



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
PLANNING AND ZONING COMMISSION MEETING  
WEDNESDAY, AUGUST 12, 2020  
5:30 PM AT CITY HALL VIA VIDEO CONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via Videoconference. The public may access/participate in the meeting in the following ways:**

- a) By dialing the phone number +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 and when prompted, enter the meeting ID (access code) 886 2008 9534.
- b) iPhone one-tap: +13126266799,,88620089534# or +19292056099,,88620089534#
- c) Join via smartphone or computer using this link: <https://us02web.zoom.us/j/88620089534>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

#### **Call to Order and Roll Call**

#### **Approval of Minutes**

1. Planning and Zoning Commission Minutes of July 22, 2020.

#### **Public Comments**

#### **Old Business**

#### **New Business**

2. **Final Plat – Chrisbro Subdivision (FP20-002)**  
**Location:** 7213 Nordic Drive  
**Applicant:** Craig Christianson; VJ Engineering  
**Previous discussion:** None  
**Recommendation:** *Review and recommend approval*  
**P&Z Action:** *Discuss and make a recommendation to City Council*
3. **Site Plan Amendment - S1 Shopping District (SP20-008)**  
**Location:** 6301 University Avenue  
**Applicant:** Hy-Vee, Inc.  
**Previous discussion:** None  
**Recommendation:** *Introduction, review and recommend approval*  
**P&Z Action:** *Discuss and make a recommendation to City Council*
4. **Central Business District Overlay Design Review – Projecting Sign (DR20-002)**  
**Location:** 515 Main Street  
**Applicant:** Splendore Medical Spa; Sign contractor: Signs and Designs  
**Previous discussion:** None  
**Recommendation:** *Discuss and recommend approval*  
**P&Z Action:** *Discuss and make a recommendation to City Council*

**5. Central Business District Overlay Design Review – Projecting Awning Sign (DR20-003)**

**Location:** 212 Main Street

**Applicant:** Masonic Lodge; Sign Contractor: Signs and Designs

**Previous discussion:** None

**Recommendation:** *Discuss and recommend approval*

**P&Z Action:** *Discuss and make a recommendation to City Council*

**6. Subdivision Code Text Amendment – Division 3. Final Plat**

**City Code Section:** 20-100

**Applicant:** City of Cedar Falls

**Previous discussion:** None

**Recommendation:** *Introduction and discussion*

**P&Z Action:** *Discuss and set a date of public hearing*

**Commission Updates**

**Adjournment**

Reminders:

\* August 26 and September 9 - Planning & Zoning Commission Meetings

\* August 17 and September 8 - City Council Meetings

**Cedar Falls Planning and Zoning Commission  
Regular Meeting  
July 22, 2020  
Via Videoconference  
Cedar Falls, Iowa**

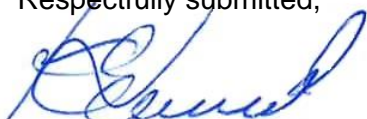
**MINUTES**

The Cedar Falls Planning and Zoning Commission met in regular session on July 22, 2020 at 5:30 p.m. via videoconference due to precautions necessary to prevent the spread of the COVID-19 virus. The following Commission members were present: Adkins, Hartley, Holst, Lynch, Prideaux, and Schrad. Larson, Leeper and Saul were absent. Karen Howard, Community Services Manager, and Jaydevsinh Atodaria, Planner I, were also present.

- 1.) Chair Holst noted the Minutes from the July 8, 2020 regular meeting are presented. Ms. Prideaux made a motion to approve the Minutes as presented. Ms. Lynch seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux, and Schrad), and 0 nays.
  
- 2.) The first item of business was a rezoning request to A-1 Agricultural District to P-1 Public District and a land use map amendment from "Medium Density Residential" to "Schools." Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the petitioner is the Cedar Falls Community School District and they are proposing to rezone property north of West 27<sup>th</sup> Street and west of PE Center Drive from A1, Agriculture to P, Public Zoning. The land use map would also be amended from "Medium Density Residential" and "University" to "Schools." It is proposed to build a new high school on the site. Mr. Atodaria explained that improvements are planned along W. 27<sup>th</sup> Street and to extend the sewer from the south so there will be access to public services, as well as adequate street access to the property. Staff recommends approval of the rezoning and the future land use amendment.  
  
Ms. Prideaux made a motion to approve the land use map amendment. Ms. Adkins seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux, and Schrad), and 0 nays.  
  
Mr. Hartley made a motion to approve the rezoning. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux, and Schrad), and 0 nays.
  
- 3.) As there were no further comments, Mr. Schrad made a motion to adjourn. Mr. Hartley seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux, and Schrad), and 0 nays.

The meeting adjourned at 5:45 p.m.

Respectfully submitted,

  
Karen Howard  
Community Services Manager

  
Joanne Goodrich  
Administrative Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Planning & Zoning Commission  
**FROM:** Jaydevsinh Atodaria (JD), Planner I  
 Matthew Tolan, Civil Engineer II  
**DATE:** August 6, 2020  
**SUBJECT:** Chrisbro Subdivision Final Plat

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**REQUEST:** Request to approve the Chrisbro Subdivision Final Plat. Case #FP19-008

**PETITIONER:** Craig Christianson

**LOCATION:** The property is located on 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive

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#### PROPOSAL

The petitioner owns the 12.18 acre parcel at the northwest corner of Nordic Drive and Commerce Drive. The proposed subdivision will divide the existing lot into four commercial lots and two tracts to serve as detention basins.

#### BACKGROUND

The Lockard Pines subdivision was created in the summer of 2003. This subdivision is located at the northwest corner of Highway 58 and W. Ridgeway Avenue. Over the years, commercial development has expanded in this area, which includes the Super 8 Motel, Kwik Star, Farm Credit Services and Comfort Suites. One of the remaining lots in this subdivision was purchased by the petitioner in the spring of 2011. A site plan for a new Hilton hotel was reviewed by the Planning and Zoning Commission and City Council in 2011. In the fall of 2017, the Planning and Zoning Commission and City Council reviewed and approved a site plan for a conference center addition to the existing Hilton Garden Inn and a site plan for a second hotel on the property. Following that in summer 2019, preliminary plat for entire Chrisbro subdivision was reviewed and approved by Planning and Zoning Commission and City Council.

The petitioner intends to approve the final plat of the subdivision based on recently approved preliminary plat in 2019. The petitioner intends to split the existing 12.18 acre parcel into four (4) commercial lots and two (2) tracts for stormwater management. Lot 1 is reserved for the existing Hilton Garden Inn and Conference Center, Lot 2 is for the second hotel and Lots 3 & 4 will be developed for a commercial use. Site plan review for Lots 3 & 4 will be brought before the Planning and Zoning Commission at a later date. The proposed Chrisbro Subdivision is essentially a re-plat of Lot 3 of the Lockard Pines Addition.



## ANALYSIS

The petitioner, Chrisbro Inc. proposes to approve the final plat of 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive. The final plat includes four commercial lots and two tracts for stormwater management. The property is located in the HWY-1 commercial zoning district. Any development on these lots requires site plan review by the Planning and Zoning Commission and City Council. The site plan review process was completed for the two hotel projects on Lots 1 and 2. The future development for Lots 3 and 4 will be brought before the Planning and Zoning Commission and City Council at a later time.

Tracts A and B are reserved for stormwater detention for all the lots. Chrisbro will own these tracts and will be responsible for the maintenance and upkeep of these basins. There are no public improvements needed for these lots and all utility connections are private from the property line to the building. The Hilton Garden Inn is currently served with a 24-foot wide driveway from Nordic Drive and Commerce Drive. Access to both hotels and the future commercial businesses on Lots 3 and 4 will utilize these driveways.

The HWY-1 zoning district requires a 20-foot setback along Nordic Drive and Commerce Drive and along the north and west side of the plat. The current hotel on Lot 1 and the proposed hotel on Lot 2 satisfy these setback requirements. There are no setbacks required along the interior driveways and access ways into the site. However, the final plat indicates that there is a 20 feet setback along north and south of the private drive for Lot 3 and Lot 4. The setback along the north and west side of the plat include some steep slopes that were created during the grading of the site. The property owner has maintained these sloped areas in turf grass and mows it on a regular basis.

## TECHNICAL COMMENTS

All the utilities and internal road connections within the subdivision are private. The placed internal infrastructure is able to serve the platted lots with access to public streets and Right-of-Way. All the placed utilities are available for development for the platted lots. The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements. Storm water is collected within the existing parking lots and private drives, captured into intakes, and placed into a private underground storm sewer network that empties into two detention basins identified as Tract A and B before entering the public storm sewer located along Nordic Drive and Commerce Drive. The sanitary sewer to this development is provided by a private underground sanitary sewer network to service each lot before connecting into the public sanitary sewer located along Commerce Drive. Additional utility connections for Lots 3 and 4 will be reviewed at a later date when those site plans are submitted to the City.

The property is located outside of the designated 100-year floodplain.

The platting documents including the Deed of Dedication and a plat fee have been submitted. Staff is still awaiting on Mortgage release and Abstract of Title documents.

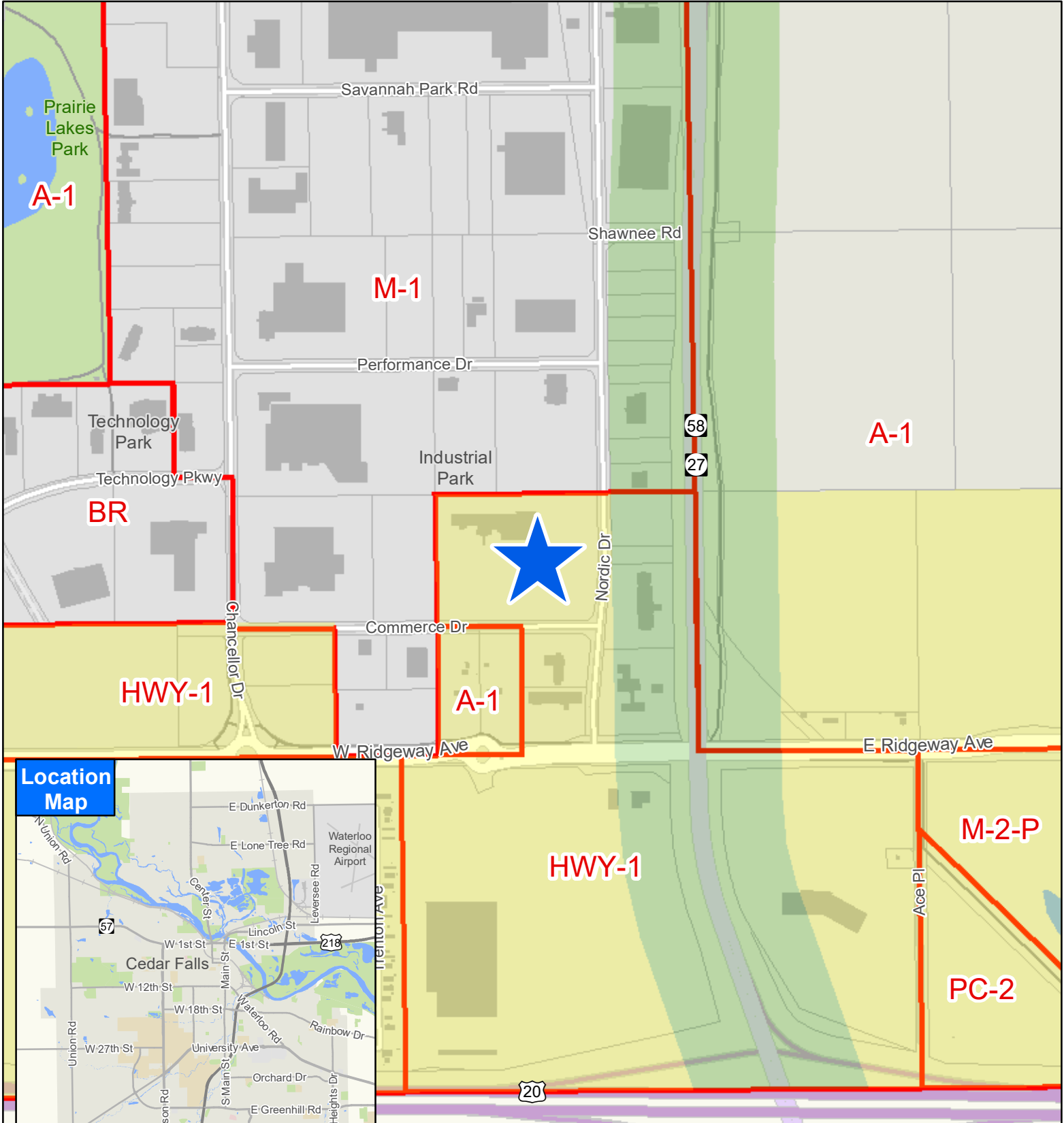
## STAFF RECOMMENDATION

The Community Development Department recommends approval of the Chrisbro Subdivision Final Plat with the following stipulations:

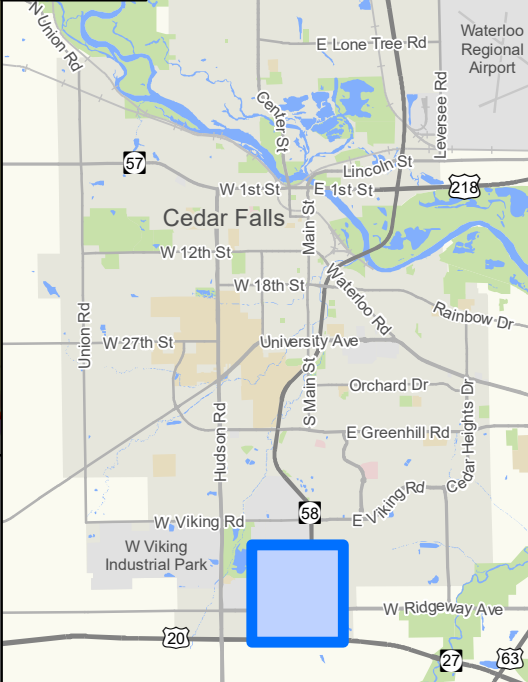
- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conform to all city staff recommendations and technical requirements.

# Cedar Falls Planning & Zoning Commission August 12, 2020

Item 2.



## Location Map



## Chrisbro Final Plat

# Final Plat

## Chrisbro Subdivision

A Replat of Lot 3, Lockard Pines  
Cedar Falls, Black Hawk County, Iowa

### Legal Description:

Lot 3, Lockard Pines, Cedar Falls, Black Hawk County, Iowa.

