



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, MARCH 19, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of March 5, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
  - 1. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to ACOH, L.L.C.
    - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 2. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with ACOH, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to ACOH, L.L.C.
  - 3. Resolution approving a Central Business District Overlay Zoning District site plan for construction of a new hotel at 10 Main Street.
  - 4. Public hearing on a proposed vacation of utility easements on Lots 2 & 4 in Auditor's Mill Company Plat.
    - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 5. Resolution approving and authorizing vacation of utility easements on Lots 2 & 4 in Auditor's Mill Company Plat. (Contingent upon approval of Item E-3)
  - 6. Resolution approving and authorizing execution of a developmental procedures agreement with Hawkeye Hotels, Inc. relative to property located at the northwest corner of West 1st Street and Main Street. (Contingent upon approval of Item E-3)
  - 7. Resolution approving and authorizing execution of a Maintenance and Repair Agreement with Hawkeye Hotels, Inc. relative to a post-construction stormwater management plan for 10 Main

Street. (Contingent upon approval of Item E-3)

8. Public hearing on a proposed vacation and dedication of utility easements on Lots 32 and 33 of Pinnacle Prairie Business Center North.
  - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
  - b. Written objections filed with the City Clerk.
  - c. Oral comments.
9. Resolution approving and authorizing vacation and dedication of utility easements on Lots 32 and 33 of Pinnacle Prairie Business Center North.
10. Public hearing on a proposed vacation and conveyance of a portion of Dallas Drive right-of-way to John G. Investments, Inc.
  - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
  - b. Written objections filed with the City Clerk.
  - c. Oral comments.
11. Pass an ordinance vacating a portion of Dallas Drive right-of-way, upon its first consideration.
12. Public hearing on proposed amendments to the FY18-19 Annual Consolidated Plan and FY15-19 Consolidated Plan for the Community Development Block Grant and Home Programs.
  - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
  - b. Written objections filed with the City Clerk.
  - c. Oral comments.
13. Resolution approving amendments to the FY18-19 Annual Consolidated Plan and FY15-19 Consolidated Plan for the Community Development Block Grant and Home Programs.
14. Public hearing on the proposed adoption by reference of the 2017 Edition of the National Electrical Code and certain amendments thereto.
  - a. Receive and file proof of publication of notice of hearing. (Notice published March 9, 2018)
  - b. Written objections filed with the City Clerk.
  - c. Oral comments.
15. Pass an ordinance amending Chapter 7, Buildings and Building Regulations, of the Code of Ordinances relative to the adoption by reference of the 2017 Edition of the National Electrical Code and certain amendments thereto, upon its first consideration.
16. Hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2017 Sidewalk Assessment Project, Zone 8.
  - a. Oral comments.
17. Resolution adopting and levying the final schedule of assessments for the 2017 Sidewalk

## Assessment Project, Zone 8.

## F. Old Business:

1. Pass Ordinance #2918, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, upon its second consideration.

## G. New Business:

1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Receive and file the resignation of Craig Schwerdtfeger as a member of the Board of Adjustment.
  - b. Receive and file the Committee of the Whole minutes of March 5, 2018 relative to the following items:
    - (1) Cedar River Project.
    - (2) Golf Privatization Update.
    - (3) Bills & Payroll.
  - c. Approve and adopt action taken at the Committee of the Whole meeting of March 5, 2018 relative to the Cedar River Project.
  - d. Endorse the recommendations of the Library Board of Trustees, the Art & Culture Board and the Parks & Recreation Commission regarding use of the Berg and Ray Funds held by the Cedar Falls Community Foundation for the benefit of the Cedar Falls Public Library, the Hearst Center and the Recreation Center.
  - e. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Equipment Mechanic.
  - f. Receive and file the bids received for the 2018 Sanitary Sewer Rehabilitation Project.
  - g. Approve a request for street closures for the Shamrock Shuffle on April 14, 2018.
  - h. Approve and authorize execution of an Order Accepting Acknowledgment/Settlement Agreement relative to a Second Tobacco Violation regarding Casey's General Store, 2425 Center Street.
  - i. Approve the application of Hansen's Dairy, 123 East 18th Street, for a cigarette/tobacco/nicotine/vapor permit.
  - j. Approve the following applications for beer permits and liquor licenses:
    - (1) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
    - (2) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - renewal.
    - (3) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
    - (4) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class B beer & outdoor service - 6-month permit.
2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Resolution deleting the pay for an employee in the position of PT-Administrative Clerk in the

Financial Services Division.

- b. Resolution deleting the pay for an employee in the position of Administrative Clerk in the Public Records Division.
- c. Resolution deleting the pay for an employee in the position of PT-Assistant Equipment Mechanic in the Public Works & Parks Division.
- d. Resolution deleting the pay for an employee in the position of Equipment Operator in the Public Works & Parks Division.
- e. Resolution deleting the pay for an employee in the position of PT-Transfer Station Laborer in the Public Works & Parks Division.
- f. Resolution establishing the pay for a new employee hired in the position of Planning & Community Services Manager in Community Development.
- g. Resolution approving and accepting the permanent transfers of \$3,400,000.00 from the Municipal Electric and Gas Utilities to the General Fund of the City of Cedar Falls, and \$30,000.00 from the Municipal Electric and Gas Utilities to the Economic Development Fund of the City of Cedar Falls.
- h. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 922 Douglas Street.
- i. Resolution approving and authorizing execution of an agreement with Waterloo-Cedar Falls Umpires Association relative to the provisions of umpiring services for the 2018 season.
- j. Resolution approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$233,469.40, for the 2018 Sanitary Sewer Rehabilitation Project.
- k. Resolution approving and authorizing execution of a Professional Service Agreement with Robinson Engineering Company relative to the Castle Hill and Hartman Subwatershed Assessment Project.
- l. Resolution approving and authorizing execution of a PIC Clean Up Agreement with Tenmast Software relative to the Housing Choice Voucher (Section 8) Program.
- m. Resolution approving and authorizing execution of a Contract for Completion of Improvements with Jensen Carpentry, Inc. relative to construction of a driveway at 1522 Belle Avenue.
- n. Resolution approving a Central Business District Overlay Zoning District site plan for relocation of a building from the corner of 1st and Main Street to the southeastern corner of Lot 1 of River Place 1st Addition.
- o. Resolution setting April 2, 2018 as the date of public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa.
- p. Resolution setting April 2, 2018 as the date of public hearing on the proposed sale of Lot 5, West Viking Road Industrial Park, Phase II to Midwest Development Co. and Skogman Homes, and to consider entering into a proposed Real Estate Purchase Agreement with Midwest Development Co. and Skogman Homes.

H. Allow Bills and Payroll.

- I. City Council Referrals.
- J. City Council Updates.
- K. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.
- L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- M. Adjournment.



**CITY HALL  
CEDAR FALLS, IOWA, MARCH 5, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 51744 - It was moved by Kruse and seconded by Blanford that the minutes of the Regular Meeting of February 19, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation recognizing the 50th Anniversary of Municipal Home Rule in Iowa.

- 51745 - Mayor Brown announced that in accordance with the public notice of February 23, 2018, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Sanitary Sewer Rehabilitation Project. It was then moved by Miller and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51746 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Water Reclamation Division Manager Nyman provided a brief project summary. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

- 51747 - It was moved by Blanford and seconded by Wieland that Resolution #20,979, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Sanitary Sewer Rehabilitation Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,979 duly passed and adopted.

- 51748 - Mayor Brown announced that in accordance with the public notice of February 23, 2018, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Campus Street Bridge Replacement University Branch of Dry Run Creek Project and to authorize acquisition of private property for said project. It was then moved by Miller and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51749 - The Mayor then asked if there were any written objections filed to the proposed public improvement project. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler

## Item C.

- 2 -

provided a brief project summary. There being no one else present wishing to speak either for or against the proposed public improvement project, the Mayor declared the hearing closed and passed to the next order of business.

