 for a net increase of \$24,000 annually. Staff feels this change will also reflect in more memberships being sold in the long run.

Staff felt that in order for us to stay competitive with others in the metro area the change in what was included under the Recreation Center membership was needed.

The proposed fee changes, approved by the Park and Rec Commission, and if adopted by the City Council as well staff projects an increase in revenue of \$30,000 annually that will offset increasing expenses.

Thank you in advance for considering this proposal. Please let me know if you have any questions or need additional information.

### CEDAR FALLS RECREATION DIVISION PROGRAM FEE SCHEDULE

	PROJECTED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR					
	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR
ADULT PROGRAMS	AFTER APRIL 30, 2019	AFTER APRIL 23, 2018	AFTER APRIL 24, 2017	AFTER APRIL 24, 2016	AFTER APRIL 27, 2015	AFTER APRIL 28, 2014	AFTER APRIL 22, 2013	AFTER APRIL 23, 2012
Basketball Leagues (team) 10 games Couples Volleyball Class	370 29.00 - 8 weeks	370 29,00 - 8 weeks	360 29.00 - 8 weeks	\$360.00 29.00 - 8 weeks	\$350.00 29.00 - 8 weeks	\$350.00 29.00 - 8 weeks	\$330.00 29.00 - 8 weeks	\$330.00 29.00 - 8 weeks
Volleyball League (team) 14 games	29.00 - 6 weeks 115	29.00 - 6 weeks 115	29.00 - 8 weeks 115	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
Mini Volleyball (team) 6 games	70	70	70	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Softball League - 14 games	70	70	70	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Registration (team)	355	355	350	\$350.00	\$345.00	\$345.00	\$345.00	\$345.00
Player Fees (team)	70	70	70	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Mixed League Softball	plus \$25.00	plus \$25.00	plus \$25.00	plus \$25.00	plus \$20.00	plus \$20.00	plus \$20.00	Ψ. 0.00
Ball Field Rental per hour (field as is 1 1/2 hour)	8	8	8	\$8.00	\$8.00	\$8.00	\$10.00	
Youth Games Ball Field Rental- Non-profit						****	• • • • • • • • • • • • • • • • • • • •	
501C3 Field Rental								
Week Day Evening	16	16	16	\$16.00	\$16.00	\$16.00		
Multiple Rentals (Max. 75 per season)	\$500.00 Max	\$500.00 Max	\$500.00 Max	\$500.00 Max	\$500.00 Max	\$500.00 Max		
Fall Softball League - 10 games								
Registration (team)	255	245	245	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00
Player Fees (team)	60	60	60	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Ball Field Rental								
One Field - One Day	50	50	50	\$50.00	\$50.00	\$50.00		
Complex (weekend 1 & 2 day)	110	110	110	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Plus additional staff cost over initial field prep	400	400	400	****	****	****	2400.00	****
Pfeiffer (weekend 1 & 2 day)	130	130	130	\$130.00	\$130.00	\$130.00	\$130.00	\$120.00
Plus additional staff cost over initial field prep	60	60	60	\$60.00	\$60.00	#eo oo	\$60.00	<b>655.00</b>
Pfeiffer (field/night, league) Kickball League	60 75	60 70	60 <b>7</b> 0	\$65.00	\$65.00	\$60.00 \$65.00	\$60.00 \$60.00	\$55.00 \$60.00
Flag Football League (team) 4 on 4	100	100	100	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Player Fee	15	15	15	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Dodgeball	70	70	70	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Golf Lessons (4 lessons)	N/A	38	38	\$38.00	\$38.00	\$38.00	\$38.00	\$36.00
Tennis Lessons (8 lessons)	N/A	N/A	N/A	N/A	N/A	N/A	\$35.00	\$35.00
Tournaments	Cost + \$20.00	Cost + \$20.00	Cost + \$20.00	Cost + \$20.00	Cost + \$20.00	Cost + \$20.00	Cost + \$10.00	Cost + \$10.00
Open Gym Schools, residents	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.	3.00 or RC punch card/memb.
Open Gym Schools, non-residents	. 6	. 6	. 6	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Beach House (all day)								
Weekend (Friday-Sunday & Holidays)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$90.00
Weekday (Monday-Thursday)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$55.00
Beach House (all day)								
Weekend (Friday-Sunday & Holidays)					\$200.00	\$200.00	\$200.00	\$120.00
West	100	100	100	\$100.00				
East	200	200	200	\$200.00				
Full Facility	275	275	275	\$275.00	****	0.00		
Weekday (Monday-Thursday)	00.5	00.5	00.5	600.50	\$125.00	\$125.00	\$125.00	\$70.00
West	62.5	62.5	62.5	\$62.50				
East Full Facility	125 175	125 175	125 175	\$125.00 \$175.00				
Shelter Rental - All Day	22	22	22	\$175.00	\$20.00	\$20.00	\$20.00	
Up to 6 hours	N/A	N/A	N/A	\$22.00 N/A	\$20.00 N/A	\$20.00 N/A	\$20.00 N/A	\$18.00
Over 6 hours	N/A N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$18.00
Gateway Shelter	IV/A	IV/O	19/75	IV/A	IW/A	IV/A	IVA	φ10.00
Monday-Thursday (10:00 am-10:30 pm)	70	70	70	\$70.00	\$60.00	\$60.00	\$60.00	\$60.00
Friday-Sunday & Holidays (10:00 am-10:30 pm)	110	110	110	\$110.00	\$100.00	\$100.00	\$100.00	\$95.00
Racquetball League - 11 games			• • •		*	*******	***************************************	******
Singles	35	35	35	\$35.00	\$33.00	\$33.00	\$33.00	\$33.00
Racquetball Lessons (6 lessons)	33	33	33	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
Table Tennis League	16	16	16	\$16.00	\$16.00	\$16.00	•	
							· ·	

Filmes Pass (for Kulling) 4 Morths Unlimited NA \$50.00 \$50	EXERCISE CLASSES  Specialty Classes Exercise Tryouts Fitness Pass (no RCM)	PROJECTED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019 Instructor Cost + \$10.00 N/A	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013 Instructor Cost + \$10.00 \$5.00	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012 Instructor Cost + \$10.00 \$5.00
1 Month Unlimited NIA \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$30.00 \$		N/A	00.302	00.302	900 00	00.00	00.002	00.00	\$85.00
Finese Pass (with RCM) 4 Months Unlimited NA \$48.00 \$48.00 \$54.00 \$54.00 \$54.00 \$52.00 1 Month Unlimited NA \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$52.00  Circul Weight Training (or For RCM) 2 x Per Week Per Month \$28.00 \$28.00 \$28.00 \$28.00 \$28.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00  Circul Weight Training (or For RCM) 2 x Per Week Per Month \$14.00 \$14.00 \$14.00 \$14.00 \$14.00 \$14.00 \$14.00 \$14.00 \$30.00 \$30.00 \$30.00  Circul Weight Training (or For RCM) 3 x Per Week Per Month \$42.00 \$42.00 \$42.00 \$42.00 \$42.00 \$42.00 \$40.00 \$40.00  Cardio Cycling - Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 3 x Per Week Per Month (with For RCM) 4 x Per Meek Per Month (with For RCM) 5 x Per Week Per Mo									
4 Months Unlimited N/A \$48.00 \$48.00 \$48.00 \$545.00 \$545.00 \$545.00 \$525.00 \$10		14/1	ψοσ.σσ	ψ00.00	ψοσ.σσ	φοσ.σσ	ψ30.00	ψ30.00	ψ30.00
1 Month Unlimited NA \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$25.00 \$2		N/A	\$48.00	\$48.00	\$48.00	\$45.00	\$45.00	\$45.00	\$42.50
Circuit Weight Training (no F Der RCM)   \$2.8 00									
Circult Weight Training (with FP or RCM) 2 x Per Week Per Month \$14.00 \$14.00 \$14.00 \$14.00 \$14.00 \$9.50 \$9.50  Cardio Cycling - Per Month (no FP or RCM) 3 x Per Week Per Month \$20.00 \$42.00 \$42.00 \$42.00 \$42.00 \$42.00 \$40.00 \$40.00  Cardio Cycling - Per Month (with FP or RCM) 3 x Per Week Per Month \$21.00 \$21.00 \$21.00 \$21.00 \$21.00 \$21.00 \$21.00 \$21.00 \$20.00  Rock On - Monthly (with FP or RCM) 3 x Per Week 4 x x x x x x x x x x x x x x x x x x x	Circuit Weight Training (no FP or RCM)							*****	
2 x Per Week Per Month (no FP or RCM) Cardio Cycling - Per Month (no FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week Per Month (with FP or RCM) 3 x Per Week (with Rev		\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$19.00	\$19.00
Cardio Cycling - Per Month (no FP or RCM) 3 x Per Week Per Month 42.00 \$42.00 \$42.00 \$42.00 \$44.00 \$40.00 \$	Circuit Weight Training (with FP or RCM)								
3 x Per Week Per Month		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$9.50	\$9.50
Cardio Cycling - Per Month (with FP or RCM) 3 x Per Week Per Month 9 x 1.00 8 x 1.00									
3 x Per Week Per Month \$21.00 \$21.00 \$21.00 \$21.00 \$21.00 \$20.00		\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00
Rock On - Monthly (with FP or RCM)         \$26.00         \$26.00         \$26.00         \$26.00         \$24.00         \$24.00         \$24.00         \$24.00           Rock On - Monthly (no FP or RCM)         \$2.00         \$52.00         \$52.00         \$52.00         \$48.00<									
3 x Per Week \$26.00 \$26.00 \$26.00 \$26.00 \$24		\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$20.00	\$20.00
Rock On - Monthly (no FP or RCM)       3 x Per Week       \$52.00       \$52.00       \$52.00       \$48		***	***	***	***	201.00	****	20100	
3 x Per Week \$52.00 \$52.00 \$52.00 \$52.00 \$52.00 \$48.00 \$48.00 \$48.00 \$48.00 \$48.00 \$52		\$26.00	\$26.00	\$26.00	\$26.00	\$24.00	\$24.00	\$24.00	
Knock Out (with FP or RCM) 2 x Per Week Per Month \$26.00 \$26.00 \$26.00  Knock Out (no FP or RCM) 2 x Per Week Per Month \$52.00 \$52.00  Teen Weight Lifting Training (2 - 2 hour classes) \$28.00		\$E3.00	\$52.00	¢52.00	\$53.00	\$49.00	¢49.00	\$49.00	
2 x Per Week Per Month \$26.00		\$52.00	\$52.00	\$52.00	\$52.00	\$46.00	\$46.00	\$46.00	
Knock Out (no FP or RCM)       \$52.00       \$52.00         2 x Per Week Per Month       \$52.00       \$52.00         Teen Weight Lifting Training (2 - 2 hour classes)       \$28.00       \$28.00       \$28.00       \$28.00       \$28.00       \$25.00         *RCM - Rec Center Membership       \$52.00       \$28.00       \$28.00       \$28.00       \$28.00       \$25.00		\$26.00	\$26.00	\$26.00					
2 x Per Week Per Month \$52.00		Ψ20.00	Ψ20.00	Ψ20.00					
Teen Weight Lifting Training (2 - 2 hour classes) \$28.00 \$28.00 \$28.00 \$28.00 \$28.00 \$25.00 \$25.00		\$52.00	\$52.00	\$52.00					
	Teen Weight Lifting Training (2 - 2 hour classes)				\$28.00	\$28.00	\$28.00	\$25.00	\$25.00
*FP - Fitness Pass									
	*FP - Fitness Pass								

	PROJECTED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR
YOUTH PROGRAMS	AFTER APRIL 30, 2019	AFTER APRIL 23, 2018	AFTER APRIL 24, 2017	AFTER APRIL 24, 2016	AFTER APRIL 27, 2015	AFTER APRIL 28, 2014	AFTER APRIL 22, 2013	AFTER APRIL 23, 2012
Boys Baseball - T-ball								
Registration	\$35.00	\$35.00	\$32.00	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Boys Baseball 1								
Registration	\$38.00	\$38.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00
Sponsor Boys Baseball 2 & 3	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Registration	\$45.00	\$45.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Boys Baseball 4 & 5								
Registration	\$48.00	\$48.00	\$45.00	\$45.00	\$45.00	\$45.00	\$43.00	\$43.00
Sponsor	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Girls Softball - T-ball	****	205.00	****	***	***	***	***	200.00
Registration	\$35.00 \$250.00	\$35.00 \$250.00	\$32.00 \$250.00	\$32.00 \$250.00	\$32.00 \$250.00	\$32.00 \$250.00	\$30.00 \$250.00	\$30.00 \$250.00
Sponsor Girls Softball 1	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Registration	\$38.00	\$38.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Girls Softball 2 & 3	•	,	,	,	•	•	•	•
Registration	\$45.00	\$45.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Girls Softball 4-6								
Registration	\$48.00	\$48.00	\$45.00	\$45.00	\$45.00	\$45.00	\$43.00	\$43.00
Sponsor Kindergarten Basketball	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00
Sponsor	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Boys Basketball 5 & 6	<del></del>	*=	<del></del>	*=	¥=*****	<del></del>	<del></del>	<del></del>
Registration	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$38.00	\$38.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Boys Basketball 3 & 4								
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Boys Basketball 1 & 2 Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00
Sponsor	\$30.00	\$300.00	\$300.00	\$30.00	\$30.00	\$300.00	\$300.00	\$300.00
Girls Basketball 5 & 6 (format change)	*******	*******	*******	*******	*******	*******	*******	*******
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Girls Basketball 3 & 4								
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00
Sponsor Girls Basketball 1 & 2	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Summer Track	*******	*******	*******	*******	*******	*******	*******	*******
Registration	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Volleyball 3-6 (format change)	***	***	****	***	***	•••	*****	207.00
Registration (8 weeks) Sponsor	\$39.00 \$400.00	\$39.00 \$400.00	\$39.00 \$400.00	\$39.00 \$400.00	\$39.00 \$400.00	\$39.00 \$400.00	\$37.00 \$400.00	\$37.00 \$400.00
Flag Football K-2	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
Registration (8 weeks)	\$43.00	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00
Sponsor	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Flag Football 3 & 4								
Registraion	\$43.00	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Flag Football 5 & 6				•				
Registration	\$43.00	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00
Sponsor Baseball Club	\$500.00 \$45.00	\$500.00 \$45.00	\$500.00 \$45.00	\$500.00 \$45.00	\$500.00 \$45.00	\$500.00 \$45.00	\$500.00	\$500.00
Softball Club	\$45.00 \$45.00	\$45.00 \$45.00	\$45.00 \$45.00	\$45.00 \$45.00	\$45.00 \$45.00	\$45.00 \$45.00		
CONDUM CIGO	ų .o.oo	ψ.0.00	ψ.σ.σο	ψ.0.00	ų.J.00	Ų.3.00		

YOUTH PROGRAMS-continued Soccer K, 1 & 2	PROJECTED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012
Registration	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$27.00	\$27.00
Sponsor	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
Golf Lessons	N/A	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$27.00	\$27.00
Tennis Lessons	\$45.00	\$45.00	\$39.00	\$39.00	\$39.00	\$39.00	\$37.00	\$35.00
Tot Lot								
One Session	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$75.00
Both Sessions	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$140.00
Tot Lot								
One Week	\$32.00	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	
Six Weeks	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	
Open Gym in schools	Free	Free	Free	Free	Free	Free	Free	Free
Special Events	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00
Tournaments	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%
Indoor Park - 1 year to 5 years	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
Full Session (18 to 22 times)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00		
Mini Session	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Daily	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$2.50
Chew & View - 2 hours	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Parents Night Out - 2 hours	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Birthday Party	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$95.00
Birthday Party Theme Package	\$150.00	\$140.00	\$140.00	\$135.00	\$135.00	\$135.00	\$135.00	\$125.00
Birthday Party Theme & Pizza	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$140.00
Add Pizza	\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
3 on 3 Basketball Tourney (per team)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$25.00
Soccer Tournament	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Hot Shot Basketball	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Free Throw Contest	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Karate	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00
New Sports and Active Programs	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge
Sack Lunch Days	\$28.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00
Tumbling - 5 Sessions	\$30.00	\$30.00	\$32.00	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00
Hockey - Inline								
Registration	N/A	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Sponsor	N/A	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Camp Cedar Falls								
One Week	\$110.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
Full Summer (1 week free)	\$770.00	\$735.00	\$735.00	\$735.00	\$735.00	\$735.00	\$850.00	\$850.00
Pre and Post Care								
Daily	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Weekly	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$18.00	\$18.00

	PROJECTED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR	APPROVED FEES EFFECTIVE DATE FOR
	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR	ANY ACTIVITY STARTING ON OR
SWIM POOL FEES  Daily Admission-Indoor	AFTER APRIL 30, 2019	AFTER APRIL 23, 2018	AFTER APRIL 24, 2017	AFTER APRIL 24, 2016	AFTER APRIL 27, 2015	AFTER APRIL 28, 2014	AFTER APRIL 22, 2013	AFTER APRIL 23, 2012
Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$2.50
Youth (3-17)	\$5.00	\$4.00	\$4.00	\$4.00	\$3.75	\$3.75	\$3.75	\$3.25
Adult (18 & Up)	\$5.00	\$4.00	\$4.00	\$4.00	\$3.75	\$3.75	\$3.75	\$3.75
Daily Admission-Outdoor Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$2.50
Youth (3-17)	\$3.00 \$7.00	\$3.00 \$7.00	\$3.00	\$5.00	\$5.00 \$6.00	\$3.00 \$6.00	\$3.00 \$6.00	\$2.50 \$5.00
Adult (18 & Up)	\$7.00	\$7.00	\$7.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Summer-Memorial Day-1st Day of School								
Family Season Pass			** ****			** ***	** ****	** ***
Resident Non-Resident	** \$195.00 ** \$245.00	** \$195.00 ** \$245.00	** \$195.00 ** \$245.00	** \$180.00 ** \$230.00	** \$180.00 ** \$230.00	** \$180.00 ** \$230.00	** \$180.00 ** \$230.00	** \$165.00 ** \$215.00
Child Care Provider Pool Pass - Mon-Fri	\$60.00	\$60.00	\$60.00	Ψ230.00	Ψ230.00	Ψ230.00	Ψ230.00	Ψ213.00
Adult Season Pass (Indoor or Outdoor)	400.00	Ψ00.00	\$55.55					
Resident	\$115.00	\$115.00	\$115.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Non-Resident	\$145.00	\$145.00	\$145.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
Youth & Sr.Season Pass (65 & Over) Resident	\$110.00	\$110.00	\$110.00	\$95.00	\$95.00	\$95.00	\$95.00	\$80.00
Non-Resident	\$140.00	\$140.00	\$140.00	\$125.00	\$125.00	\$125.00	\$125.00	\$110.00
Lap Swim (Indoor only)			·				·	
Resident	\$75.00	\$75.00	\$75.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Non-Resident	\$85.00	\$85.00	\$85.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
***Purchase your summer swim pass prior to May 15 & receive Winter-1st Day of School-Memorial Day Family Season Pass (with RCM)	a \$10 discount for a family & \$5 for an indivi	iduai pass.						
Resident	\$50.00	\$50.00	\$50.00	\$45.00	\$45.00	\$45.00	\$45.00	\$35.00
Non-Resident	\$55.00	\$55.00	\$55.00	\$50.00	\$50.00	\$50.00	\$50.00	\$45.00
Family Season Pass (without RCM)	****	****	****				2107.00	
Resident Non-Resident	\$130.00 \$140.00	\$130.00 \$140.00	\$130.00 \$140.00	\$125.00 \$135.00	\$125.00 \$135.00	\$125.00 \$135.00	\$125.00 \$135.00	\$110.00 \$120.00
Adult Season Pass (with RCM)	\$140.00	\$140.00	\$140.00	\$133.00	\$133.00	\$133.00	\$133.00	\$120.00
Resident	\$25.00	\$25.00	\$25.00	\$20.00	\$20.00	\$20.00	\$20.00	\$15.00
Non-Resident	\$30.00	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00
Adult Season Pass (without RCM))	<b>205.00</b>	\$95.00	<b>*25</b> 00	<b>*</b>	<b>#00.00</b>	<b>\$</b> 00.00	<b>\$20.00</b>	<b>#05.00</b>
Resident Non-Resident	\$95.00 \$100.00	\$95.00 \$100.00	\$95.00 \$100.00	\$90.00 \$95.00	\$90.00 \$95.00	\$90.00 \$95.00	\$90.00 \$95.00	\$85.00 \$90.00
Youth Season Pass-17 & Under (with RCM)	ψ100.30	ψ100.00	Ψ100.00	ψ30.00	ψ33.00	ψ30.00	ψ30.00	430.00
Resident	\$25.00	\$25.00	\$25.00	\$20.00	\$20.00	\$20.00	\$20.00	\$15.00
Non-Resident	\$30.00	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00
Youth Season Pass-17 & Under (without RCM) Resident	\$75.00	\$75.00	\$75.00	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00
Non-Resident	\$80.00	\$80.00	\$75.00 \$80.00	\$70.00 \$75.00	\$70.00 \$75.00	\$70.00 \$75.00	\$70.00 \$75.00	\$65.00
Tion Notice II	450.00	Ψ00.00	ψ00.00	ψ.σ.σσ	Ų. 0.00	Ψ.0.00	ψ/6.55	400.00
*RCM - Rec Center Membership								
Swim Lesson - Youth	\$32.00 \$35.00	\$32.00 \$35.00	\$32.00 \$35.00	\$30.00 \$31.00	\$30.00 \$31.00	\$30.00	\$28.00 \$31.00	\$28.00 \$31.00
Swim Lesson - Adult WSI	\$70.00	\$35.00 \$70.00	\$35.00 \$70.00	\$60.00	\$60.00	\$31.00 \$60.00	\$60.00	\$60.00
Agua Trim	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00
Deep Water Aqua Trim	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00
Aqua Trim Tryout	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Stretching Aqua Trim	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00
Lap Swim-Daily-Indoor Lifeguarding	Pass or \$4.00 \$125.00	Pass or \$4.00 \$115.00	Pass or \$4.00 \$115.00	Pass or \$4.00 \$105.00	Pass or \$3.75 \$105.00	Pass or \$3.75 \$105.00	Pass or \$3.75 \$98.00	Pass or \$3.75 \$98.00
Lifeguard Recertification	\$86.00	ψ113.00	ψ113.00	ψ103.00	ψ100.00	ψ103.00	Ψ55.00	ψ30.00
Scuba Diving	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00	Cost + \$8.00	Cost + \$8.00	Cost + \$8.00	Cost + \$8.00
Pool Rental ID - 75 people or less	\$65.00	\$60.00/hr.	\$60.00/hr.	\$60.00/hr.	\$60.00/hr. & \$50.00/add hr.	\$60.00/hr. & \$50.00/add hr.	\$60.00/hr. & \$50.00/add hr.	\$55.00/hr. & \$45.00/add hr.
Pool Rental ID - 76 people or more	\$80.00	\$75.00/hr .	\$75.00/hr .	\$75.00/hr .	\$75.00/hr & \$65.00/add hr.	\$75.00/hr & \$65.00/add hr.	\$75.00/hr & \$65.00/add hr.	\$70.00/hr & \$60.00/add hr.
Pool Rental OD Zero Depth - 2 hour	\$200.00	\$200.00	\$200.00	\$200.00	\$180.00	\$180.00	\$180.00	\$160.00
Zero Depth & Lazy River/2 Waterslides - 2 hour	\$425.00	\$425.00	\$200.00 \$425.00	\$425.00	\$310.00	\$310.00	\$310.00	\$290.00
Lap Pool & & Lazy River/2 Waterslides - 2 hour	\$525.00	\$525.00	\$525.00	\$525.00	\$370.00	\$370.00	\$370.00	\$350.00
Lap Pool - 2 hour	\$325.00	\$325.00	\$325.00	\$325.00	\$280.00	\$280.00	\$280.00	\$250.00
Entire Facility-No Concessions Sold - 2 hour Concessions Sold	\$625.00	\$625.00	\$625.00	\$625.00	\$470.00	\$470.00	\$470.00	\$430.00
Concessions Sold Resident	\$35 per hour	\$25 per hour	\$25 per hour	\$25 per hour	\$25 per rental	\$25 per rental	\$25 per rental	\$25.00

Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs. New programs will be charged a comparable fee to other similar activities.

Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.

\*\* Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult & 4 or less children or 2 adults and 3 or less children . Each additional child in the family will be \$10.00. Implemented Spring 2012.