### Owner / Developer

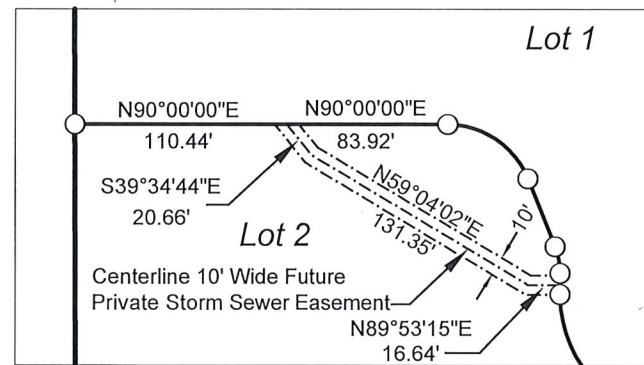
Chrisbro III Inc.  
415 Main Street  
Rapid City, SD 57701  
Craig Christianson &  
Harry Christianson

### Land Surveyor

Matthew Kofta  
VJ Engineering  
1501 Technology Parkway, Suite 100  
Cedar Falls, IA 50613

### Area Summary

12.179 acres in the SE 1/4, SW 1/4 of  
Section 36-T89N-R14W



Cedar Falls Industrial Park Phase XII  
Lot 3

SW Corner Lot 3  
Fnd 1/2"Ø Rebar  
w/Yellow Cap #12086  
prior to construction,  
Set 5/8"Ø x 24" Rebar  
w/Orange Cap #22561

### Notes:

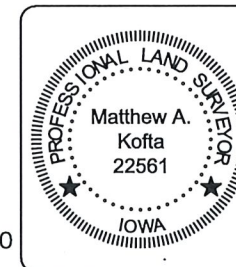
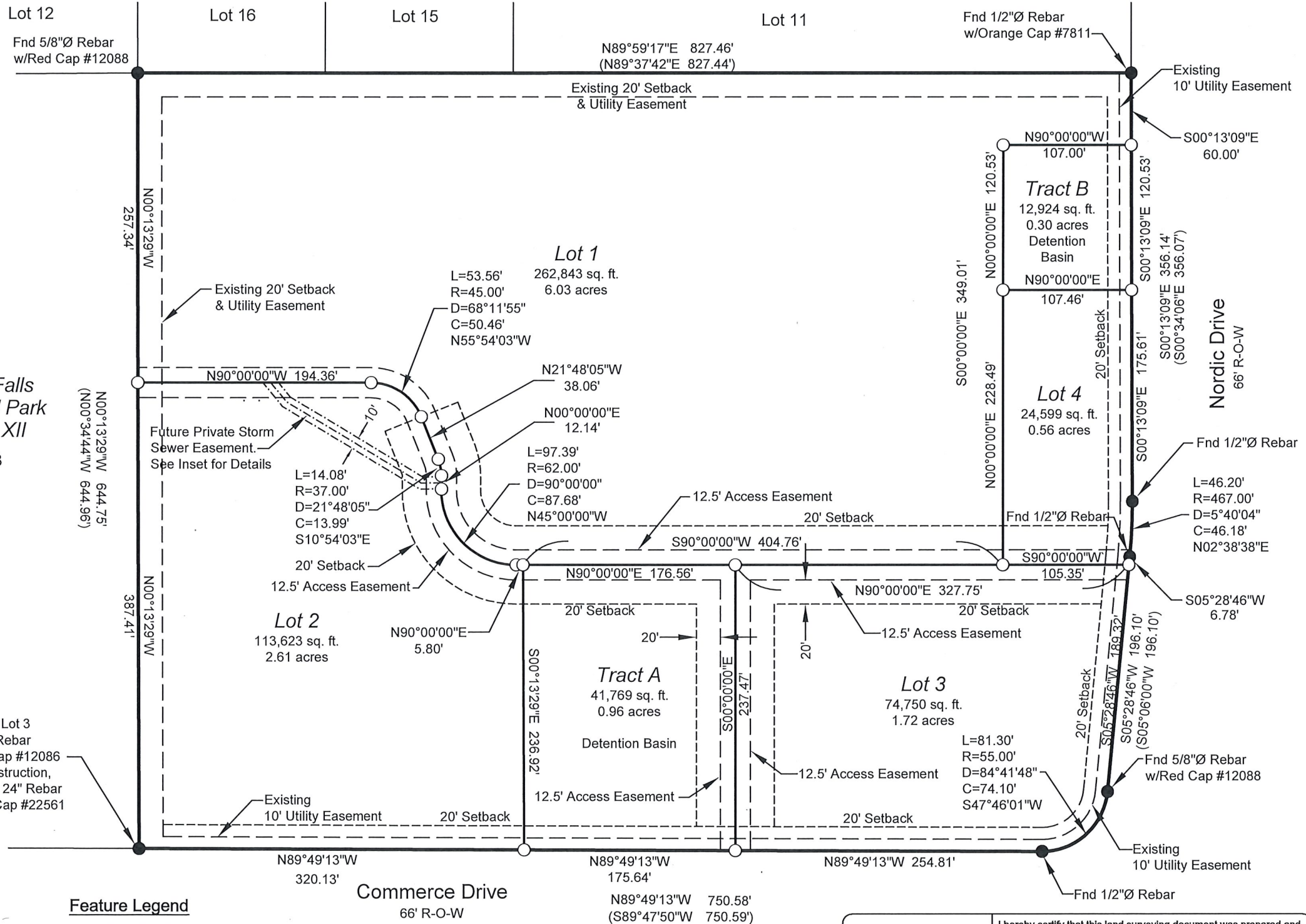
- 1.) The south line of Lot 3, Lockard Pines was assumed to bear N89°49'13"W.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Proprietor: Chrisbro III, Inc., 415 Main St., Rapid City, SD
- 5.) Survey Requested by: Craig Christianson
- 6.) Field work was completed: June 16, 2020
- 7.) Exterior 20' setbacks and utility easements are per original plat of Lockard Pines. Interior 20' setbacks along principal accessways are per HWY-1 zoning requirements.
- 8.) A cut "X" will be set at the lot corners that are located on concrete paving.

### Feature Legend

- Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

Cedar Falls Industrial Park Phase XIII

Cedar Falls Industrial Park Phase XIV



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Matthew A. Kofta*  
Matthew A. Kofta, P.L.S.  
License number 22561  
My license renewal date is December 31, 2020  
Date: 7/21/2020  
Pages or sheets covered by this seal: 1



Item 2.	dg
scale	1"=100'
drawn by	WJL
date	6-26-2020
revisions	
<p>VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829</p>	
<p>Chrisbro Subdivision Replat of Lot 3, Lockard Pines</p>	
7	

**OWNER’S STATEMENT AND DEED OF DEDICATION  
FOR  
CHRISBRO SUBDIVISION,  
A REPLAT OF LOT 3, LOCKARD PINES,  
CEDAR FALLS,  
BLACK HAWK COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That Chrisbro III, Inc., hereinafter “Developer”, being desirous of setting and platting into lots the land described in the **attached Certificate of Survey** by Matthew A. Kofta, Licensed Land Surveyor, dated the \_\_\_\_ day of \_\_\_\_\_, 2020, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as

**CHRISBRO SUBDIVISION,  
A REPLAT OF LOT 3, LOCKARD PINES**

in the City of Cedar Falls, Black Hawk County, Iowa, hereinafter “Development”, all of which is with the free consent and desire of Developer.

**I. EASEMENTS AND PRIVATE DRIVES.**

A. **EASEMENTS.** Developer does hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm, or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, natural gas, electricity, communication service, or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under Development as shown on the attached plat

B. **PRIVATE DRIVES.** The Owners of each Lot grant a perpetual easement for the Private Drives (as hereinafter defined) to be located on their respective Lots, including the right to maintain, repair, and replace the same. The Owners of each Lot, including their customers, employees, suppliers, and contractors, are granted a perpetual easement for ingress and egress on, over, and across the Private Drives. No party shall so use or leave anything on Private Drives so as to prevent the free and uninterrupted use of the Private Drives by the others.

**II. COVENANTS, CONDITIONS, AND RESTRICTIONS.**

Developer does also covenant and agree for itself, its successors and assigns, that each and all of Lots in Development shall be and the same are hereby made subject to the following Covenants, Conditions, and Restrictions upon their use and occupancy as fully and effectively, to all intents and purposes, as if the same were set forth and contained in each deed of conveyance or



mortgage that Developer, or its successors in interest, may hereafter make for any of the Lots and that such restrictions shall run with the land and with each Lot for the length of time and in the particulars hereafter stated, to wit:

**A. PURPOSE.** The overall goal of the Covenants, Conditions, and Restrictions for Development is to produce a high quality and aesthetically pleasing commercial subdivision. The Covenants, Conditions, and Restrictions should help to preserve and enhance an environment in the completed subdivision that is pleasing to occupants, visitors, and neighbors.

**B. DEFINITIONS.** For the purpose of this instrument, the following terms shall have the following definitions:

1. Private Drives – shall mean those private drives as fully set forth on the Final Plat of the subdivision
2. Development - shall mean and refer to the real property described above.
3. Developer - shall mean Chrisbro III, Inc., and its successors and assigns.
4. Lot - shall mean and refer to any individual parcel of land located within Development which is platted as a separate parcel to be sold or developed.
5. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot. In the event an Owner of any Lot consists of more than one person or entity, such persons shall within thirty (30) days after the date of their acquisition of said Lot, execute and deliver to Developer a written instrument, including a power of attorney appointing and authorizing one individual or entity as their agent to receive all notices and demands required to be given pursuant to the terms and provisions of these Covenants, Conditions, and Restrictions, execute any and all documents, consents, and instruments required under the terms and provisions of these Covenants, Conditions, and Restrictions and to cast all votes and to take any and all action required or permitted to be taken by them under the terms and provisions of these Covenants, Conditions, and Restrictions. Owner may change its designated agent by written notice to Developer, but such change shall be effective only after actual receipt of the notice to Developer.
6. Tracts - shall mean Tracts A and B. Tracts will be used for detention basins to serve Lots.

**C. PERMITTED AND PROHIBITED USES.**

1. PERMITTED USES. Lots within Development may be used only for hotels and convention centers, as approved by Developer and not in conflict with any

exclusive rights granted to other Owners or tenants within Development. Further, upon written approval of Developer, Lots within Development may be used for other commercial uses compatible with and ancillary to the aforementioned uses (including, but not limited to, financial institutions, and restaurants, etc.).

2. **PROHIBITED USES.**

- a. Any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, injurious to the reputation of any Lot in Development.
- b. Any use which is in violation of the laws of the United States, the State of Iowa, any other governmental authority having jurisdiction over Development.
- c. Overnight parking of campers, semi-trucks, mobile homes, boats, or motor homes.
- d. Uses not otherwise permitted in Section II(C)(I) above.
- e. Owner shall not sell items outside, unless approved in writing by all Owners in Development.

**D. GENERAL SITE STANDARDS.**

1. **BUILDING DESIGN.** It is Developer's intent to produce an orderly and aesthetically pleasing environment that is compatible with the natural aspects of Development. The aesthetic appearance of the exterior of the buildings and other structures is of paramount concern to Developer.

- a. All construction shall conform to the requirements of the City of Cedar Falls, Black Hawk County, and the State of Iowa Building Code, current editions.
- b. Construction on all Lots shall be diligently pursued and be completed within twelve (12) months of purchase and closing from Developer. In the event construction is not completed in one (1) year, Developer may at its option repurchase the Lot at the previous sale price. No excavation shall be made except in conjunction with construction of an improvement. When such an improvement is completed, all exposed excavations shall be back-filled, graded, and returned, as nearly as possible, to its natural state or to the approved landscape plan for the site.

2. **LANDSCAPING.** It is the intent to provide a landscape image of continuity and diversity by providing color and textural variety. It is also the intent of these regulations to reduce adverse effects upon a Lot and adjacent and nearby property; to screen unsightly and undesirable views, and to provide for shade, protection from elements, and the comfort and convenience of Development tenants and visitors. Landscape plans and any irrigation plans shall be submitted to and approved by Developer. All ground cover shall be seeded or sodded and be suitable for the Black Hawk County climate.

3. **SCREENING.** All mechanical equipment (on the ground or roof), transformers, trash containers, or like equipment in the open shall be screened from view in a manner approved by Developer. Said screen shall be in height at least equal to that of the materials or equipment being stored, but in any event shall fully shield said materials and equipment from public view and view from adjacent buildings.
4. **SITE GRADING AND DRAINAGE.** No water shall be drained or discharged from any Lot, except in accordance with grading plans approved by Developer. Further, no Owner shall interfere with the drainage established by the grading plan for the remainder of Development or any other property adjacent to said Lot. Stormwater shall be collected on-site and discharged in accordance with all federal, state, and local permits.
5. **SIGNAGE.** All signs shall be approved by Developer prior to construction. The design, format, and material of all signs shall be consistent with building architecture and Lot design.
6. **PARKING, DRIVES, LOADING, AND OUTDOOR STORAGE.**
  - a. No Owner shall permit parking on any public street or Private Drive.
  - b. Sufficient off-street parking should be developed at each Lot.
  - c. No Lot shall have more than two curb cuts. All curb cuts are subject to Developer's approval and City of Cedar Falls requirements.
7. **EXTERIOR LIGHTING.** Exterior lighting shall be provided to meet the following guidelines:
  - a. All wiring for exterior lighting, including but not limited to driveway, walkway, area, parking, and decorative lighting, shall be underground.
  - b. All light fixtures shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenant lots, is minimized.
  - c. Light standards shall be restricted to a maximum height of 20'. Poles should be a neutral, color and compliment the subdivision.
  - d. Each tenant shall maintain all light fixtures in proper operating condition.
  - e. Parking and driveway lights shall be of a style and color consistent with established subdivision standards and harmonize with the architecture of the proposed building on the Lot.
8. **LOCATION OF UTILITY LINES.** All utility lines shall be located underground. Whenever possible, utility lines shall be located adjacent to Private Drives to minimize disruption of landscaping during installation and maintenance of the lines. No utility meter or apparatus shall be located on any pole attached to the outside of any building wall which is exposed to view from any public street. All transformers shall be placed on or below the surface.
9. **SUBDIVISION OF LOTS.** No Lot in Development shall be split, divided, or

subdivided, except:

- a. For the purpose of providing land in addition to an entire platted Lot for use in connection with a building; or
- b. Upon the written consent of Developer.

**E. APPROVAL REQUIREMENTS.** As set forth herein, all plans, specifications, requests for authority to remodel or alter, or otherwise change the property must be submitted to Developer for approval. No building, sign, landscaping, lighting, or other exterior improvements shall be altered, placed, or erected on any Lot without prior written approval from Developer. Approvals shall be based upon, among other things, conformity and harmony of external designs with neighboring structures, effect of location and use of improvements on neighboring sites; orientation of main elevation with respect to nearby streets; and conformity of plans and specifications to the intent of these Covenants, Conditions, and Restrictions. Developer shall not arbitrarily or unreasonably withhold its action or decision on such plans and specifications. Improvements or alternations to any Lot shall not be commenced prior to compliance with the following two-part review process.

1. **CONCEPT DESIGN REVIEW.** The objective is to ensure careful site planning with regard to location and size of building, parking, open space, and access. The concept design must be approved by Developer in writing prior to final design. Concept design shall include the following:

- a. Site plan information such as utility locations and connections, drainage, service areas, outdoor storage, trash receptacles, and mechanical equipment. Other activity or equipment that would alter the natural site must be shown.
- b. Building elevations and floor plans.
- c. Building materials, parking, and open space.
- d. Landscaping, signage, and lighting.
- e. Construction staging.

Developer shall provide written comments within fifteen (15) days from Developer’s receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

2. **FINAL DESIGN REVIEW.** Submission to include, but not limited to, the following:

- a. A topographical and boundary map showing contour grades (with 1’ intervals), the species, location, and size (measured 12” above the ground of all existing trees greater than 6” caliper) and the location of all improvements, such as signs, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at parcel corners and for proposed improvements. Lot drainage provisions shall be included, as well as cut and fill details, if any applicable change in contours is contemplated.
- b. Exterior elevations, including areas to be screened.



- c. Exterior materials, colors, textures, and shapes.
- d. Landscaping plan, including proposed clearing, walkways, fences, walls, elevation changes, irrigation systems, vegetation, and ground cover.
- e. Parking area and driveway plan.
- f. Screening, including size, location, and method.
- g. Utility routing and connection points.
- h. Exterior illumination, including location, manufacturer's fixture number, and supporting photometric test data.
- i. Fire Protection system as required by all NFPA Codes.  
Signs, including copy, size, shape, color, typeface, location, illumination, and materials. Also, elevation and plan view drawings indicating sign and relationship to all other visual elements within 50' of the sign.
- k. Trash container storage locations and related screening.
- l. Proposed use of parcel of land and estimated building occupant load.
- m. Clearing plan and tree protection plan, plus measures for environmental protection during construction, including the application for the issuance of any required stormwater discharge permits.
- n. Drainage runoff quantities for 10-year frequency storm.

Developer shall provide written comments within fifteen (15) days from Developer's receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

3. **CONSTRUCTION DOCUMENTS.** A copy of all construction documents shall be filed with Developer prior to commencing construction. Five sets of all documents are to be included in each submission for review. This review is for the purpose of ensuring conformity to Developer approved final design in Section II(E)(2) only. All buildings must be designated by a registered architect and all landscape plans by a registered landscape architect. The architect(s) and registered engineer(s), shall be responsible for the safety of structural, mechanical, electrical, and other systems in the improvements. The seal of Iowa registrations of the appropriate architect, engineer, and/or landscape architect must appear on the final drawings. The architect must also submit a statement of his/her signature to the effect that the contract documents have been prepared in accordance with all other applicable codes, ordinances, and regulations related to this particular project.

Developer shall provide written comments within fifteen (15) days from Developer's receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

**F. MAINTENANCE.** Each Owner and occupant (including a tenant) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, keeping that Lot so owned or occupied, including buildings, improvements, private drive, easements areas, and grounds in connection therewith or appurtenant thereto (specifically including parkway area

between the Lot line and any adjacent street curb), in a well-maintained, clean, wholesome, and attractive condition at all times and shall comply in all respects with all applicable governmental health, fire and safety statutes, ordinances, regulations or requirements. Maintenance requirements shall include, but are not limited to, the following:

1. **TRASH.** All rubbish, trash, garbage, litter, refuse, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from Lot prior to its accumulation.
2. **EXTERIOR LIGHTING.** All exterior lighting and mechanical facilities shall be kept in good working order.
3. **PARKING AREAS.** All parking areas shall be striped and all parking areas, driveways, and roads kept in good repair.
4. **EXTERIOR DAMAGE.** All exterior damage to any improvements shall be promptly repaired and the exterior of all improvements shall be repainted as needed.
5. **LAWN AREAS.** All lawn areas shall be timely mowed and edged a minimum of once a week during the growing season as needed to keep an even, well groomed appearance; shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.
6. **TREES, SHRUBS, PLANTS.** All trees, shrubs, plants, and ground covers shall be timely and properly trimmed (including the removal of deadwood therefrom) according to their plant culture and the landscape design shall be watered and fertilized at such times and in such quantities as require(l to keep them alive and attractive. Any dead tree, shrub, plant, ground cover shall be removed and replaced seasonably. All bed areas shall be free of weeds and cultivated periodically as needed.
7. **PRIVATE DRIVES.** Developer shall be responsible for the initial construction of the Private Drives. Developer shall also be responsible for maintenance, repair, and replacement of the Private Drives, which shall including sweeping and snow removal, unless said repair is necessary due to the negligence of an Owner and then said Owner shall be responsible solely for the cost of said repair. The cost for the same (excluding initial construction) shall be paid by Owners and each Owner's share is to be determined by dividing the square footage of their building constructed by the gross square feet of all buildings constructed in the subdivision. Said share shall change from time to time as new buildings are constructed in the subdivision. Developer shall bill each Owner on a monthly basis. All sums due and owing hereunder and chargeable to any Lot shall constitute a lien on such Lot until fully paid, which lien shall be prior to all other liens except, all liens for taxes and assessments lawfully imposed by governmental authority against such Lot. Owner shall have the right to audit, inspect and copy the books and records of the Developer, and/or to receive copies of any of invoices, with respect to any cost or item, upon 10 days advance written notice by Owner to Developer.

