



# Tentative Agenda

ROBINS CITY COUNCIL

MONDAY, JANUARY 23, 2023

5:30 P.M. @ ROBINS CITY HALL

*(ONE OR MORE MEMBERS OF THE COUNCIL MAY BE ATTENDING VIA ELECTRONIC DEVICE)*

## AGENDA:

1. Call the Meeting to Order
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Approval of the Agenda
5. Set date for January Budget Meeting
6. Approval of the Minutes of the January 3<sup>rd</sup> and January 9<sup>th</sup>, 2023 Meetings
7. Approval of Resolution No, 0123-6, Pay Request #3 to Rathje  
Construction in the \$77,712.14 for work completed on the SE Trunk  
Sanitary Sewer Improvements.
8. Discuss and possible motion on the Request from Mark Wood relating to  
Woods Edge at Dry Creek Second Addition,
9. Approval of the 28E Agreement between Cities of Cedar Rapids,  
Hiawatha, Marion, and Robins with the Corridor Metropolitan Planning  
Organization for Utilizing Community Project Funding for Tower Terrace  
Road Transportation Corridor Improvements.
10. Review and approve the Job Description of "Fire Code Official".
11. Recommendation from Fire Chief Keith Feldkamp relating to the Fire  
Code Official Position and possible motion.
12. Motion to Adjourn.



## *ROBINS CITY COUNCIL MINUTES OF THE JANUARY 3<sup>RD</sup>, 2023 MEETING*

*Mayor Chuck Hinz called the meeting to order at 7:00 p.m. in Robins City Hall on Tuesday, January 3<sup>rd</sup>, 2023. After the Pledge of Allegiance to the Flag, roll call was taken with Councilors Marilyn Cook, Dick Pilcher, JD Smith, Dave Franzman and Roger Overbeck present. Also in attendance was Building Official/Superintendent of Public Works Mike Kortenkamp, REDI Coordinator Greg Neumeyer, Engineer Kelli Scott, Attorney Holly Corkery, Planning and Zoning Administrator Dean Helander, Fire Chief Keith Feldkamp, Police Captain Gary Manhart, City Clerk/Treasurer Lori Pickart along with guests Susan Forinash and Mark Wood. Cook moved to approve the Agenda, Franzman seconded and all voted aye.*

### *COMMITTEE REPORTS*

- ⇒ Mayor Chuck Hinz noted he and staff has been working on the 5-year CIP.*
- ⇒ Parks Coordinator Dave Franzman provided information relating to the potential restroom facility in the Robins Landing Park. He noted it is planned to have 4 unisex restrooms and 1 family restroom. He also provided information relating to a story book trail.*
- ⇒ Streets Coordinator JD Smith reported a good job was done on the recent snowfall and blizzard. He noted with the warmer temperatures most of it has melted. Streets Superintendent Kortenkamp noted he has been working on quotations relating to street repairs.*
- ⇒ Public Works Coordinator Roger Overbeck noted all is going well with the detention basins and noted the city is awaiting a quotation for the S. Troy Road culverts.*
- ⇒ Public Safety Coordinator Dick Pilcher noted we survived the worst blizzard we have seen for a while. He commended the Fire Department on taking Santa around town to the Robins neighborhoods.*
- ⇒ Finance Coordinator Marilyn Cook noted it is the budget and 5-year Capital Improvements season, adding we need to set up a meeting in the near future.*
- ⇒ Engineer Scott noted there are several items on the agenda including three Final Plats.*

### *CITIZEN COMMENTS – Agenda Items – None*

### *CITIZEN COMMENTS – Non-Agenda Items*

- ⇒ Greg Neumeyer, 1685 Mackenzie Drive and REDI Coordinator reviewed the REDI annual report with the Council. Neumeyer noted he is focused on finding businesses for Robins Landing and Eagle View Commercial Developments and is looking at land availability. He asked the Council if they know of any businesses who might want to move into Robins to let him know along with any land owners wanting to annex into the City. Chairperson Helander noted several years ago REDI asked to have the Council stop the funding to REDI. He noted with a part time Coordinator and other costs like insurance, web page updating, etc. he asked the Council to restart the budgeting to fund REDI.*