- 51750 - It was moved by Blanford and seconded by Wieland that Resolution #20,980, approving a public improvement for the Campus Street Bridge Replacement University Branch of Dry Run Creek Project and authorizing acquisition of private property for said project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,980 duly passed and adopted.
- 51751 - Mayor Brown announced that this was the time and place for a hearing on a complaint issued to B & B West, 3105 Hudson Road, for a first tobacco violation. Assistant City Attorney Bembridge commented. There being no one else present wishing to speak on behalf of B & B West, the Mayor declared the hearing closed and passed to the next order of business.
- 51752 - It was moved by Blanford and seconded by deBuhr to approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding B & B West, 3105 Hudson Road. Motion carried unanimously.
- 51753 - Mayor Brown announced that this was the time and place for a hearing on a complaint issued to Great Wall, 2125 College Street, for a first tobacco violation. Assistant City Attorney Bembridge commented. There being no one else present wishing to speak on behalf of Great Wall, the Mayor declared the hearing closed and passed to the next order of business.
- 51754 - It was moved by Blanford and seconded by Wieland to approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Great Wall, 2125 College Street. Motion carried unanimously.
- 51755 - It was moved by Wieland and seconded by Green to reconsider action taken relative to a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a convenience store/gas station and detached carwash on Lots 33 & 34 of Pinnacle Prairie Business Center North. (4515 Coneflower Parkway) Following comments from Councilmembers Wieland and Green, the motion carried 5-2, with deBuhr and Kruse voting nay.

It was then moved by Green and seconded by Kruse to table the original motion. Motion to table carried unanimously.

- 51756 - It was moved by Miller and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Eashaan Vajpeyi as a member of the Human Rights Commission.

Approve the recommendation of the Mayor relative to the appointment of Evan



Renfro to the Library Board of Trustees, term ending 06/30/2022.

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

- (1) Library Board of Trustees interview (Evan Renfro).
- (2) On-street parking regulations for trailers.
- (3) Butchering/harvesting animals within city limits.
- (4) Recreation/Aquatics Programs.
- (5) Bills & Payroll.

Approve and adopt action taken at the Committee of the Whole meeting of February 19, 2018 relative to the following items:

- (1) On-street parking regulations for trailers.
- (2) Butchering/harvesting animals within city limits.

Receive and file the City Council Work Session minutes of February 26, 2018.

Receive and file Departmental Monthly Reports of January 2018.

Approve a request for street closures for the Downtown Show and Shine, May 6, 2018.

Approve and authorize execution of an Order Accepting Acknowledgment/Settlement Agreement relative to a Tobacco Violation regarding Metro Mart, 103 Franklin Street.

Approve the following applications for beer permits and liquor licenses:

- (1) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- (2) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.

Motion carried unanimously.

51757 - It was moved by Kruse and seconded by Green that the following resolutions be introduced and adopted:

Resolution #20,981, deleting the pay for an employee in the position of PT-Community Service Officer I in the Police Operations Division.

Resolution #20,982, deleting the pay for an employee in the position of Public Safety Officer in the Police Operations Division.

Resolution #20,983, establishing the pay for a new employee hired in the position of PT-Community Service Officer I in the Police Operations Division.

Resolution #20,984, establishing the pay for a new employee hired in the position of PT-Assistant Equipment Mechanic in the Public Works & Parks Division.

Resolution #20,985, establishing the pay for a new employee hired in the position of Traffic Operations Supervisor in the Public Works & Parks Division.

## Item C.

- 4 -

Resolution #20,986, establishing the pay for an employee assigned to the position of Acting Battalion Chief-POC in the Fire Operations Division.

Resolution #20,987, establishing the pay for an employee reclassified to the position of Public Safety Officer in the Police Operations Division.

Resolution #20,988, adjusting the pay for two employees in the position of PT-Community Service Officer I in the Police Operations Division.

Resolution #20,989, approving and adopting the Classification and Compensation Study relative to job classifications and pay grade allocations for certain employees of the City of Cedar Falls.

Resolution #20,990, approving and authorizing execution of an Amendment to Agreement for Animal Control Services with the City of Waterloo, Iowa.

Resolution #20,991, approving and authorizing execution of a grant agreement with the Black Hawk County Gaming Association relative to construction of pickle ball courts at Orchard Hill Park.

Resolution #20,992, approving the Certificate of Completion and accepting the work of Aspro, Inc. for the 2017 Street Restoration Project.

Resolution #20,993, approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2017 Seal Coat Project.

Resolution #20,994, approving and accepting the contract and bond of Peterson Contractors, Inc. for the 2018 Street Construction Project.

Resolution #20,995, approving funding and authorizing execution of an Application for Assistance with the Black Hawk Soil and Water Conservation District relative to the University Avenue Bioretention Cells.

Resolution #20,996, approving and authorizing execution of a Form of Contract for Asbestos Removal with Advanced Environmental Testing and Abatement, Inc., in conjunction with a nuisance abatement relative to 216 Iowa Street.

Resolution #20,997, approving the Pinnacle Ridge Minor Plat.

Resolution #20,998, approving the preliminary plat of Gateway Business Park at Cedar Falls.

Resolution #20,999, setting March 19, 2018 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city owned real estate to ACOH, L.L.C.

Resolution #21,000, setting March 19, 2018 as the date of public hearing on the proposed vacation of utility easements on Lots 2 & 4 in Auditor's Mill Company Plat.

Resolution #21,001, setting March 19, 2018 as the date of public hearing on the

proposed vacation and dedication of utility easements on Lots 32 and 33 of Pinnacle Prairie Business Center North.

Resolution #21,002, setting March 19, 2018 as the date of public hearing on a proposed vacation and conveyance of a portion of Dallas Drive right-of-way to John G. Investments, Inc.

Resolution #21,003, setting March 19, 2018 as the date of public hearing on proposed amendments to the FY18-19 Annual Consolidated Plan and FY15-19 Consolidated Plan for the Community Development Block Grant and Home Programs.

Resolution #21,004, setting March 19, 2018 as the date of public hearing on the proposed adoption by reference of the 2017 Edition of the National Electrical Code and certain amendments thereto.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #20,981 through #21,004 duly passed and adopted.

51758 - It was moved by Miller and seconded by Kruse that Ordinance #2918, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, be passed upon its first consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

51759 - It was moved by Miller and seconded by Blanford that the rules requiring Ordinance #2919, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on the Vine Street cul-de-sac, to be considered at three separate meetings, be suspended. Following comments by City Attorney Rogers, a question by Councilmember Wieland and response by Councilmember Miller, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: none. Motion carried.

It was then moved by Green and seconded by Miller that Ordinance #2919, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on the Vine Street cul-de-sac, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2919 duly passed and adopted.

51760 - It was moved by Wieland and seconded by Kruse that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller,

## Item C.

- 6 -

deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

51761 - Craig Fairbanks, 405 Spruce Hills Drive, spoke opposed to the location of the proposed Kwik Star.

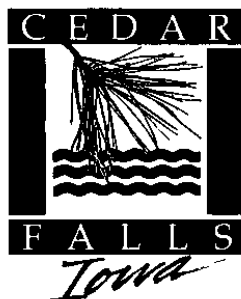
Penny Popp, 4805 South Main Street, spoke opposed to Kwik Star hours of operation and urged a "No" vote.

Councilmember Wieland commented on trailer parking and police enforcement of the 48-Hour parking ordinance.

51762 - It was moved by Kruse and seconded by Blanford that the meeting be adjourned at 7:32 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
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**MEMORANDUM*****Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** March 14, 2018  
**SUBJECT:** ACOH, L.L.C. Economic Development Project

**INTRODUCTION**

For the past several months, staff has been working with Sean Abbas of ACOH, L.L.C. toward the construction of an approximate 30,000 square foot building for a new manufacturing/office facility. The proposed project will occur on Lots 14, 15 and 16 of West Viking Road Industrial Park Phase III (3.94 acres total of which approximately 3.09 acres is buildable after setback and open space requirement). This new facility will be built and owned by ACOH, L.L.C. and will have a minimum building valuation and permit valuation of \$1,400,000 and a total project minimum assessed valuation of \$1,657,000 (including land).