8. **DETENTION BASINS.** Developer shall be responsible for the initial construction of the detention basins. Developer shall also be responsible for maintenance, repair, and replacement of the detention basins, unless said repair is necessary due to the negligence of an Owner and then said Owner shall be responsible solely for the cost of said repair. The cost for the same (excluding initial construction) shall be paid by Owners and each Owner's share is to be determined by dividing the square footage of their Lot by the gross square feet of all Lots in the subdivision. Developer shall bill each Owner on a monthly basis. All sums due and owing hereunder and chargeable to any Lot shall constitute a lien on such Lot until fully paid, which lien shall be prior to all other liens except, all liens for taxes and assessments lawfully imposed by governmental authority against such Lot. Owner shall have the right to audit, inspect and copy the books and records of the Developer, and/or to receive copies of any of invoices, with respect to any cost or item, upon 10 days advance written notice by Owner to Developer.

9. **OWNERS' ASSOCIATION.** Developer reserves the right to assign their rights and responsibilities under this Owner's Statement to an Association to be known as Chrisbro Subdivision Owners' Association created by Developer. Each person or entity who is record owner of a fee or undivided fee interest in any Lot shall be a member of the Owners Association. This shall not be construed to include persons or entities whom hold an interest merely as security for the performance of an obligation. There shall be one vote per Lot and each Lot owner shall be a member of the Association. Membership shall be appurtenant to and may be not separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Chrisbro Subdivision Owners' Association shall be to own and maintain the Private Drives and detention basins of the subdivision, and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to mowing, watering, snow removal of Private Drives, maintenance of the detention basins including water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement to be entered into by Developer.

**G. RIGHT OF FIRST REFUSAL.** If an Owner desires to sell, any or all of, a Lot at any time, said sale shall be subject to a first right of refusal as set forth herein and a Notice of First Right of Refusal shall be personally served on Developer. A copy of any contract and/or offer received from a third party which must be matched shall be provided with said Notice. To exercise the right to purchase Lot as provided herein, Developer must give written notice of the election to Owner no later than 30 days after receipt of Notice of First Right of Refusal, and failure to notify within such period shall be deemed a failure to exercise. Upon exercise of the right to purchase, the parties shall perform their respective obligations as seller and buyer. In the event Developer fails to exercise their first right of refusal herein, this right shall terminate and neither party shall have any further rights or claims against the other, with the exception that if Owner does not close on the sale for which they gave the Notice of First Right of Refusal on, this right shall remain in full force and effect.

**H. INCENTIVE PAYMENTS.** Developer shall be solely entitled to any government incentives, rebates, or other funds (collectively “Incentives”) negotiated and received for Development, including Tracts, and Owners shall not have any claim to the same or right to reduction in payment, including any payment of real estate taxes, based upon the same. Owners shall cooperate with Developer, including but not limited to assigning any rights to Incentives to Developer.

**I. ENFORCEMENT.** If any party shall violate or attempt to violate any of the Covenants, Conditions or Restrictions contained herein, it shall be lawful for Developer or any Owner to prosecute a proceeding in law or in equity against the person or persons violating or attempting to violate such Covenants, Conditions or Restrictions, and to either prevent him or them from so doing or recover damages for such violations.

**J. WAIVER.** Neither the Developer nor its successors or assigns shall be liable to any Owner or occupant of any Lot by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this instrument. Every Owner or occupant of any Lot by acquiring its interest therein agrees that it will not bring any action or suit against Developer to recover any such damages or seek equitable relief because of the same.

**K. VARIANCES.** Developer may grant Owner a variance from these Covenants, Conditions, and Restrictions as long as the general purpose of the Covenants, Conditions, and Restrictions are maintained, provided that Developer may not grant a variance from the use restriction set forth in Section II(C)(1) and (2). Any variance granted from the provisions of these Covenants, Conditions, and Restrictions shall only be applicable to the specific Lot and conditions for which the variance was granted and shall in no respect constitute a change in or effect the terms or conditions set out in the standards as same apply to other Lots or conditions.

**L. MODIFICATION.** Each of the undersigned and all persons and corporations hereafter acquiring any right, title, or interest in Development shall be taken and held to have agreed and covenanted with the undersigned, and with the respective successors and assigns of said real estate, to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the use, improvement, and occupancy of said real estate, for a period of 21 years from the date of the filing of said plat, however, that the easements contained herein, shall not be subject to change at any time, but shall be permanent.

**M. MISCELLANEOUS.**

1. **SEVERABILITY.** If any term or provision of this instrument or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this instrument or the application of such terms and provisions to

circumstances other than those as to which it is held invalid or enforceable.

2. **FURTHER ACTIONS.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the terms hereof.

3. **GOVERNING LAW.** The validity, interpretation, performance and enforcement of this instrument shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this instrument. The prevailing party in any action to enforce this instrument shall be entitled to reasonable attorney fees and costs.

4. **RUNNING WITH THE LAND.** All the covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be construed as covenants running with the land, binding upon, and adhere to the benefit of the heirs, assigns, and successors of the parties.

5. **NOTICES.** Each notice, demand, or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served when delivered personally or by recognized overnight courier service with receipt, or the third (3<sup>rd</sup>) day after being mailed by certified United States mail, postage prepaid, return receipt requested, addressed to the respective party at the address for said Owner designated on the Black Hawk County Assessors' web site, unless a party notifies the others, in writing, of a different address.

IN WITNESS WHEREOF, the undersigned, being Developer herein, has hereunto set its hand as of the day and year first above written.

Chrisbro III, Inc.

\_\_\_\_\_  
By:  
Its:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of Chrisbro III, Inc.

\_\_\_\_\_  
Notary Public

## 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:** Planning & Zoning Commission  
**FROM:** Chris Sevy, Planner I  
Ben Claypool, Civil Engineer II  
**DATE:** August 12, 2020  
**SUBJECT:** Hy-Vee Online Kiosk: Case # SP20-008

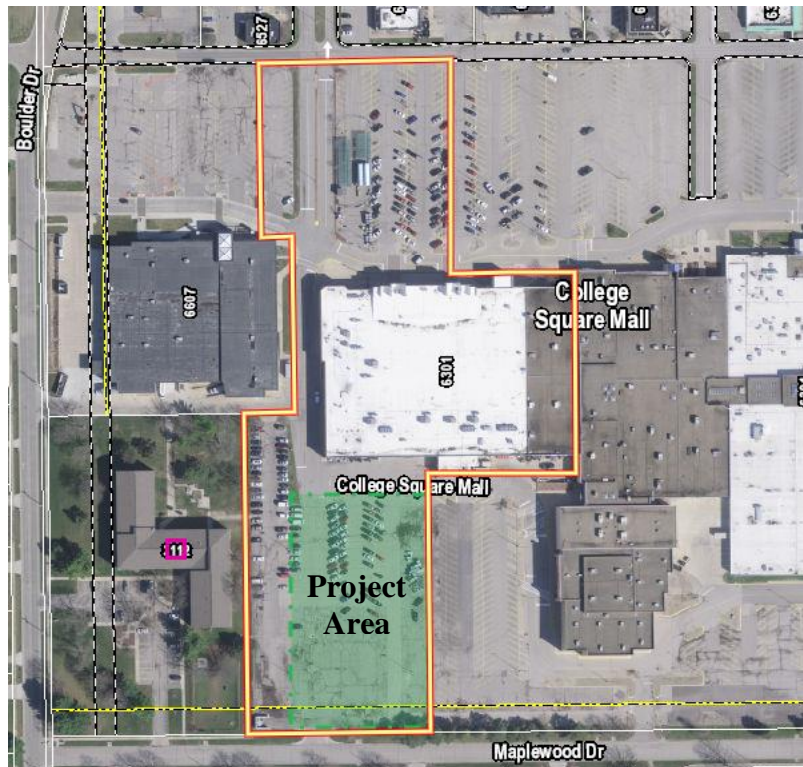
**REQUEST:** Approval for site plan amendment

**PETITIONER:** Hy-Vee, Inc

**LOCATION:** 6301 University Avenue

#### PROPOSAL

The applicant proposes to install a permanent kiosk for online order pick up service in the rear parking lot of their location at 6301 University Avenue. The proposal includes a small storage building, dedicated parking spaces for order pick-up, an overhead canopy, parking lot improvements, and signage. The project area is entirely in the rear of the property (shown in green to the right) and encompasses just under two acres.



**BACKGROUND**

Hy-Vee has offered online ordering for several years. The method to do so currently involves staging the orders using an informal portable office in the rear parking lot where customers can pick up their order. However, since a significant uptick in online orders was spurred by the recent pandemic, the need for a more permanent solution arose. This is being addressed by the proposed site plan improvements.

The property in question is in the S-1 Shopping Center District which, in the case of a *major modification* requires a mandatory site plan review by the Planning and Zoning Commission and the City Council. Creating a more formal online order pickup area in the rear parking lot has been determined to be a *significant parking change* which is one of the items listed under the S-1 district as a *major modification*.

**ANALYSIS**

The purpose of bringing this before the Planning and Zoning Commission is not to evaluate the entire site plan, but is to evaluate the specific improvements that the applicant is proposing.

The following are the improvements and issues relating to each proposed improvement:

Detached accessory structure and canopy

The detached building which is intended for staging of orders is approximately 8 feet by 40 feet and the parking canopy which runs parallel to it is approximately 104 feet long providing a protected loading area for 8 vehicles. The canopy also provides shelter connecting to the building at the entrance/exit.

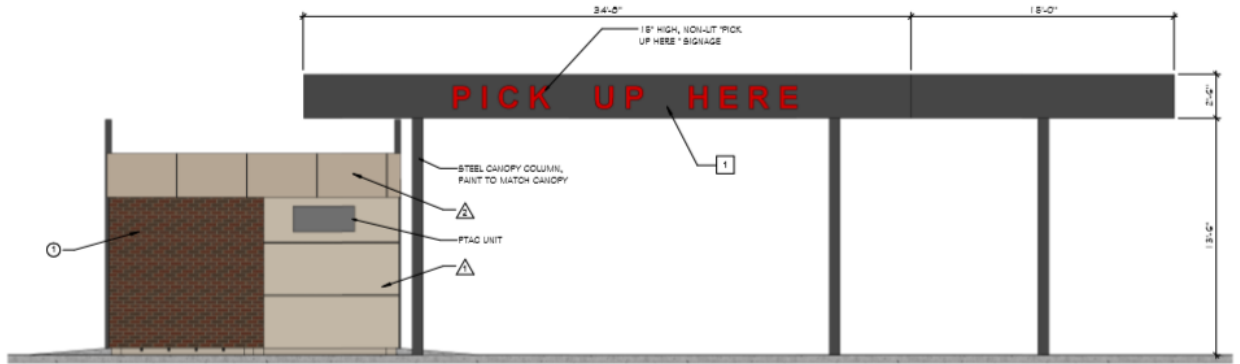
Below are the elevations and a close-up of these structures on the site plan. Detached accessory structures must sit 8 feet from the principal structure and there are no other setbacks required in the S-1 District when abutting another commercial use. The proposed building and canopy both meet the setback requirements.

View from west (building only):



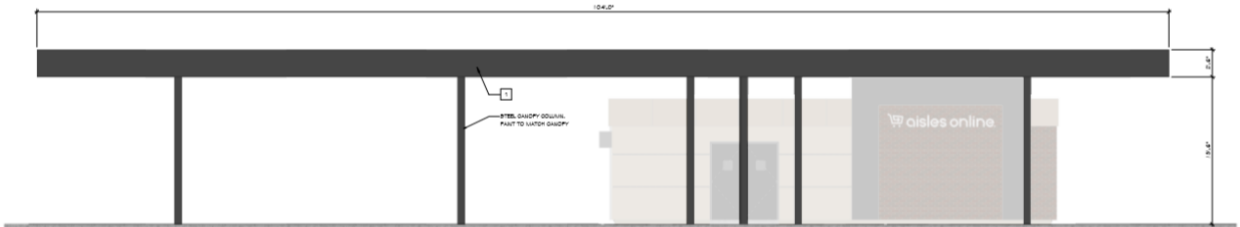


View from north:



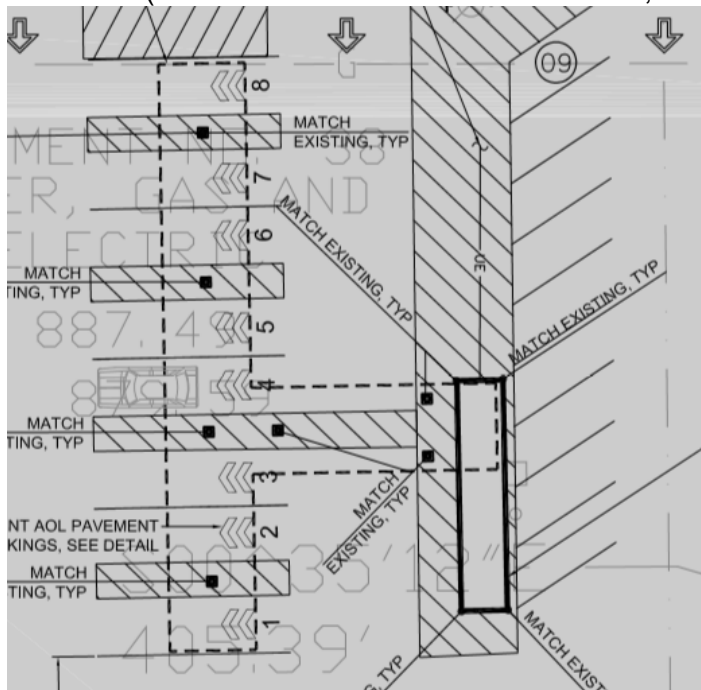
2 SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

View from west (including canopy):



3 CANOPY ELEVATION  
SCALE: 1/4" = 1'-0"

Site Plan (detached structure outlined in bold; canopy outlined by dotted line):



The proposed building is shown to use thin brick and stonewood cladding while the proposed canopy is shown to use prefinished aluminum panels. These materials are similar or at least complementary to those on the principal structure.

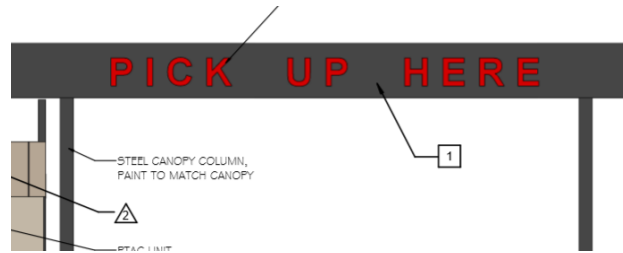
Elimination of parking spaces:

This site plan amendment would eliminate 62 parking spaces out of 670. Zoning requires 363 parking spaces for a grocery store of this size. Therefore, eliminating those spaces will not be an issue.

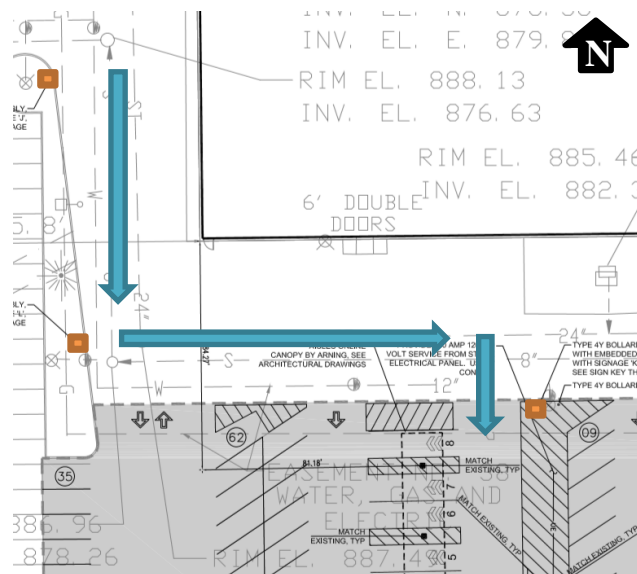
Signage

The elevations and other materials provided by the applicant indicate that signage is part of their site improvements. All signs are marked as non-lit. The following are the signs proposed:

- *Wall sign on the west side of the proposed detached accessory structure that says "Aisles online".* Zoning requires that wall signs not exceed one third of the wall area. This sign appears to meet that requirement.
- *Wall sign on the south side of the canopy that says "Pick up here".* This also must not exceed one third of the wall area and appears to meet that requirement.
- *Directional signs (3) to direct traffic to the pick up area.* These are limited in the code to a sign area of 6 square feet and a height of 4 feet. Below is a sample sign and diagram of their placement and traffic flow.