### *CONSENT AGENDA*

- ⇒ Overbeck moved to approve the Consent Agenda which contained the Minutes of the December 5<sup>th</sup> meeting; the Financial Report; the List of Bills Submitted; and Resolution No. 0123-3 relating to the Slough Bill exemption for Don Wood. Smith seconded the motion and all voted aye.*

OLD BUSINESS

⇒ None

NEW BUSINESS

- a. **Epic Event Center Development Agreement.** Property Owners Jerry and Karen Sunderman wish to sever the property of the Epic Event Center from the rest of their property. The City required a Development Agreement for future owners. The Council reviewed the agreement; Pilcher moved to approve Development Agreement #2022-4 between the City of Robins and Epic Event Center owners. Smith seconded the vote and all voted aye.
- b. **Final Plat – Epic Event Center First Addition.** The Council reviewed the said plat. Cook moved to approve Resolution No. 0123-1 approving the Final Plat of the Epic Event Center First Addition; Smith seconded and all voted aye.
- c. **Plat of Survey No. 2695.** Engineer Scott noted our Infrastructure Plan adopted in March of 2021 outlines the future right-of-way needs throughout the City. Our Infrastructure Plan identifies North Troy right of way width of 84'. The south property would need to dedicate 14.5' and the north property would need to dedicate 12' to reach the 42' half width. Smith moved to table Resolution No. 0123-2 until discussions with the affected property owners could be completed. Cook seconded the motion and all voted aye.
- d. **Woods Edge at Dry Creek Second Addition.** Kortenkamp noted he is working with the Cedar Rapids Water Department in either getting the water taps moved as they are now located in the sidewalks of the development or take all future responsibilities of the taps. Pilcher moved to approve Resolution No. 0123-4 approving the final plat, Franzman seconded and all voted aye.
- e. **Eagle View First Addition to Robins.** The Council reviewed the Final Plat of the Eagle View First Addition to Robins. They noted the additional verbiage in Resolution No. 0123-5, relating to the purchaser of the lots will need to obtain a Letter of Map Amendment (LOMA) based on the fill process (LOMR-F), along with a pre-construction elevation certificate prepared by a Certified Engineer. Franzman moved to approve said Resolution, Smith seconded and all voted aye.
- f. **CIP Meeting.** Mayor Hinz noted he would like to have a meeting to review the Capital Improvements Plan separate from the budget meeting. The Council decided January 9<sup>th</sup> at 4:30 p.m.

The council adjourned at 7:55 p.m.

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Chuck Hinz, Mayor

ATTEST:

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Lori Pickart, City Clerk/Treasurer



*ROBINS CITY COUNCIL  
MINUTES OF THE JANUARY 9<sup>TH</sup>, 2023 MEETING*

*Mayor Hinz called the meeting to order at 4:30 p.m. in the Robins City Hall on Monday, January 9<sup>th</sup>, 2023. Roll call was taken with Councilors Marilyn Cook, Dick Pilcher, Roger Overbeck, JD Smith and Dave Franzman present along with Police Chief Andy Humphrey, Fire Chief Keith Feldkamp, Engineer Kelli Scott, Planning and Zoning Administrator Dean Helander, Building Official Mike Kortenkamp, REDI Coordinator Greg Neumeyer and City Clerk/Treasurer Lori Pickart.*

*The only item on the Agenda was review of the 5-Year Capital Improvements Plan, which the Council discussed. They adjourned at 6:23 p.m.*

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*Chuck Hinz, Mayor*

*ATTEST:*

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*Lori Pickart, City Clerk/Treasurer*

RESOLUTION NO. 0123-6

RESOLUTION APPROVING PAY REQUEST #3 TO  
RATHJE CONSTRUCTION FOR WORK COMPLETED ON THE  
SE TRUNK SANITARY SEWER IMPROVEMENTS  
FROM S. MENTZER TO DRY CREEK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
ROBINS, IOWA that Pay Request No. 3 to Rathje Construction in the amount of  
\$77,712.14 for work completed on the SE Trunk Sanitary Sewer Improvements  
from S. Mentzer to Dry Creek is hereby approved.