RECREATION CENTER	PROJECTED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012
Admission							· · · · · · · · · · · · · · · · · · ·	
Daily Resident 12 Grade & Under Adult Senior Citizen	\$6.00 \$9.00 \$6.00	\$5.00 \$7.00 \$6.00	\$5.00 \$7.00 \$6.00	\$5.00 \$7.00 \$6.00	\$5.00 \$7.00 \$6.00	\$5.00 \$7.00 \$6.00	\$4.50 \$6.50 \$5.50	\$4.50 \$6.50 \$5.50
Holiday Special Event Admission	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$4.00 per person any age	\$4.00 per person any age
Daily Non-Resident 12 Grade & Under	\$6.00	\$5.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Adult Senior Citizen	\$9.00 \$6.00	\$7.00 \$6.00	\$9.00 \$8.00	\$9.00 \$8.00	\$9.00 \$8.00	\$9.00 \$8.00	\$9.00 \$8.00	\$9.00 \$8.00
Resident Yearly Memberships**	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Individual	\$145.00	<b>\$20.00</b>	<b>\$00.00</b>	\$00.00	\$90.00	\$90.00	\$95.00	<b>POE</b> 00
12 Grade & Under Adult	\$115.00 \$175.00	\$90.00 \$145.00	\$90.00 \$145.00	\$90.00 \$145.00	\$90.00 \$145.00	\$90.00 \$145.00	\$85.00 \$140.00	\$85.00 \$140.00
Senior Citizen	\$155.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$125.00	\$125.00
Family Non-Resident Yearly Memberships**	\$260.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$210.00	\$210.00
Individual	2010.00						*****	****
12 Grade & Under Adult	\$210.00 \$355.00	\$200.00 \$340.00						
Senior Citizen	\$290.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00
Family 4 Month (May-August only) Resident	\$465.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
12 Grade & Under	\$57.50	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$42.50	\$42.50
Adult Senior Citizen	\$85.00 \$77.50	\$72.50 \$65.00	\$72.50 \$65.00	\$72.50 \$65.00	\$72.50 \$65.00	\$72.50 \$65.00	\$70.00 \$62.50	\$70.00 \$62.50
Family	\$130.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$105.00	\$105.00
Non-Resident 12 Grade & Under	\$105.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Adult	\$177.50	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00
Senior Citizen Family	\$145.00 \$232.50	\$140.00 \$225.00						
20 Punch Card - Resident Only								
12 Grade & Under Adult	\$58.00 \$85.00	\$45.00 \$73.00	\$45.00 \$73.00	\$45.00 \$73.00	\$45.00 \$73.00	\$45.00 \$73.00	\$43.00 \$70.00	\$42.50 \$70.00
Senior Citizen	\$78.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$63.00	\$62.50
20 Punch Card - Non-Resident 12 Grade & Under	\$140.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
Adult	\$140.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
Senior Citizen Replace I.D. Card	\$120.00 \$9.00	\$110.00 \$7.00						
Corporate Rate								
Individual Family	\$235.00 \$310.00	\$200.00 \$265.00						
Racquetball								
Drop in per hr/per court Reservation per hr/per court	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00	\$0.00 \$2.00
10 Punch Card	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value
Child Care 2 hour stay	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.00
20 Punch Card	\$40.00	\$40.00	\$40.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Rentals  Resident non-profit organizations								
Entire facility with adequate approved adult su		Ø50.00	Ø50.00	<b>#50.00</b> *	<b>#50.00</b>	#F0.00 *	0400.00	<b>675.00</b>
Per hour Each additional hour	\$100.00 per hr N/A	\$50.00 + s.c.* N/A	\$100.00 + s.c.* \$25.00 + s.c.*	\$75.00 + s.c.* \$25.00 + s.c.*				
Maximum cost (12 hr. max)	N/A	N/A	N/A	N/A	N/A	N/A	\$200.00 + s.c.*	\$175.00 + s.c.*
Meeting Room - per hour 1st 2 hours Each additional hour Multi Purpose Room (1/2) 1st hour	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Each additional hour Full Room - per hour 1st hour Each additional hour	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Each additional hour Gym Rental								
Fit Gym	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*
1/2 of Old Gym All of Old Gym	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*	\$35.00 + s.c.* \$70.00 + s.c.*
Activity Room - per hour	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*
* s.c Staff Cost (if needed)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00

<sup>\*\*</sup>Memberships include free towel usage and all drop-in fitness classes. Members as of April 30th, 2019 wanting to get a fitness pass would pay the difference between the old membership price and the new price.



#### James & Meryl Hearst Center for the Arts

304 West Seerley Boulevard Cedar Falls, Iowa 50613 (319) 273-8641 www.TheHearst.org



#### MEMORANDUM

DATE:

December 12, 2018

TO:

Mayor Jim Brown and Cedar Falls City Council

FROM:

Heather Skeens, Cultural Programs Supervisor

**SUBJECT:** 

Site approval for Public Art Project

The Cedar Falls Art and Culture Board and City staff have reviewed the attached proposal from the Public Art Committee (PAC) with regards to a work of public art to be placed to the right of the west entrance to City Hall. The Art and Culture Board respectfully requests that City Council consider the site for approval. At a future time, the City Council will be provided with an agreement for the artist that will complete the project.

The site was selected by PAC after discussion with members of the Crews family who are working with the PAC to sponsor a work of art in memory of former Mayor Jon Crews. For a more detailed description of the project and timeline, please refer to the attachment from Dan Perry, vice president of PAC and UNI Public Art Incubator faculty.

In order to complete the project, the Eternal Flame in front of City Hall will need to be relocated. Three veterans groups have been contacted (Amvets, American Legion and the VFW) and there are few concerns moving the Eternal Flame to the Veteran's Park facility on Waterloo Road. The final preferred location will be reviewed by the Park and Recreation Commission and sent to City Council for review.

If you have any questions or comments please feel free to contact me.

Thank you for your consideration of this request.

CC:

Mark Ripplinger, Municipal Programs & Operations Director

Kim Manning, Cultural Programs/Visitors and Tourism Bureau Manager

#### **Jon Crews Memorial Artwork Proposal**

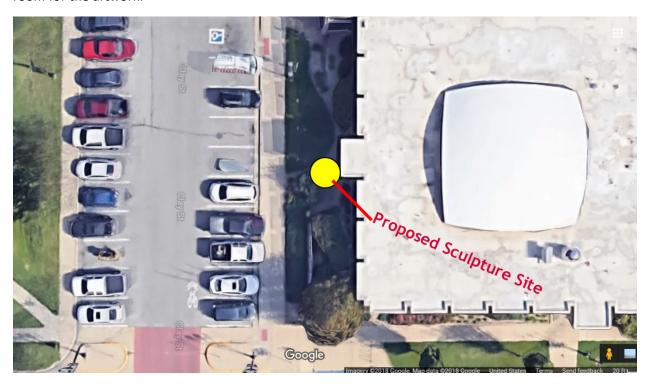
**Proposed Location:** West side of city hall south of main entrance – see attached images. It will be sited in the landscaped area off of the sidewalk and out of the right of way.

Base Size: 9-10' diameter concrete floating slab on grade with thickened edge (6-8" thick)

Sculpture/Artwork Description: Artist's proposals will be evaluated by Cedar Falls Public Art committee for viability and appropriateness for the project. Given the nature of public art calls, the art work is undetermined at this point giving the artists freedom to work within the space and the project scope. Artists will submit qualifications and the committee will narrow the pool down to 3 finalists to submit site specific proposals. The artwork selected will be appropriately scaled for the site – 12-15' tall and the materials will be of high quality able to withstand outdoor exposure.

**Site work Notes:** Mark Ripplinger mentioned moving the veteran's memorial currently installed at the site to Veteran's Park.

-There is a stump that will need to be removed and possibly one bush trimmed or removed to make room for the artwork.

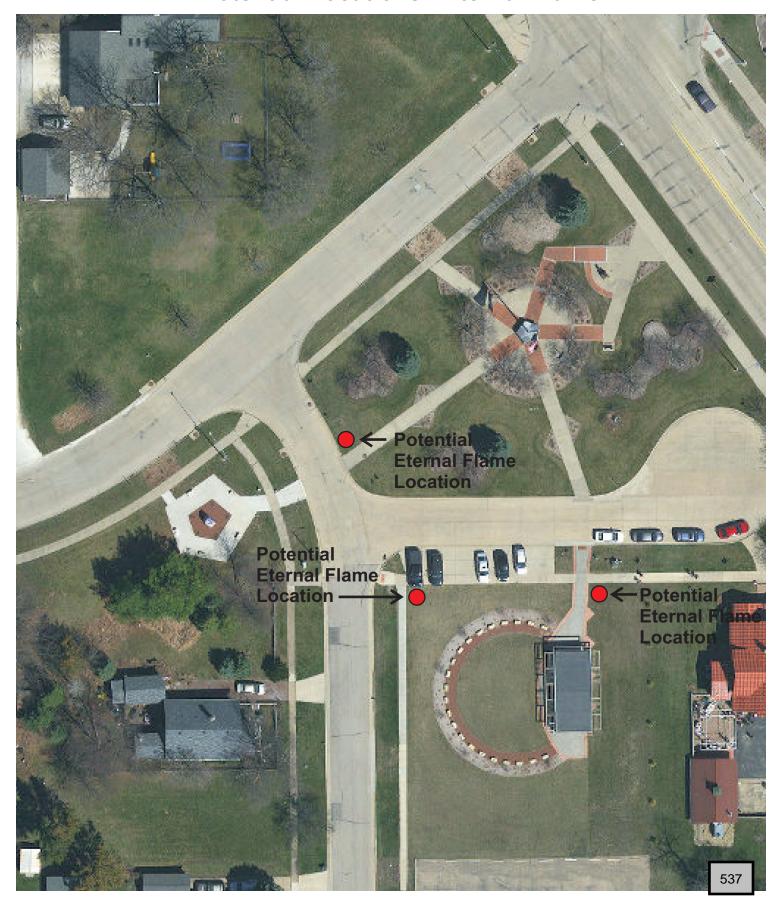


Aerial/Plan View



Street View

# **Veterans Park**Potential Locations - Eternal Flame





ROBERT J HIBBS POST NO. 3896 1022 Washington Street Cedar Falls, Iowa 50613

October 9, 2018

Mark Ripplinger
Director of Municipal Operations & Programs
2200 Technology PKWY
Cedar Falls, IA. 50613

**RE: Eternal Flame** 

Dear Mr. Ripplinger:

We have no objection to the idea of moving the Eternal Flame from the West side of our City Hall to the Veteran's Park.

Finding a place in the park and refurbishing the flame should improve its visibility.

We look forward to working with you on this project!

Sincerely,

Michael Butler, QM

#### **Mark Ripplinger**

From: Thomas Hagarty <thagarty@cfu.net>
Sent: Thursday, October 11, 2018 10:55 AM

**To:** Mark Ripplinger; Mike Butler; Angelo Schmidt; Sage, Tom

**Subject:** eternal Flame

After speaking with several veterans who were involved with the Eternal Flame installed in front of City Hall,

I have not received any opinions that anyone would have a concern with it being moved and re-installed at Veterans Park.

where it is placed in Veterans Park is another conversation. after transfer and installation in Veterans Park, if maintenance is required etc who handles it?

Electricity is not installed at Veterans Park now as far as I know. The Eternal Flame is electric, used to be gas.

The Cedar Falls American Legion was instrumental in installing this in front of city hall, but as I indicated, no one has any gas pains about relocating it.

Tom Hagarty Cedar Falls American Legion Post #237

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

#### **DEPARTMENT OF COMMUNITY DEVELOPMENT**



City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 www.cedarfalls.com

Administration Division • Planning & Community Services Division Phone: 319-273-8600 Fax: 319-273-8610

Engineering Division \* Inspection Services Division Phone: 319-268-5161 Fax: 319-268-5197

> Water Reclamation Division Phone: 319-273-8633 Fax: 319-268-5566

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Tech II

DATE: December 12, 2018

**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project - Property Acquisitions

Project # RC-000-3118

State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
65	Brian C. Jorgenson	1120 W. 1 <sup>st</sup> Street	Fee
	Kristine M. Jorgensen		Temporary Easement
50	CV Properties, LLC	724 W. 1 <sup>st</sup> Street	Fee
			Temporary Easement
			Tenant Agreement
24	Jeffery S. Johnson	923 W. 1 <sup>st</sup> Street	Fee
	Jillynn S. Johnson		Permanent and
			Temporary Easement
7	Kelley J. Ruehs	1301 W. 1 <sup>st</sup> Street	Fee
			Permanent and
			Temporary Easement
			Tenant Agreement
5a	Cedar Valley Medical Specialist P.C.	1409 W. 1 <sup>st</sup> Street	Tenant Agreement

Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1<sup>st</sup> Street reconstruction project.

If you have any questions or need additional information, please feel free to contact me.

xc: Stephanie Sheetz, Director Jon Resler, City Engineer David Sturch, Planner III



# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1120 W. 1st St. PARCEL NO. 65	COUNTY TAX PARCEL NO.8914-11-276-005
PROJECT NO. STP-57-2(28)-2C-07	
PROJECT NAME: West 1 <sup>st</sup> St. / IA 57 PCC Pave	ment Reconstruction
THIS AGREEMENT entered into this day Brian C. Jorgensen and Kristine M. Jorgensen, S	of, 2018, by and between seller, and the City of Cedar Falls, Iowa, Buyer.
and temporary easement agreements, fur	e Buyer a warranty deed, permanent utility easement rnished by the Buyer, and the Buyer agrees to rest in real estate, hereinafter referred to as the ched Exhibits
FEE Acquisition See attached	
Temporary Easement See attached	
and which include the following improvem	ents of whatever type situated on the premises:
·	

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agree	d Performance	Э	Date
\$ \$	on con	t of possessio veyance of title ender of poss	е	
\$\$9,646.00	on pos	session and	0001011	60 days after Buyer approval
\$\$9,650.00	convey TOTAL	rance LUMP SUM		
BREAKDOWN:	ac. = acres	sq. ft. = squar	e feet	
Land by Fee Title	619	_sq.ft.	\$ 5,57	1.00
Permanent Utility Eas	ement	_sq. ft.	\$	
Temporary Easement	1,499	_sq. ft.	\$ 2,16	0.00
Miscellaneous/Other	Landscaping/	<u>wall</u>	\$ 1,91	5.00
Buildings			\$	
Severance Damages			\$	

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are:

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of <u>7</u> pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

- This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Brian C. Jorgensen Date		Kristine M. Jo	M/agens	14 11/02/18 Date
For an acknowledgment in an inc	dividual capaci	ity:		
State of <u>Towa</u> County of <u>Black Hawk</u>				
This record was acknow by Brian Jargensen and k				
Murcil breitbac Signature of notarial officer	h			
Printed name of notarial officer  April 28, 2019  My commission expires	Stander & M	MARCIE BREITBAC ommission Number 7958 My Commission Expires April 28, 2019		

My commission expires

BUYER'S APPROVAL	
By:	(date)
By:	(date)
MUNICIPALITIES ACKNOWLEDGMENT	
STATE OF IOWA, COUNTY OF BLACK HA	AWK, ss:
This instrument was acknowledged before James P. Brown, Mayor, and Jacqueline D.	me on the day of, 2018, by anielsen, MMC, City Clerk, of the City of Cedar Falls, lowa
	Notary Public in and for the State of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY		BLACK H				ITROL NO	
PROJECT	NO	S1	P-57-2(28)2C-07		PARC	EL NO.	65
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ACGUINEL	) FROM	DRIAN C	. JURGENSEN	AND KRISTIN	E M. JURI	JENJEN	
CITY OF	CEDAR	FALLS, I	¬wΔ	->1			<del></del>
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547

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 65

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

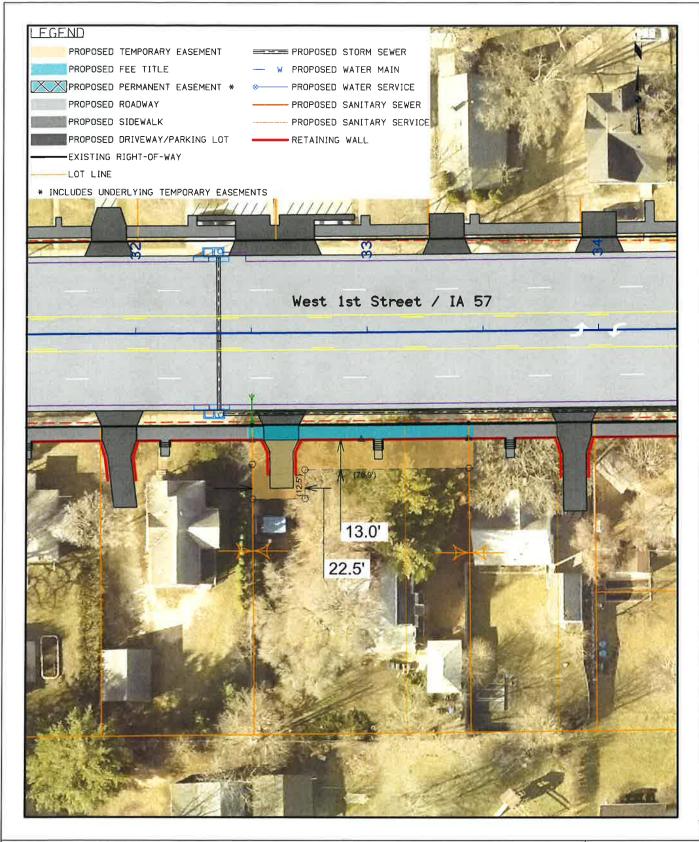
A PART OF LOT 7 AND A PART OF LOT 8 OF, BLOCK 10, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF, BLOCK 10, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 10, A DISTANCE OF 93.40 FEET TO THE NORTHWEST CORNER OF THE EAST 38.00 FEET OF SAID LOT 8; THENCE SOUTH 00°34'07" EAST ALONG THE WEST LINE OF SAID EAST 38.00 FEET OF LOT 8, A DISTANCE OF 6.65 FEET; THENCE SOUTH 89°35'56" WEST, 46.92 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°32'29" WEST ALONG SAID WEST LINE, 6.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (619 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE NORTH LINE OF BLOCK 10 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PARCEL 65 - BRIAN C. & KRISTINE M. JORGENSEN





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-07

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Brian C. and Kristine M. Jorgensen, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibits

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Brian C. Jorgensen	11-02-18	Listine M. 1	craensen	11-02-18
Brian C. Jorgensen	Date	Kristine M. Jorgenser	1 / D	ate

For an acknowledgment in an individual capacity:

State of <u>Towa</u>

County of <u>Black Hawk</u>

This record was acknowledged before me on <u>Movember 2nd</u>, 2018 by <u>Brian Jugensen and Kristine Jugensen</u> Name(s) of individual(s)

Signature of notarial officer

Printed name of notarial officer

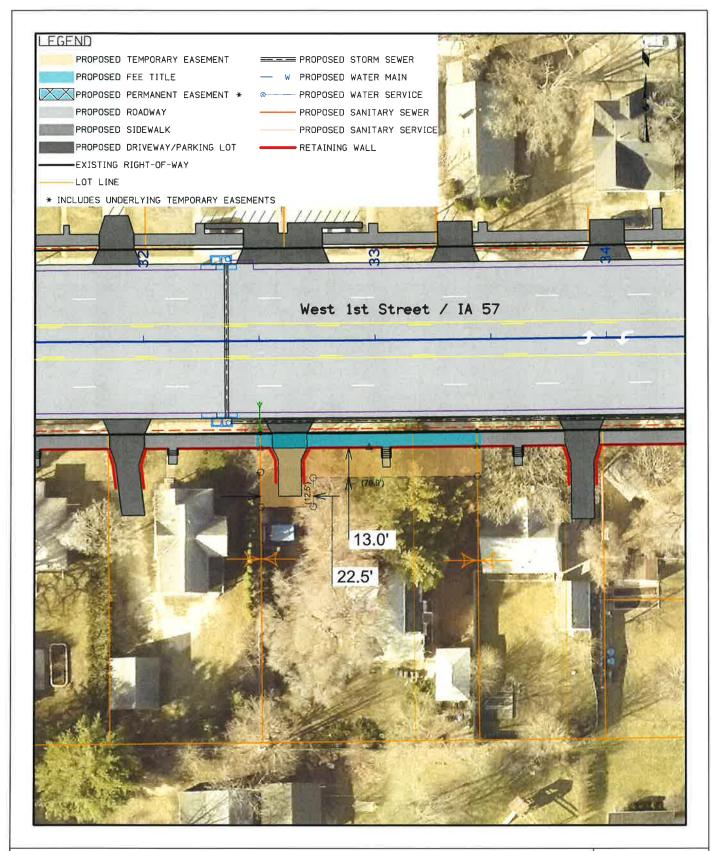
April 28, 2019

My commission expires

MARCIE BREITBACH
Commission Number 795878
My Commission Expires
April 28, 2019

## ACCEPTANCE OF EASEMENT

The City of Cedar Falls, lo Easement.	owa ("Grantee"), does hereby accept and approve the foregoing
Dated this day of _	, 2018.
	CITY OF CEDAR FALLS, IOWA
	James P. Brown, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
James P. Brown, Mayor, and	) ) ss. ) owledged before me on, 2018, by Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls,
lowa.	( <del></del>
	Notary Public in and for the State of Iowa
My Commission Expires:	



PARCEL 65 - BRIAN C. & KRISTINE M. JORGENSEN





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-07

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PARCEL NO. 50	COUNTY TAX PARCEL NO.8914-12-153-001
PROJECT NO. STP-57-2(28)-2C-07	
PROJECT NAME: West 1 <sup>st</sup> St. / IA 57 PCC Paveme	nt Reconstruction
THIS AGREEMENT entered into this day of Properties, LLC, Seller, and the City of Cedar Falls,	
<ol> <li>The Seller agrees to sell and furnish to the B and temporary easement agreements, furnis purchase the following real estate, or interes premises, described as follows: See Attache</li> </ol>	t in real estate, hereinafter referred to as the
FEE Acquisition See attached	
Temporary Easement See attached	
and which include the following improvement	ts of whatever type situated on the premises:

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performan	ice	Date
\$ \$	on right of possess on conveyance of t	itle	
\$\$ \$16,664.00	on surrender of pos on possession and		60 days after Buyer approval
\$16,665.00	conveyance TOTAL LUMP SUN	/I (rounded	d)
BREAKDOWN:	ac. = acres sq. ft. = squ	are feet	
Land by Fee Title Permanent Utility Ease Temporary Easement Miscellaneous/Other Le Buildings Severance Damages		\$ \$ 1,43	789.00 38.00 37.00

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are:

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

CV Properties, LLC	
Name/Title Managing Member Date Name/Title	 Date
For an acknowledgment in a representative capacity:	
State of Town County of Buck Howk	
This record was acknowledged before me on	
by Kyw J. keiwal Name(s) of individual(s)	
as (type of authority, such as officer or trustee)	
of CV Properties (C) (name of party on behalf of whom record was executed).	
A STATE OF THE STA	
Signature of notarial officer	
Printed name of notarial officer  BRIAN DEPOS	
Q - (-2020  My commission expires  Commission Number 736424  My Commission Expires September 1, 2020	

BUYER'S APPROVAL	
By: James P. Brown, Mayor	(date)
By: Jacqueline Danielsen, MMC City Clerk	(date)
MUNICIPALITIES ACKNOWLEDGMENT	
STATE OF IOWA, COUNTY OF BLACK H	AWK, ss:
This instrument was acknowledged before James P. Brown, Mayor, and Jacqueline D	me on the day of, 2018, by anielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.
	Notary Public in and for the State of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY		BLACK HA	WK	S	TATE CON	NTROL NO.	
PROJECT	NO	STP	-57-2(28)2C-07	00 1105	PAR	CEL NO	50 44 MEST
SECTION	1	057 S F	TOWNSHIP	89 1101	<b>1Π</b>	_ RANGE	14 VVES1
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ACCESS F	RIGHTS	ACQUIRED -	STASTA	STA		SIDE ROAL	SIDE
ACQUIRE	FROM	CV_PROPE	RTIES, LLC			u 	
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PI Sto 45+35.		WEST 1  T 8. BLOCK 38  EDAR FALL S  NCHED PIPE  46:35.24  31.83	FOUND 1" PINCHE 0.19' NORTH OF HELD FOR E/W  ST STREET 2017 ALIGNM N09'22'23'E 243.49'  POINT OF BEGINNING N89°25'07"E 66.22'M 66'L	ENT	45	D=0 T=2 L=5 R=7	4°07'02" 7°23'35" 7.86' 5.69' 75.00' Bearing=N87°18'52"E 55.68'
	NOO° 36 34.67′	. 24 "M. 4.5E!	46.39 \$89°22'2 46.55.24	23 "W 25 46.56	S01°19 1.63 1.4.62′	v	NE CORNER OF LOT 1 BLOCK 38 ILLAGE OF CEDAR FALLS FOUND 1" IRON ROD
	4	OLIVE STREET  N00'36'54'W 132.67'M	NB9'21'00'E 67.04'M  CUrve 1	2.36 HE	DUND 3/4" PI " SOUTH OF C LD FOR E/W L	PE DRINER INE	lig raille
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DATE REV	/ISED_						
DATE DRA	AWN	JANL	IARY 29, 2018		SCALE	1" =	40'

558

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 50

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

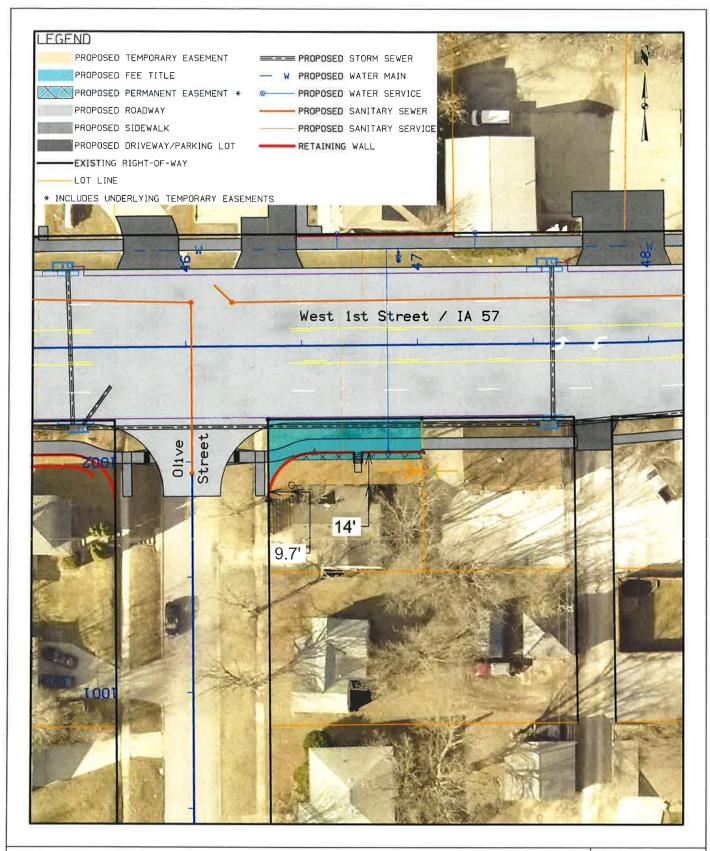
A PART OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25′07″ EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19′24″ EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 8, A DISTANCE OF 14.62 FEET; THENCE SOUTH 89°22′23″ WEST, 46.39 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.43 FEET AND WHOSE CHORD BEARS SOUTH 44°24′07″ WEST, 28.29 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°36′54″ WEST ALONG SAID WEST LINE, 34.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1,057 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.