18"X24"



All signage will be issued on a separate sign permit to ensure they meet code requirements.

#### Parking Lot Improvements and Technical Considerations

The applicant is proposing to perform a large surface milling of a significant portion of the lot behind Hy-Vee. This milling will take place on just under 84,000 square feet which includes the section where the new accessory structure and canopy will go. In portions of the entire project area a complete removal and replacement of the parking lot will occur. This will be over approximately 15,300 sf (12,500 sf in the SW corner and 2800 sf in the NE corner). These areas are currently riddled with potholes that will require more than a milling to correct. A 1.5" asphalt overlay will then top the entire project area, significantly restoring the surface quality of the area.

The proposal also includes new paint for parking stalls, directional arrows, and other important indicators.

Outside of some additional storm sewer intake adjustments, there will be virtually zero alteration to the site's existing storm water controls. For the record, as this project will fully reconstruct the 15,300 sf of the parking lot, that quantity will be reflected on this lot for any future reconstruction to remain compliant with the City's storm water code. Section 24-336 b4 states that any land disturbing activity exceeding 25,000 square feet in an area where the existing land is being redeveloped [will require post-construction storm water control].

This project will be filed within engineering records such that any further land disturbing activity on this site that would cumulatively surpass 25,000 square feet will require complete post-construction storm water control measures to be installed.

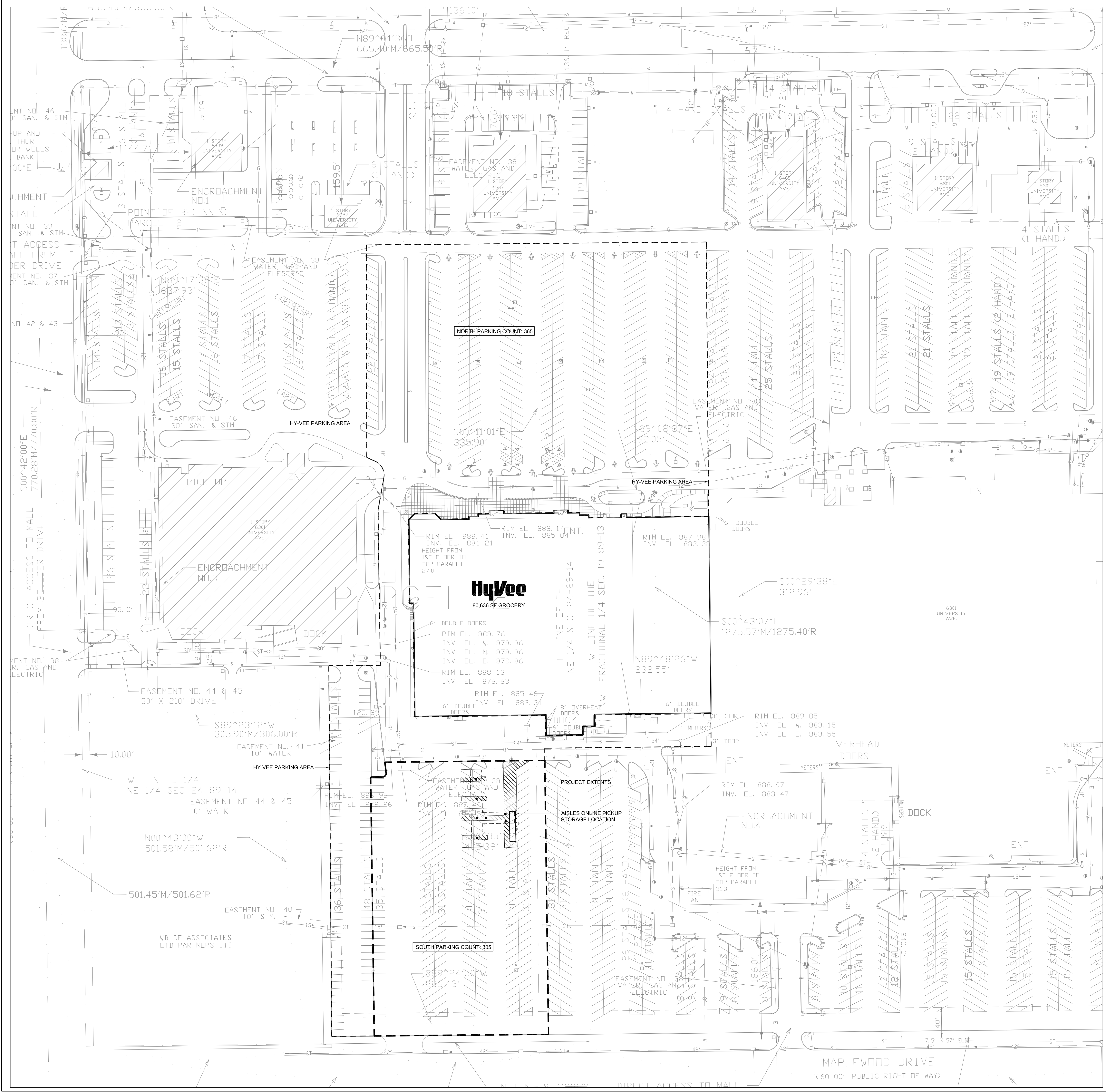
#### STAFF RECOMMENDATION

Introduction of this site plan is for discussion and public comment. If there are no concerns or outstanding questions from the Commission or the public that need to be addressed at a subsequent meeting, staff recommends that the Commission make a recommendation to Council on this matter. The Community Development Department has reviewed this site plan and recommends approval, subject to the following conditions:

1. Developer must address all comments and direction specified by the Planning and Zoning Commission.
2. Developer's plan must conform to all city staff recommendations and technical requirements.

Attachments: Proposed Site Plan  
Proposed Building Elevations  
Applicant Letter of Intent





**SITE LOCATION MAP**  
NOT TO SCALE

**REGULATORY AGENCIES**

**OWNER/DEVELOPER**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**APPLICANT**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**CIVIL ENGINEER**  
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
515-267-2800

**CONTACT:** JEFF STEIN

**PLANNING MANAGER**  
KAREN HOWARD  
319-273-8600

**PLANNING MANAGER**  
STEPHANIE HOUK SHEETZ  
319-268-5151

**CITY ENGINEER**  
DAVID WICKE  
319-268-5161

**FIRE CHIEF**  
JOHN BOSTWICK  
319-273-8622

**ACTING CHIEF OF POLICE**  
CRAIG BERTE  
319-273-8612

**SURVEYOR**  
EARTH TECH  
501 SYCAMORE STREET  
WATERLOO, IOWA 50704  
319-232-6531

**PARKING COUNT**

80,636 SF GROCERY  
EXISTING PARKING SPACES: 670  
8,311,000

PROPOSED PARKING SPACES: 608  
7,511,000

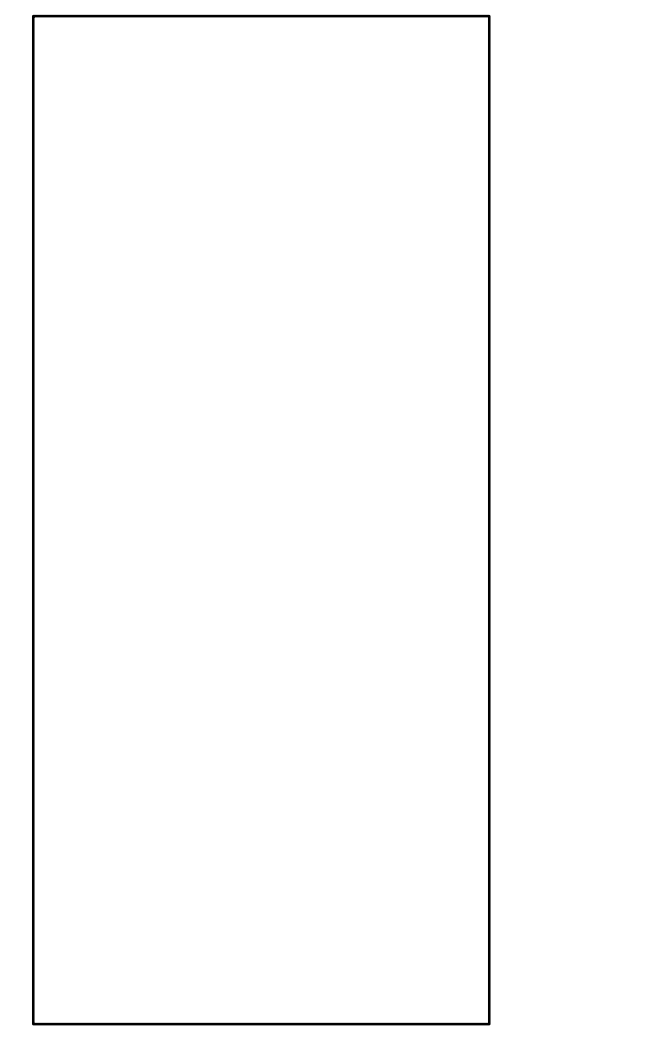
**ZONING AND LAND USE**

S-1

**SHEET INDEX**

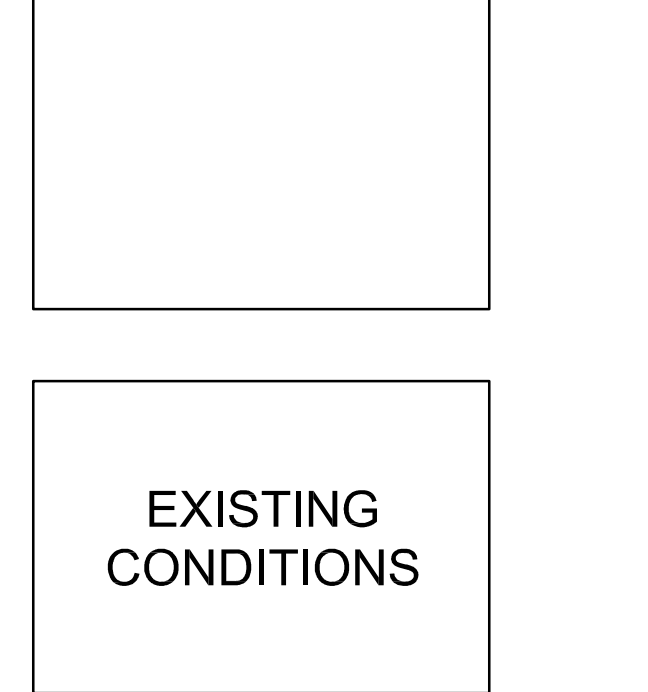
C1.0 EXISTING CONDITIONS  
C1.1 DEMOLITION PLAN  
C2.0 SITE PLAN  
C2.1 FRONT ENTRY PLAN  
C6.0 CONSTRUCTION DOCUMENTS

REVISION	DATE	BY



LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**

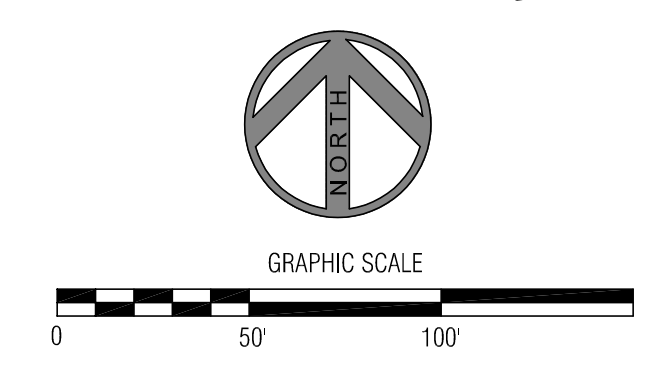
HY-VEE INC.  
5820 WESTTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
TELEPHONE: (515) 267-2800  
FAX: (515) 267-2835



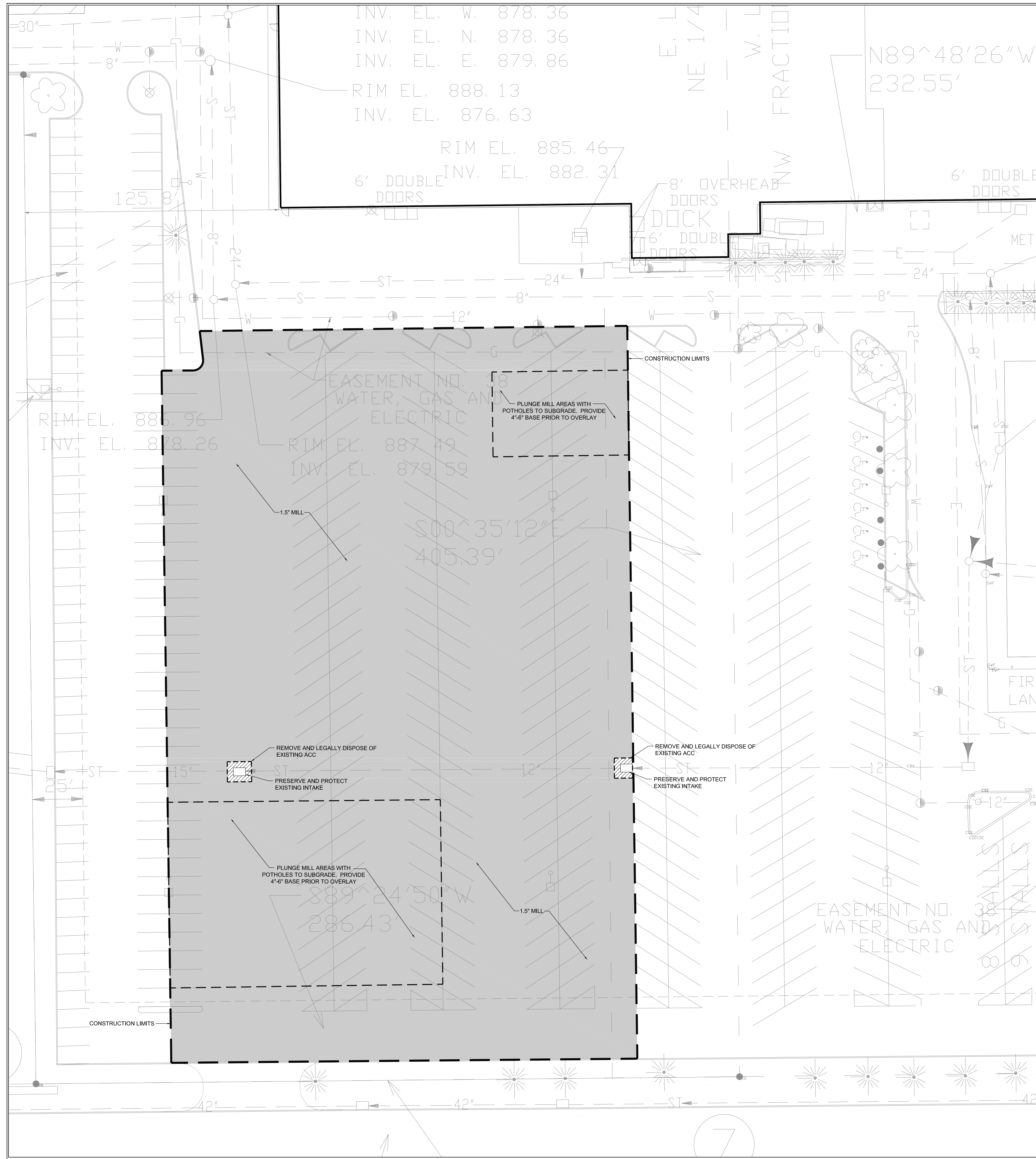
**EXISTING CONDITIONS**

DRAWN: JMD DATE: 07/17/2020  
SCALE: 1"=50'-0" SHEET NUMBER:  

SHEET: **C1.0**

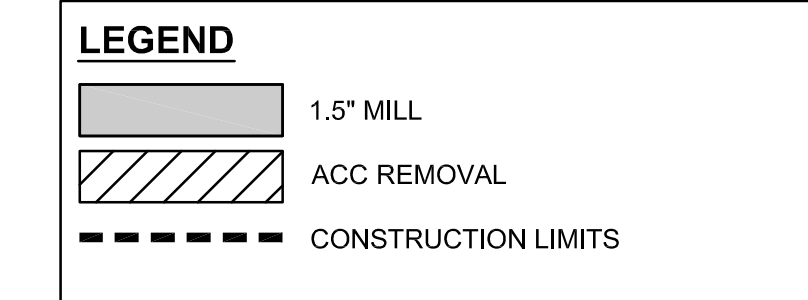






**DEMOLITION NOTES**

1. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
2. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OR RECYCLED OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
3. PROTECT ADJACENT PROPERTY DURING DEMOLITION.
4. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT.
5. REMOVE ALL DESIGNATED STREETS, DRIVEWAYS, ETC. IN THEIR ENTIRETY. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 98% STANDARD PROCTOR DENSITY. BACKFILLING TO BE OBSERVED BY GEOTECHNICAL ENGINEER EMPLOYED BY OWNER.
6. ALL UNDERGROUND AND OVERHEAD UTILITIES WITHIN PROPOSED BUILDING AREA LIMITS ARE TO BE REMOVED ENTIRELY. UTILITIES OUTSIDE THE BUILDING AREA LIMITS MAY BE ABANDONED IN ACCORDANCE WITH UTILITY SUPPLIER REQUIREMENTS.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND SALVAGING ANY IRRIGATION COMPONENTS AND ADJUSTING IRRIGATION AS REQUIRED FOR OPERATION ON REMAINDER OF SITE DURING CONSTRUCTION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SITE DEMOLITION WITH BUILDING DEMOLITION PRIOR TO CONSTRUCTION.