BE IT FINALLY RESOLVED that the City Clerk is directed to provide  
payment for Pay Request No. 3.

PASSED AND APPROVED, this 23<sup>rd</sup> day of January 23, 2023.

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Chuck Hinz, Mayor

ATTEST:

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Lori Pickart, City Clerk/Treasurer



December 29, 2022

City of Robins  
265 S 2<sup>nd</sup> St  
Robins, IA 52328

RE: SE TRUNK SANITARY SEWER IMPROVEMENTS FROM S. MENTZER TO DRY CREEK –  
PAY REQUEST #3

Dear Mayor and City Council,

Enclosed for your review and approval is Pay Request #3 for work on the SE Trunk Sanitary Sewer Improvements from S. Mentzer to Dry Creek project.

We have reviewed the pay estimate and find it in agreement with the work completed to date. We, therefore, recommend approval of Pay Request #3 in the amount of **\$77,712.14** to Rathje Construction Company.

Work completed this period includes installation of subdrain, pipe culverts, grading, resspreading of topsoil, erosion control measures, site restoration and other miscellaneous construction items.

Feel free to contact me to discuss further if needed. Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Patrick Williams', is written over a light blue horizontal line.

Patrick Williams  
Project Engineer

Cc: Nate Byers, Dan Scofield – Rathje Construction Company  
Attached: Pay Request #3

### APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: SE Trunk Sanitary Sewer Improvements From S. Mentzer to Dry Creek

S&A PROJECT NO.:

121.0304

OWNER: City of Robins  
CONTRACTOR: Rathje Construction  
ADDRESS: 305 44th St  
Marion, IA 52302  
DATE: 12/27/2022

PAYMENT PERIOD: 10/23/2022  
to 11/30/2022

#### 1. CONTRACT SUMMARY:

Original Contract Amount: \$ 578,978.41  
Net Change by Change Order: \$ 37,698.00  
Contract Amount to Date: \$ 616,676.41

#### CONTRACT PERIOD: TOTAL CALENDAR DAYS

Original Contract Date: September 13, 2021

Original Contract Time: 105  
Late Start Date April 1, 2022

Added by Change Order: 84

Contract Time to Date: 11/30/2022

Time Used to Date: 243

Contract Time Remaining: -54

#### 2. WORK SUMMARY:

Total Work Performed to Date: \$ 414,206.75  
Retainage: 5% \$20,710.34  
Total Earned Less Retainage: \$393,496.41  
Less Previous Applications for Payment: \$ 315,784.27  
AMOUNT DUE THIS APPLICATION: \$77,712.14

#### 3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and  
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Rathje Construction Company

CONTRACTOR

By

*Nate B.*

DATE:

12/29/22

#### 4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By

*Patrick Williams*

DATE:

12-29-22

#### 5. OWNER'S APPROVAL

City of Robins

OWNER

By

DATE:



# 6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS		COMPLETED WORK THIS PERIOD			COMPLETED WORK TO DATE		
		PLAN QTY.	UNIT	QTY. TO DATE	CO #	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
1.	Clearing and Grubbing	1	LS			\$ -	1		\$ 6,450.00
2.	Topsoil, On-site, 6"	2264	CY	764		\$ 12,224.00	2264		\$ 36,224.00
3.	Excavation, Class 10	623	CY	623		\$ 11,525.50	623		\$ 11,525.50
4.	Subbase, Modified	160.7	SY	68		\$ 459.00	68		\$ 459.00
5.	Removal of Known Pipe Culvert, CMP, 36"	80	LF			\$ -	80		\$ 1,200.00
6.	Removal of Known Pipe Culvert, HDPE, 12"	10	LF			\$ -	10		\$ 500.00
7.	Removal of Known Pipe Culvert, RCP, 24"	14	LF			\$ -	16		\$ 800.00
8.	Removal of Known Pipe Culvert, RCP, 36"	40	LF			\$ -	40		\$ 1,000.00
9.	Compaction Testing	1	LS			\$ -			\$ -
10.	Turfstone Pavers	1384	SY			\$ -			\$ -
11.	Rock Excavation	31	CY			\$ -	26		\$ 1,950.00
12.	Trench Foundation	26.5	TON	17		\$ 850.00	17		\$ 850.00
13.	Replacement of Unsuitable Backfill Material	154.6	CY			\$ -			\$ -
14.	Trench Compaction Testing	1	LS			\$ -			\$ -
15.	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	1669.7	LF			\$ -			\$ -
16.	Sanitary Sewer Service Relocation	2	EA			\$ -	5		\$ 7,500.00
17.	Removal of Sanitary Sewer, PVC, 8"	35	LF			\$ -	35		\$ 350.00
18.	Removal of Sanitary Sewer, PVC, 10"	692	LF			\$ -	692		\$ 6,920.00
19.	Sanitary Sewer Abandonment, Plug	2	EA			\$ -	2		\$ 500.00
20.	Pipe Culvert, Trenched, HDPE, 12"	60	LF			\$ -	80		\$ 4,240.00
21.	Pipe Culvert, Trenched, RCP, 24"	14	LF	14		\$ 1,130.50	14		\$ 1,130.50
22.	Pipe Culvert, Trenched, RCP, 36"	120	LF			\$ -	120		\$ 13,320.00
23.	Pipe Apron, RCP, 24"	1	EA	1		\$ 1,500.00	1		\$ 1,500.00
24.	Footing for Concrete Pipe Apron, RCP, 24"	1	EA	1		\$ 950.00	1		\$ 950.00
25.	Pipe Apron Guard	1	EA	1		\$ 1,650.00	1		\$ 1,650.00
26.	Subdrain, Type 1, Trenched, 6"	592	LF			\$ -			\$ -
27.	Subdrain, Type 1, Trenched, 8"	1970	LF			\$ -			\$ -
28.	Subdrain, Type 1, Trenchless, 6"	60	LF			\$ -			\$ -
29.	Subdrain Cleanout, Type A-2, 8"	5	EA	1		\$ 850.00	5		\$ 4,250.00
30.	Hickenbottom Subdrain Cleanout, Type A-2, 8"	5	EA	2		\$ 1,400.00	5		\$ 3,500.00
31.	Pipe Bursting, HDPE, 16"	401.9	LF			\$ -	401.9		\$ 54,256.50
32.	Manhole, SW-301, 48"	6	EA			\$ -	6		\$ 21,000.00
33.	Manhole Adjustment, Major	2	EA	0		\$ -	0		\$ -
34.	Connection to Existing Manhole	2	EA	1		\$ 1,500.00	2		\$ 3,000.00
35.	Remove Manhole	6	EA			\$ -	6		\$ 6,000.00
36.	Pavement, HMA	158.4	TON			\$ -			\$ -
37.	Driveway, Granular	51	TON	114		\$ 2,850.00	114		\$ 2,850.00
38.	Pavement Removal	160.9	SY	94		\$ 822.50	136		\$ 1,190.00
39.	Temporary Traffic Control	1	LS	0.6		\$ 1,800.00	0.8		\$ 2,400.00
40.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	2.8	AC			\$ -			\$ -
41.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4	2.8	AC			\$ -			\$ -
42.	Watering	300	MGAL			\$ -			\$ -
43.	Warranty	1	LS			\$ -			\$ -
44.	SWPPP Management	1	LS	0.2		\$ 360.00	0.6		\$ 1,080.00
45.	Filter Sock, 9"	6983	LF			\$ -	5427		\$ 10,854.00
46.	Filter Socks, Removal	6983	LF			\$ -	55		\$ 22.00
47.	Temporary RECP, Type 2.C	5366	SY			\$ -			\$ -
48.	Rip Rap, Class E	103	TON	83		\$ 4,980.00	83		\$ 4,980.00
49.	Stabilized Construction Entrance	240	SY	17		\$ 85.00	173		\$ 865.00
50.	Mobilization	1	LS	0.2		\$ 6,000.00	0.8		\$ 24,000.00
51.	Concrete Washout	1	LS			\$ -			\$ -
15.A	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	-1669.7	LF			\$ -			\$ -
52.	Sanitary Sewer Gravity Main, Trenched, PVC, 15"	1669.7	LF			\$ -	1669.7		\$ 100,182.00
				TOTAL			TOTAL		
				\$ 50,936.50			\$ 339,448.50		