**DESCRIPTION OF PROJECT**

As noted in the Introduction, the proposed building will be constructed and owned by ACOH, L.L.C., and will consist of an approximate 30,000 square foot building to be located along Development Drive, just north of Capital Way in West Viking Road Industrial Park Phase III. The building will be a pre-engineered metal building with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$1,400,000, and a total project valuation including land of \$1,657,000. ACOH, L.L.C. will commence construction this spring with completion anticipated within 6-12 months.

This project will involve the combining of two different businesses located in two separate locations into one centralized building in the West Viking Road Industrial Park in Cedar Falls. ACOH, L.L.C. is the real estate holding company that is owned by Sean Abbas, who also owns both Threads Culture and Baird Industries. Threads Culture is currently located at 200 State Street in Cedar Falls, while Baird Industries is currently located at 3160 Logan Avenue in Waterloo, Iowa. Mr. Abbas, as president of all three entities, is unable to be present at both locations at the same time. Mr. Abbas has

## **Item E.1.**

indicated that he needs to be physically present at both businesses in order to address their respective needs, and that is what led him to consider constructing one building that can host both businesses.

Iowa Code Section 403.19 (9) (a) states that a municipality cannot not use tax increment financing (TIF) funding for any urban renewal project that includes the relocation of a commercial or industrial enterprise not presently located within the municipality. However, there are two exceptions to this:

1. If there is a written agreement between each municipality concerning the relocation of the enterprise or have entered into a written agreement concerning the general use of economic incentives to attract commercial or industrial development within those municipalities, or
2. The local governing body of the municipality where the commercial or industrial enterprise is proposing to relocate finds that the use of TIF funding for an urban renewal project that includes such relocation is in the public interest. The local governing body's finding that such relocation is in the public interest shall include written verification from the enterprise that they are actively considering moving all or part of its operations to a location outside the state and a specific finding that such an out of state move would result in a significant reduction in either the enterprises total employment in the state or in the total amount of wages earned by employees of the enterprise in the state.

Mr. Abbas has provided written verification, as required in exception #2 above, that indicates he is actively considering selling Baird Industries to one of several suitors, who are all located outside the state of Iowa. Such a sale of the company would cause the immediate termination of all Iowa based operations and the termination of employment for all of the current employees employed by Baird Industries in Iowa.

As a result, Mr. Abbas is asking the City of Cedar Falls to find that it is in the public interest to utilize TIF funding for this urban renewal project, since it meets the criteria as set forth in Iowa Code Section 403.19 (9)(a)(2). By doing so, this will allow the owner of both companies to continue to own and operate both companies in the State of Iowa.

### **COMPANY PROFILE**

#### **Threads Culture**

Threads Culture was founded by Sean Abbas in 2010. At that time, the company began building a (SaaS) Software as a Service platform to revolutionize the way Performance Management is done in the workplace.

At the completion of the initial 2 year product development, Threads landed it's first client in 2012. Today, Threads has clients in 41 US States and 9 countries around the world. In 2015, Threads began a Training and Coaching practice that helps clients with

Culture, Core Values and Leadership. Threads has grown more than 100% in each of the last 4 years.

Threads is a privately held company headquartered in Cedar Falls, with offices in Iowa City, Minneapolis and Clarion, Iowa.

For more information about the company, visit the Threads Culture website at [www.threadsculture.com](http://www.threadsculture.com)

### **Baird Industries**

Baird Industries was purchased by Sean Abbas in October of 2008. Sean is a lifelong resident of Cedar Falls and the former President of Iowa Laser Technology in Cedar Falls.

At the time of the purchase, Baird primarily provided Antenna Mounting Equipment to the Satellite Communications Industry. Since the purchase, Baird began engineering and building additional products in the Wireless Communications, Security and Technology Industries. Baird products are deployed on all 7 continents and 50 US States.

Baird is a privately held company with 10 associates, and growing.

For more information about the company, visit the Baird website at [www.bairdmounts.com](http://www.bairdmounts.com)

## **ECONOMIC DEVELOPMENT INCENTIVES**

### **Land Incentive**

For the proposed ACOH, L.L.C. project, the company would receive at no cost, Lots 14, 15 and 16 (3.94 acres total of which approximately 3.08 acres is buildable after setback, open space and detention requirements) in West Viking Road Industrial Park Phase III. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. Thus, in the case of ACOH, L.L.C., a 30,000 square foot facility with a \$1,400,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

### **Industrial Partial Property Tax Exemption**

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.8 of the Agreement for Private Development references sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed ACOH, L.L.C project, the following exemption schedule is estimated using the existing industrial

## Item E.1.

tax rate/valuation and projecting annual property taxes of \$46,200:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$34,650	\$11,550	\$46,200
2	60%	\$27,720	\$18,480	\$46,200
3	45%	\$20,790	\$25,410	\$46,200
4	30%	\$13,860	\$32,340	\$46,200
5	15%	\$6,930	\$39,270	\$46,200
		<u>\$103,950</u>	<u>\$127,050</u>	<u>\$231,000</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new ACOH, L.L.C. facility has commenced.

### **Conclusion**

As this memorandum indicates, ACOH, L.L.C. is looking to construct a new 30,000 square foot manufacturing/office facility on Lots 14, 15 and 16, West Viking Road Industrial Park Phase III. The proposed new construction building project will have a minimum building permit valuation of \$1,400,000 and a total Minimum Assessed Valuation of \$1,657,000 including land. Construction would commence this spring with completion anticipated in early 2019.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and ACOH, L.L.C. is attached for your review. This Agreement has been drafted by Nathan Overberg with Ahlers and Cooney, P.C., and is acceptable to both parties.

### **RECOMMENDATION**

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and ACOH, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to ACOH, L.L.C.

If you have any questions regarding the proposed ACOH, L.L.C. economic development project, please contact the Community Development Department.



xc: Stephanie Houk Sheetz, Director of Community Development  
Kevin Rogers, City Attorney  
Mark Rolinger, Attorney  
Sean Abbas, ACOH, L.L.C.

**Item E.1.**



ACOH, LLC  
30,000 Sq Ft  
Manufacturing/Office  
Facility



Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND ACOH, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO ACOH, L.L.C..

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from ACOH, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse/Office Facility totaling at least 30,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

## Item E.1.

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less).

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,657,000.00 for a period through December 31, 2030; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3); and

WHEREAS, in reliance upon written verification from Developer that the Developer is actively considering moving all or a part of its operations to a location outside the State of Iowa, the Council finds and determines that such an out-of-state move would result in a significant reduction in either Developer's total employment in the State or in the total amount of wages earned by employees of Developer in the State; and

WHEREAS, the Council finds that it is in the public interest to transfer the Development Property to Developer under the terms set forth in the Development Agreement and to otherwise perform under the Development Agreement in an effort to retain Developer's operations in the State.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

# Item E.1.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA                    )  
  )  
COUNTY OF BLACK HAWK:    )

SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk of Cedar Falls, Iowa

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**Item E.1.**

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**ACOH, L.L.C.**



TABLE OF CONTENTS

AGREEMENT FOR PRIVATE DEVELOPMENT

ARTICLE I. DEFINITIONS.....	6
Section 1.1. <u>Definitions</u> .....	6
ARTICLE II. REPRESENTATIONS AND WARRANTIES.....	8
Section 2.1. <u>Representations and Warranties of the City</u> .....	8
Section 2.2. <u>Representations and Warranties of Developer</u> .....	10
ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS.....	12
Section 3.1. <u>Construction of Minimum Improvements</u> .....	12
Section 3.2. <u>Building Permit Valuation Amount</u> .....	12
Section 3.3. <u>Construction Plans</u> .....	12
Section 3.4. <u>Commencement and Completion of Construction</u> .....	13
Section 3.5. <u>Certificate of Completion</u> .....	13
ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY	14
Section 4.1. <u>Restrictions on Use</u> .....	14
ARTICLE V. INSURANCE.....	15
Section 5.1. <u>Insurance Requirements</u> .....	15
Section 5.2. <u>Condemnation</u> .....	17
Section 5.3. <u>Reconstruction or Payment</u> .....	18
ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS	18
Section 6.1. <u>Execution of Assessment Agreement</u> .....	18
Section 6.2. <u>Maintenance of Properties</u> .....	18
Section 6.3. <u>Maintenance of Records</u> .....	19
Section 6.4. <u>Compliance with Laws</u> .....	19
Section 6.5. <u>Real Property Taxes</u> .....	19
Section 6.6. <u>Sales Tax</u> .....	20
Section 6.7. <u>Utility Usage</u> .....	20
Section 6.8. <u>Annual Certification</u> .....	20
Section 6.9. <u>Use of Tax Increments</u> .....	20
Section 6.10. <u>Opinion of Counsel</u> .....	20
Section 6.11. <u>Provisions To Be Included In Leases Covering Development</u> <u>Property</u> .....	20
Section 6.12. <u>Relocation</u> .....	21