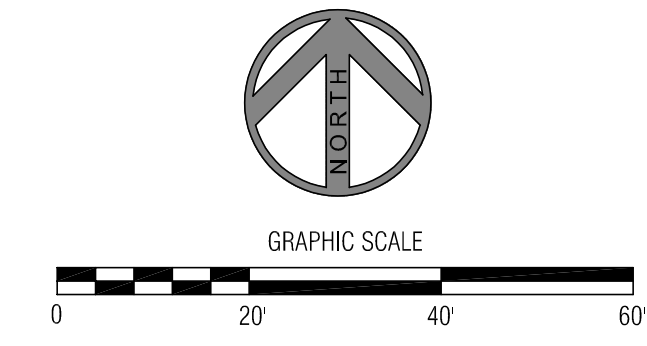
REVISION	DATE BY



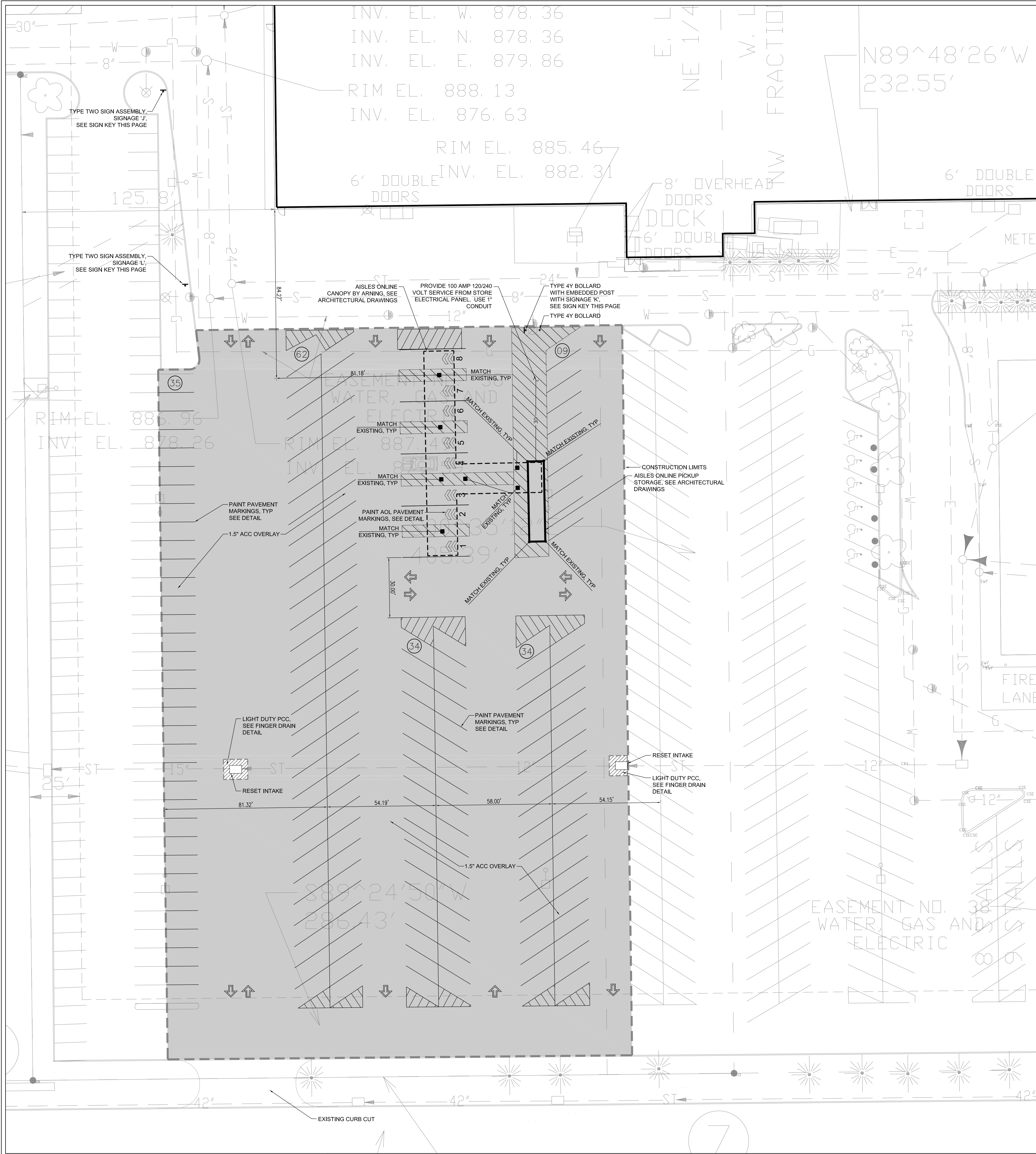
LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**  
 HY-VEE, INC.  
 5820 WESTOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2680  
 FAX: (515) 267-2935



**DEMOLITION PLAN**

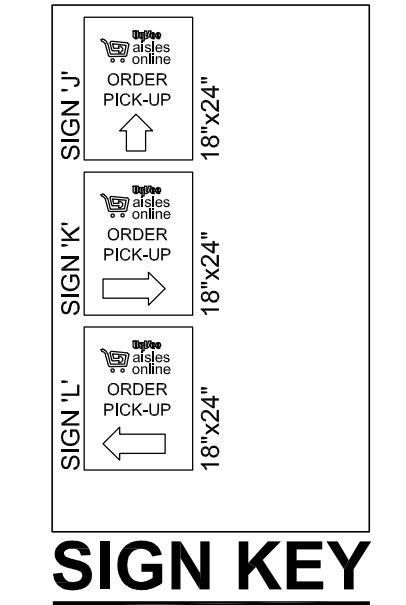


DRAWN: JMD	DATE: 07/17/2020
SCALE: 1"=20'-0"	JOB NUMBER:
SHEET:	<b>C1.1</b>



**LEGEND**

	CONSTRUCTION LIMITS
	TRAFFIC SIGN
	BOLLARD
	1.5 ACC OVERLAY
	6" PCC



- GENERAL NOTES**
- PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTY DURING CONSTRUCTION.
  - PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
  - THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
  - ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.
  - ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
  - FINISH GRADES SHOWN ARE TO TOP OF PAVING, SIDEWALKS, OR FINISH GRADE.
  - STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS TO BE COORDINATED WITH AND APPROVED BY THE OWNER.

- PAVEMENT SPECIFICATIONS**
- CONCRETE:**
- CONCRETE MIX BY UNIT VOLUME. MATCH IOWA SUDAS C-SUD MIX DESIGN:
    - TYPE IP BLENDED CEMENT: 10.6%
    - POTABLE WATER: 13.3%
    - AIR ENTRAINMENT: 06.0%
    - FINE AGGREGATE (≦#4): 31.5%
    - COURSE AGGREGATE (#4 - 1.0"): 39.6%
    - A. MAXIMUM SUBSTITUTION OF FLY ASH SHALL BE 15%. FLY ASH SHALL CONFORM TO ASTM C618 CLASS C.
    - B. MAXIMUM SLUMP USING SLIP-FORM PLACEMENT IS 1". MAXIMUM SLUMP USING OTHER PLACEMENT METHODS IS 4".
    - C. AGGREGATE SHALL BE CLEAN SAND AND CLEAN CRUSHED STONE OR CLEAN GRAVEL FOR HIGH DURABILITY.
  - INSTALL ROADS, PARKING SURFACES, SIDEWALKS AND CURBS WHERE INDICATED ON PLAN. CONCRETE STRENGTH SHALL BE 4,000 PSI @ 28 DAYS.
  - FOR CONCRETE PAVEMENTS, PROVIDE CONTROL JOINTS AT 12'-0" OVER CENTER EACH WAY MAXIMUM UNLESS NOTED OTHERWISE ON PLAN.
  - PERFORM CONCRETE WORK IN ACCORDANCE WITH ACI 301 AND ACI 318. CONFORM TO ACI305 DURING HOT WEATHER AND ACI 306.1 DURING COLD WEATHER.
  - CONCRETE FINISH: MEDIUM BROOM PERPENDICULAR TO THE PATH OF TRAVEL.
  - CONCRETE CURING AGENT: RESIN BASED, MEMBRANE FORMING COMPOUND COMPLYING WITH ASTM C309, TYPE 1.
  - CONCRETE SIDEWALK JOINT SEALANT: SELF-LEVELING POLYURETHANE GUN GRADE SEALANT, COLOR: GRAY.
  - CONCRETE ROADS, PARKING LOT, AND CURB JOINT SEALANT: HOT POURED JOINT SEALANT COMPOSED OF PETROPOLYMERS MEETING REQUIREMENTS OF ASTM D 3405. FILL JOINTS FULL. DO NOT USE BACKER ROD.

- ASPHALT:**
- TACK COAT. REFER TO IOWA SUDAS SPECIFICATIONS:
    - A. PG 56-22
  - APPLY TACK COAT AT .08 GSY RESIDUAL RATE ON CLEAN, DRY SURFACE FREE OF LOOSE PARTICLES PRIOR TO PLACING HMA MIX.
  - HOT MIX ASPHALT. REFER TO IOWA SUDAS SPECIFICATIONS:
    - A. SUBMIT MIX DESIGN FOR APPROVAL
    - B. HMA STANDARDS TRAFFIC (ST) SURFACE: 1/2". PG 58-28H
    - C. MAXIMUM RAP: 20%
  - PLACE THE HMA MIXTURE IN THE NUMBER OF LIFTS REQUIRED TO PRODUCE THE REQUIRED THICKNESS. THE COMPACTED THICKNESS OF THE TOP LIFT SHALL NOT EXCEED 2 INCHES.
  - PLACE SUCCEEDING LIFTS OF HMA AS SOON AS THE PREVIOUS LIFT HAS BEEN COMPACTED.
  - COMPACT EACH LIFT TO 92-96% DENSITY. VERIFY DENSITY BY PROVIDING CORES PER OWNERS TESTING AGENCY.

- SIGNAGE AND STRIPING SPECIFICATIONS:**
- PAINT TRAFFIC DIRECTION ARROWS, PARKING STRIPES, AND HANDICAP SYMBOLS "TRAFFIC YELLOW".
  - PAINT SHALL BE LEAD FREE WATERBORNE TRAFFIC AND HIGHWAY MARKING PAINT UC-3586 YELLOW AS MANUFACTURED BY DIAMOND VOGEL PAINTS OR EQUIVALENT.
  - PROVIDE FOUNDRY GRADE SILICA SAND THAT MEETS A 50/60 GRADED SAND WHEN TESTED ACCORDING TO ASTM C-136 OR GLASS BEADS THAT MEET FEDERAL SPECIFICATION TT-B-1325, TYPE I, GRADATION A.
  - BEFORE APPLICATION OF PAINT, PAINTING SURFACE MUST BE DRY AND FREE FROM DIRT, GREASE, OIL, OR OTHER MATERIAL THAT WOULD REDUCE THE BOND BETWEEN THE PAVEMENT AND PAINT. CLEAN THE AREA TO BE PAINTED BY SWEEPING OR COMPRESSED AIR.
  - APPLY PAINT AT LOCATIONS, DIMENSIONS, AND SPACING SHOWN ON THE PLANS.
  - MIX PAINT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPLY AT THE RATE OF 115 SF/GALLON. THE ADDITION OF THINNER WILL NOT BE PERMITTED.
  - APPLY SILICA SAND AT 4LBS/GALLON OF PAINT IMMEDIATELY AFTER THE APPLICATION OF PAINT. SILICA SAND SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE AND PAYMENT.
  - TREAT GLASS BEADS WITH ADHESION PROMOTING COATINGS AS SPECIFIED BY THE PAINT MANUFACTURER. APPLY GLASS BEADS AT 1.5LBS/GALLON OF PAINT IMMEDIATELY AFTER THE APPLICATION OF PAINT. GLASS BEADS SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE OF PAYMENT.
  - PROTECT ALL MARKINGS FROM DAMAGE UNTIL PAINT IS DRY.

LOCATION:  
CEDAR RAPIDS, IOWA  
AISLES ONLINE PICKUP

**Hy-Vee**  
EMPLOYEE OWNED

HY-VEE, INC.  
5820 WEST TOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
TELEPHONE: (515) 281-2600  
FAX: (515) 281-4353