CHANGE ORDER SUMMARY:								
26.	Subdrain, Type 1, Trenched, 6"	-592	LF		\$ -		\$ -	
27.	Subdrain, Type 1, Trenched, 8"	-1,970	LF		\$ -		\$ -	
28.	Subdrain, Type 1, Trenchless, 6"	-60	LF		\$ -		\$ -	
CO2-1	Subdrain, Type 1, Trenched 12"	2,562	LF	679	\$ 16,465.75	2,489	\$ 60,358.25	
CO2-2	Subdrain, Type 1, Trenchless, 12"	60	LF	60	\$ 14,400.00	60	\$ 14,400.00	
CO2-3	Remove and Reinstall Rip Rap	1	LS		\$ -		\$ -	
CO2-4	Concrete Flume and Sediment Basin Cleanout	1	LS		\$ -		\$ -	
					\$ 30,865.75		\$ 74,758.25	
					\$ 81,802.25		\$ 414,206.75	

**Lori Pickart**

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**From:** mark.woodconstructioninc.com <mark@woodconstructioninc.com>  
**Sent:** Friday, January 13, 2023 8:32 AM  
**To:** City Of Robins  
**Cc:** Joseph Mailander  
**Subject:** FW: Woods Edge at Dry Creek 2nd Addition

Hello Lori,

Would you please forward this email to all the members of the Robins City Council?

Thank you.

**Subject:** FW: Woods Edge at Dry Creek 2nd Addition

*To the Honorable Mayor and City Council:*

*I am requesting that the City accept the dedication of Outlot A of the Woods Edge at Dry Creek 2<sup>nd</sup> Addition Final Plat. Outlot A includes the permanent detention basin that serves the single family residential homes in Woods Edge at Dry Creek 1<sup>st</sup> and 2<sup>nd</sup> Additions.*

*The 1<sup>st</sup> Addition was platted in 2016 and a temporary basin was located in the current location of Outlot A. A temporary basin was permitted by the City due to the understanding that the 2<sup>nd</sup> Addition would include improvements to create a permanent basin in this location. At the time of the 1<sup>st</sup> Addition construction, there was no mention by the City that future detention basins would not be accepted. If that would have been a possibility, then the development would have been designed and approved in one Addition, and the construction would have been phased.*

*The design and permitting of the 2<sup>nd</sup> Addition was started in the summer of 2021 and the improvement plans were approved by the City on March 14, 2022. A revised ordinance regulating the City's acceptance of detention basins was passed in the Summer of 2021. There was no discussion from City Staff regarding this new ordinance or mention of it retroactively impacting the basin plans for the fully developed 1<sup>st</sup> Addition.*

*The area currently draining to Outlot A includes runoff from both Additions of Woods Edge at Dry Creek, along with runoff from the Emery Place development. This drainage area represents the full current and future drainage area for the basin.*

*Restrictive covenants are in place for the 1<sup>st</sup> Addition, and these covenants allow property owners to create a home owners association (HOA). However there was no City requirement for the private ownership of basins in 2017, and these covenants were created with the primary goal being to address neighborhood concerns. The 13 lots sold in the 1<sup>st</sup> Addition with the understanding that this basin would be City owned.*

*Based on these reasons, am I requesting that the City of Robins accept the dedication of Outlot A and assume ownership and maintenance duties of this permanent basin.*

*Respectfully,  
Mark A. Wood  
DCW Properties LC*

**28E Agreement between the City of Cedar Rapids, Iowa (Cedar Rapids), the City of Hiawatha, Iowa (Hiawatha), the City of Marion, Iowa (Marion), the City of Robins, Iowa (Robins) with the Corridor Metropolitan Planning Organization (CMPO)**

**for**

**Utilizing Community Project Funding for Tower Terrace Road Transportation Corridor Improvements**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between Cedar Rapids, Hiawatha, Marion, and Robins as the “Parties”, and with the CMPO as administrator.