# Item E.1.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	22
Section 7.1. <u>Representation As to Development</u> .....	22
Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement</u> .....	22
Section 7.3. <u>Approvals</u> .....	24
Section 7.4. <u>Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees</u> .....	24
ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS.....	25
Section 8.1. <u>Conveyance of Development Property</u> .....	25
Section 8.2. <u>Form of Deed</u> .....	25
Section 8.3. <u>Time and Place for Closing and Delivery of Deed</u> .....	25
Section 8.4. <u>Recordation of Deed</u> .....	25
Section 8.5. <u>Abstract of Title</u> .....	25
Section 8.6. <u>Conditions Precedent to Conveyance of Property</u> .....	25
Section 8.7. <u>Failure to Commence Construction</u> .....	26
Section 8.8. <u>Partial Property Tax Exemption</u> .....	26
ARTICLE IX. INDEMNIFICATION.....	27
Section 9.1. <u>Release and Indemnification Covenants</u> .....	27
ARTICLE X. REMEDIES.....	27
Section 10.1. <u>Events of Default Defined</u> .....	27
Section 10.2. <u>Remedies on Default</u> .....	29
Section 10.3. <u>No Remedy Exclusive</u> .....	30
Section 10.4. <u>No Implied Waiver</u> .....	30
Section 10.5. <u>Agreement to Pay Attorneys' Fees and Expenses</u> .....	31
ARTICLE XI. MISCELLANEOUS.....	31
Section 11.1. <u>Conflict of Interest</u> .....	31
Section 11.2. <u>Non-Discrimination</u> .....	31
Section 11.3. <u>Notices</u> .....	31
Section 11.4. <u>Titles of Articles and Sections</u> .....	32
Section 11.5. <u>Provisions Not Merged With Deed</u> .....	32
Section 11.6. <u>Governing Law</u> .....	32
Section 11.7. <u>Entire Agreement</u> .....	32
Section 11.8. <u>Successors and Assigns</u> .....	32
Section 11.9. <u>Termination Date</u> .....	32
Section 11.10. <u>Memorandum of Agreement</u> .....	32
Section 11.11. <u>Immediate Undertaking</u> .....	33

Section 11.12.	<u>No Partnership or Joint Venture</u> .....	33
Section 11.13.	<u>Captions</u> .....	33
Section 11.14.	<u>Number and Gender of Words</u> .....	33
Section 11.15.	<u>Invalid Provisions</u> .....	33
Section 11.16.	<u>Multiple Counterparts</u> ... ..	33
Section 11.17.	<u>Authorization</u> .....	34
Section 11.18.	<u>Time of the Essence</u> ... ..	34
Section 11.19.	<u>Survival</u> .....	34
EXHIBIT A	Development Property.....	36
EXHIBIT B	Minimum Improvements.....	37
EXHIBIT C	Certificate of Completion.....	38
EXHIBIT D	Minimum Assessment Agreement.....	40
EXHIBIT E	Form of Legal Opinion.....	44
EXHIBIT F	Memorandum of Agreement for Private Development..	46
EXHIBIT G	Form of Deed.....	49

# Item E.1.

## AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and ACOH, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3160 Logan Avenue, Waterloo, Iowa 50703.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, Developer has provided written verification that the Developer is actively considering moving all or a part of it operations to a location outside the State of Iowa absent receipt of the incentives/assistance described herein; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the

foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

#### ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Building Permit Valuation Amount means the amount described in Section 3.2 of this Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2017, as amended.

Commencement Date means the date of the issuance by the City of a City issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related

## Item E.1.

documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means ACOH, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse/Office Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse/Office Facility totaling at least 30,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

## Item E.1.

- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:



- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct an Industrial Use Warehouse/Office Facility ("Minimum Improvements") on the 3.94 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.

## Item E.1.

- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require a total investment of not less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), and a taxable valuation of One Million Six Hundred Fifty Seven Thousand Dollars and no/100 Dollars (\$1,657,000) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 28<sup>th</sup> day of February, 2019.

- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), by no later than the 31<sup>st</sup> day of May, 2018.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building,

## Item E.1.

fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 31st day of May, 2018, and completed (i) by no later than the 28<sup>th</sup> day of February, 2019, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City

shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which

## Item E.1.

such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

### ARTICLE V. INSURANCE AND CONDEMNATION

#### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
  - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of

the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:

- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
  - (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty

## Item E.1.

(30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.



**ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS**

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2020, of not less than One Million Six Hundred Fifty Seven Thousand Dollars and no/100 Dollars (\$1,657,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2030 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

## Item E.1.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use

Warehouse/Office Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2020, and ending on November 1, 2031, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations

## Item E.1.

on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating (“Relocating”) to the City from another part of Black Hawk County or a contiguous county during the term (the “Term”) of this Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.8 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.8 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

**ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

## Item E.1.

- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

## Item E.1.

### ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 28<sup>th</sup> day of March, 2018, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.4 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.5 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.6 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's



financial ability as in the reasonable judgment of the City is required for the Project;

- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.7 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than May 31, 2018, and commencement of construction does not appear imminent by no later than May 31, 2018, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than July 31, 2018.

Section 8.8. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

## Item E.1.

The obligation to timely and appropriately file an application for such exemption with the Black Hawk County Assessor shall be that of the Developer.

### ARTICLE IX. INDEMNIFICATION

#### Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

### ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms,

conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;

- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.8 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (j) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or

## Item E.1.

- (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject

to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other

## Item E.1.

expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

### ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Sean Abbas  
Member and Authorized Agent  
ACOH, L.L.C.  
3160 Logan Avenue  
Waterloo, Iowa 50703

With a copy to: Mark S. Rolinger  
Redfern, Mason, Larsen and Moore, P.L.C.  
415 Clay Street  
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa

City Administrator  
220 Clay Street  
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

## Item E.1.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies,



has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

ACOH, L.L.C.,  
an Iowa limited liability company

By: \_\_\_\_\_  
Sean Abbas, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

**Item E.1.**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Sean Abbas, Member, ACOH, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less).

# Item E.1.

## EXHIBIT B

### MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse/Office Facility totaling at least 30,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

#### Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	May 31, 2018
Substantial Completion	February 28, 2019
Issuance of Occupancy Permit	February 28, 2019

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and ACOH, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3160 Logan Avenue, Waterloo, Iowa 50703; did on or about the \_\_\_\_ day of \_\_\_\_\_, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

**Item E.1.**

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and ACOH, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2018 (the "Agreement") regarding certain real property located in the City legally described as:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2017, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million Six Hundred Fifty-seven Thousand Dollars and no/100 Dollars (\$1,657,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before February 28, 2019.

## Item E.1.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 3.94 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2030.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

DEVELOPER:

ACOH, L.L.C.  
An Iowa limited liability company

By: \_\_\_\_\_  
Sean Abbas, Member



STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Sean Abbas, Member, ACOH, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Item E.1.**

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 3.94 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,657,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

Subscribed and sworn to before me by \_\_\_\_\_,  
County Assessor for Black Hawk County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls  
Attn: City Clerk  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and ACOH, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for ACOH, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2018, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement, the Minimum Assessment Agreement, and the Retail Store Minimum Assessment Agreement; and the Development Agreement, the

## Item E.1.

Minimum Assessment Agreement, and the Retail Store Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

REDFERN, MASON, LARSEN, & MOORE, P.L.C.