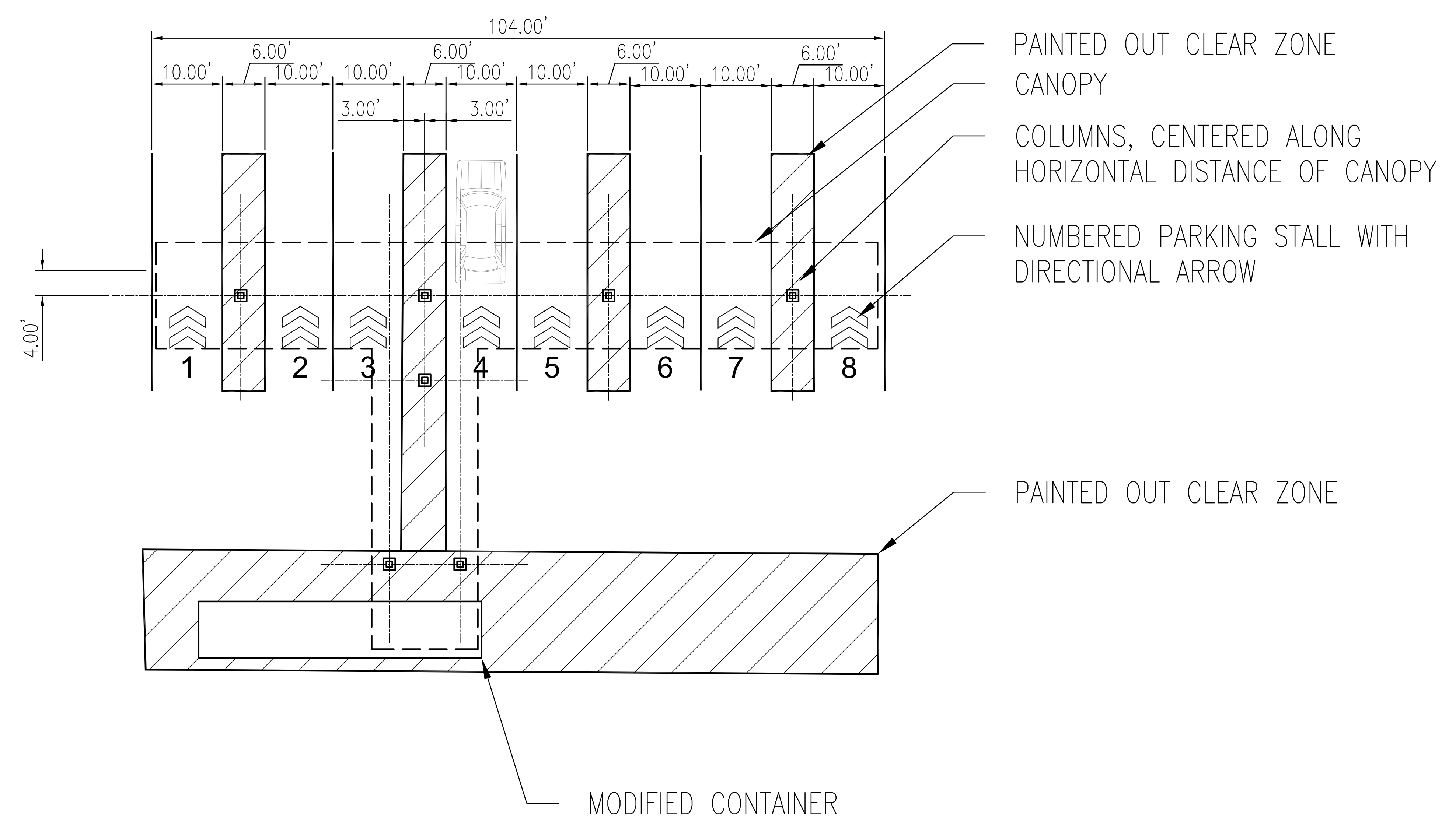
**SITE PLAN**

DRAWN: JMD	DATE: 07/17/2020
SCALE: 1"=20'-0"	JOB NUMBER:
SHEET: C2.0	



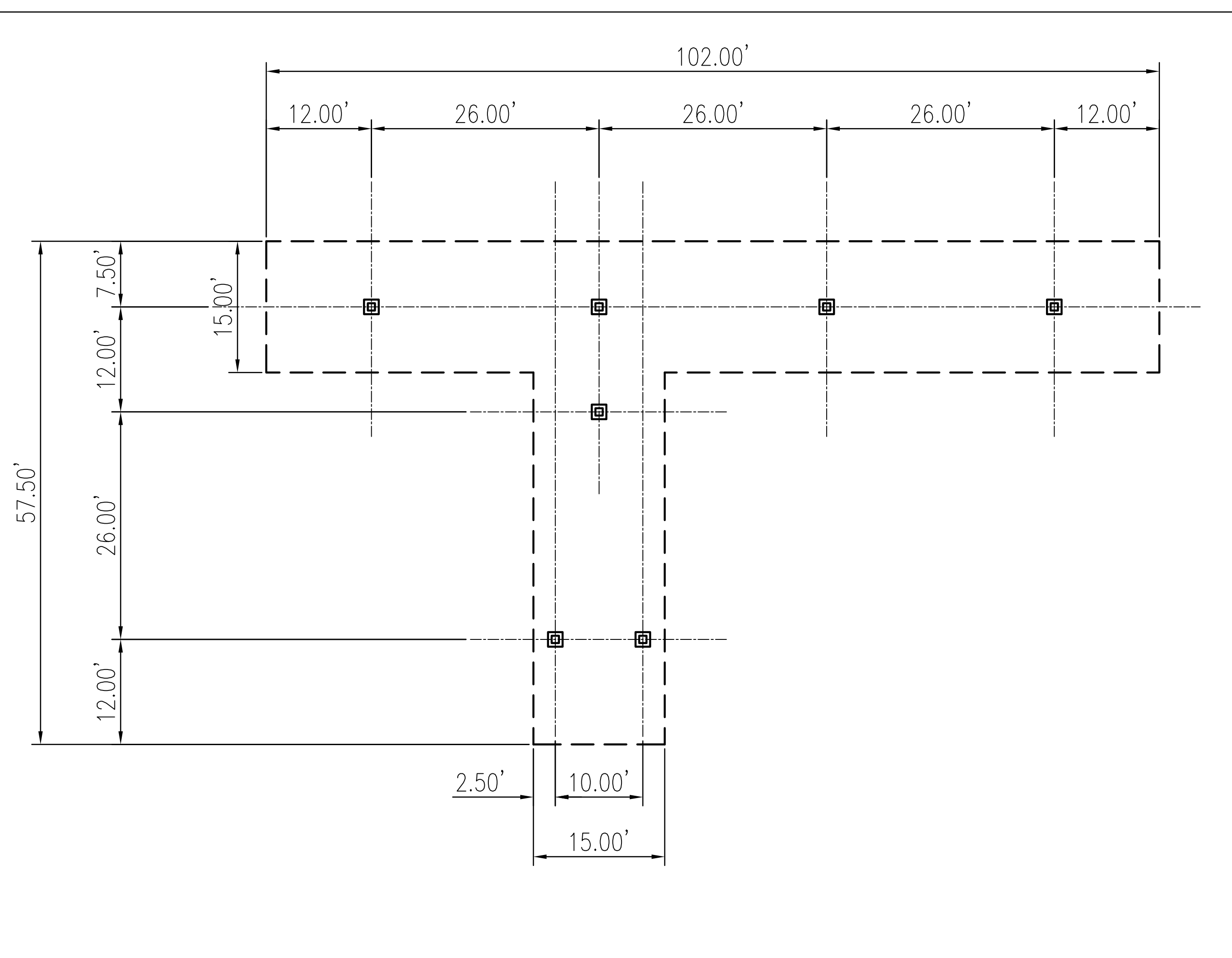


REVISION	DATE BY



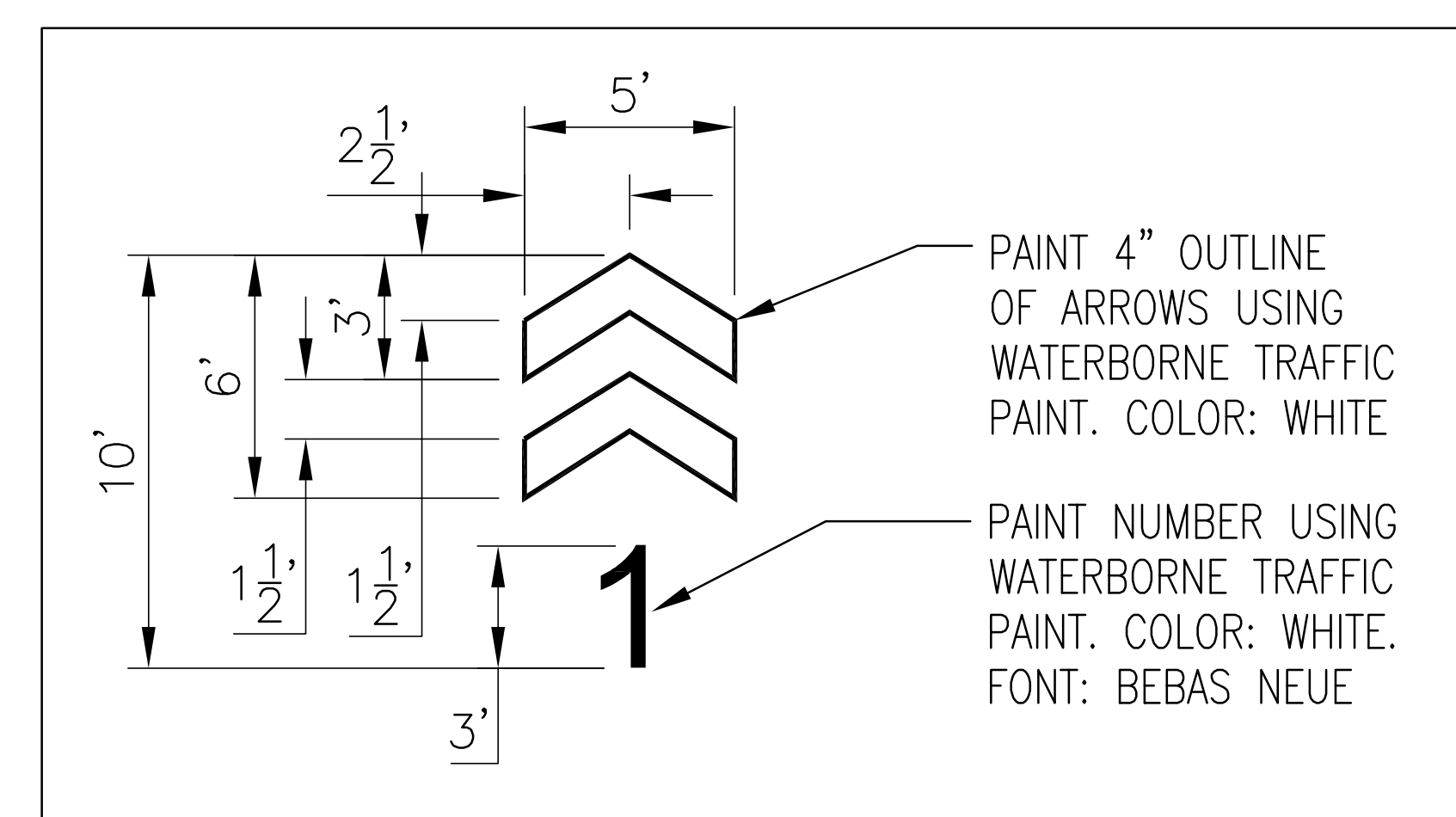
**CANOPY LAYOUT PLAN**

1"=10'-0"



**CANOPY DIMENSIONS**

1"=10'-0"



**LANE MARKING DETAIL**

1"=10'-0"

LOCATION:  
**CEDAR RAPIDS, IOWA**  
**HAILES ONLINE PICKUP**  
 HY-VEE, INC.  
 5820 WESTOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2680  
 FAX: (515) 267-2935

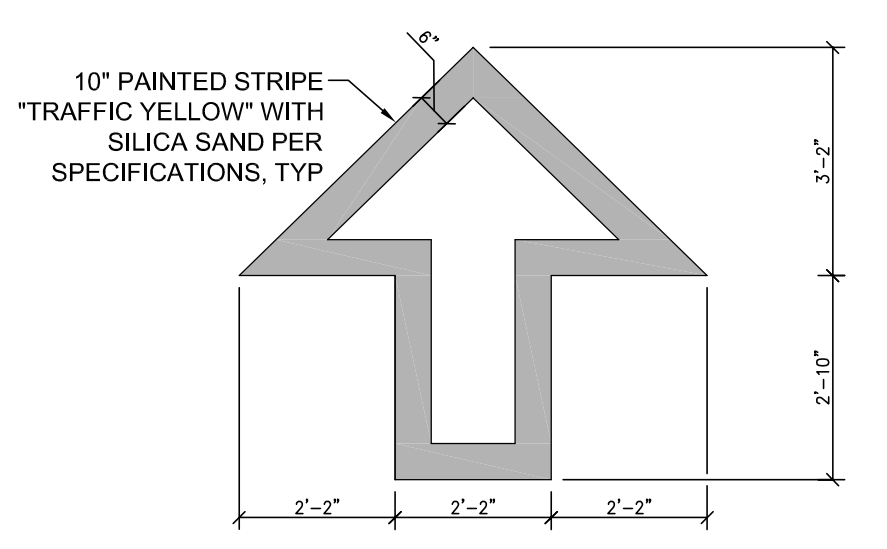
EMPLOYEE OWNED

**FRONT ENTRY**

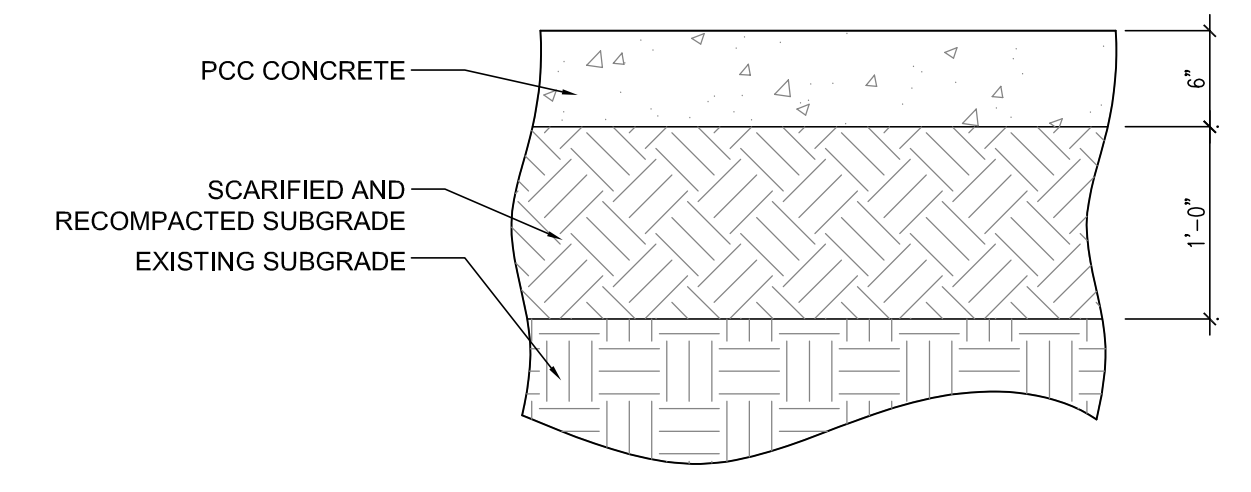
DRAWN: JMD	DATE: 07/17/2020
SCALE: AS NOTED	JOB NUMBER:

SHEET:  
**C2.1**

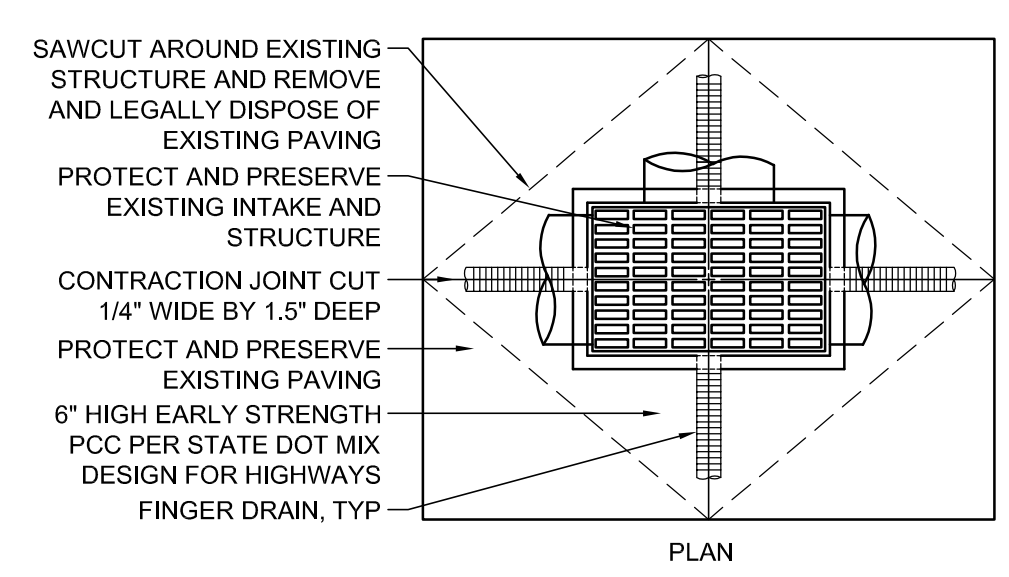
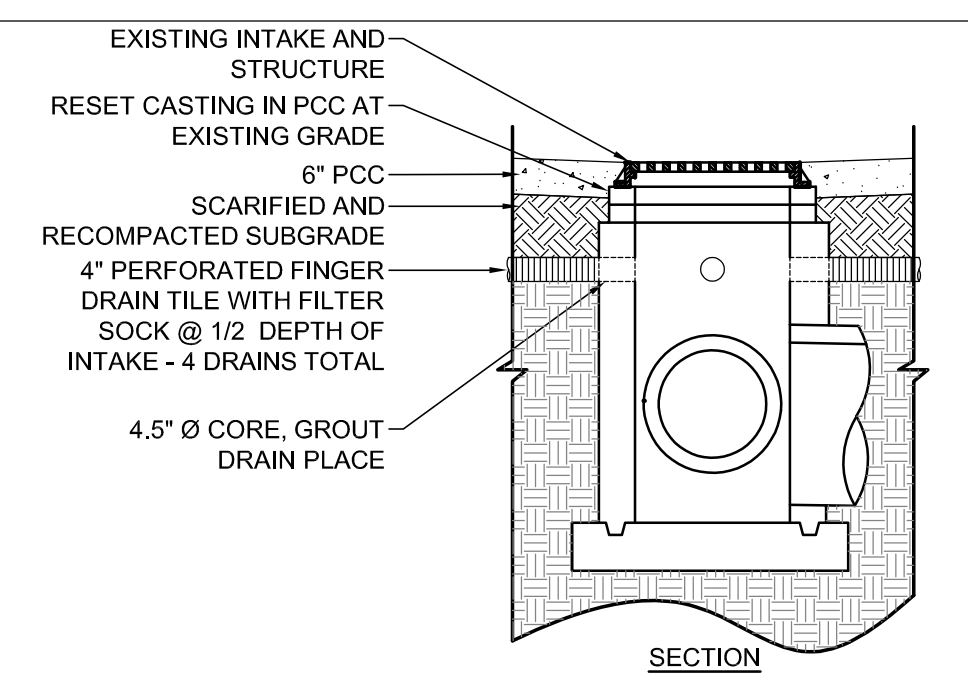
REVISION	DATE	BY