WHEREAS, the Parties are public agencies as defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges, or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, the Parties are entering into this Agreement based on the presumption that the Tower Terrace Transportation Corridor Improvements (hereinafter referred to as the “Project”) receives the full \$5,000,000 in funding from the applicable grants for which the Parties, either separately or collectively, have applied, and

WHEREAS, as part of the Project, the Parties propose to contract professional services for Segments B.1, B.2, C.1, D.1, D.2, F.1, G.1, and G.2 for the Project as shown in Exhibit A attached hereto and made a part of this Agreement and generally described as follows:

- a) Completion of survey of land for said area sufficient to meet federal guidelines;
- b) Completion of preliminary engineering for remaining segments from Interstate 380 to Highway 13;
- c) Right-of-Way acquisition for remaining segments from Interstate 380 to Highway 13 as required, and

WHEREAS, the Parties for each remaining segment are expected to be as follows:

Cedar Rapids: Segments C.1, D.1, and D.2;

Hiawatha: Segments B.1, B.2, and C.1;

Marion: Segments F.1, G.1, and G.2;

Robins: Segments B.1, B.2, and C.1; and

WHEREAS, the City Councils and Policy Board of CMPO have informed themselves of the proposed improvement(s) necessary for the Project's completion.

IT IS NOW HEREBY AGREED that the Parties enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project and, said cooperative actions include the following:

- 1) PURPOSE: The purpose of this Agreement is to define the financing, cost sharing, and to accomplish the Project as described herein in accordance with the aforesaid scope of work.
- 2) SCOPE OF WORK: The scope of work for this Agreement will consist of arranging a contract for professional services with a consultant selected through a Federal-aid Consultant Selection Process. Additional scope of work may be added to this Agreement by subsequent amendments or addend hereto.
- 3) DURATION: This Agreement shall commence on the date that all Parties sign this Agreement and shall continue thereafter until the final completion of the Project and settlement of the financial conditions of this Agreement.
- 4) CEDAR RAPIDS RESPONSIBILITIES: Cedar Rapids shall undertake the following responsibilities:
  - a. Review and provide timely comments during the Project.
  - b. Provide a single point of contact for Project related communications.
  - c. Invoice each of the Parties for their respective share of Project costs.
  - d. Submit quarterly reimbursement requests to the Iowa Department of Transportation for eligible costs, with assistance from the CMPO.
- 5) HIAWATHA RESPONSIBILITIES: Hiawatha shall undertake the following responsibilities:
  - a. Review and provide timely comments during the Project.
  - b. Provide a single point of contact for Project related communications.
  - c. Reimburse the City of Cedar Rapids for its proportionate share of the local costs as set forth in Section 9 herein below.
- 6) MARION RESPONSIBILITIES: Marion shall undertake the following responsibilities:
  - a. Review and provide timely comments during the Project.
  - b. Provide a single point of contact for Project related communications.
  - c. Reimburse the City of Cedar Rapids for its proportionate share of the local costs as set forth in Section 9 herein below.

- 7) **ROBINS RESPONSIBILITIES:** Robins shall undertake the following responsibilities:
- Review and provide timely comments during the Project.
  - Provide a single point of contact for Project related communications.
  - Reimburse the City of Cedar Rapids for its proportionate share of the local costs as set forth in Section 9 herein below.
- 8) **CMPO RESPONSIBILITIES:** CMPO shall undertake the following responsibilities:
- Administer the receipt of the federal funding and coordinate between Parties.
  - Provide a contract manager for the professional services agreement.
  - Facilitate the selection of a consultant using the federal selection process.
  - Provide a single point of contact for Project related communications.
- 9) **FINANCING:** The Project will be jointly funded by the Parties. The City of Cedar Rapids shall pay the upfront costs for the Project and shall seek reimbursement from each Party and the Iowa Department of Transportation. Costs shall be paid by each of the Parties hereto as follows:
- The Parties are responsible for the local cost, and each agrees to pay the entire local cost for their portion of the Project.
  - The total Project cost is estimated in Exhibit B.
  - The grant funding shall be the following proportions: Cedar Rapids 24.53%, Hiawatha 22.53%, Robins 20.17%, and Marion 32.77%.
  - After the grant has been expended, each Party will be responsible for their jurisdictional expenses and these expenses shall not be based on the grant proportions.
  - Payments shall be made to the City of Cedar Rapids within thirty (30) days of receipt of an invoice.
- 10) **FUTURE PARTICIPATION** - In the event that any of the funding agencies do not award full funding, the Parties agree to adjust the scope of the Project, as allowable under the terms of grant requirements, to fit regional priorities using the following criteria: regional benefit, economic impact, local capacity to complete the Project, and readiness to proceed.
- 11) **TERMINATION** – This Agreement will be terminated upon final acceptance of the work by the Parties and final settlement of the financial conditions set forth in paragraph 9 above.
- 12) **CHAPTER 28E PROVISIONS:** There will be no new or separate legal or administrative entity created by this Agreement. The CMPO will file this Agreement with the Iowa Secretary of State as required by law following its execution.
- 13) **EXECUTION:** This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the Parties agree that this Agreement may be executed by electronic, pdf, or facsimile signatures by any party, and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