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

Mark S. Rolinger, Attorney at Law  
415 Clay Street  
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017 (Chapter 403 hereinafter called "Urban Renewal Act"); and ACOH, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3160 Logan Avenue, Waterloo, Iowa 50703, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_ day of \_\_\_\_\_, 2018, and terminates on the 31st day of December, 2030, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone

**Item E.1.**

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

ACOH, L.L.C..  
an Iowa limited liability company.

By: \_\_\_\_\_  
Sean Abbas, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Sean Abbas, Member, ACOH, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## Item E.1.



Threads Culture  
200 State Street, Suite 202K  
Cedar Falls, Iowa 50613

Dear Mr. Graham

I wanted to give you a little background information regarding the location of the businesses in the building we are proposing in the Cedar Falls Industrial and Technology Park.

Threads Culture is a software company based at [200 State Street, Cedar Falls](#), with offices in Clarion, Iowa, Minneapolis, Minnesota and Iowa City, Iowa. Threads has 8 full-time and 3 part-time employees. 5 of our employees have been added in the last year. We have clients in more than 30 states and 8 countries around the world. The company is growing rapidly.

Baird Industries is a manufacturing business located in Waterloo, Iowa. Baird has 10 employees and provides antenna mounting systems all over the world. Baird is also experiencing record sales in 2017, with more to come next year.

ACOH, is the real estate holding company that owns the building in Waterloo in which Baird resides at [3160 Logan Avenue](#).

To set the stage here, I am the president and majority shareholder of all three entities. I simply cannot be in Waterloo and Cedar Falls at the same time. Both businesses need my attention, and I need to be physically present at both businesses to address their respective needs. That has been next to impossible with separate locations in Waterloo and Cedar Falls. As both businesses continue to grow, the separate locations have created an unsustainable situation for me. I want to continue to own and operate both businesses here in the Waterloo-Cedar Falls metropolitan area. The desire is to build one building in Cedar Falls that can host both growing businesses.

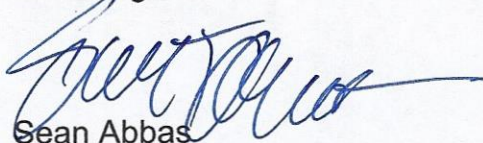
The prospect of being unable to locate the two businesses in the same building has caused me to begin actively considering a sale of the assets of Baird to an ownership group that would move Baird's operations to a location outside the State of Iowa. When we purchased Baird in October of 2008, the other suitors for the business were all located outside the State of Iowa in Michigan, and the East Coast states of North Carolina, Virginia and Georgia. Each of these suitors has made inquiry regarding the possible acquisition of the Baird operation. I am presently considering the possibility of selling the Baird operation to one of these companies. The sale of the business would cause the immediate termination of all Iowa based operations and the termination of employment for all of the current Cedar Valley residents employed by Baird. There



would be a corresponding loss in associated wages and taxes. Our situation meets the criteria of Iowa Code 403.19 (9) 2(b), which we understand to require a finding by the City of Cedar Falls that our business is actively considering moving all or part of its operation to a location outside of the state.

As a result, we would ask the City of Cedar Falls and the State of Iowa to consider Iowa Code 403.19 (9) 2(b) with regards to incentives for the project. Doing so, is the only viable way for us to continue to own and operate Baird Industries, along with Threads Culture in the State of Iowa.

Best Regards-

A handwritten signature in blue ink, appearing to read "Sean Abbas", with a long horizontal flourish extending to the right.

Sean Abbas

President

# Item E.1.



**QUIT CLAIM DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 106  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)  
243-2713

**Taxpayer Information:** (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**

City of Cedar Falls, Iowa

**Grantees:**

ACOH, L.L.C.

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to ACOH, L.L.C., an Iowa Limited Liability Company

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa, containing 3.94 acres more or less; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

City of Cedar Falls, Iowa (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF, COUNTY OF This record was acknowledged before me on, by

Signature of Notary Public

**Item E.1.**

**REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS**

STATE OF IOWA, COUNTY OF BLACK HAWK  
This record was acknowledged before me on \_\_\_\_\_, by James P. Brown  
\_\_\_\_\_  
as Mayor  
of City of Cedar Falls, Iowa

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF BLACK HAWK  
This record was acknowledged before me on \_\_\_\_\_, by Jacqueline  
Danielsen, MMC  
as City Clerk  
of City of Cedar Falls, Iowa

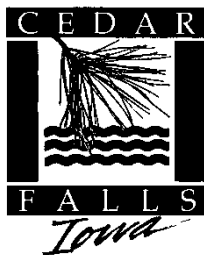
\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Signature of 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:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** March 14, 2018  
**SUBJECT:** Hampton Inn Site Plan Review

**REQUEST:** Request to approve the Hampton Inn site development plan.

**PETITIONER:** Hawkeye Hotels, Om Patel – contract buyer; Base 4 Architects; VJ Engineering

**LOCATION:** 10 Main Street. The property is located at the northwest corner of W. 1<sup>st</sup> Street and Main Street.

PROPOSAL

It is proposed to redevelop the former Chamber and Broom Factory site at the corner of Main Street and W. 1<sup>st</sup> Street into a new Hampton Inn hotel. The existing building at 10 Main Street is proposed to be relocated to the east end of E. 4<sup>th</sup> Street to make room for this new development. The property is just under 2 acres in area and is located in the C-3, commercial zoning district.



The proposed building includes a 6 story, 82,000 ft<sup>2</sup> (14,000 hotel ft<sup>2</sup> base area) with 127 guest rooms located near the southeast corner of the lot. The hotel will provide on-site parking for their guest and employees with a drive-up canopy on the north side of the building. A pedestrian entrance is located at the southeast corner of the building near the W. 1<sup>st</sup> and Main Street intersection. The plan also includes the reconstruction of the driveway from W. 1<sup>st</sup> Street and sidewalks around the building with trail connections.

BACKGROUND

In the winter of 2008, the Old Broom Factory restaurant was demolished to make way for the redevelopment of this two acre site on W. 1<sup>st</sup> Street. At that time, the owner submitted a series of plans for condominium and restaurant development. The designs were presented to the Planning and Zoning Commission for review and discussion. The Commission tabled this

## Item E.3.

request and in the spring of 2008, the City Council authorized a contract with a planning consultant from Madison, Wisconsin (JJR) to study potential development options for this site. These options included a mixed use concept with hotels, condominiums, restaurants in buildings with 6-7 stories in height. Eventually the original owner sold the property to Eagle View Partners to develop this site in conjunction with the River Place development on State Street. A comprehensive development plan for the River Place Riverwalk redevelopment was approved by the City Council on May 29, 2012. The plan for the RiverWalk Redevelopment shows the Mill Race condominium project as a 6-8 story building. Eagle View eventually sold the property to Western Home Inc. for a new senior living condominium project. That building included two floors of parking topped with four floors of living units. In summary, the planning for this site has been on-going for the past 10 years.

The property at 10 Main Street and the adjoining land is owned by Western Home Inc. Hawkeye Hotels entered into an agreement with Western Homes to purchase the property for the construction of a new hotel. This report will focus on the site development elements of this project along with a utility easement vacation across the central portion of this site.