**DIRECTIONAL ARROW**  
 SCALE: 3/8" = 1'-0"  
 REVISION BY DATE

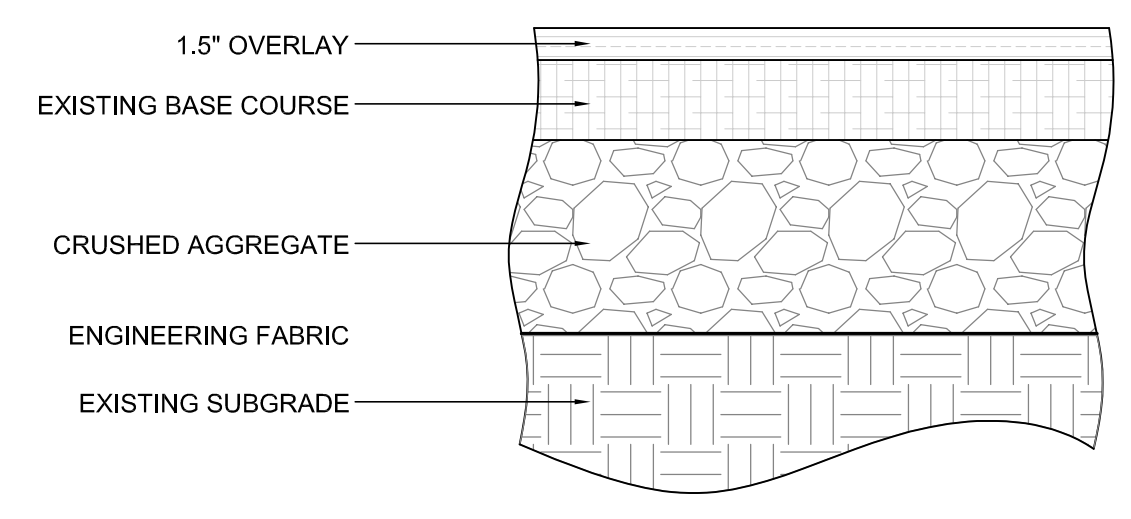


**HEAVY DUTY CONCRETE SECTION, TYP**  
 SCALE: 1" = 1'-0"  
 REVISION BY DATE



**FINGER DRAIN DETAIL**  
 SCALE: 3/8" = 1'-0"  
 REVISION BY DATE

**DETAIL LEFT BLANK**  
 SCALE: REVISION BY DATE



**ASPHALTIC CONCRETE PAVING SECTION, TYP**  
 SCALE: 1" = 1'-0"  
 REVISION BY DATE

**DETAIL LEFT BLANK**  
 SCALE: REVISION BY DATE

LOCATION:  
**CEDAR RAPIDS, IOWA**  
**AISLES ONLINE PICKUP**  
 HY-VEE, INC.  
 5820 WESTOWN PARKWAY  
 WEST DES MOINES, IOWA 50266  
 TELEPHONE: (515) 267-2600  
 FAX: (515) 267-2935



**CONSTRUCTION**  
**DETAILS**

DRAWN: JMD	DATE: 07/17/2020
SCALE: AS NOTED	JOB NUMBER:
SHEET:	

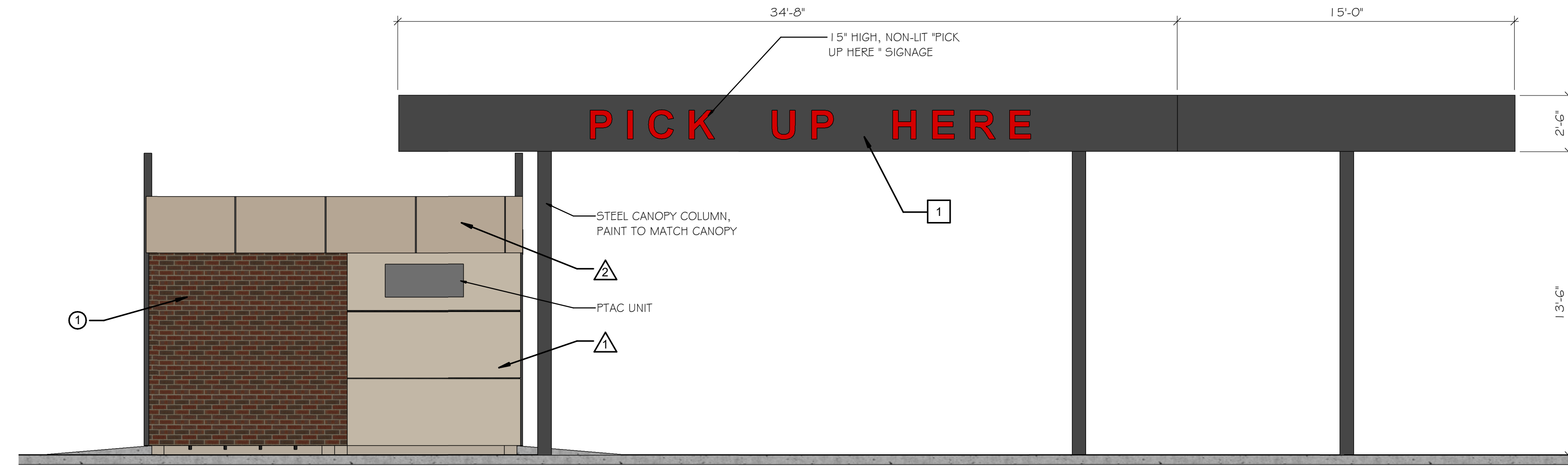
**C6.0**





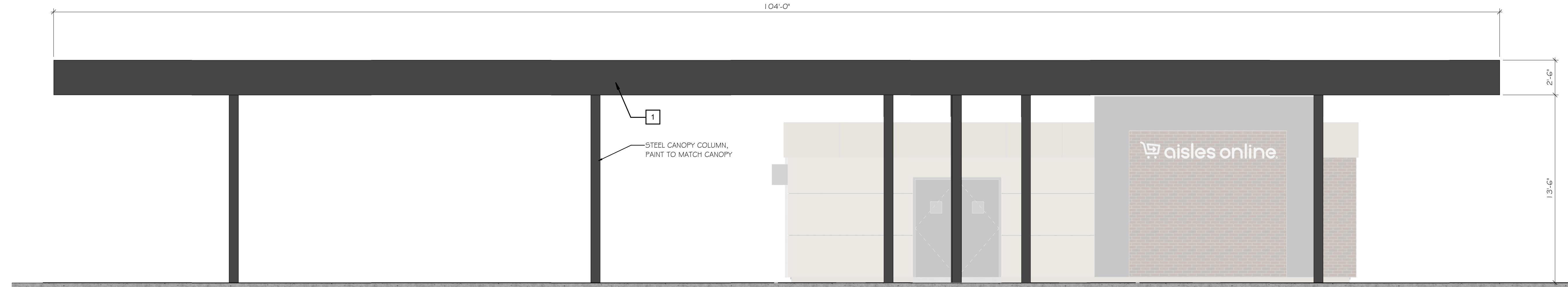
1 FRONT ELEVATION (REAR SIMILAR)

SCALE: 1/4" = 1'-0"



2 SIDE ELEVATION

SCALE: 1/4" = 1'-0"



3 CANOPY ELEVATION

SCALE: 1/4" = 1'-0"

**MASONRY UNITS:**

- ① THIN BRICK BY KANSAS BRICK & TILE. COLOR: #530 FLASH. SIZE: MODULAR. BOND: 1/3 RUNNING. MORTAR: SOLOMON GRIND 10H.

**CLADDING & CANOPIES:**

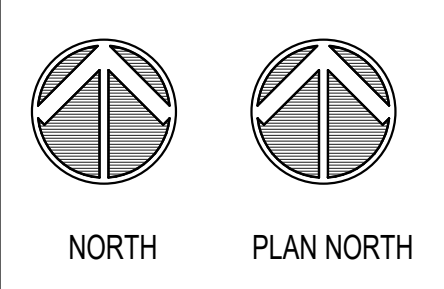
- △ HORIZONTAL CLADDING: STONEWOOD. COLOR: MATCH SHERWIN-WILLIAMS "MAISON BLANCHE" 7526.
- △ HORIZONTAL CLADDING: STONEWOOD. COLOR: MATCH SHERWIN-WILLIAMS "NANTUCKET DUNE" 7527.
- △ HORIZONTAL CLADDING: STONEWOOD. COLOR: "GRANITE GREY" 7026-CD.

**METAL TRIM COLORS:**

- ① PREFINISHED 0.40 ALUMINUM PANELS. COLOR: MATCH STONEWOOD "GRANITE GRAY".

LOCATION:  
HY-VEE AISLES ONLINE KIOSK

HY-VEE, INC.  
5820 WESTOWN PARKWAY  
WEST DES MOINES, IOWA 50266  
TELEPHONE: (515) 267-2800  
FAX: (515) 267-2835



EXTERIOR ELEVATIONS

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN: Author	DATE: 2/06/10
SCALE: As Indicated	JOB NUMBER:

SHEET:  
**A6.0**



Karen Howard  
Planner  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**RE: HY-VEE AISLES ONLINE PICK UP POINT NARRATIVE**

Dear Ms. Howard:

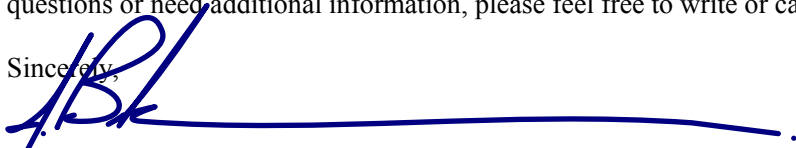
We are pleased to submit the attached site plans and building elevations for our proposed Aisles Online Pick Up point at the Cedar Falls Hy-Vee. We have been working on how to better serve our customers with online grocery ordering, delivery, and pickup over the past several years. We were working with order volumes that could be easily accommodated with several dedicated parking stalls prior to the COVID-19 disruption. In a matter of a week, we went from processing 50 to 60 online orders each day to processing hundreds of orders per hour each day. To provide room to stage the orders and get traffic away from the front of our stores, we set a portable office in our parking lot to hold customer orders for pickup.

We anticipate a steady increase in online orders in the coming years. We are requesting approval to install a permanent installation for pick up service in our parking lot. Attached please find the proposed elevations of the facility and canopy that will anchor this location. The pick up point has been located away from the store to avoid traffic conflicts along the front of the store and in the parking lot. The storage area is to hold orders right before pick up. The canopy acts as both a wayfinding device for customers and shelter from the elements for our employees as they load vehicles with groceries.

Online orders are an offset to the number of trips to the store. We may see the same total number of trips to the store, but roughly ten percent of those trips are online orders. The online orders do not need a parking space in the lot, thus reducing our needed parking count. Orders are processed in incremental time slots to control the number of trips coming to the store. We are seeing our peak hours between 4 pm and 6 pm as customers pick up their groceries on the way home from work. Typical hours of operation are from 8 am to 10 pm, but may be less based on demand at a location.

We look forward to working with the City to make this a successful program. If you have any questions or need additional information, please feel free to write or call.

Sincerely,



John Brehm  
Director, Site Planning

Enclosures

Cc: Cedar Falls Holding, LLC  
Kacie Bonjour, Hy-Vee, Inc.  
File

Hy-Vee, Inc.  
5820 Westown Parkway, West Des Moines, Iowa 50266  
Phone: (515) 267-2800



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:** Planning and Zoning Commission  
**FROM:** Jaydevsinh Atodaria (JD), Planner I  
**DATE:** August 6, 2020  
**SUBJECT:** Sign review of property in the Central Business District Overlay

REQUEST: New signage on façade

PETITIONER: Splendore; The Medical Spa ; Contractor: Signs and Design

LOCATION: 515 Main Street

PROPOSAL

The contractor Signs and Design on behalf of their client Splendore (a.k.a. Splendore The Medical Spa), owner of 515 Main Street, is requesting a design review for a new projecting sign at 515 Main Street in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new projecting sign on the facade of 515 Main Street for the new business going in for Splendore. The projecting sign over public sidewalk would mark the presence of the business along Main Street. The property is located at the corner of W 5<sup>th</sup> Street and Main Street with frontage to both streets, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

#### ANALYSIS

The applicant is proposing to install a new projecting sign at the corner facing W 5<sup>th</sup> Street and Main Street of 515 Main Street building. The projecting sign will be located along the Main Street façade of the building over the public sidewalk. The sign is a two-face round sign and is approximately 9 square feet per sign face. The projecting sign is approximately 3 feet wide by 3 feet tall. The proposed sign is non-lighted. The proposal for the projecting sign meets the district signage requirements.

All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). In addition, corner projecting sign, visible from two or more intersecting streets, shall be allowed as long as they do not exceed 40 square feet per sign face. (Section 26-189 (j)(2)).

The proposed projecting sign projects about 3 feet nine inches over public sidewalk and has approximately a 10 feet clearance above the sidewalk. The sidewalk at this location is approximately 40 feet wide. The proposed placement of the sign meets city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.





Double-sided projecting sign



TECHNICAL COMMENTS

No comments.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the submitted facade plan for 515 Main Street.

PLANNING & ZONING COMMISSION

Discussion/Vote  
8/12/2020

August 5, 2020

City of Cedar Falls  
Department of Community Development  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Request for larger projecting sign for Splendore The Medical Spa – 515 Main St

This letter is regarding the sign permit for larger projecting sign for tenant Splendore The Medical Spa, to be installed on corner of Main St and West 5<sup>th</sup> Street. Our client, Elizabeth Ackerson wishes for better visibility for potential new clients from the North and South due to poor visibility because of obstruction of tree.

Signs & Designs will be manufacturing and provide installation of sign. The non-illuminated projecting sign will be fabricated out of aluminum tube extrusions with plates, painted black. Also includes eyehook and cable to secure to wall. Each faces are 1/8" thick Alupanel lettered with printed graphics.

Please refer to attached drawings for reference. If you have additional questions regarding this sign, please contact Von at 319-277-8829.

Sincerely,



Von Syhlman  
Signs & Designs, Inc.



# APPLICATION FOR SIGN PERMIT CITY OF CEDAR FALLS, IOWA

Site Address 515 Main St - tenant: Splendore The Medical Spa  
 Owner's Name Farmers State Bank Ph. No. (319) 287-3961  
 Owner's Address 131 Tower Park Dr, Waterloo, IA 50701  
 Contractor Signs & Designs Ph. No. (319) 277-8829  
 Contractor's Address 5600 Nordic Dr - Cedar Falls, IA 50613  
 Surface Area of Sign 8.46 sf Lighted? Yes  No   
 Zoning District C-3 Height from grade or roof to top of sign 13 ft  
 Materials to be used in construction aluminum tube, plate, alupanel faces w/printed graphics  
 Type of sign (pole, wall, roof, etc.) projecting wall sign  
 Permanent  Temporary  If temp., dates to be displayed \_\_\_\_\_  
 New sign  Replacement sign  Lot dimensions \_\_\_\_\_  
 Is the proposed sign advertising the use on the premises? Yes  No   
 No. of existing signs on site \_\_\_\_\_ Total area of existing signs on site \_\_\_\_\_  
 Overhanging Sign: Clearance above sidewalk 10 ft from grade to bottom of sign  
 Distance projecting from building 45"  
 Does sign project into public right of way? Yes  No

No sign may project over or onto public property except as permitted by ordinance. Signs which require City Council approval for any reason must be accompanied by City Council authorization. Signs may not be placed within the "vision triangle" as described in Sec. 29-200(b) of the Zoning Ordinance. This permit must be accompanied by a **SITE PLAN** which shows the adjacent streets, the lot dimensions, driveways, and sign locations (proposed and existing) and by a **PICTURE OR ILLUSTRATION** showing dimensions of the proposed sign, sign wording, letter size and any special features. If the proposed sign is a wall sign, a site plan is not required, however, the picture or illustration must show the size of the wall on which the sign will be located and any existing signs already mounted on the wall.

Fee \$ 2500

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

[Signature]  
Signature of Contractor or Owner

8/5/2020  
Date





Double-sided projecting sign



**Non-lighted projecting sign**

- Fabricate aluminum 1" frame with plate, painted
- eyehook at end for cable to secure
- Alupanel faces lettered with printed graphic
- installed on corner of building





Item 4.