- 14) INDEMNIFICATION: The Parties shall indemnify and hold each other, their employees, elected officials, and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Parties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement. No joint real or personal property will be acquired, held, or disposed of under this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**Signed:**

**Attest:**

Date:

Date: \_\_\_\_\_

\_\_\_\_\_  
Nicolas Abouassaly, Mayor, Marion

\_\_\_\_\_  
Rachel Bolender, City Clerk, Marion

Date:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Pomeranz, City Manager, Cedar Rapids

\_\_\_\_\_  
Alissa Van Sloten, City Clerk, Cedar Rapids

Date:

Date: \_\_\_\_\_

\_\_\_\_\_  
Bill Bennett, Mayor, Hiawatha

\_\_\_\_\_  
Kari Graber, City Clerk, Hiawatha

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chuck Hinz, Mayor, Robins

\_\_\_\_\_  
Lori Pickart, City Clerk, Robins



## CITY OF ROBINS

### POSITION: Fire Code Official

<b>DEPARTMENT:</b> Fire	<b>FLSA STATUS:</b> Exempt
<b>POSITION SUMMARY:</b> The position is responsible for conducting inspections of industrial, commercial and other public buildings and properties.	
<b>DISTINGUISHING CHARACTERISTICS:</b> This position functions under the authority of the Fire Chief as the Fire Code Official. The Mayor shall approve/appoint and/or dismiss the Fire Code Official subject to the consent of a majority of the Council.	

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FREQUENCY</b>
1.	Shall be a member in good standing of the Robins Volunteer Fire Department	Continual
2.	Enforce all applicable fire prevention laws, regulations, codes and ordinances relating to the protection of life and property.	Continual
3.	Assists the Fire Chief in the development and implementation of a formal risk reduction plan that identifies current community risk and hazards in fire prevention and line safety.	Continual
4.	Develops code and ordinance recommendations pertaining to fire prevention, fire protection, and the manufacture, storage and use of hazardous materials.	Continual
5.	Advises the Fire Chief on matters of Community Risk Reduction.	Continual
6.	Trains fire department and community development personnel in code enforcement, fire inspection, public education, and fire prevention methods.	Continual
7.	Maintains records relating to code enforcement, fire inspection, public education, and fire prevention.	Continual
8.	Oversees the fire department Knox Box program	Continual
9.	Responds to fire and other emergencies and makes certain the I.C.S. a system is being implemented property accepting command when necessary.	Continual
10.	Attends conferences and other professional meetings related to fire department administration and operations.	Continual
11.	Provides input into the selection and management of employees in accordance with City and Departmental policy.	Continual
12.	Performs related work as required and assigned by the Fire Chief.	Continual
13.	Attends civic, professional, service and community group meetings at schools, churches and other places of public	Continual

14.	gathering to explain the activities and functions of the Fire Department and to establish favorable public relations. Plans and participates in the performance of fire inspections, fire investigations, public education and related prevention activities.	Continual
15.	Receives and manages complaints and problems relating to the fire code and provides code-related and fire safety consultation services to the general public.	Continual
16.	Oversees the Department's pre-planning program to maintain up to date information on high hazard properties.	Continual
17.	Establish professional relationships with peer trainers and safety officials and assist in the development and/or coordination of regional training initiatives.	Continual

**Essential Job Knowledge** (position requirements at entry):  
Knowledge of:

- Knowledge of modern fire prevention practices and fire code administration
- Knowledge of the operation and maintenance of the various types of apparatus and equipment used by the fire department, along with the ability to supervise the effective use of such equipment and apparatus.
- Knowledge of the city's geography, including the location of streets, water system and major buildings.
- Knowledge of modern training practices and techniques.
- Ability to plan, direct, coordinate and control the activities of subordinates.