### ANALYSIS

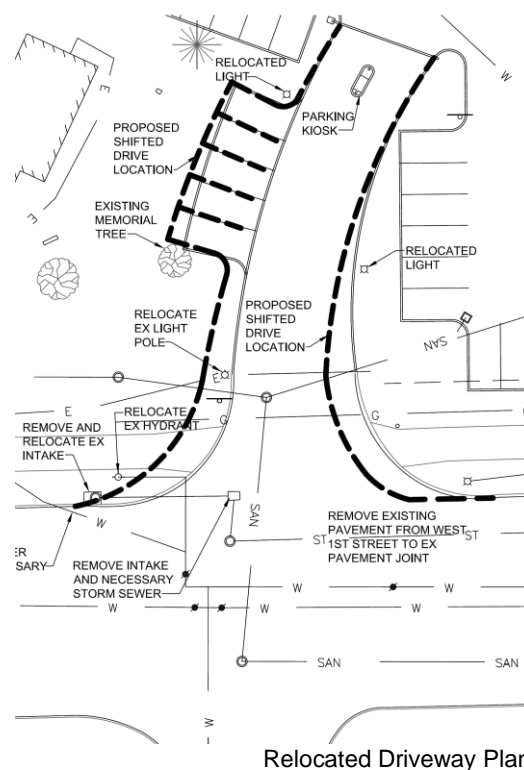
The property is located in the C-3 Commercial zoning district (Section 29-151). The property conforms to and is compatible with the prevailing C-3 commercial zoning in the downtown area. A commercial use in the C-3 district has no parking requirements (Section 29-177(a)(1)). However, staff feels that a hotel facility should provide the adequate parking for the hotel guests and employees since there is ample space on this site for the parking and per the aforementioned Riverwalk development plan. Since this property is located in the central business district overlay zoning district (Section 29-168) this site plan is subject to review and approval by the Planning and Zoning Commission and City Council. The developer and their architect and engineer have been working with city staff to complete the necessary documents for review. The Planning and Community Services Division has the following comments regarding the proposed development site plan:

- 1) Proposed Use: The proposed hotel at 10 Main Street is permitted in the C-3 Commercial district. **Use permitted.**
- 2) Setbacks: There are no building setbacks in the C-3 Commercial district. It should be noted that there is an existing 10-foot easement along W. 1<sup>st</sup> Street that will remain in place. Therefore, a 10-foot setback is established along W. 1<sup>st</sup> Street; a 5-foot setback is along Main Street. The proposed hotel is approximately 25 feet from the northerly lot line and 100 feet from the westerly lot line. All parking lot areas provide the minimum 5-foot setback from the lot lines. **Setbacks satisfied.**
- 3) Parking/Access: The off-street parking requirement for a hotel is one (1) stall per guestroom and one (1) stall for every two employees. It is proposed to have 127 guestrooms with 10 employees. This equates to 132 on-site parking stalls. The site plan shows a total of 132 parking stalls located behind the proposed hotel. This parking lot satisfies the minimum setback of 5 feet from the property line.

## Item E.3.

The parking lot will be accessed by a parking kiosk located at the north end of the driveway off of W. 1<sup>st</sup> Street. This kiosk will be used by hotel guest during their stay in downtown Cedar Falls. As part of this project, the petitioner will reconstruct the driveway and shift it to the west in order to line up with the north end of Washington Street. This will involve moving the storm sewer, storm inlets and water main under W. 1<sup>st</sup> Street. A portion of W. 1<sup>st</sup> Street will be closed during this phase of construction. The petitioner will have to coordinate these events with the Iowa DOT for proper road closures and public notices. The petitioner will install five parking stalls along the west side of the driveway for parking at the Little Red Schoolhouse.

Since this driveway from W. 1<sup>st</sup> Street will be the single access into this site, a secondary access is provided in the case of an emergency. This access will use the recreational trail along the north side of the building that allows guests to exist the site. This will be used in extreme measures in the event that emergency vehicles block the driveway access from W. 1<sup>st</sup> Street. This access will be controlled with removable bollards located at the edge of the parking lot next to the recreational trail. **Overall, the submitted parking lot plan and access plan is satisfied.**



- 4) **Open Space/Landscaping:** There are no open green space requirements in the C-3 Commercial district. The open space is located around the building and parking areas. The total site is approximately 84,000 ft<sup>2</sup> and the open space calculation is approximately 15,000 ft<sup>2</sup> or 18% of the total site.

The site plan identifies a number of overstory trees in and around the parking lot area and bushes around the building. Parking lots have some limited landscaping requirements, per Section 29-177(i)(4)(a). Street trees are planted at a rate of one tree for every 50 lineal feet of street frontage and shrubbery or similar plantings presenting a continuous, effective visual screen along the perimeter of a parking lot are needed components. There are some exceptions to this requirement for parking lots located behind buildings (see Section 29-177(i)(4)(b)), therefore continuous screening is only applicable along the south side of the parking lot along W. 1<sup>st</sup> Street. **Landscaping plan satisfied.**

- 5) **Sidewalks/Recreational Accommodations:** The existing sidewalks/trails along W. 1<sup>st</sup> Street and Main Street will remain in place during the construction phase of this project. During the construction of the hotel, the petitioner will be responsible to repair any damaged sections of these sidewalks/trails. New sidewalk connections will be installed around the hotel. Bike racks will be located near the northeast corner of the building next to an outdoor patio area. The petitioner will construct the section of the recreational trail along the flood wall in order to accommodate any emergency vehicles that may access this site. The trail will be 12 feet in width and reconstructed according to the plans for the levee and floodwall improvements. The petitioner will be responsible for the snow removal of this trail segment along the north side of the hotel. **Sidewalk plan satisfied.**

## Item E.3.

- 6) Building Design: Section 29-168(h), Central Business Overlay District states that the architectural character, materials, and textures of all buildings shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing several design elements. These are noted below with a review on how each element is addressed.

- a) **Proportion:** *The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

The property is zoned C-3 commercial, which has a building height limitation of 165 feet or three times the width of the road that the building faces (whichever is greater). In this case, W. 1<sup>st</sup> Street is 60 feet in width, meaning that the maximum building height allowed would be 180 feet (60 feet x 3). This structure is 83 feet 11 inches in height to the top of the turret. The majority of the building on all sides is 74 feet to the top of the parapet wall on the sixth floor. This building would meet the height requirement of the Zoning Ordinance. This property is also located within the Central Business Overlay Zoning District. This overlay district does not have a specific height limitation for buildings, but it does call for reviewing the scale of a proposed building in relation to adjoining properties and other nearby properties within the immediate neighborhood.

To study the relationship of this site to other adjoining properties, a unique situation is presented for this development. Is it reasonable to compare the height of the proposed hotel with the Little Red School House, Rapp Gas Station or the Ice House Museum? Or should one look across the street at the height of the existing buildings on Main Street for comparison. Most of the buildings along the “parkade” are two or three stories in height with a few four story buildings in the downtown area. The proposed hotel will be six (6) stories in height. The petitioner’s architect provided a height comparison drawing of the existing buildings in the downtown area which include the Oster Theatre, Black Hawk Hotel, and River Place. The 4<sup>th</sup> and Main building was not included in this height study. That building is approximately 55 feet in height. So, the average height of these buildings is 51 feet or three/four stories. The proposed hotel is 23 feet taller than this average or 19 feet taller than the Black Hawk Hotel or 4<sup>th</sup> and Main building.

The topography of the subject site is similar to the land on the south side of W. 1<sup>st</sup> Street. So one can’t conclude that the proposed hotel will have a finish floor elevation either below or above the existing grade of the buildings on Main Street. Another analysis shows that the proposed hotel cannot compare to other adjacent buildings, since this will be the only structure on the site. This site, while situated on the north side of W. 1<sup>st</sup> Street offers a different perspective to the building height criteria that is reflected in the design and height of the building. The previous plans mentioned in the background portion of this staff report included multi-story buildings (6-8 stories) for condominiums, restaurants and hotels. The proposed 6 story Hampton Inn continues with the plan for this site. Another factor to consider is the relationship of the width and height of windows and doors of adjacent buildings. The design of the hotel offers similar treatments in this aspect.



## Item E.3.

The height of the building was discussed at the February 14, 2018 Planning and Zoning Commission meeting. Generally, the Commission did not have any concerns with the height of the building.

- b) **Roof shape, pitch, and direction:** *The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The design of the proposed hotel includes a flat roof with a parapet wall similar to the other buildings in the downtown area. The curved turret at the southeast corner of the building creates a focal point at the 1<sup>st</sup> and Main Street intersection when traveling into downtown from the highways to the east.