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: Planning and Zoning Commission
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: August 6, 2020
SUBJECT: New Awning and Sign review of property in the Central Business District Overlay

REQUEST: New awning and signage on façade

PETITIONER: The Masonic Lodge ; Contractor: Signs and Design

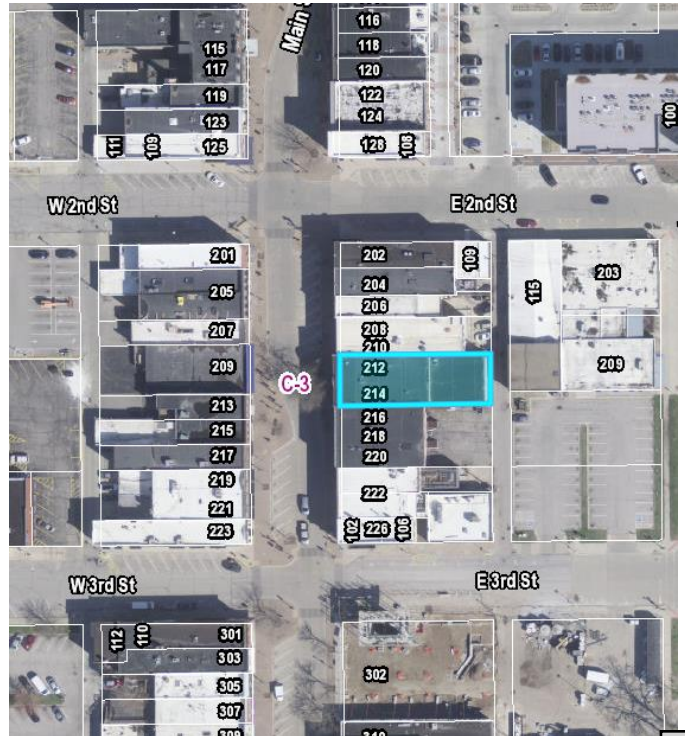
LOCATION: 212 1/2 Main Street

PROPOSAL

The contractor Signs and Design on behalf of their client Masonic Lodge, owner of 212 1/2 Main Street is requesting a design review for putting up a new awning and sign at 212 1/2 Main Street in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to replace aging awning structure and create a more aesthetically pleasing entry to their lodge by installing a new awning and signage for Masonic Lodge along the Main Street Façade of 212 1/2 Main Street. The new awning and signage would be a new makeover and provide a new entrance look for the building on Main Street. The property is located in 200 block of Main Street with entrance facing the Main Street, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

In this case, proposal is to replace the existing awning structure with a new awning along with new sign that overhangs the public sidewalk, the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

### ANALYSIS

The applicant is proposing to install new awning and new signage projecting over right of way advertising the current tenant, “Masonic Lodge”. The projecting awning is an approximately 9 feet, 2 inches wide by 5 feet tall. The wall sign on awning’s front fascia is distributed in four different segments. One segment includes the Masonic Lodge letters which is approximately spread over 8 feet 3 inches in width and approx. half feet in height. This letters will be raised acrylic letters attached on the front fascia. The other three segments include three different emblems; one emblem will be placed on front fascia just above the letters and will be made of illuminated channel letter and other two emblems will be painted on the fabric, placed on sloping side of awning towards Main Street. The three emblems vary from four to nine square feet in area.



Projecting signs within the Central Business District cannot exceed 40 square feet per sign face and wall signs cannot exceed ten percent of the total storefront area (Section 26-189 (j)(2)). The proposal for signage meets the district signage requirements. Both proposed awning and signs will be placed on the west elevation facing the Main Street.

All Blade signs and awnings projecting within the Central Business District are required to have at least minimum clearance height of 8 feet above the pedestrian ways. (Section 26-189 (j)(2)). The proposed projecting awning projects about 4 feet five inches over the public sidewalk and has an approximate 9 foot clearance above pedestrian ways. The sidewalk at this location is approximately 24 feet wide. Proposed awning structure will be made from aluminum tube extrusions. The main body of awning will be covered in Sunbrella fabric.

The proposed new awning and placement of the signs meet city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.

TECHNICAL COMMENTS

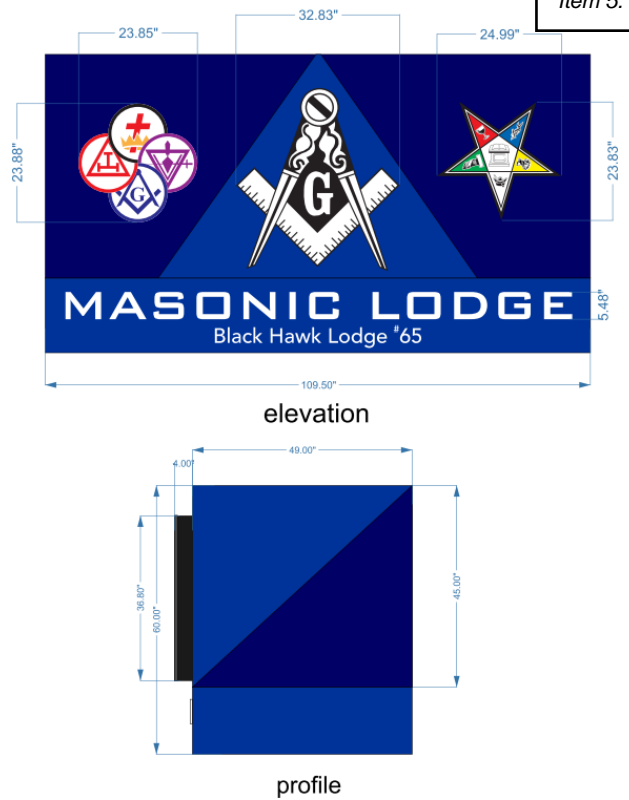
No comments.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the submitted facade plan for 212 1/2 Main Street.

PLANNING & ZONING COMMISSION

Discussion/Vote  
8/12/2020





August 5<sup>th</sup>, 2020

City of Cedar Falls

Department of Community Development

To Whom It May Concern:

This letter is regarding the sign permit for the awning replacement for Black Hawk Lodge, located at 212.5 Main Street. Our client wishes to replace an aging awning structure and create a more aesthetically pleasing entry to their Lodge. Clark Rickard (319-404-5078) is the client representative.

Signs & Designs will be manufacturing the awning. The awning structure will be made from aluminum tube extrusions. The main body of the awning will be covered in Sunbrella fabric. The front fascia will be painted metal with raised acrylic letters on the fascia. The large Masonic emblem will be an illuminated channel letter, while the two smaller emblems will be painted on the fabric. The underside of the awning will be enclosed with egg crating.

If there are additional questions regarding this project, please do not hesitate to contact us.

Best regards,

A handwritten signature in blue ink, appearing to read "Joe Barber", is written over a white background.

Joe Barber

President/Owner

Signs & Designs





# APPLICATION FOR SIGN PERMIT CITY OF CEDAR FALLS, IOWA

Site Address 212 1/2 Main St.

Owner's Name Black Hawk Lodge Ph. No. 319-404-5078

Owner's Address (same)

Contractor Signs & Designs Ph. No. 319-277-8829

Contractor's Address 5200 Nordic Dr Cedar Falls

Surface Area of Sign 23.5 Lighted? Yes  No

Zoning District \_\_\_\_\_ Height from grade or roof to top of sign 14'

Materials to be used in construction Aluminum tube, Sunbrella fabric, aluminum

Type of sign (pole, wall, roof, etc.) Awning

Permanent  Temporary  If temp., dates to be displayed \_\_\_\_\_

New sign  Replacement sign  Lot dimensions \_\_\_\_\_

Is the proposed sign advertising the use on the premises? Yes  No

No. of existing signs on site \_\_\_\_\_ Total area of existing signs on site \_\_\_\_\_

Overhanging Sign: Clearance above sidewalk 9

Distance projecting from building 53"

Does sign project into public right of way? Yes  No

No sign may project over or onto public property except as permitted by ordinance. Signs which require City Council approval for any reason must be accompanied by City Council authorization. Signs may not be placed within the "vision triangle" as described in Sec. 29-200(b) of the Zoning Ordinance. This permit must be accompanied by a **SITE PLAN** which shows the adjacent streets, the lot dimensions, driveways, and sign locations (proposed and existing) and by a **PICTURE OR ILLUSTRATION** showing dimensions of the proposed sign, sign wording, letter size and any special features. If the proposed sign is a wall sign, a site plan is not required, however, the picture or illustration must show the size of the wall on which the sign will be located and any existing signs already mounted on the wall.

Fee \$ \_\_\_\_\_

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

[Signature]  
Signature of Contractor or Owner

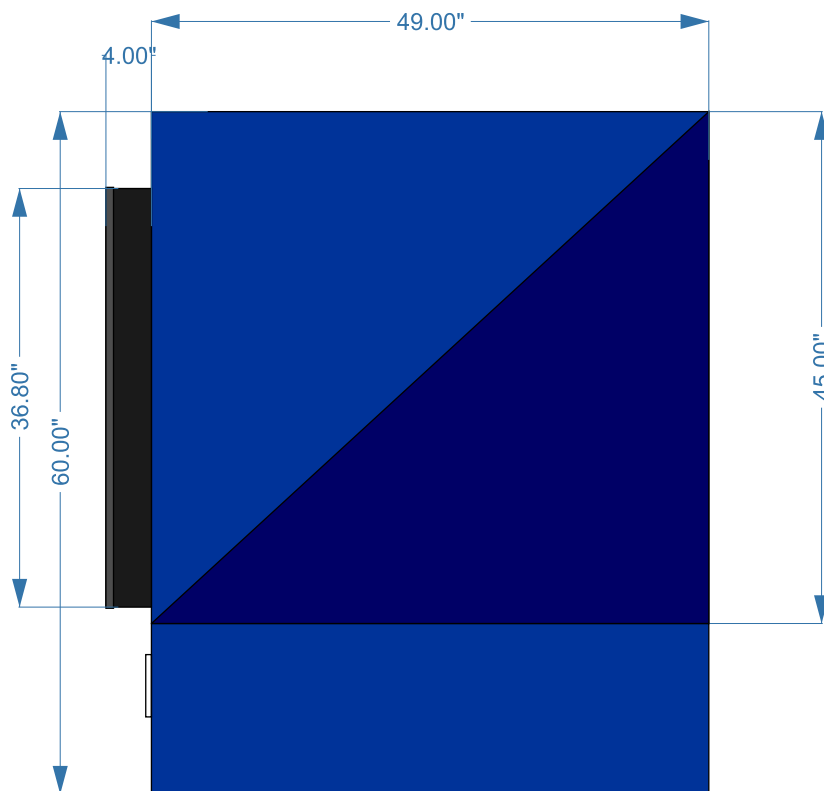
8/5/20  
Date



- new frame and sunbrella fabric
- logos painted on
- frame painted black
- back-lit custom shape can
- white egg-crate
- 1/2" PVC raised letters "Masonic Lodge"
- metal sign band



elevation



profile







## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Planning & Zoning Commission  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** August 6, 2020  
**SUBJECT:** Subdivision Code Text Amendment – Final plat phasing (TA20-001)

#### BACKGROUND

The stated purpose of the City's Subdivision Code is "to provide minimum standards for the design, development, and improvement of all new subdivisions and re-subdivisions of land, so that existing land uses will be protected, and so that adequate provisions are made for public facilities and services, and so that growth occurs in an orderly manner, consistent with the comprehensive plan, and to promote the public health, safety and general welfare of the citizens of the city." (Sec.20-1(b)). Iowa law also states that subdivision platting regulations are intended to "encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions, consistent with an approved comprehensive plan or other specific community plan."

When a property owner desires to divide their land into two or more developable parcels a platting process is required. The preliminary plat is intended to show the layout of streets, blocks and lots and indicate how public improvements will be extended to serve the new lots created with the subdivision. It also identifies any sensitive environmental features that should be preserved and how the new development will be integrated into the larger community of neighborhoods according to the City's Comprehensive Plan. To provide a good understanding how the new development will connect with surrounding neighborhoods and be designed in a manner that will protect the interests of all current and future property owners, the City's subdivision code requires that the preliminary plat include the total contiguous land holdings of the owner (Sec.20-58).

It is the obligation of the owner/developer to design and construct all the public improvements necessary to support the development of homes or other types of buildings on the newly created lots, including all streets, stormwater management facilities, sanitary sewer and water distribution systems, sidewalks and trails, and to provide for the extension of other utilities and communications systems. The cost of these improvements is then incorporated into the price of the lots made available for sale with the final platting of the property. Based on the anticipated pace of development in the community, the developer may want to develop the subdivision in phases, particularly if the preliminary platted area contains more lots than can be absorbed (sold) within the developer's anticipated timeline.

## STATEMENT OF THE PROBLEM

The subdivision code does not currently include specific rules regarding final plat phasing. While City staff request a development phasing plan with the preliminary plat, it has been largely up to the developer to determine how the subdivision develops over time. This practice has resulted in some critical street connections remaining unfinished in certain areas of the community. The most recent example is in the Prairie Winds and Prairie West subdivisions where the final critical segments of both Ashworth Drive and Ironwood Drive have not been constructed, even though the majority of these subdivisions have been built out with new homes. This incomplete street network has forced all traffic to Aldrich Elementary School onto Erik Road. In addition, without a direct connection to Greenhill Road via Ironwood, all commuter traffic to and from these neighborhoods have to use either Erik Road or the one block segment of Harriet Lane, which was never intended to carry a significant traffic load.

Poorly planned subdivision phasing, particularly when combined with excessively long block lengths and few connections between subdivisions create a very inefficient street network. Poorly planned subdivision phasing and lack of street connectivity within and between subdivisions have both short term and long term costs to the community in the form of increased commute times, increased traffic speeds, increased traffic congestion, safety concerns for children along walking routes to school, increased emergency response times, and inefficient routes for utilities, refuse pick-up and snowplowing.

## DISCUSSION OF SOLUTIONS

A first step toward improving the City's subdivision regulations to help ensure the orderly growth of the community would be to establish a standard for final plat phasing to ensure that critical infrastructure connections occur in a timely manner and prior to less critical areas of a subdivision. The standard should give flexibility to the developer to propose phasing that meets the pace of market demand, but give discretion to the City to determine if the final plat phase proposed can function as an independent development with all the necessary public improvements and infrastructure extensions; and most importantly will ensure that no essential infrastructure improvements are being circumvented or delayed.

For example, in the case discussed above, if the final plat phase of Prairie Winds that includes the connection of Ashworth Drive to Arbors Drive would have been built earlier, rather than being the last phase of development, it would have provided an additional route to the elementary school close to the time when the new school opened, which would have more evenly distributed traffic and significantly reduced traffic congestion on Erik Road. These issues have also been a topic of discussion for the future West Fork Crossing development. The recommended phasing plan is intended to ensure that areas of the development that include the critical east-west and north-south street connections occur first with other areas of the development to follow in a logical and timely fashion. With a well-connected street pattern of modest-sized blocks, each new area would provide additional travel routes to help distribute the local traffic so no one street is overburdened by traffic.

## STAFF RECOMMENDATION

To prevent future situations as described above and to ensure that the same standard is applied consistently and fairly to all future subdivisions, staff recommends adding the following underlined paragraph to City Code Sec. 20-100. (Note: Paragraph (1) is existing code language to remain unchanged).

Additional amendments to the subdivision code are warranted to address the issues with street connectivity described above. Numerous communities have adopted street connectivity standards that result in a more consistent pattern of development that lowers long term costs to the community. These will be brought forward for discussion at a future meeting.

Staff recommends that the Commission review and discuss the proposed subdivision code text amendment proposed below and set a date for public hearing for the Commission's August 26<sup>th</sup> meeting.

### **DIVISION 3. FINAL PLAT**

#### **Sec. 20-100. Submission required.**

- (1) The owner shall, within two years from the date of approval of the preliminary plat, unless such time period has been extended by the city council, prepare and file with the city planner, six unsigned copies of the proposed final plat and required attachments, as set forth in this division along with at least one reproducible-size copy (no larger than 11 inches by 17 inches) of the final plat. An electronic copy of the plat in an approved AutoCAD program must also be submitted. The proposed deed of dedication or owner's statement shall be submitted along with the plat fee. Sewer tapping fees, if any, shall be submitted at the time of initial plat submittal. Except for a final plat for a minor subdivision as set forth herein, no final plat shall be considered by the city council until and unless a preliminary plat for the area included in the proposed final plat has been approved. The final plat shall be in substantial conformance with the approved preliminary plat as determined by the city engineer. Furthermore, a final plat shall not be accepted for consideration by city staff until all required construction plans and specifications for all required improvements and public infrastructure as indicated on the approved preliminary plat, including cost estimates, have been submitted and approved by the city engineer. In addition a written environmental report shall be submitted and approved by the city engineer prior to final plat submittal. Lien waivers and mortgage releases of all interested parties shall be provided to the city prior to final plat approval.
- (2) In response to the pace of market demand, the subdivider may request that a final plat include only a portion of the development illustrated on the preliminary plat, if that portion can function as a separate development, including street access, storm water management, and utilities, and if no essential public infrastructure extensions are delayed. Alternate phasing of a subdivision may be required to ensure timely connection of essential infrastructure. Whether or not said infrastructure is essential in nature shall be determined by the City. In particular, emphasis will be placed on ensuring the timely connection of streets within the development to ensure multiple, shorter and more direct routes between neighborhood destinations and to ensure that critical street routes are completed first to reduce traffic congestion, encourage safe walking and biking, improve emergency access and response times, and allow for more efficient provision of public utilities and services.

#### **PLANNING & ZONING COMMISSION**

Discussion  
8/12/2020