PARCEL 50 - CV PROPERTIES, LLC





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-07

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

#### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by CV Properties, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

#### See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

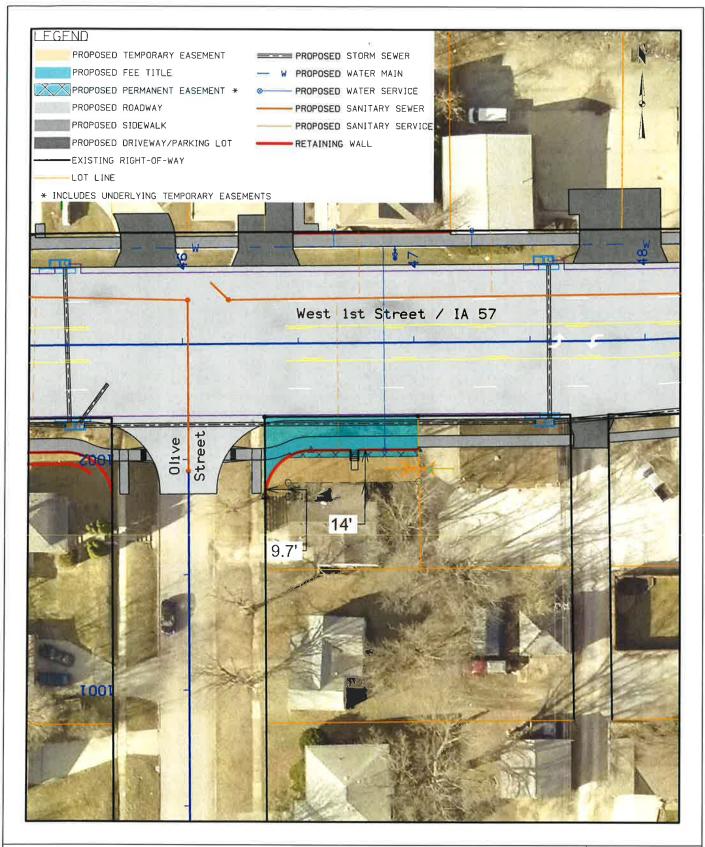
GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

CV Properties, LLC    0-15-18     Name/Title Manual Mamber Date     Name/Title	
Name/Itle Managing Member Date Name/Title	Date
For an acknowledgment in a representative capacity:	
State of 1000 County of Buscullawk	
This record was acknowledged before me on	
by Ryan J. Kermier Name(s) of individual(s)	
as Manageria Memority (type of authority, such as officer or trustee)	
of CV PROPERTIES	
(name of party on behalf of whom record was executed).	
Signature of notarial officer	
Printed name of notarial officer	
9 - (- 202 O	
My commission expires	

## ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.	
Dated this day of, 2018.	
CITY OF CEDAR FALLS, IOWA	
James P. Brown, Mayor	_
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
STATE OF IOWA ) ss. COUNTY OF BLACK HAWK )	
This instrument was acknowledged before me on, 2018, but James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Fallowa.	/ s,
Notary Public in and for the State of Iowa	
My Commission Expires:	



PARCEL 50 - CV PROPERTIES, LLC





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-

(515) 964-2020 (319) 273-8600

## CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 724 W. 1st St. Co.	unty Tax Parcel No: 8914-12-153-001
Parcel Number 50 Project Name	: West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number <u>STP-57-2(28)2c-07</u>	
THIS AGREEMENT entered into this and the City of Cedar Falls, lowa, Buyer.	_ day of, 2018, by and between Matt Free, Seller

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area See Attached Acquisition Plat See Attached Temporary Easement Area(s)

and more particularly described on page(s)  $\underline{4-6}$ , and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: CV Properties, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9.	The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:							
	None Known							
10.	The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.							
	R'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, undersigned claimants certify the total lump sum payment shown herein is just and unpaid.							
11	11/5/18							
Matt F	Free Date Name							
Fo	This record was acknowledged before me on, 2018							
	by Name(s) of individual(s)							
	Signature of notarial officer							
Printe	Brown Dolrez d name of notarial officer							
	7-1-2020							
IVIY CO	mmission expires							

BUYER'S APPROVAL	
By:	(date)
By: Jacqueline Danielsen, MMC City Clerk	(date)
MUNICIPALITIES ACKNOWLEDGMENT	
STATE OF IOWA, COUNTY OF BLACK HAV	VK, ss:
	ne on the day of, 2018, by James P. MC, City Clerk, of the City of Cedar Falls, Iowa.
My Commission Expires:	Notary Public in and for the State of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

### EXHIBIT "A"

COUNTY		BLACK	HAWK	(-2(28)2C-07 TOWNSHIP_		STATE	CONTROL	NO.		
PROJECT	NO.		STP-57	'-2(28)2C-07			PARCEL N	0	50	
SECTION	1	12 057 C F		TOWNSHIP_	89 NO	JKIH	RAN	GE	14 WEST	4.0
ROW-FEE	I CUTC	00/ 3.F.	n (	X, EASE	S.T.A		AC EXC	1 INF	LE	AC
ACCESS R	ZIGHIS ZIHDIS	ACQUIRE	י – מי ט – ט	STA	STA —		SIDE	ROAL	)	SIDE
ACQUIRED	FROM	CV PRO	OPERT	IES. LLC	=		0.52			
***										
CITY OF									Walter No. Est.	
	40.7	CL HOLE LIVE		10 Sw 10 St 10	45 * 52		19	1477-76	17 pr 17 c1	
7Ke2 (#)				13/2/3 (1/10)			1000			110110
PT Sto 45+35.6	33	wE		FOUND 1" PINCHED 0.19' NORTH OF CO HELD FOR E/W L STREET 2017 ALIGNMEN		80'%&P		L =55 R=77 CH E	1°07'02 °23'35 '.86' 5.69' 5.00' Bearing=N8	7°18′52″E Î
NW COR	NEB UE LU	T B BLOCK 3		9°22′23'E 243.49′						
VIL	LAGE OF C	T 8, BLOCK 3 EDAR FALLS ICHED PIPE	]	POINT OF BEGINNING	47+1 /31.8	81,45	PC Sta 47+7	8.52	PT Sto	48+34,21
		46+35 31.83	24	NB9°25'07"E 66.22'M 66'D	31.6		SB9*25′07"W	214.33′M	214.5'D	
sw cor	NOO°36 34.67'	754"W  LIBERT  OF TALLS  GEFFALLS  GORER FALLS  CHED RIPE	N00'36'54"W 56'0 56'3'W 56'3'W 56'0'W 56.33'W 66'0	16-39' 589'22'23 46-55.24 46-55.24 46-56  N89'21'00'E 67.04'M 6  Curve 1 A=90'02'00" D=286'28'44" T=20.01' L=31.43' R=20.00' CH Bearing=544'2 CH=28.29'	7W 0.99 K-78-78-78-78-78-78-78-78-78-78-78-78-78-	+#1.63 14 5.50		ALLEY	NE CORNER BLOCK LLAGE OF C FOUND 1"	3.9
FO	)	I hereby was prepoperformed supervisi Professic State of  II  My Licens Pages co	certify and the property of th		work was personal censed e laws of 18 - 20/8	the	WAY F	ER ) RIGH RAIL ) IDOT		
DATE REV	ISED_						house			
DATE DRA	AWN	J	ANUAF	RY 29, 2018		SC	ALE	1" =	40'	

568

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 50

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

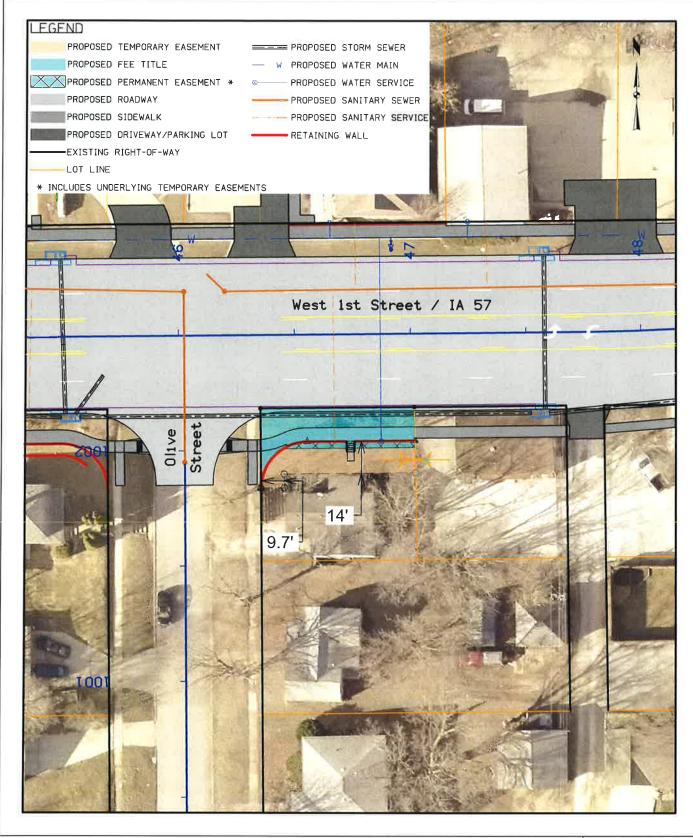
A PART OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25′07″ EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19′24″ EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 8, A DISTANCE OF 14.62 FEET; THENCE SOUTH 89°22′23″ WEST, 46.39 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.43 FEET AND WHOSE CHORD BEARS SOUTH 44°24′07″ WEST, 28.29 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°36′54″ WEST ALONG SAID WEST LINE, 34.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1,057 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.



PARCEL 50 - CV PROPERTIES, LLC







SCALE:

1"= 40"

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-

(515) 964-2020 (319) 273-8600

## CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address	: 724 W. 1 <sup>st</sup> St. <b>Cour</b>	nty Tax Parcel No: 8914-12-15	3-001
Parcel Number 50	Project Name: _	West 1st Street Cedar Falls IA	57 Reconstruction Project
Project Number _	STP-57-2(28)2c-07		p
THIS AGREEMENT Seller and the City	entered into thisd of Cedar Falls, Iowa, Buy		and between Caitlin Connelly,
1 D	- 4- h C-ll hh.	, company Collows Is combald interes	at in the fallentine week actual

 Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

> See Attached Legal Description of Acquisition Area See Attached Acquisition Plat See Attached Temporary Easement Area(s)

and more particularly described on page(s)  $\underline{4-6}$ , and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: CV Properties, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9.	The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:  None Known
10.	The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.
	ER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, undersigned claimants certify the total lump sum payment shown herein is just and unpaid.
At Carrier	Connelly Date Connelly
Caltill	Toolineily Date Name
Fo	or an acknowledgment in an individual capacity:
	State of lows County of BLACIE HAWK
	This record was acknowledged before me on Nov. Z, 2018
	by Caitlin Countary Name(s) of individual(s)
	Signature of notarial officer
Printe	Brian Deprez Commission Number 736424 My Commission Expires September 1, 2020

Page 2 of 3

BUYEF	R'S APPROVAL				
Ву:					
Jar	nes P. Brown, Mayor	(date)			
Ву:					
Jac	cqueline Danielsen, MMC y Clerk	(date)			
MUNIC	IPALITIES ACKNOWLEDGMENT				
STATE	OF IOWA, COUNTY OF BLACK HAW	/K, ss:			
	strument was acknowledged before m Mayor, and Jacqueline Danielsen, MM			<sub>*</sub> 2018, I	oy James P
My Cor	nmission Expires:		Notary Public in and for the State of	lowa	

## IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY _		BLAC	K HAWK				ONTROL NO.		
PROJECT	NO.		STP-57	-2(28)2C-07		PAF	RCEL NO	50	· · · · · ·
SECTION		12		TOWNSHIP	89 <u>NOF</u>	KIH _	RANGE_	14 WES	31
ROW-FEE.	1,	05/ S.F.		XC, EASE _ STA	CTA	<i>F</i>	C EXCESS-	-FEE	AC
ACCESS R	IGHTS	ACQUIR	-D - S	STA STA	- STA		SIDE DOV	'L	21DE
ACCESS R	EDUM	ACUUIR	UDEBT	IES, LLC	51A		_310L NOF	\U	3100
ACQUIRED	I I(UIVI	CVPR	OLEKI	ILS, LEC					
CITY OF	CEDAR	FALLS,	IOWA						
		CE-WALL STEEL		DAME OF THE SEC.	1 / 1 / 1 / 1 / 1 d		AND	MUSA PER	
duce.				089E4 3E0	Σ.	600			rufs.
PT Sto 45+35.6 NW CDR VIL FOL		OT 8. BLOCK SEDAR FALLS NCHED PIPE	38 N8	FOUND 1" PINCHE 0-19' NORTH OF HELD FOR E/W  STREET 2017 ALIGNM 9'22'23'E 243.49'  POINT OF BEGINNING N89°25'07"E 66.22'M 66'1	27-81 31.88	.45 S	D= T= L= R= CH CH Sto 47+78.52	=55.68′ PT S	N87°18′52″E to 48+34.21
	34.67′	OLIVE STREET	N00'36'54"W 132.67"W 132'F W00'36'54"W 66'D W66.33"W 66'D	N89'21'00'E 67.04'M  Curve 1	23 W 25 N 25	DUND 3/4" ' SOUTH OF	LEY.	VILLAGE OF FOUND 1'	R OF LOT 1 CK 38 CEDAR FALLS IRON ROD
SW CORN VII.	)	perform supervi: Profess State o  My Licer Pages o	y certifored an ed by me sion and sion and ladingle for the formation of t	y that this land s d the related surv or under my direc that I am a duly nd Surveyor under  DAT number 18643 wal Date is Decemb by this seal:	the laws of the la	ne	FOUND SECORNER FOUND RIGHT WAY RAIL FOUND IDENTIFY (UNLESS IN 1997)	GHT OF	
DATE REV	/ISED								
DATE DRA				RY 29, 2018		SCALI	F1"	= 40'	
DAIL DIV	TITLE					JUNE			

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 50

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

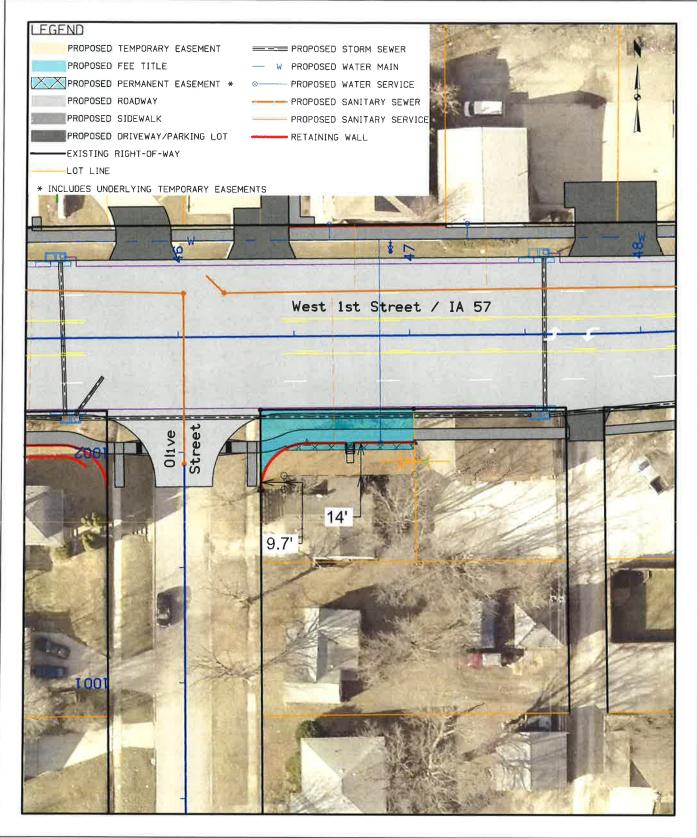
A PART OF LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8 OF, BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19'24" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 8, A DISTANCE OF 14.62 FEET; THENCE SOUTH 89°22'23" WEST, 46.39 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.43 FEET AND WHOSE CHORD BEARS SOUTH 44°24'07" WEST, 28.29 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTH 00°36'54" WEST ALONG SAID WEST LINE, 34.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (1,057 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE NORTH LINE OF BLOCK 38 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°25'07" EAST.



PARCEL 50 - CV PROPERTIES, LLC

Jown





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 923 W. 1st St. PARCEL NO. 24	COUNTY TAX PARCEL NO.8914-11-228-014
PROJECT NO. STP-57-2(28)-2C-07	
PROJECT NAME: West 1st St. / IA 57 PCC Pav	ement Reconstruction
THIS AGREEMENT entered into this day Jeffery S. Johnson and Jillynn S. Johnson, Selle	of, 2018, by and between er, and the City of Cedar Falls, Iowa, Buyer.
and temporary easement agreements, fu	ne Buyer a warranty deed, permanent utility easement urnished by the Buyer, and the Buyer agrees to erest in real estate, hereinafter referred to as the ached Exhibits
FEE Acquisition See attached	
Permanent Easement See attached	
Temporary Easement See attached	
and which include the following improver	ments of whatever type situated on the premises:

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the

premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Agreed Performance	
\$\$ \$\$ \$\$26,387.00 \$\$26,400.00	on right of possessic on conveyance of titl on surrender of poss on possession and conveyance TOTAL LUMP SUM	е	60 days after Buyer approval
BREAKDOWN:	ac. = acres sq. ft. = squa	re feet	
Land by Fee Title Permanent Utility Eas Temporary Easement Miscellaneous/Other Buildings Severance Damages	ement <u>1,464</u> sq. ft. 1,788 sq. ft.		

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except:

  UNKNOWN
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of lowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are:

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of <u>9</u> pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as

tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Collon Staleun	11-5-18	allimis Johnson	11-5-18
Jeffery S. Johnson	Date	Jillynn 8. Johnson	Date
For an acknowledge	nent in an individual car	pacity.	

County of Buck House

This record was acknowledged before me on \_\_\_\_\_\_\_, 2018

by Teffery S. Johnson: Jilyn S. John Name(s) of individual(s

Signature of notarial officer

Printed name of notarial officer

0505-1-3

State of

My commission expires

BRIAN DEPREZ
Commission Number 736424
My Commission Expires
September 1, 2020

BUYER'S APPF	ROVAL				
By: James P. Br	own, Mayor	(date)			
By:	Danielsen, MMC	(date)			
MUNICIPALITIE	S ACKNOWLEDGMENT				
STATE OF IOW	A, COUNTY OF BLACK H	IAWK, ss:			
This instrument James P. Browr	was acknowledged before n, Mayor, and Jacqueline D	me on the _ Danielsen, M	day of MC, City Clerk,	of the City of Ced	, 2018, by dar Falls, lowa.
			Notary Public in	and for the Stat	e of lowa

# IOWA DEPARTMENT OF TRANSPORTATION

# ACQUISITION PLAT

		EXHIBIT	"A"		
COUNTY	BLACK HA	WK	STATE	CONTROL NO.	
PROJECT NO.	STP	-57-2(28)2C-07		PARCEL NO	24
SECTION	11	TOWNSHIP	89 NORTH	RANGE	14 WEST
ROW-FEE1,1	136 S.F.	<b>&gt;</b> C, EASE		_ AC EXCESS-	FEEAC
ACCESS RIGHTS	ACQUIRED -	>C, EASE - STA	STA	MAIN LIN	ESIDE
ACCESS RIGHTS	ACQUIRED -	- STA	STA	SIDE ROA	DSIDE
ACQUIRED FROM	JEFFER	Y S. & JILLYNN S	. JOHNSON		
CITY OF CEDAR	FALLS, IO		1.00		100 10 II
	18	N89°27′10°E 144.67′M 14		189°27′10°E 109.74′M 118	*
	1/1	NE CORNER OF THE SOUTH 2 OF THE WEST 22' OF LOT HUMBERT ADDITION	5	DOUG	Tue (
NW CORNER	LOT 1	HUMBERT ADDITION	166	SOUTH 22' OF	THE
HUMBERT AS FOUND 1/2	PIPE		69,71'M	NE CORNER OF SOUTH 22' OF EAST 110' OF L HUMBERT ADDIT FOUND 1/2" RE	10N 49,507H&P
1,570			69. SØ8	101 4	DAK.
1800 120 2 180		NW CORNER OF THE SOUTH	B' N	0.400.000	
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2 - 10-	220.			S AMILIAN	- EI 37%
THE P. VENDER	MCTMTON E	-1 1	75.0	5	STREET
	220.03,		Σ0	N - 1 - 10	
		NIM COUNTY OF THE COUNTY	24.9 SØ1	- Jin	COLLEGE
	908.27.17.E	NW CORNER OF THE SOUTH OF THE EAST 44' OF LOT HUMBERT ADDITION FOUND 3/4" REBAR	2		10/6
1 1	200	FOUND 3/4" REBAR	125		ż
SW CORNER LOT B. BLO	CK 16		N		
SW CORNER LOT B. BLO A. MULLARKY'S ADDIT FOUND PIN ORANGE PLASTIC CAP	TON		75.0 47.E	AL 1 10 a	
ORANGE PLASTIC CAP	(6303 ]		75.20'M SØ0*40'A	12.4	
	49+35.84		28.2 808.2	41+81,44	1 1 1
N00°27′ 7.72′	17"W	N89°22′23″E 146	.40"	\$00° 40' 47"E	
N89°24'13'E 115		S89°24′13″W 146	. 43'	589°24'13'W 109.64'M III	20 7
	48+35,82 39,78			41+81.45 39.70	SE CORNER LOT 3
	39.78	SE CORNER LOT HUMBERT ADDITI FOUND 1/4" PI	DN BEGINNING		FOUND 1/2" REBAR
		WEST IST STREET 20 NB9*22'23'E 108	00.40/	FOUND 4 (45 BIRE O	277
FOUND	0 1/2" PIPE 1.2 DRTH OF CORNER O FOR E/W LINE	1 200		FOUND 1/4" PIPE 0.2 NORTH OF CORNER HELD FOR E/W LINE	PC Sta 43+77.48
PI Sta 32+96.99 NEI	D FOR E/W LINE	088		L HELD FOR EXW LINE	PC 3ta 43+77.40
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PEA	1		A Street Williams	1	
- 1		16.59°	12 W. C.		
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					A
	l hereby cert was prepared	rify that this land surve and the related survey w	ying document ork was		¢
20154650990pp	necformed by	me or under my direct pe and that I am a duly ∣ice Land Surveyor under the	recond		\$300%
gir contact the	Professional State of low	Land Surveyor under the	lows of the		W-OF E
	-	-101	0 20 16		20118
Ser count Vale	TERM	COADY DATE:	8-2018	▲ FOUND SEC	TION
\$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		CORNER	10.1
		se number <u>18643</u>		FOUND RIGI	HT OF
ARTHUR HOUSE	-	enewal Date is December 3		WAY RAIL	4
The second secon		d by this seal:			T ALUM. CAP THERWISE NOTED)
	- FXHIBIT	"A" ONLY		0' 30'	1HERWISE NOTED)
				1 30	

581

1" = 60'