**Essential Job Skills** (Position requirements at entry):  
Skill and ability to:

- Read, understand and apply Fire Code regulations and other local codes;
- Read and understand construction plans and specifications;
- Ability to take corrective actions when appropriate;
- Develop and delegate tasks and projects;
- Problem solving;
- Maintain department records in an organized and orderly way;
- Use computers and related software applications;
- Plan and supervise a varied work program involving both skilled and unskilled maintenance personnel in a manner conducive to full performance and high morale.
- Communicate and maintain effective working relationships (both orally and written) with Mayor, City Council, City staff, citizens, contractors and vendors sufficient to exchange or convey information and to receive work direction.

**Training and Experience** (position requirements at entry):  
Must be certified in the following:

- Firefighter 1 & 2
- Fire Instructor 1
- Fire Officer 1
- ICC Certified Fire Inspector

**Administrative Requirements** (position requirements at entry):  
Valid Iowa Driver's License, CDL preferred, Pre-employment Drug Testing, Criminal Background History Check. Strong leadership and management skills required.

**Physical Requirements:**

Positions in this class typically require: balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, grasping, talking, hearing, seeing, and repetitive motions, all for extended periods of time.

Ability to traverse variable terrain conditions not accessible by vehicle or stairs, including but not limited to, checking ceilings and roofs on steep slopes, and heavily vegetated areas. Perform work outdoor for an extended period.

May be subjected to dirt/dust, fumes/odors, moving machinery, noise, vibration, and visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, and bodily injury. May be exposed to extreme temperatures.

Exerting up to 40 pounds of force occasionally, and/or up to 25 pounds of force frequently, and/or negligible amount of force constantly to move objects.

Prepared by: City of Robins

Adopted: 1-23-2023

The City of Robins retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive and various requirements are subject to possible modifications as a reasonable accommodation for a qualified individual. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



**Robins Fire Department  
Fire Chief Keith Feldkamp  
265 S 2<sup>nd</sup> St  
Robins, IA 52328**



12-20-22

Dear Mayor Hinz;

Please find this letter to be my official recommendation that Assistant Chief Neal Boeckmann be appointed as the first Fire Code Official for the City of Robins. Assistant Chief Neal Boeckmann has all of the qualifications that are required as defined in the Fire Code Official job description that was created earlier this year.

Regards,

A handwritten signature in black ink, appearing to read "Keith Feldkamp".

Fire Chief Keith Feldkamp  
Robins Fire Department  
319-431-7063  
[fire.chief@cityofrobins.org](mailto:fire.chief@cityofrobins.org)



**Robins Fire Department  
Fire Chief Keith Feldkamp  
265 S 2<sup>nd</sup> St  
Robins, IA 52328**



1-9-23

Dear Mayor Hinz;

In regards to my recommendation of Assistant Chief Neal Boeckmann for the Fire Code Official position, this letter details the qualifications held by Neal as they pertain to the Fire Code Official job description and the requirements stated there.

Neal has been an active member of the Robins Fire Department for over 18 years, is a Nationally Certified Emergency Medical Technician and holds the following national certifications: Fire Fighter I, Fire Fighter II, Fire Officer I, Fire Service Instructor I, and also holds the International Code Council title of Fire Inspector I. Neal has many other certificates of training completed for rope rescue, hazardous materials, leadership and officer courses that he has taken over the years.

Regards,

A handwritten signature in cursive script that reads 'Keith Feldkamp'.

Fire Chief Keith Feldkamp  
Robins Fire Department  
319-431-7063  
fire.chief@cityofrobins.org