- c) **Pattern:** *Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

Overall, the design of the hotel is an attractive building which represents a new design for Hampton Inn. The pattern includes long horizontal and vertical lines repeated around the building with a two tone brick color to separate these patterns. The front and back of the building includes raised and recessed portions of the facade wall to interrupt the massing of the wall. This design is extended to the roof parapets varying height to separate the building materials and color. The windows include precast lintels with keystones and sills or banding elements. The southeast corner of the building includes a curved feature with balconies on the second through sixth floor. A pedestrian entry is located at this corner covered with a canopy.









- d) **Materials and texture:** *The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The primary materials used on the building are brick, stone, glass and EIFS treatments. The southeast corner of the building is covered with a stone treatment and brick to define the balcony section of the hotel. The recessed portion of the balconies is in EIFS with score lines around the doorway and windows.

The percentage of materials on this building is as follows:

- North elevation: Stone = 1%; Brick = 94%; EIFS = 5%
- South elevation: Stone = 9%; Brick = 79%; EIFS = 12%
- East elevation: Stone = 11%; Brick = 76%; EIFS = 13%
- West elevation: Stone = 4%; Brick = 89%; EIFS = 7%

	01	INTERSTATE BRICK COLOR MOUNTAIN RED BRICK
	02	BORAL CULTURED STONE COLOR: GOLDEN BUCKEYE
	03	EIFS - BONE BLACK CW-715
	04	INTERSTATE BRICK COLOR: PLATINUM
	05	EIFS - BRUTON WHITE CW-710
	06	EIFS - GOTHAM CSP-385

## Item E.3.

- e) **Color:** *The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The majority of the hotel includes a red and gray brick colors with white and gray EIFS treatments on the cornice and overhang. These colors are found on other buildings in the downtown area.

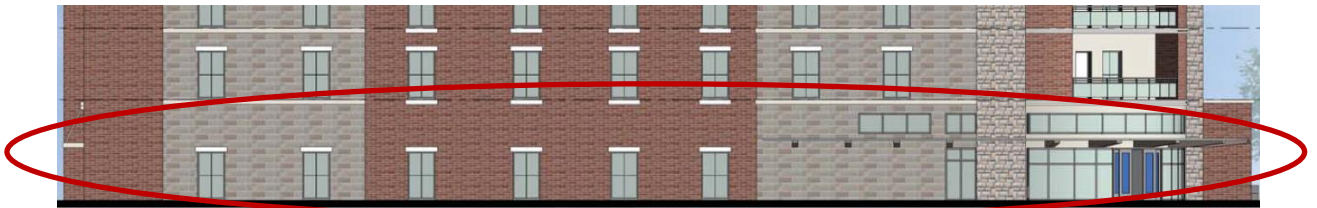
- f) **Architectural features:** *Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

The building has a majority of brick and stone on the facade. Raised and recessed portions give opportunity for contrasting brick colors and the main feature corner is wrapped in stone and curved around the balconies. Windows include precast lintels and either precast sills or precast banding elements. This treatment, their proportion and double hung appearance along with the overall shape matches other buildings in the downtown. Cornices provide varied depth and the corner has an embellished cornice for a visual impact. Awnings are used on the corner and above entry doors for both aesthetic appeal and rain cover. The main corner has a glass canopy. Balconies on the feature corner have a slim profile rail with recesses back from the main building facade for the guest room suites. Parapets vary along the elevations to give appeal and separate building materials.

It should be noted that the hotel will have an internal HVAC system for each individual room and there will be no exposed vents below the windows.

The Planning and Zoning Commission provided some comments at the last meeting on February 14, 2018. These comments included the following along with the architectural changes to the hotel:

- Create a strong base for the building
  - The first floor was changed as a unified base of similar exterior materials. Instead of using a vertical pattern of similar materials. The base or first floor of the hotel is constructed with the cultured stone material. Additional windows for the lobby area were added to the south facade. These are full length windows with transoms. These windows are also included on the east facade for the lobby area.



Original Design of First Floor



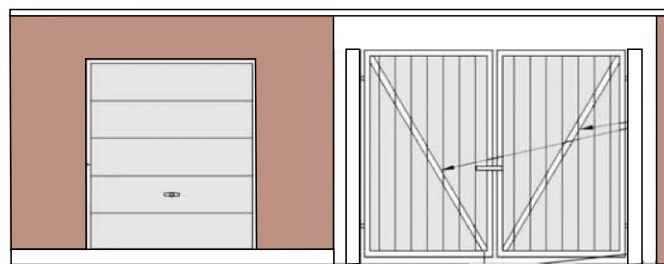
Revised Design of First Floor

- The windows on the first floor and within the cultured stone vertical mass of the building include architectural keystones within the lintel design.

**Overall, the design of the proposed hotel provides similar design elements found on other buildings in the downtown area.**

Enclosed in the packet are some comments received on this project.

- 7) **Trash Dumpsters:** A trash dumpster location is identified in the parking lot on the west side of the site. The enclosure will be constructed with a block wall and EIFS to match the color of the hotel. One-half of the enclosure will be a shed with an overhead door and the other half will screen the dumpster with a steel gate. This enclosure will be 8 feet in height. **Dumpster enclosure satisfied.**



Dumpster Enclosure

- 8) **Storm Water Management:** A storm water management plan has been submitted for review by City Engineering Division staff. The plan is to install an underground detention system within the parking lot area. This detention system will collect all the storm water runoff from the site and buildings and release into the storm sewer on W. 1<sup>st</sup> Street. The owner is responsible for the maintenance of the underground detention system. A stormwater maintenance and repair agreement has been submitted to the City for review.
- 9) **Lighting Plan:** The existing two head antique light fixtures along the driveway will be removed and replaced after the relocation of the driveway. New LED light fixtures will be installed in and around the parking lot. These are the same LED fixtures that were installed in the new parking lot behind the 100 block of Main Street. The downtown streetscape plan identifies the north side of W. 1<sup>st</sup> Street for antique light fixtures with banner arms. The petitioner will install two additional antique single head light fixtures behind the recreational trail along W. 1<sup>st</sup> Street from the relocated driveway to the intersection of W. 1<sup>st</sup> and Main Street. Additional antique light fixtures will be placed around the hotel. These antique light fixtures will match the existing antique style lights in the downtown. A photometric lighting plan has been submitted. This plan shows the lumens restricted to the parking lot area with a slight overcast near the property line. **Lighting plan satisfied.**
- 10) **Signage:** The signage for the proposed hotel is included on the attached building elevation drawings. Hampton Inn wall signs are located on the east and west facade and the corner

## Item E.3.

of the building. Any additional signage must be included as a part of this review. Permits will be required prior to installation.

- 11) Levee construction: The City of Cedar Falls is under contract for improvements to the levee system from Center Street to the Cedar Falls Utilities site. These improvements include adding additional height to the existing earthen levee and flood wall. The area behind the hotel site includes a flood wall section of the levee. Two additional feet will be added to the top of this wall section. The base of the flood wall is approximately 15 feet north of the property line. The parking lot is 5 feet inside the property line. The final paving in the parking lot is approximately 0.2' higher at its closest location to the toe of the berm next to the wall. This will allow the hotel contractor to balance the grade difference from the new parking lot to the existing grade. No private construction activity will extend beyond the limits of the property line.



Another important comment on the levee project is the construction staging of the levee and the hotel. This city has obtained a temporary construction easement adjacent to the base of the levee. The City's contractor will utilize this easement area for construction staging and material storage through the end of June, 2018. There is also a 70' wide easement along the south end of the site in place until the end of June for additional construction staging. It is anticipated that the majority of the levee work in this area will be completed by the end of June.