JANUARY 29, 2018

DATE REVISED \_\_\_\_\_

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 24

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, OF SAID HUMBERT ADDITION; THENCE SOUTH 89°24′13″ WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND LOT 2 OF HUMBERT ADDITION, 109.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 22.00 FEET OF SAID LOT 2 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°24′13″ WEST ALONG SAID SOUTH LINE OF LOT 2 AND LOT 1, A DISTANCE OF 146.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°27′17″ WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 7.72 FEET; THENCE NORTH 89°22′23″ EAST, 146.40 FEET TO THE EAST LINE OF SAID WEST 22.00 FEET OF LOT 2; THENCE SOUTH 00°40′47″ EAST ALONG SAID EAST LINE, 7.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,136 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

# EXHIBIT "A"

COUNTY	BLACK HA	WK	STATE	CONTROL NO.	G830
PROJECT NO	STP	-57-2(28)–2C-07		PARCEL NO.	24
SECTION	11	TOWNSHIP	89 NORTH	RANGE	14 WEST
ROW-FEE		AC, EASE <u>1.4</u>	64 S.F.	_ XC EXCESS-F	EEAC
ACCESS RIGHTS	ACQUIRED -	- STA	STA	MAIN LINE	SIDE
ACCESS RIGHTS	IEEEEDY	S. & JILLYNN S.	1UHNZUN	31DE MOAL	3100
ACQUINED INDM	JEFFERI	3. Q DILLINN 3.	301113011		
CITY OF CEDAR	FALLS, IO	W A			
EASEMENT ACQUI					
				NB9'27'10'E 109.74'M 110	en sat il 1
	- 1	N89"27'10"E 144,67'M		NB9-27-10-E 10-17-4 M 11-	<del>* )</del>
	//	NE CORNER OF THE SOUTH OF THE WEST 22' OF LO HUMBERT ADDITION	T 5 0 00		THE (
NW HI 1975	CORNER LOT 1 BERT ADDITION IND 1/2" PIPE	HUMBERT AUDITION	78'D	SDUTH 22' OF EAST 110' OF L	THE OT 5
			E9.71'M SØ0'53'	NE CORNER OF SOUTH 22' OF EAST 110' OF L HUMBERT ADDIT FOUND 1/2' RE	10N 44.58/MAR
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	888	FOUND 3/4" REBAR	0 at 1 at 1 at 1 at		
SW CORNER LOT 8, BL	DCK 16		75:0	1	
SW CORNER LOT 8, BL A. MULLARKY'S ADD FOUND PIN DRANGE PLASTIC CAP	#6505		ΣĠ	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	0°27'17"W-	48+35,87 57,58	41+81.43 57.50	-S00° 40′ 47″E 10.0	00"
	10.00' 40+35.84 47.50	- N89*22'23"E 1	46.36	47.58 POINT OF BEGINNING	
Na Na	7.72' W'717'E'00	S89*22'23"W 1	16.40'	- N00*40'47'W 7.80'	
	15.60'M 1[5.5'D	589°24′13°W 146	.43'	\$89°24'13'W 109.64'M 11	/
1.21 1.21	ND 1/2" PIPE NORTH OF CORNER FOR E/W LINE	SE CORNE HUMBERT FOUND 17	R LOT 1 AUDITION	SE CORNER HUMBERT ADD FOUND 1/2"	.DT 3
					HEHAR
	STREET 2017 ALIC 2′23°E 1080.49′	FOUND	1/4" PIPE RTH OF CORNER OR E/W LINE		PC Ste 43+77.48
Pl Sta 32+96.99		HELD F	OR E/W LINE		PC 5ta 43F/7.48
				<u> </u>	
<u>_</u>				1	
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	l hereby cert	tify that this land surv and the related survey	eying document		ļ,
(02/9/00)	I performed by	me or under my direct o	ersonal		I
15 1950000000000000000000000000000000000	Professional State of low	and that I am a duly lic Land Surveyor under the	laws of the		w⊰O⊱E
		-10 -			
SE DADY	TF	Y COADY DATE:	3-2018	▲ FOUND SECT	ION
18 \ 18L4 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				CORNER	
* * * * * *		se number 18643	31 2010	FOUND RIGH	IT OF
The street of th		enewal Date is December d by this seal:			T ALLIM CAD
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DATE REVISED					
		JARY 29, 2018		ALC 1"=	60'
DATE DRAWN		· · · · · · · · · · · · · · · · · · ·		ALE	

583

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 24

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

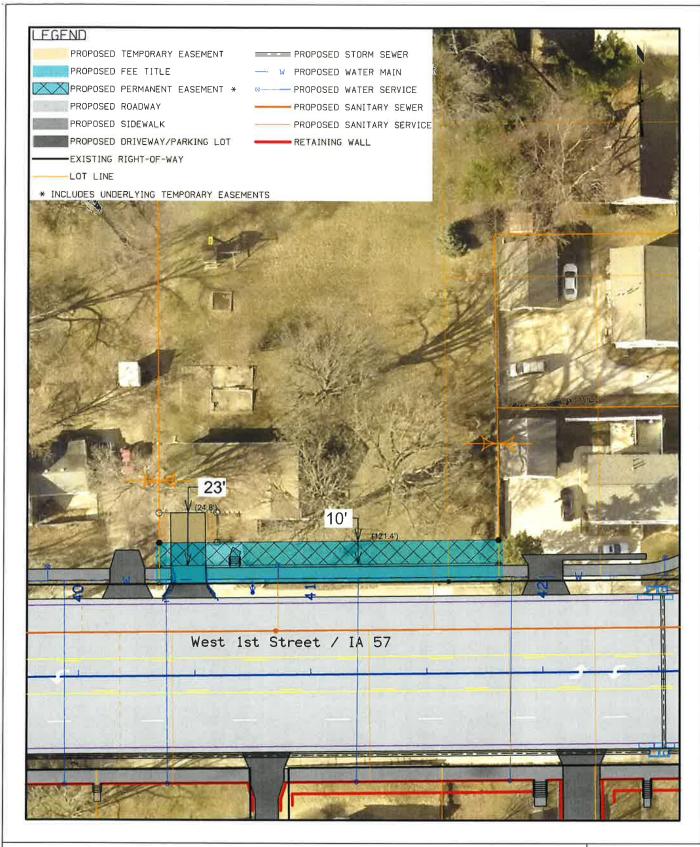
A PART OF LOT 1 AND A PART OF LOT 2 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, OF SAID HUMBERT ADDITION; THENCE SOUTH 89°24′13" WEST ALONG THE SOUTH LINE OF SAID HUMBERT ADDITION, A DISTANCE OF 109.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 22.00 FEET OF SAID LOT 2; THENCE NORTH 00°40′47" WEST ALONG THE EAST LINE OF SAID WEST 22.00 FEET OF LOT 2, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22′23" WEST, 146.40 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°27′17" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22′23" EAST, 146.36 FEET TO SAID EAST LINE OF THE WEST 22.00 FEET OF LOT 2; THENCE SOUTH 00°40′47" EAST ALONG SAID EAST LINE OF THE WEST 22.00 FFET OF LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,464 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24′13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 24 - JEFFERY S. & JILLYNN S. JOHNSON







SCALE: 1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-07

WHEN RECORDED RETURN TO: City Clerk – City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613 (319)273-8600

#### PUBLIC UTILITY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jeffery S. and Jillynn S. Johnson, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, though, and across the following described real estate:

#### See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

## **Public Utility**

- 1. <u>Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.</u>
  Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
- 2. <u>Change of Grade Prohibited</u>. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

- 3. <u>Right of Access</u>. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- 4. <u>Property to be Restored</u>. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
- 5. <u>Liability</u>. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
- 6. <u>Easement Benefit</u>. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. <u>Easement Runs with Land</u>. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. <u>Approval by City Council</u>. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
- 9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

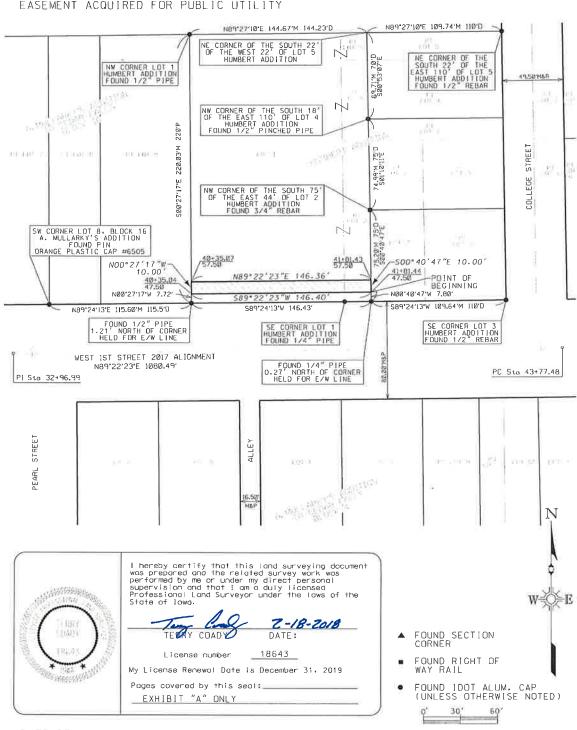
IN WITNESS WHEREOF, we have hereunto affixed our hands this day of, 2018.
Johnson Date Date Johnson Date Johnson
STATE OF IOWA ) ss:
COUNTY OF BLACK HAWK )
This record was acknowledged before me on this _5 day of _ Week, 2018, by
Notary Public in and for the State of lowa
ACCEPTANCE OF PUBLIC UTILITY EASEMENT
The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.
Dated this, 2018.
CITY OF CEDAR FALLS, IOWA
James P. Brown, Mayor  ATTEST
Jacqueline Danielsen, MMC, City Clerk
STATE OF IOWA ) ) ss. COUNTY OF BLACK HAWK )
COUNTY OF BLACK HAWK )
I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Besolution No, passed on the day of, 2018, and this certificate is made pursuant to authority container in said Resolution.
Signed this, 2018.

## IOWA DEPARTMENT OF TRANSPORTATION

# ACQUISITION PLAT EXHIBIT "A"

COUNTY		BLACK HA	AWK	STATE	CONTROL NO.		
PROJECT	NO.	STI	P-57-2(28)2C-07		PARCEL NO	24	
SECTION		11	TOWNSHI	B9 NORTH	RANGE	14 WEST	
ROW-FEE			AC, EASE	1,464 S.F.	_ XC EXCESS-F	EE	AC
ACCESS F	RIGHTS	ACQUIRED	- STA	STA	MAIN LINE		SIDE
ACCESS I	RIGHTS	ACQUIRED	- STA	STA	SIDE ROAD		SIDE
ACQUIRE	) FROM	JEFFERY	S. & JILLYNN	S. JOHNSON			

CITY OF CEDAR FALLS, IOWA EASEMENT ACQUIRED FOR PUBLIC UTILITY



DATE REVISED.

DATE DRAWN \_\_\_\_\_\_\_ JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 24

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, HUMBERT ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, OF SAID HUMBERT ADDITION; THENCE SOUTH 89°24′13" WEST ALONG THE SOUTH LINE OF SAID HUMBERT ADDITION, A DISTANCE OF 109.64 FEET TO THE SOUTHEAST CORNER OF THE WEST 22.00 FEET OF SAID LOT 2; THENCE NORTH 00°40′47" WEST ALONG THE EAST LINE OF SAID WEST 22.00 FEET OF LOT 2, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22′23" WEST, 146.40 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°27′17" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22′23" EAST, 146.36 FEET TO SAID EAST LINE OF THE WEST 22.00 FEET OF LOT 2; THENCE SOUTH 00°40′47" EAST ALONG SAID EAST LINE OF THE WEST 22.00 FFET OF LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,464 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF HUMBERT ADDITION ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

## OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jeffery S. and Jillynn S. Johnson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibits

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Jeffery S. Johnson Date Julynn S. Johnson	//- 5 - (8 Date
For an acknowledgment in an individual capacity:	
County of Back Howk	
This record was acknowledged before me on	

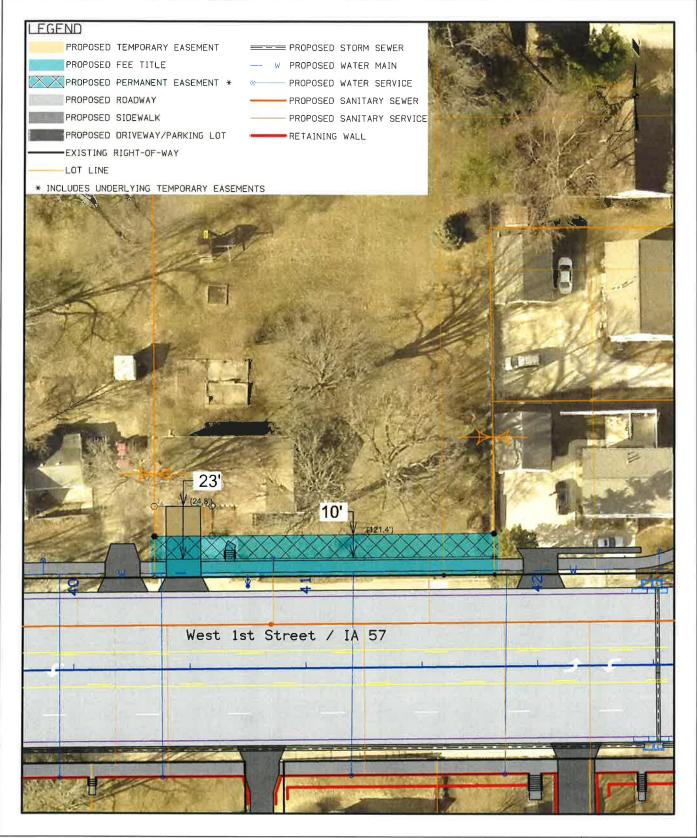
Y- (-2026

My commission expires

BRIAN DEPREZ
Commission Number 736424
My Commission Expires
September 1, 2020

# ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), doe Easement.	es hereby accept and approve the foregoing
Dated this day of	, 2018.
	CITY OF CEDAR FALLS, IOWA
	James P. Brown, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
STATE OF IOWA ) ss.	
COUNTY OF BLACK HAWK )	
This instrument was acknowledged before me James P. Brown, Mayor, and Jacqueline Danielse lowa.	e on, 2018, by n, MMC, City Clerk, of the City of Cedar Falls,
	Notary Public in and for the State of Iowa
My Commission Expires:	
<del></del>	



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 24 - JEFFERY S. & JILLYNN S. JOHNSON

Jour S





SCALE: 1"= 40'

1 - 40

DATE: 02/08/2018

PROJECT #: STP-57-2(28)--2G-07

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1301 W. 1st St. PARCEL NO. 7	COUNTY TAX PARCEL NO.8914-11-208-005
PROJECT NO. STP-57-2(28)-2C-07	
PROJECT NAME: West 1st St. / IA 57 PCC Pa	avement Reconstruction
THIS AGREEMENT entered into this d Kelley J. Ruehs Seller, and the City of Cedar I	
and temporary easement agreements,	o the Buyer a warranty deed, permanent utility easement furnished by the Buyer, and the Buyer agrees to interest in real estate, hereinafter referred to as the ttached Exhibits
FEE Acquisition See attached	
Permanent Utility Easement See attached	
Temporary Easement See attached	
and which include the following improv	rements of whatever type situated on the premises:
	≦●2

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agree	ed Performa	ance	Date
\$ \$	on cor	nt of posses	f title	
\$\$		render of p ssession ar vance		60 days after Buyer approval
\$24,300.00		L LUMP SU	JM	
BREAKDOWN: ad	c. = acres	sq. ft. = so	quare feet	
Land by Fee Title Permanent Utility Easen Temporary Easement Miscellaneous/Other lan Buildings Severance Damages	963	_sq. ft.	\$ 7,403 \$ 3,20 \$ 1,693 \$ 12,04 \$	1.00

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of <u>9</u> pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and

unpaid.			
Ulley Pasky	11-16-18	DM7CA	11/16/18
Kelley J./Ruehs	Date	KENT ROBERT L.	Date
			GORSOK
For an acknowledg	ment in an individual capacity:		
•			
State of			

County of BLACK HAWK This record was acknowledged before me on \_\_\_\_\_\_\_\_\_, 2018

Signature of notarial officer

Printed name of notarial

9-1-2020 My commission expires

**BRIAN DEPREZ** Commission Number 736424 My Commission Expires September 1, 2020

BU	UYER'S APPROVAL	
By:	y:	
,	y:	
MUI	UNICIPALITIES ACKNOWLEDGMENT	
STA	TATE OF IOWA, COUNTY OF BLACK HAWK, ss:	
This Jam	nis instrument was acknowledged before me on the day of nmes P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Ce	, 2018, by dar Falls, Iowa
	N. I. D. I.	
	Notary Public in and for the Sta	e of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

# EXHIBIT "A"

COUNTY	BLACK HAWK		STATE CO	VTROL NO	
PROJECT NO.	STP-57-2(28)	-2C-07 FOWNSHIP 5	PAR	CEL NO.	7
SECTION	11	[OWNSHIP	39 NORTH	RANGE	14 WEST
ROW-FEE	673 S.F. X	. EASE	A	C EXCESS-F	E.EAC
ACCESS RIGHT	S ACQUIRED - STA	ST/		MAIN LINE	SIDE
ACCESS RIGHT	S ACQUIRED - STA	S1/	4	21DF KOAD	SIDE
ACOUTRED FRU	M KELLY J. RUE	112			
CITY OF CEDA	R FALLS, 10WA				
Curve 1 $\Delta$ =90°22′32″ D=286°28′44″ T=20.13′ L=31.55′ R=20.00′ CH Bearing=N4 CH=28.38″	SE CORNER LOT 1. D.E. MULLARKEY'S FOUND 1/2" F	BLOCK 8 ADDITION REBAR	65.89°M&P		
	ALLEY	N891917E 65.99M 66'P	`  -		7
SW CORNER LOT 7. BLOC O.E. MULLARKEY'S ADDIT FOUND 1 PINCHED PIF		79-32-58 67-63 29-12-58 47-56 45-84	S00°46′35″E	SE CORNER OF 71.125' OF LOI 1. MULLARKY'S FOUND 1-1/4" P	THE WEST 16 G ADDITION INCHED PIPE
1	65.97'M 66'P N89'21'22'E	65.97'M 66'P S89°21'22"W	N89"21"22"E 137.	10'M 137.125'P	
Pl Sta 26+35.67	28-66.72/ 35,48 WEST IST STREET 2017 AL N89'35'56'E 661.12'	POINT OF BEGINNING IGNMENT	36.76	48x000000	PI Sto 32+96.99
14.0		41	OIVISION STREET		
THE A	I hereby certify that was prepared and the reperformed by me or uncompervision and that I Professional Lond Surv State of lowa.  License number My License Renewal Dary Pages covered by this EXHIBIT "A" ONLY	related survey work for my direct person am a duly licensed reyor under the lows  2-/8-2  DATE:  18643  te is December 31.	was all of the	FOUND SECTION CORNER FOUND RIGHT WAY RAIL FOUND LOOT	OF
	ZANTOTT M DINC			0' 30'	601
DATE REVISED					
	JANUARY 29,	2018	CCALE	1" = 6	60'
DATE DRAWN _			SCALE	-	

599

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 7

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21′22″ EAST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 65.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°47′01″ WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 9.02 FEET; THENCE NORTH 89°35′56″ EAST, 45.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.55 FEET AND WHOSE CHORD BEARS NORTH 44°24′41″ EAST, 28.38 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°46′35″ EAST ALONG SAID EAST LINE, 28.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 89°21′22″ WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 65.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (673 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY	BLACK HAWK		STATE CO	NTROL NO	
PROJECT NO.	BLACK HAWK STP-57-2(28)-	2C-07	PAR	CEL NO.	7
SECTION	11	TOWNSHIP 89 N	IORTH	RANGE1	4 WEST
ROW-FEE	AC	, EASE 302 3.F	· A	KL EXCESS-FEI	E AC
ACCESS RIGHTS .	ACQUIRED - STA	STA		MAIN LINE _	SIDE
	ACQUIRED - STA_			_SIDE RUAD_	SIDE
ACQUIRED FRUM	KELLY J. RUENS				
CITY OF CEDAR EASEMENT ACOUI	FALLS, IOWA RED FOR PUBLIC U  SE CORNER L  0.E. MULLAR FOUND 1  ALLEY  20:66.50 57.50  N00° 47' 01'W 10.00  POINT OF BEGINNING  N808' 47' 91'W 10.00	DT 1. BLOCK 8  KEY'S ADDITION /2" REBAR  65.99M 66'P NB91917E  0.221 29.22.57.50  N89°35'56"E 63.23'  45.84  KS9°35'56"E GS.97M 66'P NS9°35'56"E GS.97M 66'P NS9°35'556"E NS9°35'556"E NS9°35'56"E NS9°35'555"E SS9°35'555"E SS9°35'55"E SS9°35'	ET 2017 ALIGNM 56"E 661,12'	SE CORNER OF 71.125' DF LOT A. MULLARKY'S FOUND 1-1/4" PI	4" =S59°35′56"W
	The case of the ca	FT 245 (	60009 STREET	LOT II	Z
TERRY COADY 18643	performed by me or under the supervision and that is professional Land Survision and Fund Survision and Fundamental License number.  My License Renewal Date Pages covered by this EXHIBIT "A" ONL'	am a duly licensed reyor under the laws of T-18-26 DATE: 18643 te is December 31, 2019	the	FOUND SECTIO CORNER FOUND RIGHT WAY RAIL FOUND IDOT A (UNLESS OTHE	OF

JANUARY 29, 2018

DATE DRAWN \_\_\_\_\_

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 7

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

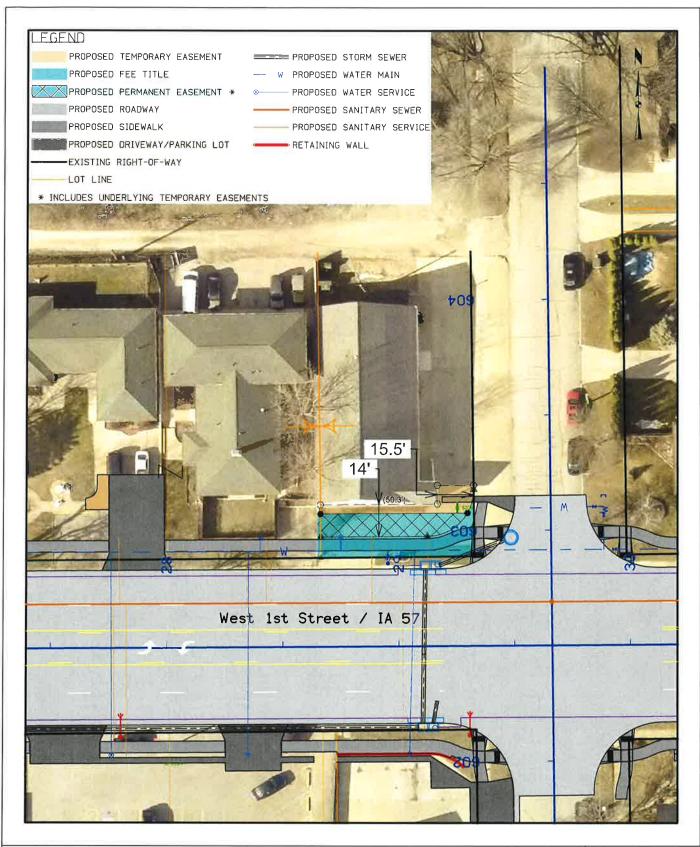
A PART OF LOT 8 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 65.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°47'01" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 9.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'01" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°35'56" EAST, 63.23 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS SOUTH 59°35'56" WEST, 20.00 FEET; THENCE SOUTH 89°35'56" WEST, 45.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (582 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 7 - KELLY J. RUEHS

Jane 1





SCALE:

1"= 40'

AIE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-07

WHEN RECORDED RETURN TO: City Clerk – City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, 1A 50613 (319)273-8600

## **PUBLIC UTILITY EASEMENT**

#### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kelly J. Ruehs-Gregorsok and Robert L. Gregorsok, of the County of Black Hawk, State of Iowa, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, though, and across the following described real estate:

#### See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

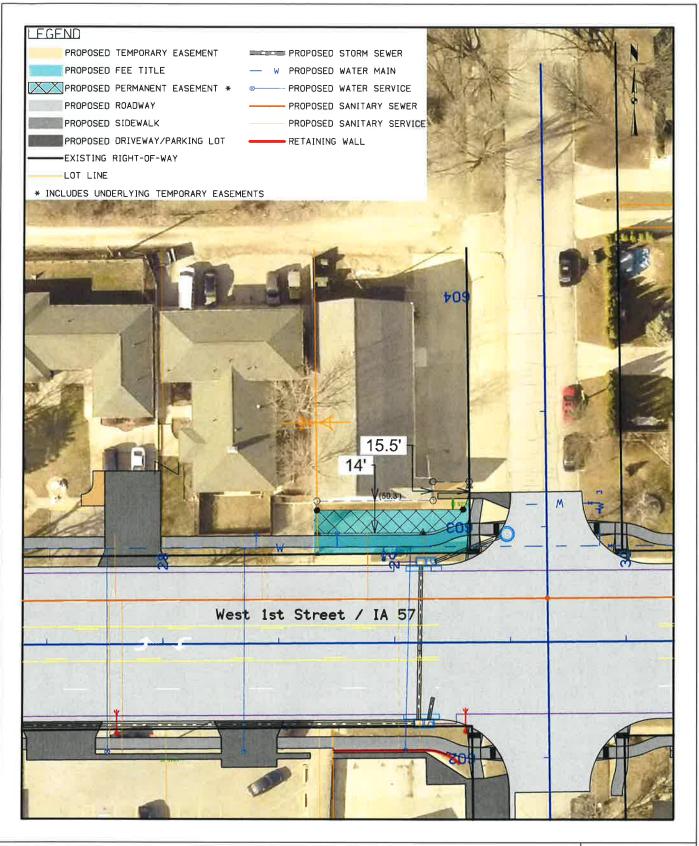
## **Public Utility**

- 1. <u>Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.</u>
  Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
- 2. <u>Change of Grade Prohibited</u>. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferee elevation.

- 3. <u>Right of Access</u>. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- 4. <u>Property to be Restored</u>. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
- 5. <u>Liability</u>. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
- 6. <u>Easement Benefit</u>. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
- 7. <u>Easement Runs with Land</u>. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 8. <u>Approval by City Council</u>. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
- 9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

<b>IN WITNESS WHEREOF,</b> we have hereunto a 2018.	ffixed our hands this day of,
Kelley J. Ruehs-Gregorsok Date	Robert L. Gregorsok Date
STATE OF IOWA ) ) ss: COUNTY OF BLACK HAWK )	
This record was acknowledged before me on this	day of <u>NOVEMBER</u> , 2018, by
Kelley J. Ruehs-Gregorsok and Robert L. Gregorso  BRIAN DEPREZ Commission Number 736424 My Commission Expires September 1, 2020  ACCEPTANCE OF PUB	Notary Public in an for the State of Iowa  LIC UTILITY EASEMENT
The City of Cedar Falls, Iowa ("Grantee"), does her	reby accept and approve the foregoing Easement.
Dated this day of	, 2018.
	CITY OF CEDAR FALLS, IOWA
ATTEST	James P. Brown, Mayor
Jacqueline Danielsen, MMC, City Clerk	
STATE OF IOWA ) ) ss. COUNTY OF BLACK HAWK )	
COUNTY OF BLACK HAWK )	
the foregoing Public Utility Easement was duly app Cedar Falls by by Resolution No	f the City of Cedar Falls, Iowa, do hereby certify that roved and accepted by the City Council of the City of, passed on the day of,
2018, and this certificate is made pursuant to author Signed this day of	



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 7 - KELLY J. RUEHS





SCALE: 1"= 40'

DATE:

02/08/2018

PROJECT #: STP-57-2(28)-

607

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

# EXHIBIT "A"

COUNTY	BLACK HAWK	S -2(28)2C-07 TOWNSHIP 89 NOF	TATE CON	ITROL NO	
PROJECT NO	STP-57	-2(28)2C-07	PARG	EL NO.	7
SECTION					
ROW-FEE		AC, EASE 582 S.F.	×	(EXCESS-FEE	AC
ACCESS RIGHTS	ACQUIRED - S	STASTA STASTA		MAIN LINE	SIDE
ACQUIRED FROM				SIDE RUAD	2105
NOGOTHED THOM	KEEL O. I	TOE ITO			
CITY OF CEDAR EASEMENT ACOU!		_IC UTILITY	ï	Curve 1 \(\triangle = 60^\circ 00'\) \(0 = 286^\circ 28'\) 44''	6
	SE CO	ORNER LOT 1. BLOCK 8 MULLARKEY'S ADDITION OUND 1/2" REBAR	9'M&P	T=11.55' L=20.94' R=20.00' CH Bearing=S CH=20.00'	59°35′56″W
	ALLEY		-		
		65.99'M 66'P N89'19'17'E		ľ	
		a l			és s
į.		32.P	STREET		
		32.00°M 04°M 1		ĺ	
	I	132.6 132.6	DIVISION	1	
	1	200'47'0!'E 132.00'''&P 500'47'0!'E 132.00'''&P 60'47'0!'E 132.04''' 132'P 60'47'0!'E 132.04''' 148.5'P	ż	SE CORNER OF THE 71.125' OF LOT 1. A. MULLARKY'S AD FOUND 1-1/4" PINCH	WEST BLOCK 16
		\ 10		FOUND 1-1/4" PINCE	DITION ED PIPE
	28*66.60 57 NOO°47'01"W 10.	63.23'	1	1	/
	26*66.66 47 POINT OF BEGINNI		1		/
	N89*21'2	SE NODISERECT N	189'21'22'E 137.4	Ø'M 137.125'P	
SW CORNER LOT 7, BLOC O.E. MULLARKEY'S ADDI FOUND 1" PINCHED PI	CK B	66-P 65-97 66-P 29-12-50 WEST 1ST STREET			
POUND 1 PINCHED PI	PE J				9
		N89°35′56″E SW CORNER LOT B. BLOCK B		P. P.	
Pl Sta 26+35.87		SW CORNER LOT B. BLOCK B O.E. MULLARKEY'S ADDITION	N I	9798 P	Sta 32+96.99
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	*		DIVISION	l l	1
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	was prepared and	that this land surveying docume the related survey work was	en i		Ŷ
TERRY COADY	Protessional Lan	or under my direct personal that I am a duly licensed d Surveyor under the laws of the	9		
STORAL CANAL	State of Iowa.	1.0			WAKE
TERRY	12	2-18-2018		FOUND CEATION	
2	RRY C			FOUND SECTION CORNER	
	License n			FOUND RIGHT OF	
O DO		ral Date is December 31, 2019 y this seal:	190	WAY RAIL	M CAD
		ONLY		FOUND IDOT ALU (UNLESS OTHERW	
	¥?			0' 30' 60	5
DATE REVISED					
DATE DRAWN	JANUAR	Y 29, 2018	SCALE	1" = 60'	

608

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 7

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 65.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°47'01" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 9.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'01" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°35'56" EAST, 63.23 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS SOUTH 59°35'56" WEST, 20.00 FEET; THENCE SOUTH 89°35'56" WEST, 45.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (582 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

#### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this <u>(</u> day of <u>NoV.</u>, 2018, by Kelley J. Ruehs-Gregorsok and Robert L. Gregorsok, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Kelley	Ruhr	Gregorson	11-16-18
Kelley J. R	uehs-Gr	egorsok	Date

For an acknowledgment in an individual capacity:

State of \_\_\_\_\_\_\_\_

County of Brack Hawk

by Karry T. Rusts - Gracobsok : Name(s) of individual(s)

Signature of notarial officer

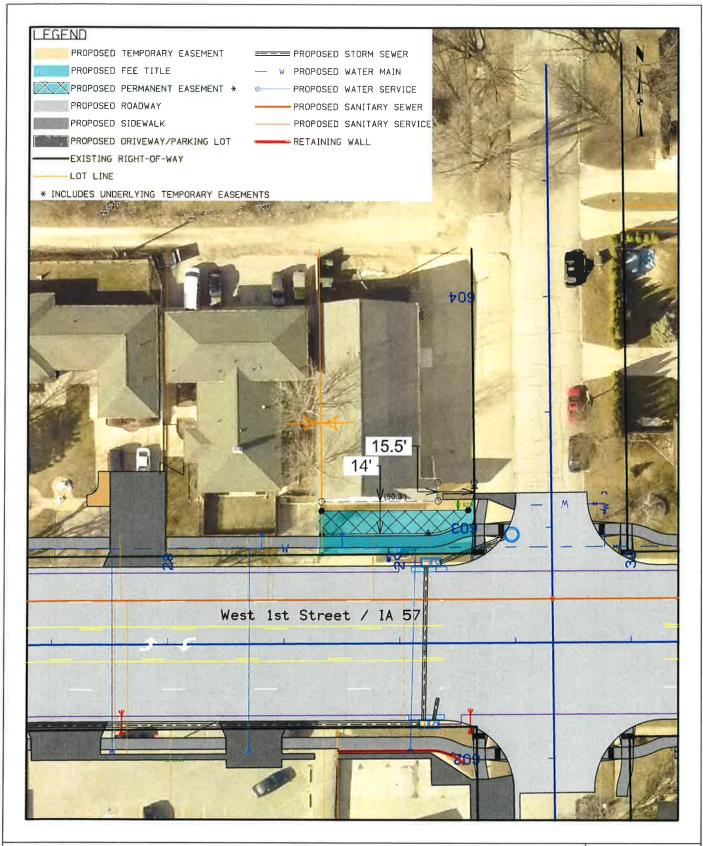
9-1-2020

My commission expires

Commission Number 736424 My Commission Expires September 1, 2020

# **ACCEPTANCE OF EASEMENT**

The City of Cedar Falls, Iowa ("Grantee"), do Easement.	es hereby accept and approve the foregoing
Dated this day of	, 2018.
	CITY OF CEDAR FALLS, IOWA
	James P. Brown, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
STATE OF IOWA ) ss.	
COUNTY OF BLACK HAWK )	
This instrument was acknowledged before m James P. Brown, Mayor, and Jacqueline Danielse lowa.	e on, 2018, by en, MMC, City Clerk, of the City of Cedar Falls,
	Notary Public in and for the State of Iowa
My Commission Expires:	
<del></del>	



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 7 - KELLY J. RUEHS

Tova





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-

(515) 964-2020 (319) 273-8600

# CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address:	1301 W. 1 <sup>st</sup> St.	County Tax Parcel No: 8914-11-208-005
Parcel Number 7	Project Name	: West 1st Street Cedar Falls IA 57 Reconstruction Project

Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by and between Cedar Valley Pediatric Dentistry, Inc., Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area See Attached Acquisition Plat See Attached Temporary Easement Area(s)

and more particularly described on page(s)  $\underline{4-8}$ , and all improvements of whatever type situated on the premises.

The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kelly J. Reuhs

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9,	The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial well, solid waste disposal site, private sewage disposal systems, hazardous substance or undergrostorage tank on the premises, except:  None Known	
10.	The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of Code of Iowa.	
	R'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buundersigned claimants certify the total lump sum payment shown herein is just and unpaid.	uyer,
Coda	r Valley Pediatric Dentistry, Inc.	
Vul	ley Rus 11-16-18	
Kelly	J. Restas Date Name	Date
For	State of	
	This record was acknowledged before me on	
	Nov. 16, 2018 (Date) by	
	Kerry J. PUEHS	
	Name(s) of individual(s) as	
	of Posan Valley Positions Denvisey, (I)c.	
	(name of party on behalf of whom record was executed).	
	Signature of notarial officer	
R.	i delica	
Printed	name of notarial officer  BRIAN DEPREZ	
_	Commission Number 736424 My Commission Expires September 1, 2020	

My commission expires

BUYER'S APPROVAL	
By:	(date)
By:	(date)
MUNICIPALITIES ACKNOWLEDGMENT	
STATE OF IOWA, COUNTY OF BLACK HAW	K, ss:
This instrument was acknowledged before m Brown, Mayor, and Jacqueline Danielsen, MM	e on the day of, 2018, by James F C, City Clerk, of the City of Cedar Falls, Iowa.
My Commission Expires:	Notary Public in and for the State of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

## EXHIBIT "A"

COUNTY	BLACK HAWK		STATE	CONTROL NO	
PROJECT NO	STP-57-2(28)-	-2C-07	P	ARCEL NO	7
SECTION	11 T	OWNSHIP	89 NORTH	RANGE14	1 WEST
ROW-FEE	673 S.F. ACQUIRED - STA _	EASE	CTA	AC EXCESS-FEE	E AC
ACCESS RIGHTS	ACQUIRED - STA _ ACQUIRED - STA _		STA	SIDE ROAD	SIDE
ACQUIRED FROM	KELLY J. RUE	HS	J1A	3101 NOAD	3102
CITY OF CEDAR	FALLS, IOWA				
Curve 1	SE CORNER LOT 1. O.E. MULLARKEY'S FOUND 1/2" F	BLOCK 8 ADDITION EBAR	66.0PM&P	200	
	ALLEY	NB9*19'17'E 65.99'M 66'P			
	28 • 66.66 47.58	29+32.58 67.63 29+12.58 47.58	588'46'35'E 132.84'M 132'P S88'46'35'E 148.54'M 148.5'P N, DIVISION STREET	SE CORNER OF TI 71.125' OF LDT 1. A. MULLARKY'S A FOUND 1-1/4" PIN	HII KIM 4
SW CORNER LOT 7. BLOCK O.E. MULLARKEY'S ADDITI FOUND 1" PINCHED PIPE	8 NOO° 47 O1 W	N89*35'56"E	S00° 46′ 35° 28.87′	E E	
FOUND 1 PINCHED PIPE	9. 02 65.97'M 66'P N89'21'22'E	A-65 97'N 66'I		137, 40'M 137,125'P	
PI Sto 26+35.87	N89'21'22' 28-66.72/ 38.48 WEST IST STREET 2017 AL N89'35'56'E 661.12'	65.97'M 66' \$89*21'22"M POINT OF BEGINNING IGNMENT	29+32,69 38,76	80.02 Was	PI Sta 32+96.99
18 J. J. 10			99 4.00 STREET	144 - 14 A	ar in
FIGURE (STUD)	I hereby certify that was prepared and the reperformed by me or und supervision and that I Professional Land Surv State of lowa.  License number  My License Renewal Data  Pages covered by this  EXHIBIT "A" ONLY	er my direct pe am a duly lice eyor under the  DATE:  18643  a is December 3 seal:	rsonal nsed laws of the	FOUND SECTION CORNER  FOUND RIGHT WAY RAIL  FOUND IDOT AN (UNLESS OTHER)	DF _UM, CAP
DATE REVISED			_		

JANUARY 29, 2018

DATE DRAWN \_\_\_\_\_

617

SCALE \_\_\_\_\_1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 7

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 65.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°47'01" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 9.02 FEET; THENCE NORTH 89°35'56" EAST, 45.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.55 FEET AND WHOSE CHORD BEARS NORTH 44°24'41" EAST, 28.38 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°46'35" EAST ALONG SAID EAST LINE, 28.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 65.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (673 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

BLACK HAWK	STA	TE CONTROL NO	
STP-57-2(28)2C	-07	PARCEL NO7	7
TOW	NSHIP 89 NORTH	RANGE 14 V	VEST
AC, E	ASE <u>582 S.F.</u>	>C EXCESS-FEE_	AC
ACQUIRED - STA	SIA	MAIN LINE	SIDE
		SIDE KUAD	
KLLLI U. NOLNS			
SE CORNER LOT 1  O.E. MULLARKEY'  ALLEY  ALLEY  ALLEY  APRIL 200 65.63 57.50  POINT OF BECINNING  N89'21'22'E  65.97'M 66'P  EN BY 100 66'S  TION PE	65.99 M 66'P  8 ADDITION REBAR  65.99 M 66'P  8 ADDITION REBAR  65.99 M 66'P  8 ADDITION REBAR  65.97 M 66'P  8 ADDITION REBAR  1338.55	R=20.00' CH Bearing=S CH=20.00'  SE CORNER OF THE 71.125' OF LOT 1.1 A. MULLARKY'S AD FOUND 1-1/4" PINCH 122'E 137.40'M 137.125'P  ' ALIGNMENT .12'	E WEST BLOCK 16 DITION 15 PIPE
was prepared and the relating performed by me or under in supervision and that I am Professional Land Surveyor State of lowa.  License number  My License Renewal Date is	ted survey work was my direct personal a duly licensed runder the laws of the DATE:  18643  s December 31, 2019	FOUND SECTION CORNER FOUND RIGHT OF WAY RAIL FOUND IDOT ALU (UNLESS OTHERW	IM. CAP
	STP-57-2(28)2C  11 TOW  AC, E  ACQUIRED - STA  ACQUIRED - STA  KELLY J. RUENS  FALLS, IOWA  RED FOR PUBLIC UTI  SE CORNER LOT 1  O.E. MULLARKEY 1  FOUND 1/2"  ALLEY  ALLEY  ALLEY  POINT OF BCCINNING  ON BCCINC ACCOUNTY  EST OF BCCINNING  ON BCCINC ACCOUNTY  EST OF BCCINC ACCOUNTY  BCC ACCOUNTY  FOUND 1/2"  SE CORNER LOT 1  O.E. MULLARKEY 1  SE CORNER LOT 1  O.E.	STP-57-2(28)-2C-07  11 TOWNSHIP 89 NORTH  AC. EASE 582 S.F.  ACOUIRED - STA STA  ACOUIRED - STA STA  KELLY J. RUENS  FALLS, IOWA  RED FOR PUBLIC UTILITY  SE CORNER LOT 1. BLOCK 8  G.E. MULLARKEY'S ADDITION FOUND 1/2" REBAR  ALLEY  S89 35 56 E S S S S S S S S S S S S S S S S S S	STP-57-2(28)-2C-07  11  TOWNSHIP  AC, EASE  SEQ. S.F.  ACQUIRED - STA  ACQUIRE

JANUARY 29, 2018

DATE DRAWN \_\_

619

SCALE \_\_\_\_\_\_1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 7

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

#### EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

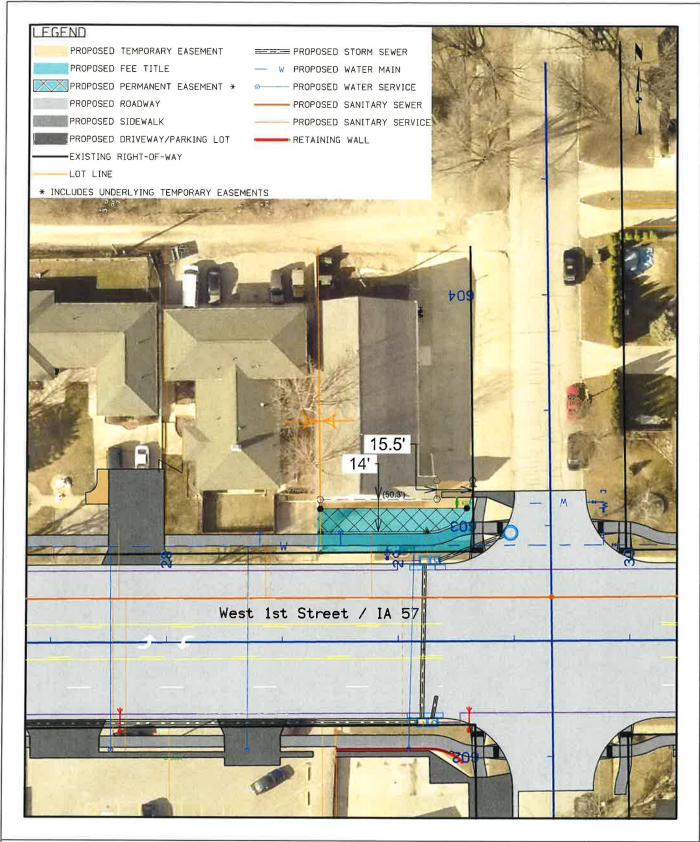
A PART OF LOT 8 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, OF SAID BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 65.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 00°47'01" WEST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 9.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'01" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°35'56" EAST, 63.23 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 20.94 FEET AND WHOSE CHORD BEARS SOUTH 59°35'56" WEST, 20.00 FEET; THENCE SOUTH 89°35'56" WEST, 45.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (582 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 7 - KELLY J. RUEHS

Toud 5





SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-2G-07

# CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1409 W. 1st St. County Tax Parcel No: 8914-11-207-006				
Parcel Number 5 Project Name: West 1st Street Cedar Falls IA 57 Reconstruction Project				
Project Number <u>STP-57-2(28)2c-07</u>				
and I				

THIS AGREEMENT entered into this <u>S</u> day of <u>Drawtor</u>, 2018, by and between Cedar Valley Medical Specialist, P.C., Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area See Attached Acquisition Plat See Attached Temporary Easement Area(s)

and more particularly described on page(s)  $\underline{4-5}$ , and all improvements of whatever type situated on the premises.

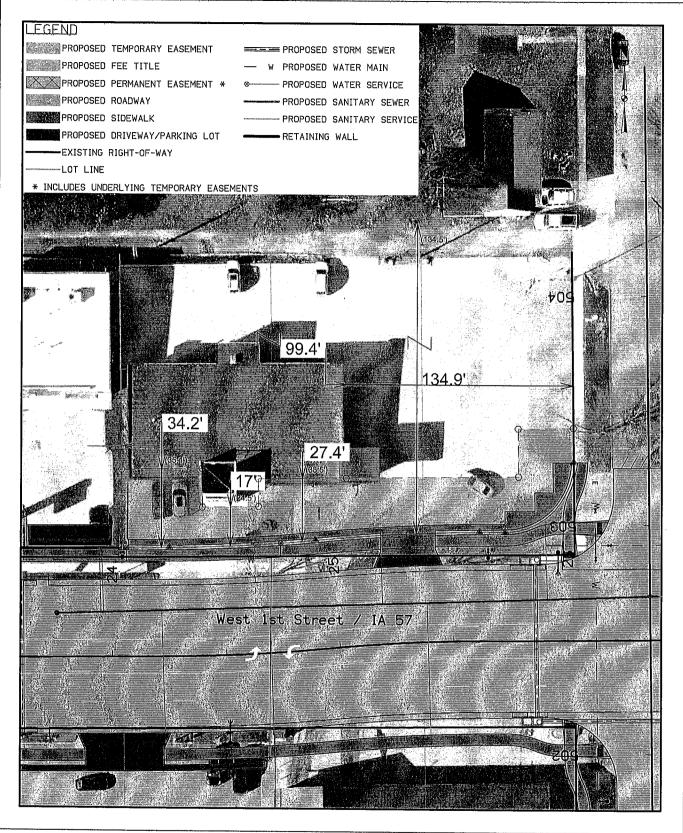
2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Happy Eyes, LLC

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- 5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:  None Known
The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.
R'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, undersigned claimants certify the total lump sum payment shown herein is just and unpaid.
Valley Medical Specialist, P.C.
Wigney (Fo.
FREY W. KEYMER, C.F.O.
PRODUCE NOTIFICAL CITION
r an acknowledgment in a representative capacity:
State of <u>ICUA</u>
County of Black Hawk.
This record was acknowledged before me on 12-3-2018
(Date) by <u>Jeffrey W</u> ,
This record was acknowledged before me on 12-3-2018  (Date) by <u>Jeffrey</u> W.  Kramer & Gilmore J. Irey.
Name(s) of individual(s) as
(type of authority, such as officer or trustee) of <u>CEDAR VALLEY MEDICAL</u> <u>SPECIALIST, P.C.</u>
Signature of notarial officer
(stamp)  CONNIE R HIX COMMISSION NO. 160858 MY COMMISSION EXPIRES JUNE 3, 2021  Onnic R. Hix Commission expires  My commission expires

BUYER'S APP	ROVAL		
By: James P. E	Brown, Mayor	(date)	
By:			
Jacqueline City Clerk	Danielsen, MMC	(date)	
MANAGERALITA		_	
MUNICIPALITI	ES ACKNOWLEDGMENT		
STATE OF IOV	VA, COUNTY OF BLACK	HAWK, ss:	
This instrument Brown, Mayor,	t was acknowledged befo and Jacqueline Danielsen	ore me on the day of n, MMC, City Clerk, of the City of Cedar Falls, Iowa.	<u>,</u> 2018, by James F
My Commission	n Expires:	Notary Public in and for the State of	lowa



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 5A- HAPPY EYES,LLC







SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)--2G-

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1409 W. 1st St.	COUNTY TAX PARCEL NO.8914-11-207-006
PARCEL NO. 5A	201 000
PROJECT NO. STP-57-2(28)-2C-07	
PROJECT NAME: West 1st St. / IA 57 PCC Pavement	
THIS AGREEMENT entered into thisday of Happy Eyes, LLC, Seller, and the City of Cedar Falls,	, 2018, by and between lowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits** 

FEE Acquisition
See attached

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

- 1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$\$ \$\$ \$170,345.80 \$171,000.00	on right of possession on conveyance of title on surrender of posse on possession and conveyance TOTAL LUMP SUM	
BREAKDOWN:	ac. = acres sq. ft. = square	efeet
Land by Fee Title Permanent Utility Eas Temporary Easement Miscellaneous/Other Severance Damages	sement sq. ft. sq. ft.	\$18,006.80 \$ \$ 9,442.00 \$136,447.00 \$ 6,000.00 \$ 450.00 \$

- 4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except: <u>UNKNOWN.</u>
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_\_

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of <u>5</u> pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be

paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Date
858 ES

BUYER'S APPROVAL		
By: James P. Brown, Mayor	(date)	
By:	IC (date)	
MUNICIPALITIES ACKNOWLE	EDGMENT	
STATE OF IOWA, COUNTY O	OF BLACK HAWK, ss:	
This instrument was acknowled Brown, Mayor, and Jacqueline	dged before me on the day of _ Danielsen, MMC, City Clerk, of the City of Cedar F	, 2018, by James F Falls, Iowa.
	Notary Public in and	for the State of Iowa

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

						ST.				
PROJ	ECT	NO	S1	P-57-2(28)	-2C-07	·	PARCEL	NO	5A	
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ACQU	IKE	D FRUM	HAPPY	EYES, I	L.L.C.					
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					Δ=05°02′3 D=07°23′3	5"				
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_	7			ALLEY	CH=68.19	g=N86°50′05″E		<	66.00'M&P	_>
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V15 L.	1.		4.007	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	747.50 C1	-Kan	3	((())	40.07′ 26+02.91	132.00 M&P
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DATE	: RE	EVISED.								

JANUARY 29, 2018

DATE DRAWN \_\_

630

1" = 60'

SCALE \_\_\_\_

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 5A

**BLACK HAWK COUNTY** 

PROJECT NO. STP-57-2(28)-2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 6, A PART OF LOT 7 AND A PART OF LOT 8 OF, BLOCK 7, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF, BLOCK 8, OF SAID O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID BLOCK 8 AND ALONG SAID SOUTH LINE EXTENDED WEST, 198.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 7 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID BLOCK 7, A DISTANCE OF 198.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, BLOCK 7; THENCE NORTH 00°46'54" WEST ALONG THE WEST LINE OF SAID LOT 6, BLOCK 7, A DISTANCE OF 4.00 FEET; THENCE NORTH 89°21'22" EAST, 20.32 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 727.50 FEET, WHOSE ARC LENGTH IS 64.03 FEET AND WHOSE CHORD BEARS NORTH 86°50'05" EAST, 64.01 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 822.50 FEET, WHOSE ARC LENGTH IS 72.39 FEET AND WHOSE CHORD BEARS NORTH 86°50'05" EAST, 72.37 FEET; THENCE NORTH 89°21'22" EAST, 11.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.19 FEET AND WHOSE CHORD BEARS NORTH 44°17'23" EAST, 42.48 FEET TO THE EAST LINE OF SAID BLOCK 7; THENCE SOUTH 00°46'36" EAST ALONG SAID EAST LINE, 40.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 AC. (1,652 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### NOTE:

THE SOUTH LINE OF BLOCK 7 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

# OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by Happy Eyes, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

#### See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Happy Eyes, LLC  Meure L  Name/Title	レ <u>C</u> Date	Name/Title	Date
For an acknowledgment	in a representativ	e capacity:	
State of <u>Towa</u>	County o	of Black &	Jawk_
This record was	acknowledged be	efore me on NOO	. <i>1</i> ろ, 2018
by Michael Ruk	MD.	Na	nme(s) of individual(s)
as <u>Manage</u>		(type of authority, suc	h as officer or trustee)
of Hanne of party on behalf	of whom record v	vas executed).	
Signature of notarial office  Onne R. H.  Printed name of notarial officer  (2)3/202/  My commission expires	2 R. H.	J Arabana Arab	MY COMMISSION EXTINES

## ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), do Easement.	es hereby accept and approve the foregoing
Dated this day of	, 2018.
	CITY OF CEDAR FALLS, IOWA
	James P. Brown, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
STATE OF IOWA ) ss. COUNTY OF BLACK HAWK )	
This instrument was acknowledged before me James P. Brown, Mayor, and Jacqueline Danielsel Iowa.	e on, 2018, by n, MMC, City Clerk, of the City of Cedar Falls,
	Notary Public in and for the State of Iowa
My Commission Expires:	

### DEPARTMENT OF COMMUNITY DEVELOPMENT



City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-268-5161 Fax: 319-268-5197

www.cedarfalls.com

**MEMORANDUM** 

**Engineering Division** 

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** December 10, 2018

SUBJECT: REAP Grant Agreement, # 19-R4-FY

Clay Street Park: Water Quality Improvement Project

ST-077-3146

A few months ago, the Iowa Northland Regional Council of Governments (INRCOG) completed a grant application to the Iowa Department of Natural Resources (IDNR) for Resource Enhancement and Protection (REAP) funds. The purpose of the application was to pay for additional improvements at Clay Street Park. Recently, the IDNR notified the City that the application was successful for funding up to \$150,000 for the Clay Street Park, Water Quality Improvement Project.

The proposal included two bioretention cells and a permeable alley along Clay Street Park, estimated to cost \$192,100. CIP funding match will also be applied to this project for the remaining amount. The exact CIP funding source is currently being reviewed. Completion of the design will be finalized by the Engineering Division this spring with the Clay Street Park project partners. The project is anticipated to commence in the summer of 2019.

The Engineering Division recommends that the agreement for REAP funding for the Clay Street Park: Water Quality Improvement Project be approved. If you have any questions or comments regarding this matter please feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development Mark Ripplinger, Director of Municipal Operations & Programs Jon Resler, P.E., City Engineer



**ACTING DIRECTOR BRUCE TRAUTMAN** 

December 5, 2018

CITY OF CEDAR FALLS MARK RIPPLINGER 2200 TECHNOLOGY PARKWAY CEDAR FALLS, IA 50613

Re: REAP Grant # 19-R4-FY, CLAY STREET PARK: WATER QUALITY IMPROVEMENT

#### Dear MARK RIPPLINGER:

Congratulations! Attached please find your organizations Grant Agreement for your Resource Enhancement and Protection (REAP) grant awarded by the Department of Natural Resources (DNR). Please carefully review the grant agreement, print, sign, and return an original to my attention. A signed copy will be returned to you.

Please start a folder to place all grant and expense documention in. State rules and regulations included with the application and pertaining to the REAP program effectively become part of the grant agreement.

If you have any questions, please contact me at 515-725-8213.

Sincerely,

Kathleen Moench

Kathleen Moench Budget and Finance Bureau

**Enclosures** 

Phone: 515-725-8200

636

Fax: 515-725-8201

#### IOWA DEPARTMENT OF NATURAL RESOURCES

502 E. 9<sup>TH</sup> STREET DES MOINES, IA 50319

#### RESOURCE ENHANCEMENT AND PROTECTION FUND

GRANT AGREEMENT-DEVELOPMENT

GRANTEE: CITY OF CEDAR FALLS

PROJECT TITLE: CLAY STREET PARK: WATER QUALITY IMPROVEMENT

CONTACT PERSON/PHONE #: MARK RIPPLINGER 319-273-8629

GRANT AWARD: \$150000.00

**DNR CONTACT/PHONE #:** Kathleen Moench 515-725-8213

- 1. <u>PURPOSE</u>. The purpose of this REAP Development Grant Agreement is to enable the Iowa Department of Natural Resources (DNR), acting for the State of Iowa, to assist the **CITY OF CEDAR FALLS** (Grantee) in the development of land for the enhancement and protection of open space areas.
- 2. PARTIES/AUTHORITY. The parties to this Grant Agreement are the DNR, an agency of the State of Iowa, and the CITY OF CEDAR FALLS. The parties make this Grant Agreement pursuant to 1989 Iowa Code Supplement Section 455A.19(1)(a), which authorizes the Natural Resource Commission to spend certain state funds appropriated for projects to enhance and protect open spaces.
- **3.** GENERAL DESCRIPTION OF PROJECT LANDS. This Grant Agreement is for your project described as:

INSTALLATION OF AN UPDATED BIORETENTION CELL, A PERMEABLE PAVEMENT SYSTEM IN THE ALLEY, AND A NEW BIORETENTION CELL UPSTREAM OF CLAY STREET PARK, TO MITIGATE STORMWATER RUNOFF AND REDUCE POLLUTANTS IN DRY RUN CREEK, CEDAR FALLS, IOWA.

- **4. GRANT AWARD AND REIMBURSEMENTS.** The DNR will provide 100 percent of **development** costs up to a maximum amount of \$150000.00.
  - **A.** A ninety (90) percent advance reimbursement of the grant award may be requested by submitting a letter of request to:

Kathleen Moench, Budget & Grants Bureau, Iowa Department of Natural Resources 502 E. 9<sup>th</sup> Street Des Moines, Iowa 50319

- **B.** <u>Final</u> payment will be made when the project is completed and the grantee submits a letter of request along with the following grant requirements:
  - a legal description of the property for the required Notice of Use Restriction;
  - pictures of the completed project;
  - copies of billings and canceled checks for 100 percent of the grant award;
  - contracted development work requires; a copy of the signed contract, pay estimates, and contractor's reimbursement Refund of Sales Tax;
  - final report, to include a description of the completed project and efforts made to procure goods and services from Targeted Small Businesses (TSBs).

- **5. RESPONSIBILITIES.** The grantee is solely responsible for the project completion as outlined in the project proposal. The grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) during the performance of this Grant Agreement. The DNR may provide assistance at the request of the grantee, or at the Director's recommendation.
- **6. AMENDMENTS.** This Grant Agreement may be amended only by written ADDENDA signed and dated by the DNR Director or the DNR REAP coordinator. Requests for amendments shall be directed to the DNR REAP coordinator.
- 7. **EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective when it has been signed and dated by the DNR Director and the grantee. All work specified in the project proposal will be completed by **DECEMBER 31, 2020**.
- **8. AVAILABILITY OF FUNDS:** If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.
- **9. By** signing this Grant Agreement, the grantee agrees to the terms and conditions set forth in this agreement and all attachments listed below:
  - the REAP "General Provisions" (State Administrative Rules from your application);

Date	Bruce Trautman, Acting Director Iowa Department of Natural Resources
MARK.RIPPLINGER@CEDARFALLS.COM	
Email Address	Grantee Signature; Mayor or County Board Director
•	Print Name: Mayor or County Board Director

Accounting Department Return Copy to:  CITY OF CEDAR FALLS 2200 TECHNOLOGY PARKWAY CEDAR FALLS, IA 50613 State ID #:  Fund/Ag/Org/SubOrg/\$:	Doc #:	Dat	e:
2200 TECHNOLOGY PARKWAY CEDAR FALLS, IA 50613 State ID #: Fund/Ag/Org/SubOrg/\$:	Warrant #:		
Fund/Ag/Org/SubOrg/\$:	Cv		
DUD A DU			
	MENT OF NATH	RAL RESOURCES	
		VELOPMENT GRANT	1
Project billings must be accompanied by all expenditures included in the billing. If you 8213. Make additional copies as needed.			
<b>1</b>	EDAR FALLS EET PARK: WATE	Project #:19-R4-FY R QUALITY IMPROVEN	
Use the table below to list your budget items and the expendence closely as possible.	litures for each item. You si	hould follow the budget items provi	ded with your grant proposal as
Budget Item	Budget Amount	Expenditures This Billing	"To Date" Item Expenditures
To			
	Total "	Thorized Project Budget: To Date" Expenditures: TE" EXPENDITURES):	
	LESS PREV	IOUS PAYMENTS OF:	-
	TOTAI	L CLAIM TO BE PAID:	
I certify that this billing is correct and just be work and services are in accord with the app		syment(s) of record by the	grant recipient, and that th
		Date	
Signature:		Datc.	

Mail original Billing Form to DNR Budget & Finance Bureau, backup documentation may be emailed.



### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Iris Lehmann, Planner I

DATE: December 12, 2018

SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 1416 Clay Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Ashley Bargman purchased 1416 Clay Street in November 2018. The property meets the requirements for the program: has been a rental for at least the past three years (since 2011), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Ashley Bargman is proposing to replace the property's roof and reconstruct a poorly done addition. Based on the submitted bid by Stutzman Construction, LLC the actual cost of the improvements listed is \$13,348.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director Karen Howard, Planning & Community Services Manager This instrument was drafted by: Iris Lehmann, Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

#### LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No.	101-2245-	44-89.79	Amount \$ 10,000.00	
Date:			_	
RE: Property	located at:	1416 Clay Street		
and legally de	scribed as	J R AND S CAMERONS	S SECOND ADD LOT 6 BLK 11	

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Ashley Bargman (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the abovedescribed Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- If the Property is sold or transferred within twelve (12) months of the date of this Α. agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 13th and B. 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and C. 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and D. 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and E. 60th month from the date of this agreement, twenty (20) percent of the Loan shall 641 become due and payable to the City:

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

	<u> </u>	
Ashley Bargman OWNER	OWNER	
STATE OF IOWA ) ) ss:		
COUNTY OF BLACK HAWK )		
This instrument was acknowledged before <u>Bargman.</u>	e me on the day of, 2019, by Ashle	ЭŻ
	Notary Public in and for the State of Iowa	_



# DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

Market Company	Sedar Falls, lowa 30013
Property's Addre	ss: 1416 Clay St.
Property Zoning	(circle one): R1 , R2 , Other
Name of Applica	nt: Achley Baraman
Applicant's Emai	: bargman Oloa gmail. com Daytime Phone #: 319-796-8521
	older or Contract Buyer: <u>Janed Baraman</u>
	of Owner (if different than above): 1502 Danish Dr. Cedar Falb IA 500
	aredbargman as gmail com Daytime Phone #: 319-294-8520
Nature of improv	ements (specify): Aimes ruf; tear off & reconstruct
1 1	addition
1 4	ual Cost of Improvements: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	Date: Spring Estimated or Actual Date of Completion: Spring
	rs State Banh: Scall Myell Baytime Phone #: 319 -874-4301
Lender Address:	515 Main St. Suite A
Applicants Signa	iture: Ashluf Bargmau Date: 10-18-18
Name (Printed):	21
FOR CITY USE ON	
	Application Approved / Disapproved
CITY COUNCIL	Reason (if disapproved):
	Date: Resolution No
	Attested by the City Clerk
	Present Assessed Value of Structure
ASSESSOR	Assessed Value with Improvements
	Fligible or Non-eligible for Tax Abatement

643

Date

Assessor

Monday - November 10, 2018

Cedar Falls Planning Committee,

My name is Ashley Bargman. I currently live at 1416 Clay St. I purchased this house on November 26, 2018. I intend to live at this property for at least 5 years and will be using it as my primary residence. Please get a hold of me if you have any questions. I look forward to hearing from you.

Sincerely,

Ashley Bargman

	BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION									
Parcel ID Deed Holder				Tax Mail to Address						
8914-13-136-009				BARGMAN,ASHLEY A 1416 CLAY ST						
PDF No.	Map Area	Contract Buyer		CEDAR FALLS, IA 50613-0000						
9	SCDRFLS-12									
Property Address			Current Recorded Transfer							
1416 CLAY ST			Date Dr	awn	Date Filed	Recorded Document	Type			
CEDAR FA	ALLS, IA 50613-411	0	11/26/20	018	11/29/2018	2019 008382	D			

		SALES	BUILDING PERMIT				
Date	Amount	NUTC / Type	Date	Number	Amount	Reason	
11/26/2018	89,500	SALE BETWEEN FAMILY MEMBERS	12/10/2018	SC	0	Misc	
		OR RELATED PARTIES - 12 / Deed	11/5/2004	CF HA 0441	0	Plumb/Elec	
10/16/2012	93,750	SALE BETWEEN FAMILY MEMBERS	4/10/2002	CF HA 0019	0	A/C	
		OR RELATED PARTIES - 12 / Deed					
6/20/2006	75,000	NORMAL ARMS-LENGTH					
		TRANSACTION - PRIOR 09 / Deed					
12/18/2001	65,000	NORMAL ARMS-LENGTH					
		TRANSACTION - PRIOR 09 / Deed					

## **ASSESSED VALUES/CREDITS**

Year			Class						
2018			R						
100%	Land	Multi-Residential Land		Dwell	ing	Building	9	Total	Acres
Value	21,020	0		66,44	0	0		87,460	0
Taxable	Land	Multi-Residential Land			Dwelling		Buildin	g	Total
Value	11,964	0			37,816		0		49,780

Year			Class						
2017			R						
100%	Land	Multi-Residential Land	[	Dwell	ing	Building	9	Total	Acres
Value	21,020	0	6	66,440	0	0		87,460	0
Taxable	Land	Multi-Residential Land			Dwelling		Buildin	g	Total
Value	11,692	0			36,955		0		48,647

Year			Class						
2016			R						
100%	Land	Multi-Residential Land		Dwell	ing	Building	g	Total	Acres
Value	21,020	0		66,440	)	0		87,460	0
Taxable	Land	Multi-Residential Land			Dwelling		Buildin	g	Total
Value	11,969	0			37,830		0		49,799

	T,	AX INFORMATION AS	SSES	SMENT YEAR 2017 P	AYA	BLE 2018	3/2019		
Tax Distric	t 910001 - CEDA	R FALLS							
	Gross Value	Taxable Value	Mili	tary Exemption	Le	vy Rate	Gross Tax	Net Ta	x
Corp	87,460	48,647	0		33	.2251	\$1,616.30	\$1,616	.00
Nocorp	0	0	0		0		\$0.00		
	Homestead	Disabled Veteran	Disabled Veteran		Ag		Business Property Tax		ζ
	Credit	Credit		Credit		Credit	Credit		
Corp	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00		645
Nocorp				\$0.00					043

### **LEGAL**

## J R AND S CAMERONS SECOND ADD LOT 6 BLK 11

## LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	66	66	132	132	0		0.2
Totals:						8712	0.2

## **DWELLING CHARACTERISTICS**

Туре			Total Living Area										
Single-Fami	ly / Owner Oc	cupied	1 1/2 9	Story F	rame	972							
Year Built	A	\rea		Hea	nt		Α	/C			Attic		
1875	3	808		Yes			Y	'es			None		
Total Room	s Above	Total Roo	oms Be	elow		Bedrooms	s Al	bove		Bedr	ooms Belo	w	
6		0				3				0			
Basement			Baser	nent F	inished	Area			No Basen	nent F	loor		
None			0						0				
Foundation	ı					Flooring							
Stn						Carp / Viny	/l						
Exterior Wa	ılls					Interior Finish							
Asb						Plas							
Roof													
Asph / Gable	е												
Non-Base	Floor/Wall		Pipeles	ss		Han	dfir	ed		Sp	ace Heate	rs	
Heating	0												
Addtions	Year Built	Style		Area	Basem	ent (SF)		No Ba	asement (S	SF)	Heat	AC	Attic
Additions	1875	1 Story Frame	Э (	448	448			0			Yes	Yes	0
Plumbing 1 Full Bath <													
					Styl	e			Aı	еа			
Porch 1S F					Frame Open 65								
					1S F	rame Encl	ose	d	96	5			

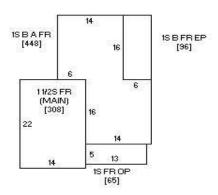
### **GARAGES**

# BASEMENT STALLS

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC	None
1967	Det Frame	24	24	576	0	None	0	0	

Entry Status: Inspected





Date Website Last Updated: 12/7/2018

# **Estimate**

STUTZMAN CONSTRUCTION, LLC 624 2nd Street, NW Waverly, Iowa 50677

Date	Estimate #
10/11/2018	791

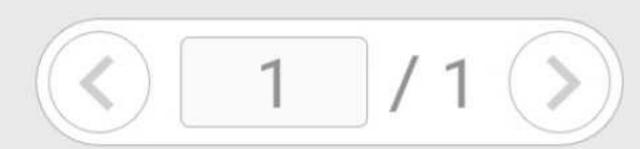
Project

Tearoff/reroof

			rearon/reroor
Description	Qty	Rate	Total
To frame addition and new roof, then tear off and dispose of existing shingles, put down two rows of winterguard along eaves, valleys and new boots, install omnivent for proper ventilation, cover with synthetic felt, then put down new GAF (35 year warranty) architectural shingles. Does not include foundation work.		5,300.00	5,300.00
Material for above job.		5,900.00	5,900.00
To install gutters.		1,475.00	1,475.00
Permit obtained from City of Cedar Falls.		223.00	223.00
Dumpster fee and construction waste removal.		450.00	450.00
Estimate includes material, labor, permit and dumpster. Price good for 30 days.			
•		****	

Date:	Total	\$13,348.0
Signature:		

"We accept the above offer and authorize STUTZMAN CONSTRUCTION LLC to perform in accordance with the terms hereof, and we agree to pay STUTZMAN CONSTRUCTION LLC in accordance with the terms hereof.









### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Iris Lehmann, Planner I

DATE: December 12, 2018

**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 821 College

Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Chris and Eaulla Saltzman are in the process of purchasing 821 College Street. The pending owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since 2009), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Chris and Eaulla Saltzman are proposing to replace the roof of the property. Based on the submitted bid by Robert Castro Construction, Inc the actual cost of the improvements listed is \$18,200.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection) and closing documents being provided to staff.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director Karen Howard, Planning & Community Services Manager This instrument was drafted by: Iris Lehmann, Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

#### LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No.	101-2245-	44-89.79	Amount \$_10,000.00	
Date:			_	
RE: Property I	located at:	821 College Street		
and legally de	scribed as	PETER O JENSENS AL	DDITION LOT 4	

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Chris Saltzman and Eaulla Saltzman (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- If the Property is sold or transferred within twelve (12) months of the date of this Α. agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 13th and B. 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and C. 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and D. 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and E. 60th month from the date of this agreement, twenty (20) percent of the Loan shall 651 become due and payable to the City:

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

Chris Saltzman OWNER	Eaulla Saltzman OWNER
STATE OF IOWA ) ) ss:	
COUNTY OF BLACK HAWK )	
This instrument was acknowledged before Saltzman and Eaulla Saltzman.	e me on the day of, 2019, by <u>Chris</u>
	Notary Public in and for the State of Iowa



# DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

Property's Addre	ess: <u>821 College Street, Cedar Falls I</u>	a 50613	
Property Zoning	(circle one): R1 , R2 ,	Other	
Name of Applica	nt: <u>Eaulla Saltzman</u>		
Applicant's Emai	: <u>e.saltz68@gmail.com</u>	Daytime Ph	none #: <u>712-899-2998</u>
Current Deed Ho	older or Contract Buyer: Peg	gy Winninger	
			po IA 50701
Owner's Email: ½	winsum5@aol.com	Daytime Ph	none #: <u>319-240-0105</u>
Nature of improv	rements (specify): new roof		
Estimated or Act	ual Cost of Improvements:		
Proposed Start [	Date: <u>May 1, 2019</u> Estima	ated or Actual Date of	Completion: <u>May 31, 2019</u>
Lender: <u>n/a</u>		Daytime Ph	one #: <u></u>
Lender Address:	n/a		
Applicants Signa	iture: Eaulla Saltzman	dotloop verified 11/05/18 7:56 PM EST OZWN-5NZJ-Y32T-7NBN	Date:
Name (Printed):	Eaulla Saltzman		
FOR CITY USE ON	LY		
CITY COUNCIL	Application Approved / Disapproved):  Reason (if disapproved):  Date:  Reso  Attested by the City Clerk	olution No.	
ASSESSOR	Present Assessed Value of Stru Assessed Value with Improvem Eligible or Non-eligible for Tax	ucturenents Abatement	

To: City of Cedar Falls

Re: Application for Rental Conversion at 821 College Street, Cedar Falls

The property at 821 College Street, Cedar Falls is in the process of being purchased by Chris and Eaulla Saltzman with the intention of converting the property back to a single family dwelling for them to live in. The estimated closing date for this purchase is January 9, 2019. The intent is for Chris, Eaulla, and their 3 children to make this their primary residence for many years to come.

They are applying for the Rental Conversion funds to assist with converting this home from a multiple family rental unit to a single family home. The funds from the Rental Conversion program will go towards the cost of replacing the roof per the bid that is submitted with this application. A new roof is well past due for this home and will have a very positive impact on the neighborhood.

Page 22 of 23 11-15-18 821 College St. Chris Saltzman.pt6

# Defective Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

# **Exterior Surface and Components**

- 1. Door Bell: Hard wired. Inoperative.
- 2. Basement Windows: Steel frame & Wood frame. Broken glass in North window. A qualified contractor is recommended to evaluate and estimate repairs.



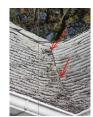
#### Roof

3. Main. Roof Surface Material: Asphalt shingle. Roof shows signs of deterioration, Roof at end of useful life. A qualified roofing contractor is recommended to evaluate.





4. Valleys: Asphalt shingle. Showing signs of deterioration, recommend monitoring. A qualified roofing contractor is recommended to evaluate.



5. Gutters: Aluminum. Leaking. A licensed contractor should evaluate.



6. Center of house. Chimney Chimney: Brick Loose brick noted, Chimney requires tuck point repairs. A qualified contractor is recommended to evaluate and estimate repairs



7. Center of house. Chimney Chimney Flashing: Tar covered Tar is cracking, recommend sealing. Monitoring will be required. Tar is prone to cracking.



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# **Robert Castro Construction, Inc**



1420 Jefferson St P.O. Box 2493 Waterloo, IA 50704 Ph. (319) 269-0615 \* Fax. 866-600-6044 robertcastroroofing@hotmail.com www.robertcastroroofing.com

**ESTIMATE** 

2018-191 November 30, 2018

Peggy M Winninger. 550 Sheridan Rd Waterloo, IA 50701 Eagless95@gmail.com

Below is the specification we will follow to install new asphalt roof system on your house and detached garage at 821 College Street in Cedar Falls, Iowa.

- Get building permit from City of Cedar Falls.
- Remove existing shingles to roof sheathing and haul debris away from house (2 layers of asphalt shingles and 1 layer of wood shingles from house and 1 layer of asphalt shingles on garage)
- Install OSB 7/16" on house only.
- Install one course of ice and water shield waterproof underlayment at eave line of roof on house as per code.
- Install ice and water shield underlayment and galvanize valley flashing on valleys.
- Install synthetic felt over remainder of deck not covered by ice and water shield.
- Install new metal drip edging at edge of roof (white).
- ❖ Install GAF Timberline HD shingles or Owens Corning Duration Shingles (30 year).
- Replace 2 existing stack flashing boots.
- Install chimney flashing around chimney.
- Install new Lomanco Omni Roll ridge vent system on house and detached garage.
- Thoroughly clean area upon completion.
- Provide owner with 3 years warranty on workmanship.

Price: \$ 18,200.00

Submitted by:

Soberto Castro

Notes: 1.- Estimate is good for 30 days.

Date of Acceptance:

2.- Plywood repair will cost an additional \$35 per 7/16" sheet.

3.- If any additional labor and/or materials are necessary, customer will be responsible for those charges, which will be added on the final involce.

Acceptance. The above prices, specifications and conditions are hereby accepted. Robert
Castro Construction, Inc is authorized to do the work as specified. Payment will be made
upon receipt of invoice. I understand there is a 1.5% finance charge on all invoices 30
days past due and a \$10 minimum charge. In the event that Robert Castro Construction,
Inc has to employ the services of legal counsel in order to enforce any of the provisions
contained in this Agreement, then Robert Castro Construction, Inc shall recover such
attorney's fees and costs in addition to any other remedy available.

Print name:			

Signature

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## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Iris Lehmann, Planner I

DATE: December 12, 2018

**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 1616 Olive

Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Hali Simmons purchased 1616 Olive Street in August 2018. The property meets the requirements for the program: has been a rental for at least the past three years (since 2013), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Hali Simmons is proposing to replace the siding, soffit, and fascia of the house and garage. Based on the submitted bid by QUEGG Siding, Windows & Roofing the actual cost of the improvements listed is \$13,247.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. The property has passed a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director Karen Howard, Planning & Community Services Manager This instrument was drafted by: Iris Lehmann, Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

#### LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No.	101-2245	-44-89.79	Amount \$_10,000.00	
Date:			_	
RE: Property I	ocated at:	1616 Olive Street		
and legally de	scribed as	HIGHLAND ADDITION	CEDAR FALLS LOT 6 BLK 5	

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Hali Marie Simmons (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the abovedescribed Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- If the Property is sold or transferred within twelve (12) months of the date of this Α. agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 13th and B. 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and C. 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and D. 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:
- If the Rehabilitated Property is sold or transferred any time between the 49th and E. 60th month from the date of this agreement, twenty (20) percent of the Loan shall 658 become due and payable to the City:

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

	_	
Hali Marie Simmons OWNER	OWNER	
STATE OF IOWA ) ss:		
COUNTY OF BLACK HAWK)		
This instrument was acknowledged before Simmons.	e me on the day of, 2018, by <u>Hali I</u>	<u>Marie</u>
	Notary Public in and for the State of Iowa	



# DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

Property's Addre	ess: 1616 Olive St. Cedar talls
Property Zoning	(circle one): R1 (R2), Other
	nt: Hali Marie Simmons
	il: hali, simmons12@qmailDaytime Phone #: 863-632-4065
	older or Contract Buyer: Hali Maria Simmens
	of Owner (if different than above):
	Daytime Phone #:
	vements (specify): Replace, siding, soffit and
_	n house and garage.
	tual Cost of Improvements: Estimates range: \$12,100 - 14,632
	Date: <u>ஹெர்டி 2019</u> Estimated or Actual Date of Completion: <u>ஹோ 2019</u>
	7
Lender:	Daytime Phone #:
Lender Address:	A
Applicants Signa	ature: Hali Marie Simmons Date: 10/3/18
Name (Printed):	Hali Mariz Simmens
FOR CITY USE ON	ILY
	Application Approved / Disapproved
CITY COUNCIL	Reason (if disapproved):
	Date: Resolution No
· · · · · · · · · · · · · · · · · · ·	Attested by the City Clerk
	Present Assessed Value of Structure
ASSESSOR	Assessed Value with Improvements
	Eligible or Non-eligible for Tax Abatement
	Assessor Date

#### Good morning,

My name is Hali Simmons and in August 2018 I purchased 1616 Olive Street in Cedar Falls. It had been a rental property for quite some time but now my son and I live there. Attached, please find my application for the Rental to Single Family Owner Conversion Grant Program Application.

The siding, soffit and facia on the house and garage needs to be replaced. It has hail damage that the previous owner did not repair. Also, one of the renters painted the original green siding yellow obviously with a paint brush and did a very poor job. One part of the house they did not even paint. They just left it green.

I got 4 estimates from local businesses ranging from \$12,100 to \$14,632. I feel this would be a huge improvement to the curbside appeal of the home as well. If I can provide any additional information, I shall be glad to do so. Thank you for your consideration.

Sincerely, Hali Simmons

	BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION									
Parcel ID		Deed Holder		Tax I	Mail to Addre	ess				
8914-13-152-007				SIMMONS,HALI MARIE 1616 OLIVE ST						
PDF No.	Map Area	Contract Buyer		CED	AR FALLS, IA	\ 50613-0000				
9	SCDRFLS-13									
Property .	Address	- IL	Current F	Reco	rded Transfe	er				
1616 OLI\			Date Dra	wn	Date Filed	Recorded Document	Type			
CEDAR F	ALLS, IA 50613-37	16	8/16/2018	3	8/17/2018	2019 002759	D			

		SALES	BUILDING PERMIT				
Date	Amount	NUTC / Type	Date	Number	Amount	Reason	
8/16/2018	115,000	NORMAL - 12 / Deed	10/2/2018	SC	0	Misc	
7/9/2008	93,000	NORMAL ARMS-LENGTH	7/19/2018	CF 02334	2,300	Windows	
		TRANSACTION - PRIOR 09 / Deed	8/16/2010	CF 16487	6,800	Roof	
5/9/2008	75,000	SALE BETWEEN FAMILY MEMBERS -	25				
		PRIOR 09 / Deed					
9/19/2003	56,500	NORMAL ARMS-LENGTH					
		TRANSACTION - PRIOR 09 / Deed					

# **ASSESSED VALUES/CREDITS**

Year			Class						
2018			R						
100%	Land	Multi-Residential Land		well	ing	Building	9	Total	Acres
Value	21,020	0	7	3,770	0	0		94,790	0
Taxable	Land	Multi-Residential Land			Dwelling		Buildin	g	Total
Value	11,964	0			41,988		0		53,952

Year			Class					
2017			R					
100%	Land	Multi-Residential Land		Dwelling	Buildin	g	Total	Acres
Value	21,020	0		73,770	0	(	94,790	0
Taxable	Land	Multi-Residential Land		Dwellin	g	Building	)	Total
Value	11,692	0		41,032		0		52,724

Year			Class					
2016			R					
100%	Land	Multi-Residential Land	Dwe	ling	Building	9	Total	Acres
Value	21,020	0	73,77	70	0		94,790	0
Taxable	Land	Multi-Residential Land		Dwelling		Buildin	g	Total
Value	11,969	0		42,004		0		53,973

	T.	AX INFORMATION AS	SESSMENT YEAR 2017 I	PAYABLE 201	8/2019	
Tax Distri	ct 910001 - CEDA	R FALLS				
	Gross Value	Taxable Value	Military Exemption	Levy Rate	Gross Tax	Net Tax
Corp	94,790	52,724	0	33.2251	\$1,751.76	\$1,752.00
Nocorp	0	0	0	0	\$0.00	
	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Ag Credit	Business Pro Credit	perty Tax
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Nocorp			\$0.00			662

### LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	66	66	132	132		18712	0.2
Totals:						IX / 1 ')	0.2

### **DWELLING CHARACTERISTICS**

		<del>-</del>	DIVLLLING						
Type		Styl	le		Total Living Area				
Single-Famil	ly / Owner Occupie	d 1 St	ory Frame		660				
Year Built	Area		Heat		AC		Attic		
1925	660		Yes		No		Floor & Stairs		
Total Room	s Above	Total Rooms	Below	Bedro	oms Above	Ве	edrooms Below		
4		0		2		0			
Basement		Bas	ement Finis	shed Area		No Basemei	nt Floor		
Full		400				0			
Foundation		,		Floor	ing				
Conc				Carp	Carp / Vinyl				
Exterior Wa	ılls			Interi	Interior Finish				
Vinyl				Plas					
Roof									
Asph / Gable									
	Floor/Wall	Pipel	less		Handfired		Space Heaters		
Heating	0								
Plumbing 1	Full Bath	,	<u> </u>		n.		R.		
<u></u>				Style		Area			
			Porch	1S Frame	Enclosed	80			
				Style		Area			
				Concrete I	Patio-Low	96			
			Deck	Wood Dec		100			
				Fbgls/Mtl I		180			
						1			

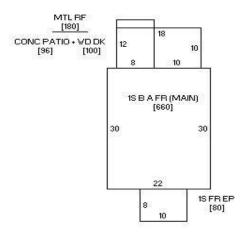
# **GARAGES**

## BASEMENT STALLS

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC	None
1989	Det Frame	24	24	576	0	None	0	0	

Entry Status: Inspected	





Date Website Last Updated: 12/7/2018

		PURCHASER HAZI S. M. MO	us <sub>Date</sub> /1-29-18
Ing, Windows & Roofing City Ceote Frus TAZID 50613 Home phone 1  2008 Four Winds Drive Cedar Falls, 1A 50613  20266-6768 (319) 269-5379 cell  Ref by  Quegg Siding, Windows & Roofing proposes to perform the following  Reside house with Certainteed Main street  Double Four Vinyl Siling with we full borned  fun-fold Steproform sheeting, their rue seems  Includes Au assessories  Capterin Au Openings (windows Edears)  with white alominumen, to include fascia  with white alominumen, to include fascia  Cover all overthing where meeded  To include the Same as above on	( )( )	Inv. Address 1616 Olive St.	Work phone
2008 Four Winds Drive Cedar Falls, IA 50613  De66-6768 (319) 269-5379 cell  Ref by  Quegg Siding, Windows & Roofing proposes to perform the following  Reside house with Certainteed Mains freet  Double - Four Uingl Siling with we fulsand fun-fold Styroform sheeting, taping new Seans  Tincludes Au assessories  Captrain All openings (windows Edeors)  with white alominumes, to include fascia with white alominumes, to include fascia  Cover all overhang with white viryl softit  material, venting where meeded—  To include the same as above on	POTE TO THE POTENTIAL OF THE POTENTIAL AND THE P		
Cedar Falls, IA 50613  266-6768 (319) 269-5379 cell  Ref by  Quegg Siding, Windows & Roofing proposes to perform the following  Reside house with Certainteed Main street  Double-Four Vinyl Silving with we fullowed  fun-fold Steproform sheeting, taping nuc seems  Includes Au assessories  Captrain Au openings (windows Edeors)  with white alominumers, to include fascia with white alominumers, to include fascia  with white alominumers with white winyl softit  material, venting when meeded—  To include the same as above on	<i>y,</i> 9		
Reside house with Certainteed Main street  Double-Four Vinyl Siling with watuboned  fun-fold Steproform sheeting, their new seans  Includes Au assessories  Captrain Au openings (windows Edears)  with white alominumers, to include fascia with white alominumers, to include fascia  With white alominumers, with white winyl softit  material, venting when meeded—  To include the same as above on	Cedar Falls, IA 50613		
Reside house with Certainteed Mainstreet  Double-Four Vinyl Siling with confuberab  fun-lold Styroform sheeting, traping new Seans  Fincludes All assessories  Captrim All openings (windows Edeors)  with white alominomore, to include fresie  with white alominomore, to include fresie  Cover all overhang with white vinyl siffet  material, venting when meeded—  To include the same as above on	9) 266-6768 (319) 269-5379 Cell		
Double-Four Vingl Siling with as presents fun-fold Styroform sheeting, taping new Seans Includes Au assessories Cap/raim All openings (windows Edoors) with white aluminument, to include faseia with white aluminument, to include faseia Cover all overhang with white wingl softit material, venting where meeded— To include the same as above on		Quegg Siding, Windows & Roofing propose	s to perform the following
LIPON UD 1000	Double Four Vi. fan-fold Styrof. Includes Au as Cap/raim Au a, with white alor Cover all overha material, ventin	oran sheeting, taping are sean sessories penings (windows Edoors) ninumen, to include fasei ng with white vinyl softet g where weeded- he some as whose on	5
/29/			Total V
PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION  Special Terms: Approved by: Total \$ 1324			
Special Terms:			
Special Terms:	Billing Zip Bal	ance credit card / Check	
Special Terms:			
Special Terms:	above specifications involving extra costs contingent upon strikes, accidents or del. Workmen's Compensation Insurance. Thi incurred by company to enforce this continuation.	s, will be executed only upon written orders, and will become an exays beyond our control. Buyer to carry fire, tornado and other neces contract shall be governed by the laws of the state of Iowa. Buyer tract. Interest may be charged on overdue balances at 24% per annual state of Iowa.	ktra charge over and above estimate. All agreen essary insurance. Our workers are fully covered k r agrees to pay for all costs, including attorney's num.
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# R DEPARTMENT OF COMMUNITY DEVELOPMENT



City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

www.cedarfalls.com

MEMORANDUM

**Planning & Community Services Division** 

**TO:** Honorable Mayor James P. Brown and City Council

FROM: Shane Graham, Planner II

DATE: December 12, 2018

**SUBJECT:** Demolition of Structure as part of the Northern Cedar Falls Flood

**Buyout Program** 

Project Number: FL-000-2017

As Council may recall, the City recently acquired one additional property (in addition to the 13 properties in 2017) as part of the 2016 Northern Cedar Falls Flood Buyout Program through the Hazard Mitigation Grant Program (HMGP). Asbestos containing materials were found in the house, which is being scheduled to be removed. After the asbestos is removed, the Cedar Falls Fire Division will conduct fire training on the property. Once the fire training is complete, the remaining debris and foundation will need to be removed, as the grant program requires that the property be returned to open space. Three bids for demolition services were received:

Benton's Sand and Gravel	\$5,800.00
Lehman Trucking & Excavating, Inc.	\$8,000.00
Vieth Construction	\$16,500.00

The Community Development Department recommends approving and executing the contract with Benton's Sand and Gravel for the demolition of the structure at 2703 Timothy Street. It is anticipated that the demolition will be completed by January 2019.

If you have any questions, please feel free to contact me.

CC: Stephanie Houk Sheetz, Director of Community Development Karen Howard, Planning & Community Services Manager

# **Summary of Demolition Bids**

Property	Benton's Sand and Gravel	Lehman Trucking & Excavating, Inc.	Vieth Construction
2703 Timothy St	\$5,800	\$8,000	\$16,500
TOTAL BID	\$5,800	\$8,000	\$16,500

# 2703 TIMOTHY STREET DEMOLITION PROJECT PROJECT NO. FL-000-2017 INFORMAL PROJECT CONTRACT CITY OF CEDAR FALLS

Contractor;	Benton's Sand & Gravel, Inc.
Address of Contract	905 Center Street, Cedar Falls IA 50613

The undersigned Contractor, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the attached contract documents, and to do all work at the listed prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

BID			EST.	EXTENDED
ITEM	DESCRIPTION	UNITS	QUANTITY	PRICES
1	2703 Timothy Street, Cedar Falls, IA (Controlled burn by Fire Department. Remaining 1,020 sq. ft. full basement, 720 sq. ft. detached garage, 48 sq. ft. concrete patio. All fencing, landscaping, gravel, and concrete.)	1.0	L,S.	\$ 5,800.00
			TOTAL	\$5,800.00

The names												
subcontract,	together	with the ty	pe of sul	ocontracte	d work ar	nd appro	ximate	dollar	amou	int of th	ne subco	ontract,
are as follow	s: N/A											
				- 1- 1-								

NOTE: All subcontractors are subject to approval by the City.

The undersigned Contractor certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned Contractor states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the City of Cedar Falls, the more specific shall prevail.

	FIRM:	Benton's Sand & Gravel, Inc.
	Ву: 🦰	James D. Snodgrass
	(Title)	Vice-President
	(Business Address)	905 Center Street, Cedar Falls IA 50613
	(Work Phone Number(s))	(319) 266-2621
	(Name of Contact Person)	James D. Snodgrass
The to c	lo the work subject to the conditions and spec	
	Stephanie Houk-Sheetz City of Cedar Falls Director of Community Development	
	City of Cedar Falls	Data

# INFORMAL PROJECT GENERAL CONDITIONS

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#### S-1 INTRODUCTORY STATEMENT

Division 1, General Provisions and Covenants of the Iowa Statewide Urban Design and Specifications, Series of 2018, as amended S-20, shall apply except as amended below.

#### S-2 DEFINITIONS.

ADD to or CHANGE the following definitions within 1010.1.03 of SUDAS Standard Specifications.

"CONTRACTING AUTHORITY," "DEPARTMENT OF TRANSPORTATION," or "COUNTY" shall mean the CITY.

"CONTRACTOR" shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

"OWNER" and "CITY" shall mean the City of Cedar Falls, Iowa acting through the City Council and duly authorized agents.

"SUDAS STANDARD SPECIFICATIONS" shall mean the Iowa Statewide Urban Design and Specifications Series of 2018, as amended S-20.

#### S-3 Submission of the Proposal, Identity of Bidder, and Bid Security

Add the following to the SUDAS Standard Specifications Section 1020 – 1.12:

The Bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the proposal shall be filled in ink, typed, or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, units, and item quantities. The Bidder shall specify a unit price in figures of dollars and cents for all bid items, the extensions for the respective unit prices, and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The low bidder will be required to furnish performance bond in an amount equal to One Hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Council of City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.

The Proposal shall be submitted in a sealed envelope with the Form of Proposal and Certificate of Insurance meeting the requirements in section S-5. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To:

Shane Graham City of Cedar Falls 220 Clay Street

Cedar Falls, Iowa 50613

Proposal: 2016 Flood Buyout Program Demolition Project

Project No. FL-000-2017

#### S-4 LIMITATIONS OF OPERATIONS.

Add the following paragraph to 1.01 of SUDAS STANDARD SPECIFICATIONS:

Upon request Bidder may be required to submit three references on contract related work.

Add the following paragraph to 1080.1.07 of SUDAS Standard Specifications:

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the OWNER.

#### S-5 INSURANCE.

All insurance information shall conform to SUDAS STANDARD SPECIFICATIONS Section 1070 – Legal Relations and Responsibility to the public with addition of the items outlined herein.

Insurance Requirements for Contractors for the City of Cedar Falls

- 1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued from companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
- 3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in <a href="Exhibit 1">Exhibit 1</a>. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement See Exhibit 1
  - c) Governmental Immunities Endorsement See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-subcontractors who perform work or services pursuant to the provisions of this contract.

- 4. Each certificate shall be submitted to the City of Cedar Falls.
- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
  - > The policy shall not contain total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.

- Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
- Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract. If the Contractor changes insurance carriers, or if Contractor's insurance coverage is canceled, during the contract period or within two years after City's acceptance of the work, Contractor agrees to immediately notify the City of such event.
- Governmental Immunity endorsement identical or equivalent to form attached.
- > Additional Insured Requirement See Exhibit 1.

The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

- \* ISO CG 20 10 07 04 "Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization"
- \*\* ISO CG 20 37 07 04 "Additional Insured Owners, Lessees or Contractors Completed Operations"
- 8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
- Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

- 11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- 12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

#### S-6 SUPERVISION AND SUPERINTENDENCE.

Add the following paragraph to 1050.1.03 of the SUDAS STANDARD SPECIFICATIONS:

CONTRACTOR shall maintain a qualified and responsible person available 24 hours per day, seven days per week to respond to emergencies that may occur after hours. CONTRACTOR shall provide to OWNER the phone number and/or paging service of this individual.

# S-7 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS.

Add the following paragraph to 1080.1.01 of the SUDAS STANDARD SPECIFICATIONS:

Bidders shall list those persons, firms, companies or other parties to whom it proposes/intends to enter into a subcontract regarding this project as required for approval by the City and as noted on the Form of Proposal and the Agreement.

#### S-8 COMPLIANCE WITH OSHA REGULATIONS.

Add the following paragraph to 1070.1.01 of the SUDAS STANDARD SPECIFICATIONS:

The Contractor and all subcontractors shall comply with the requirements of 29 CFR 1910 (General Industry Standard) and 29 CFR 1926 (Construction Industry Standard). The Contractor and all subcontractors are solely responsible for compliance with said regulations.

The Contractor will provide Material Safety Data Sheets (MSDS) for all hazardous chemicals or materials that will be at the job site. The Material Safety Data Sheets will be submitted to the Project Engineering prior to the start of construction and supplemented as necessary throughout the project. This data is being provided for informational purposes only and does not relieve the contractor of any obligations for compliance with applicable OSHA and State laws regarding hazardous chemicals and right-to-know.

#### S-9 EMPLOYMENT PRACTICES.

Neither the Contractor nor his/her subcontractors shall employ any person whose physical or mental condition is such that his/her employment will endanger the health and safety of themselves or others employed on the project.

Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:

To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age or disability unless such disability is related to job performance of such person or employee.

To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age, or disability unless such disability is related to job performance of such person or employee.

#### S-10 MEASUREMENT AND PAYMENT.

The detailed specifications of this document defines all pay items and methods of measurement and will supersede applicable sections in the SUDAS STANDARD SPECIFICATIONS.

#### S-11 TAXES.

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with local law as outlined in 1109.07 of the IDOT Standard Specifications. The City of Cedar Falls does issue tax exemption certificates to preclude the payment of sales tax. The Contractor shall submit the information necessary for the certificates to be issued. If tax exemption certificates are not issued, prior to project acceptance by the City, the Contractor shall submit to the OWNER a statement of taxes paid, including all information required by the State of lowa for reimbursement of taxes. The City will reimburse Contractor for taxes approved and reimbursed by the State of lowa. Reimbursement to the Contractor will occur within 30 days of the City receiving reimbursement from the State. Tax statements submitted after the project has been accepted will not be accepted or reimbursed.

#### S-12 CONSTRUCTION STAKES.

The Contractor shall be responsible for the preservation of stakes and marks. Any necessary re-staking will be at the Contractor's expense.

#### S-13 WORK DURING AN EMERGENCY.

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases the Contractor shall notify the OWNER of the emergency as soon as practical, but shall not wait for instructions before proceeding to properly protect both life and property.

#### S-14 UTILITIES.

The Contractor is responsible for the field location of all utilities by qualified utility representatives prior to the start of construction and as required throughout the duration of the project.

If a utility is encountered during construction, the utility shall be protected. If a utility is damaged by the Contractor during construction, the utility shall be repaired by the Contractor at no cost to the City. The Contractor shall expose all utilities at the request of the OWNER for purposes of investigation. This work shall be considered incidental to the project and no additional compensation will be allowed thereof.

#### S-15 WASTE SITES.

All debris shall be disposed of at the Black Hawk County Landfill. The Generator, Contractor, Transporter, and/or any other party associated with the demolition and contents of said properties shall be listed on the Waste Shipment Record and delivery of said property contents to the landfill for disposal shall comply with all applicable Local, State, Federal, Department of Transportation (State and Federal), and Black Hawk County Landfill rules, regulations, and laws. Questions regarding the Black Hawk County Landfill rules, regulations, and laws may be directed to the Landfill Administrator, Brett Vette, at phone number 319-234-8115.

#### S-16 TRAFFIC CONTROL.

24-hour maintenance of all traffic control devices is the responsibility of the Contractor.

#### S-17 MINOR WORK AND INCIDENTAL ITEMS OF CONSTRUCTION.

Any minor work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

#### S-18 WORKING DAYS.

This project has a tentative start date of December 4, 2018. All work on the property shall be completed by January 16<sup>th</sup>, 2019.

#### S-19 CONTRACTOR PAYMENT.

Pay estimates will be submitted to the City Council for approval on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes. Any combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the final payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that all materials and costs have been paid for and all laborers have been paid in full.

It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause. Such cause includes, but is not limited to, failure of the Contractor to fulfill or discharge any of the duties or obligations or to otherwise perform in accord with terms of this agreement. The City's Agent shall cancel the agreement by sending notice of cancellation to the Contractor by certified mail. In the event the agreement is canceled, the City's Agent shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed demolition and on the basis of pro-rated time for partially completed work. In no case shall payment exceed the greater of either the schedule of fees specified in Paragraph 4 or any revisions to such fee schedule made under the terms of this agreement.

#### S-20 GENERAL NOTES.

The work shall commence within ten (10) days after being notified of the contract approval. All work will be in accordance with 2018 Statewide Urban Design and Specifications (SUDAS) and 2018 City Supplemental Specifications.

The City's contact person(s) for this project is Shane Graham at 319-268-5160.

The property has been tested for asbestos containing material, and was found to have asbestos containing materials. The property will have the asbestos abated prior to demolition.

No trees or bushes shall be removed other than those necessary for the removal of the structures. This cost is incidental to the demolition of the structures.

All of the backfill, grading and seeding are incidental to the demolition of the structures. These requirements will be in accordance with SUDAS Division 10. Public sidewalk will not be removed with this project. Final grade of the site will match the surrounding undisturbed areas to allow for adequate drainage.

All work must be properly barricaded to eliminate hazards to pedestrians.

#### S-21 POLLUTION PREVENTION PLAN.

Site Description: The proposed demolition project involves the demolition of structures on twelve (12) separate properties.

Erosion and Sediment Controls: The items Silt Fence / Wattles; Temporary; for erosion control for this project shall be the responsibility of the Contractor. This cost is incidental to the demolition of the structures.

Pollution Prevention "Plan" Reporting and Updates: The Contractor or Contractor's representative to insure compliance with the Pollution Prevention "Plan" shall carry out regular documented inspections. The Contractor designated and qualified personnel shall inspect disturbed areas of the construction sites that have not reached "final stabilization" at least once every seven (7) calendar days and within twenty-four (24 hr.) hours of the end of a storm event that results in one-half (0.5") inch or greater of rainfall. The Contractor shall be responsible for executing the "Plan" towards the goal of stabilizing all of the sites. The Owner will make determination of Contractors' compliance with the "plan" and may direct additional measures to be taken by Contractor or any Subcontractor. When a "plan" deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention "Plan" shall be revised and modifications made to the control facilities as needed and as recommended by the City.

The Contractor's weekly and rain event documented reports, based on site observations, shall be tabulated and become a part of the Pollution Prevention "Plan" project records.

# **INSURANCE SCHEDULE**

# **General Liability (Occurrence Form Only):**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

## Automobile:

(Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

# **Standard Workers Compensation**

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee - Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

\$3,000,000 Umbrella:

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

# **Errors & Omissions:**

\$1,000,000

# CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

# CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage</u>. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
- 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
- 5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# CITY OF CEDAR FALLS, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

Administration Division

TO: Mayor Brown & City Council

**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: December 12, 2018

**SUBJECT:** Parkade Brick Replacement Project

Project Number: RC-000-3180

The City completed a selection and hiring process for general engineering services support, due to a staffing shortage of civil engineers. Outside of general support, staff anticipated several CIP projects would be assigned too. Some of these were noted in the contract cover memo from November 27, 2018. On December 3<sup>rd</sup>, staff explained that supplemental agreements would be reviewed for these CIP projects, ensuring an adequate scope of work and review of anticipated cost for design services.

Attached is a proposed contract for Parkade brick replacement design. The project spans along Main Street from 1<sup>st</sup> to 6<sup>th</sup> Street. Three options will be prepared for the existing sidewalk area (back of curb to front of buildings). One option will be to utilize the same pattern, colors & brick sizes as are currently in place. Two additional options will be developed. Each option will have a cost estimate. A sidewalk design expanding the Parkade design onto the sidestreets, continuing the streetscape expansion, will also be completed as a part of this. A public meeting and Council committee meeting are planned, to select an option for construction. The contract also includes preliminary and final design services for the first phase of the project: a 2-block reconstruction of the sidewalk. The total fee for services on this project will not exceed \$89,870. This includes \$3,930 in "contingency items" on two meetings that staff may be able to lead, but would like to allow for the potential of consultant involvement, if needed. We would anticipate bidding Phase 1 in February 2020, with construction completed by June 30, 2020.

This project is identified in the current CIP, under #94: Downtown Brick Replacement. It anticipated addressing one block per year. In the upcoming CIP, staff will be adjusting the design costs and construction timing, recommending construction of 2-blocks at a time. The project would then be completed within three years. The City is applying for a Gaming grant and requesting funds for the streetscape expansion as well as these Parkade improvements.

Please contact me with any questions. Thank you.

Attachment: Supplemental Agreement #1: Parkade Brick Replacement Project



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 www.cedarfalls.com

> Administration Division \* Community Services Division \* Planning Division Phone: 319-273-8606 Fax: 319-273-8610

> > Engineering Division \* Inspection Services Division Phone: 319-268-5161 Fax: 319-268-5197

# SUPPLEMENTAL AGREEMENT NO. 1

# 2019 Engineering Services Cedar Falls, Iowa City Project Number RC-000-3180

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide Professional Services for design for renovations to the existing streetscape parkade, which extends along Main Street from W. 1st Street to W. 6th Street and construction documents for Phase 1.
- B. The CONSULTANT shall complete a topographic survey of the project site.
  - 1. Includes five blocks along Main Street from building front to back of street curb.
  - 2. Includes existing site terrain grades and locations of existing above ground features.
  - 3. Provide a CADD terrain model with one-foot contour intervals, and spot elevations.
- C. The CONSULTANT shall complete concept designs for the purposes of providing the CLIENT with preliminary options prior to design efforts.
  - 1. Attend a kickoff meeting with CLIENT Staff to discuss project goals and objectives project approach and schedule.
  - 2. Perform a site visit to review existing conditions and evaluate option for alternative design considerations.
  - 3. Prepare three concept designs for the streetscape parkade along Main Street. The concept designs shall include replacing the current streetscape as it currently exists as well as two alternative designs which shall consider aesthetics, installation, maintenance and costs. Additionally a design concept for the incorporation of minor parkade improvements along the intersecting side streets extending east and west respectively to State and Washington Streets should be included.

- 4. Obtain quantities and prepare cost opinions for each concept design.
- 5. Attend a meeting with the CLIENT to review concept designs and cost opinions for input and direction.
- 6. Prepare a phasing plan for the five blocks of improvements in coordination with the CLIENT for implementation over multiple years.
- 7. Public meeting to go through evaluation, recommendation and phasing recommendation.
- 8. Council committee meeting alternative. This is a possible contingency item for which costs are included below. Email approval from the City's project manager is required prior to prior to completing this task item.
- 9. Finalize the preferred concept design and cost opinion.
- 10. Attend a meeting with the CLIENT for review and acceptance of the preferred concept design.
- D. The CONSULTANT shall complete preliminary design services.
  - 1. Prepare preliminary design of site demolition items for the project area.
  - 2. Prepare preliminary design for site layout improvements for the preferred pavement and paver design concept through the corridor.
  - 3. Prepare preliminary design for the reuse of existing site furniture and amenities such as benches, flower planter beds, trash cans, wayfinding signage and bike racks. Wayfinding signage modifications recommendations may be included.
  - 4. Attend a meeting with the CLIENT to review preliminary plans and to receive input and direction.
  - 5. Attend a public meeting. Discussion items should include but are not necessarily limited to access and staging.
- E. The CONSULTANT shall complete final design services and preparation of construction documents for Phase 1 (the remainder of the final design shall be completed during subsequent project Phases).
  - 1. Prepare final design and plans for improvements including pavements, pavers, site furniture and site amenities and project staging which should include business access information.
  - 2. Utility Coordination
  - 3. Prepare a final grading plan with one foot contours, spot elevations and construction notes.
  - 4. Prepare a Storm Water Pollution Prevention Plan for the project site and apply for NPDES Permit No. 2 through the Iowa DNR for Phase 1 improvements.
  - 5. Prepare supplemental technical specifications for proposed site improvements.
  - 6. Prepare construction details for project improvements.
  - 7. Submit site plan drawings to CLIENT Staff for review and comments.
  - 8. Prepare a final cost opinion of proposed improvements.
  - 9. Provide final plans and specifications to the CLIENT.
  - 10. Attend meetings with CLIENT for reviews and approvals.
- F. The CONSULTANT shall provide bidding assistance for the Phase 1 construction bid letting. The Bid letting should generally take place on or before February 14, 2020 with construction to be complete by June 30, 2020.
  - 1. Preparation of the project manual, including bid forms, form of contract, instruction of bidders and general conditions.
  - 2. Preparation of addenda, if required.
  - 3. Address bidder questions.
  - 4. Neighborhood meeting for construction kickoff following the bid letting and prior to construction. This is a possible contingency item for which costs are included below. Email approval from the City's project manager is required prior to completing this task item.

#### G. Additional Services

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

#### II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of <u>Eighty-Five Thousand Nine Hundred and Forty Dollars (\$85,940.00)</u>. Contingency items, as listed above, may be utilized as defined up to a maximum amount of <u>Three Thousand Nine Hundred and Thirty Dollars (\$3,930</u>). The compensation for this supplemental agreement is to be segregated from the original agreement.

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT	APPROVED FOR CONSULTANT.
By:	By: Tindray Polaman
Printed Name:	Printed Name: Lindsay Beaman
Title:	Title: Business Unit Leader
Date:	Date: December 5, 2018



#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IOWA 50613 319-273-8600 FAX 319-268-5126

## INTEROFFICE MEMORANDUM

Financial Services Division

**TO:** Mayor Brown and City Council Members

**FROM:** Lisa Roeding, Controller/City Treasurer

DATE: December 4, 2018

**SUBJECT:** FY2019 Budget Amendment

Please find attached the notice for a FY19 budget amendment. This budget amendment is necessary due to the timing of various projects.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 7, 2019.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations Ron Gaines, City Administrator Form 653.C1

# NOTICE OF PUBLIC HEARING AMENDMENT OF FY2018-2019 CITY BUDGET

The City Council of	Cedar Falls	in	BLACK HAWK	County, Iowa	
will meet at	220 Clay Street, Ceda	ır Falls, L	A 50613	_	
at	7:00 p.m.	on_	1/7/2019		
	(hour)		(Date)		
for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019					
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.					
Additional detail is availal	ole at the city clerk's of	fice show	ving revenues and expenditures by fund	d type and by activity.	

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	20,820,495		20,820,495
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	20,820,495	0	20,820,495
Delinquent Property Taxes	4	0		0
TIF Revenues	5	3,753,970		3,753,970
Other City Taxes	6	5,957,056		5,957,056
Licenses & Permits	7	934,000		934,000
Use of Money and Property	8	723,375		723,375
Intergovernmental	9	23,111,603		23,111,603
Charges for Services	10	12,180,850		12,180,850
Special Assessments	11	0		0
Miscellaneous	12	1,584,333		1,584,333
Other Financing Sources	13	2,986,590		2,986,590
Transfers In	14	12,817,790		12,817,790
Total Revenues and Other Sources	15	84,870,062	0	84,870,062
Expenditures & Other Financing Uses				
Public Safety	16	11,601,490		11,601,490
Public Works	17	13,553,020		13,553,020
Health and Social Services	18	20,500	4,000	24,500
Culture and Recreation	19	8,004,550		8,004,550
Community and Economic Development	20	2,915,600		2,915,600
General Government	21	5,023,550		5,023,550
Debt Service	22	1,007,000		1,007,000
Capital Projects	23	26,940,050	4,350,000	31,290,050
Total Government Activities Expenditures	24	69,065,760	4,354,000	73,419,760
Business Type / Enterprises	25	9,865,550		9,865,550
Total Gov Activities & Business Expenditures	26	78,931,310	4,354,000	83,285,310
Transfers Out	27	12,817,790		12,817,790
Total Expenditures/Transfers Out	28	91,749,100	4,354,000	96,103,100
Excess Revenues & Other Sources Over				
(Under) Expenditures/Transfers Out Fiscal Year	29	-6,879,038	-4,354,000	-11,233,038
Beginning Fund Balance July 1	30	87,393,024		87,393,024
Ending Fund Balance June 30	31	80,513,986	-4,354,000	76,159,986

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

These over expenditures are primarily due to the timing of capital projects and these expenditures will be covered by cash reserves.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Jennifer Rodenbeck



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-8610

www.cedarfalls.com

**MEMORANDUM** 

Planning & Community Services Division

TO: Honorable Mayor Brown & City Council

FROM: Iris Lehmann, Planner I

DATE: December 10, 2018

**SUBJECT:** Setting a Public Hearing for a Rezoning Request – Prairie West II

REQUEST: Rezone a property from A-1, Agricultural to R-1, Residential

PETITIONER: Panther Farms, Owner; CGA Inc., Engineer

LOCATION: 40.62 acres at the North end of Arbors Drive and the West end of Richard

Road

#### **PROPOSAL**

The applicant has submitted a request to rezone 40.62 acres of land off of the North end of Arbors Drive and the West end of Richard Road from A-1, Agricultural to R-1, Residential. The area being rezoned consists of two different parcels of land, see areas outlined in red in the map below. The rezoning will allow for the development of single family homes similar to the neighboring subdivisions of the Prairie West and Prairie Winds developments.

### **BACKGROUND**

This property has been zoned agricultural since the adoption of the Zoning Ordinance in 1970. The land is surrounded by R-1, Single Unit Residential zoning to the South and East and MU, Mixed Use Residential District to the Northeast. The owner wishes to rezone the land for future residential development. The other half of the northern parcel was rezoned to MU in July of 2016. The rezoning of these properties must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.



#### **ANALYSIS**

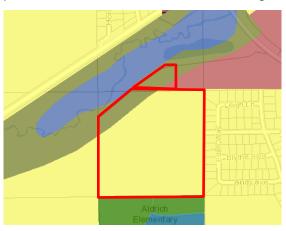
The purpose of the A-1, agricultural zoning district is to act as a "holding zone" for future development when municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the land is ripe for development according to the City's Comprehensive Plan. Before land can be developed it must be zoned appropriately, which will then allow for platting, as necessary, and construction.

As previously mentioned, this 40.62 acre property is surrounded by residential zoning. Aldrich Elementary School was constructed directly to the south. The property to the north is zoned for a future mixed use development and to the east is the Prairie West 7th Addition residential subdivision. The land to the west is zoned A-1, Agricultural, and consists of farmland and the floodplain along Dry Run Creek.

Zoning considerations involve evaluation of the following four criteria:

1) Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?

The Future Land Use Map identifies this and the surrounding properties as Low Density Residential and Greenways/Floodplain. Low density residential emphasizes single family detached development. Typical densities range from 1 to 4 units per acre. The requested R-1 Zoning is consistent with the Future Land Use Map. Development of the property will provide additional residential housing in proximity to the new elementary school.



Future Land Use Map with Categories



2) Are areas of this site in the Floodplain? Are there environmental sensitive areas that need to be protected?

As both of these lots have been farmed the topography of the land is relatively flat. Both properties border the floodplain boundary (see image to the right). The floodway is indicated by red hashing, the blue shaded area represents the boundaries of the 100 year flood plain, and the orange shaded area represents the boundaries of the 500 year flood plain. The properties subject to



this rezoning do not fall within the floodplain. There does not appear to be any environmentally sensitive areas on these sites that need to be protected. This will be confirmed when the land is subdivided for development. If any sensitive areas are found during the required environmental assessment they will be protected.

- 3) Is the property readily accessible to sanitary sewer and water services? These developments, as well as any development in the city will be provided with full municipal services. Sanitary sewer and water are readily available to the site. Connections to sanitary sewer and water service are available from Arbors Drive to the South and Richard Road to the East. There will also be future connections to Greenhill Road to the north as development continues in this area. In order to further develop the land to the west of the proposed site, the necessary infrastructure (i.e. sanitary sewer and water) will need to be extended to the western boundaries of this site.
- 4) Does the property have adequate roadway access? Development of the property under R-1 Zoning will be possible by extending Arbors Drive from the south, which will also extend north as part of the West Village Subdivision to provide a street connection to Greenhill Road. Richard Road will be extended west to provide access to a future subdivision from the east. Any future subdivision will need to provide a pattern of streets that connects with the existing street network in this part of the community.

#### **TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposal and have no comments that need to be addressed on the proposed item.

The rezoning of this property would allow for the continued development of residential lots. A notice was mailed to the adjoining property owners on November 20, 2018 regarding this rezoning request.

#### PLANNING & ZONING COMMISSION

Introduction and Public Hearing 11/28/2018 Chair Oberle opened the public hearing and Mr. Wingert noted that he will be abstaining from this item. Ms. Lehmann provided background information on the request. She noted that all criteria with regard to future land use map consistency, protection of environmentally sensitive areas, access to needed municipal services, and adequate street connection to the site, have been met. Staff recommended approval of the request. Ms. Oberle asked if there were any comments from the public. There were none. The Commission agreed that the request was fairly straight forward. Ms. Lehmann noted that if the Commission felt it was appropriate they could forward the request on to City Council without reviewing it again at the next Commission meeting. The Commissioners discussed the possibility and agreed that reviewing the request a second time was not needed.

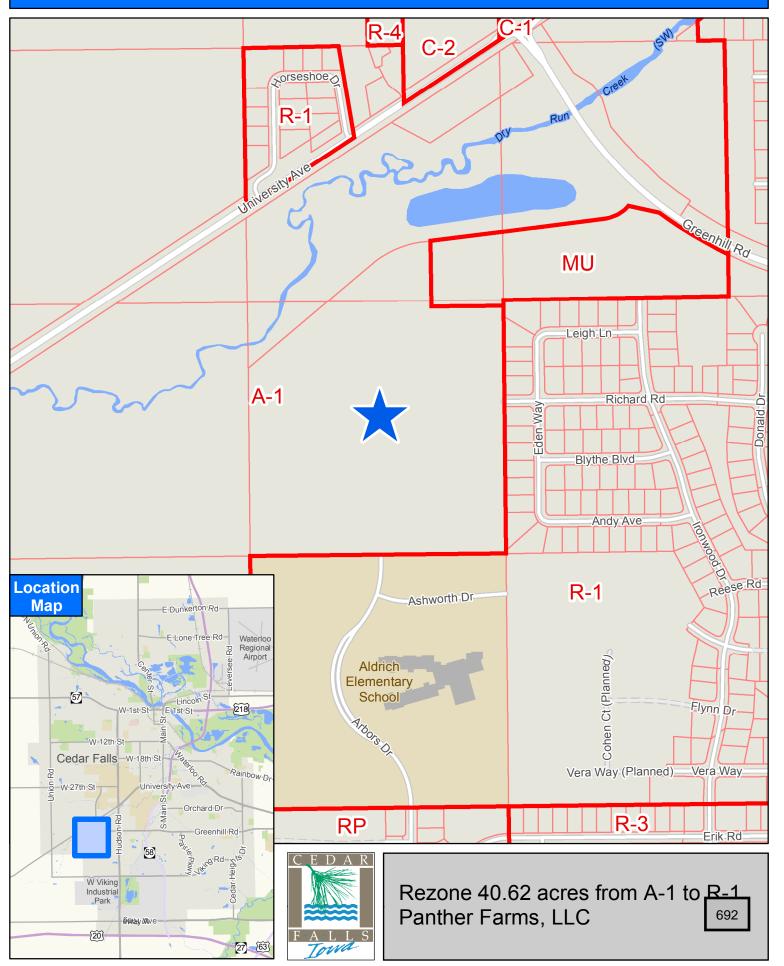
Mr. Leeper made a motion to approve. Ms. Saul seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Arntson, Giarusso, Hartley, Holst, Leeper, Oberle, and Saul), 1 abstention (Wingert) and 0 nays.

#### STAFF RECOMMENDATION

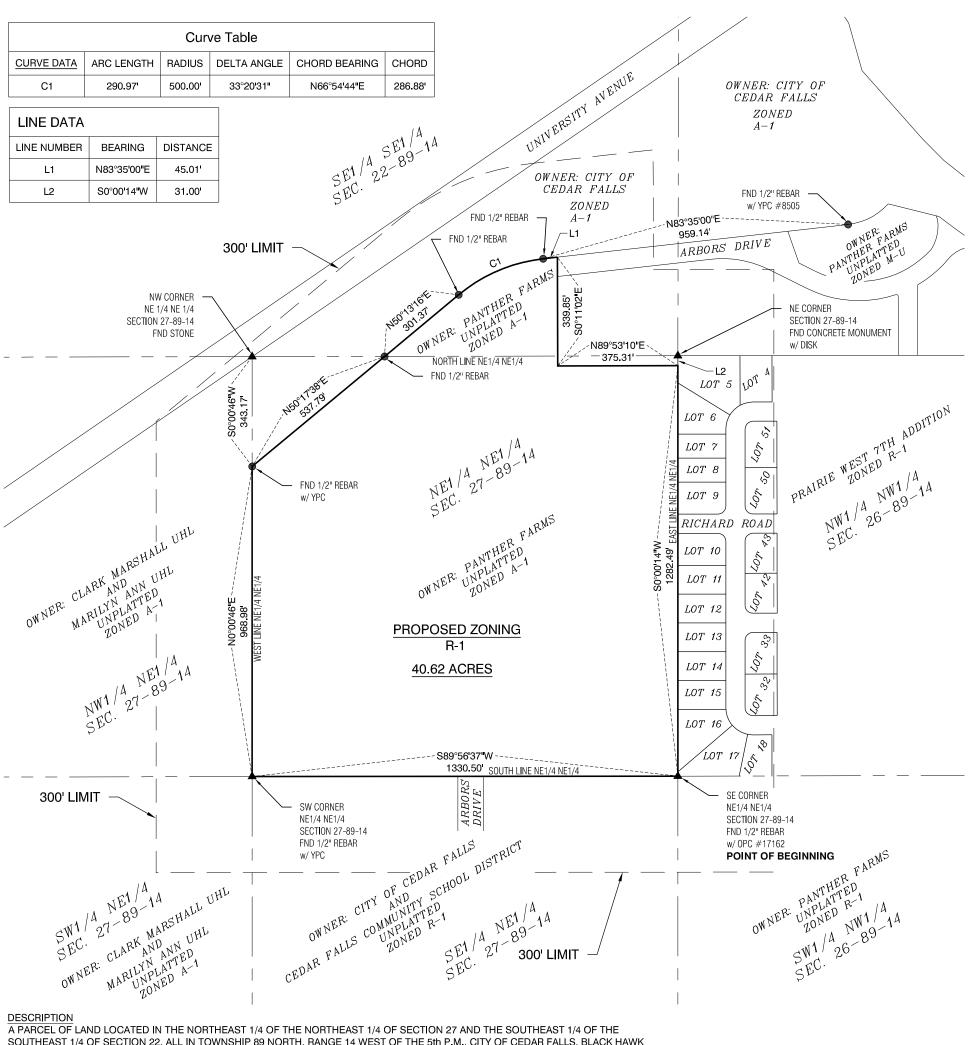
The Community Development Department recommends that the City Council set a date for public hearing on January 7, 2019 for this rezoning request.

Attachments: Location Map, Rezoning Exhibit, Letter of Intent

# Cedar Falls Planning & Zoning Commission November 28, 2018



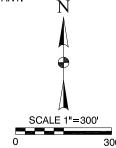
# REZONING PLAT EXHIBIT PRAIRIE WEST II



SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27: THENCE, NO°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79; THENCE, N50°13'16"E 301.37"; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID

SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



Clapsaddle-Garber Associates, Inc 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaconsultants.com DRAWN SHEET NO. CAQ 693

10-9-2018

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

October 18, 2018

Planning Department City of Cedar Falls 220 Clay St Cedar Falls, IA 50613



RE: Prairie West 2 Subdivision Rezoning

#### To Whom It May Concern:

On behalf of Panther Farms, LLC, we would like to submit a rezoning application for parcel 8914-27-226-002 and part of 8914-22-478-004 as indicated on the rezoning exhibit. This land will be used as the next phase of the Prairie West subdivision and consist of a number of single-family homes to be built at a later date.

At this time the application is only to rezone the property to R1 from A1 and does not include platting or other planning efforts.

Please contact me at 641-752-6701, or <a href="mailto:stroskey@cgaconsultants.com">stroskey@cgaconsultants.com</a> if you have any questions.

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

**Stephen Troskey** 

Planner - Project Manager

RESOLUTION NO.
----------------

## RESOLUTION FIXING DATE OF HEARING ON PROPOSED AMENDMENT TO CHAPTER 29, ZONING, CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning of 40.62 acres generally located at the north end of Arbors Drive and the west end of Richard Road from A-1 Agricultural to R-1, Residence as described below, and

WHEREAS, said Commission has recommended approval of said change in zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to amend Section 29-107, District Boundaries of Division I, Generally, of Article III Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, by removing and changing from the A-1 Agricultural Zoning District, and placed in the R-1 Residence Zoning District the following described real estate:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

And that said public hearing shall be held on the 7th day of January, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of December, 2018.

	James P. Brown, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

NOTICE OF PUBLIC HEARING ON PROPOSED CHANGES IN SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER TWENTY-NINE (29), ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY REMOVING CERTAIN REAL ESTATE FROM THE A-1, AGRICULTURAL DISTRICT AND PLACING SAID REAL ESTATE IN THE R-1, RESIDENCE DISTRICT

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended approval to the City Council of Cedar Falls, Iowa, for an amendment to Section 20-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, and known as the Zoning Ordinance and that the City Council of the City of Cedar Falls, Iowa, has received a request to amend said Ordinance by removing the following described real estate from A-1, Agricultural District, and placing the same in the R-1, Residence District, as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27: THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

There will be a public hearing to consider said proposed rezoning on the 7th day of January, 2019 at 7:00 o'clock P.M., in the Council Chambers and said request is now on file in the office

of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference
and inspection by the public. Comments on said proposed change in said Ordinance may be
made in writing at any time prior to the public hearing as set forth herein and oral comments will
be heard at said hearing.

Jacqueline Danielsen, MMC, City Clerk