- 12) Utility Easement Vacation: The existing utility easement that runs through the central portion of the site will be vacated. Mediacom is the only utility that occupies this easement. The petitioner's engineer has notified Mediacom of this easement vacation and they plan to relocate their services during the site grading portion of the project.
- 13) Existing Chamber Building: The existing Chamber building is proposed to be relocated this spring to the east end of E. 4<sup>th</sup> Street for the new Main Street office. Plans are being developed to relocate this building.
- 14) Streetscape Plan Implementation: As previously mentioned, the petitioner will install single head antique style lights with banner arms along the north side of W. 1<sup>st</sup> Street from their driveway to Main Street. These lights will be located behind the recreational trail.  
**Streetscape elements satisfied.**

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. Water, electric, gas, and communications are available along W. 1<sup>st</sup> Street. There is also a transformer that can be relocated further south within the 10 foot easement near the south property line of the site at the owners expense. There is an 8" gas main between the sidewalk and the north property line of W. 1<sup>st</sup> Street. An 8" water main is available along W 1<sup>st</sup> Street and a 6" water main along Main Street. If an 8" water service is required, it should be connected to the water main on W 1<sup>st</sup> Street. It is recommended to create a looped connection from Main Street to W 1<sup>st</sup> Street. The petitioner and their contractor will have to coordinate these connections with CFU.

PLANNING & ZONING COMMISSION

Discussion  
2/14/2018

Chair Oberle introduced the item and Mr. Sturch provided background information. A new hotel is being proposed at the corner of First and Main Streets in the C-3 District at the site of the former Broom Factory Restaurant. He discussed the background of the property and said that a new Hampton Inn will be a six story building 132 parking stalls. He displayed renderings of the notable site plan elements, as well as landscaping, site access, building facade, design and height, lighting design, levee construction, stormwater management and easement vacation.

The developer, Om Patel, Director of Hawkeye Hotels of Iowa City, spoke to the background of the business and the Hampton Inn brand. They are proposing a different, more customized and unique hotel to fit in to downtown Cedar Falls.

The Commission members stated that the project needs a strong base and introduce some architectural elements from other nearby buildings. The hotel needs to have a downtown feel instead of a “corporate” or “suburban” look. The Commission generally did not have any reservations on the overall height of the building. They liked the location of the building and entry by the intersection.

The item will be brought back to the February 28, 2018 Commission meeting.

Vote  
2/28/2018

Chair Oberle introduced this item and asked staff to present the Hampton Inn site plan. Planner David Sturch provided some background information on the site plan. He reviewed the design changes from the previous meeting that includes changing the materials on the first floor to a single color brick instead of multiple colors. Additional windows were added to the lobby area at the southeast corner of the building and keystone elements were placed within the lintels above the windows. Otherwise, the site plan elements satisfy the ordinance requirements.

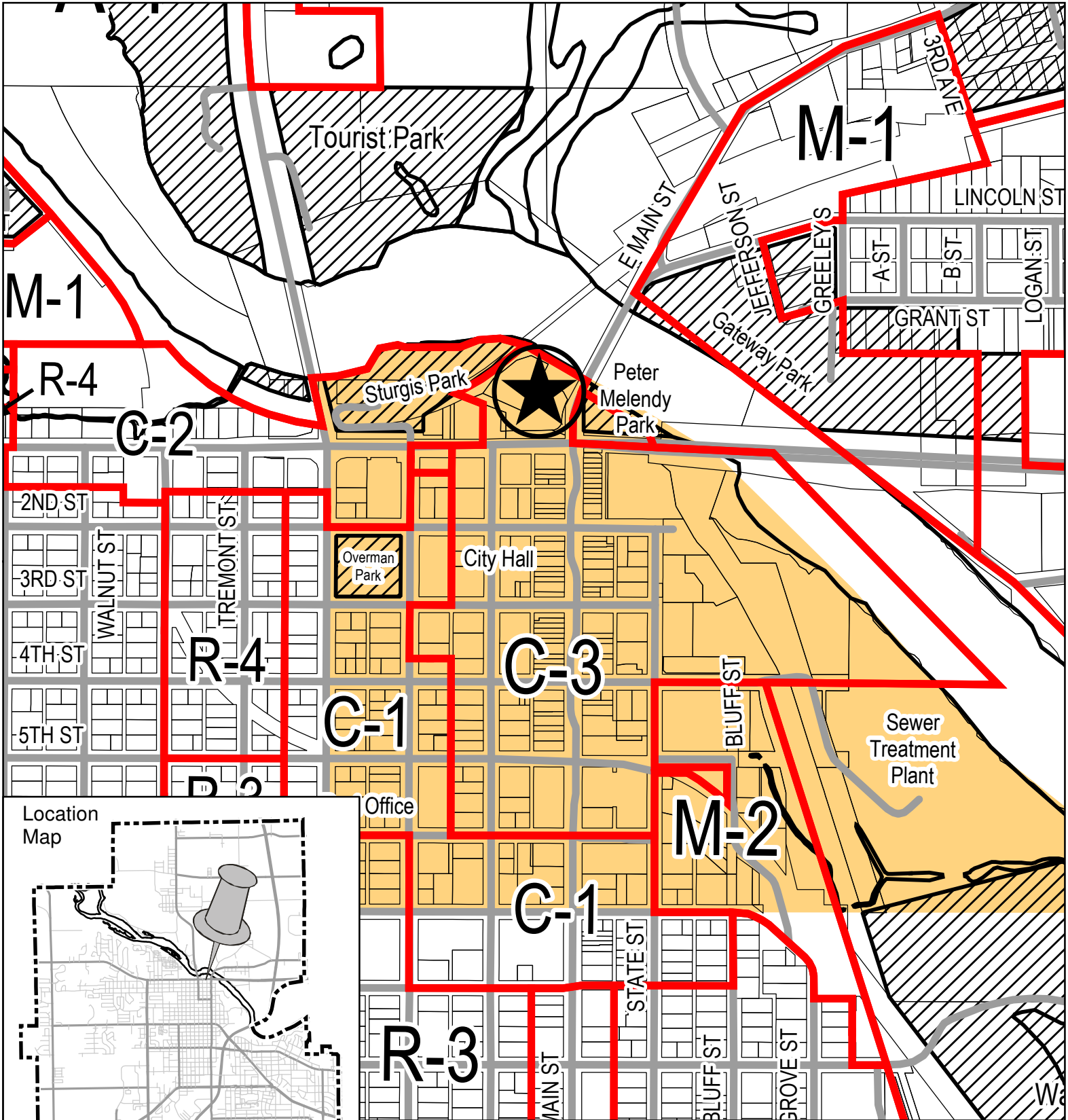
The developer, Om Patel, explained the design changes. The commission members had some comments on the design and site plan for the hotel. Mark Kittrel and Carol Lilly provided some additional comments in support of the project.

There were no comments and the commission approved the Hampton Inn site plan at the northwest corner of Main and W. 1<sup>st</sup> Street.

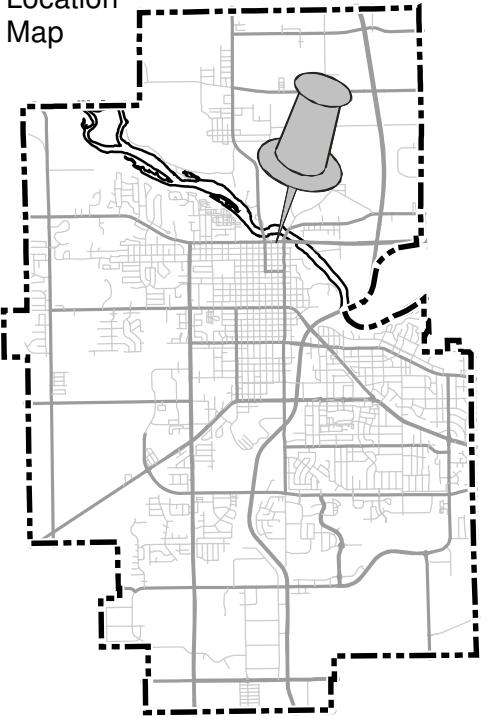
STAFF RECOMMENDATION

The Community Development Department recommends approval of the Hampton Inn hotel site plan and utility easement vacation subject to the following conditions:

1. Meet all technical review comments.
2. This site will be used for the levee construction per the approved temporary construction easements.
3. The driveway shall be relocated to the west in line with the alignment of Washington Street.
4. No private construction activity to occur outside the property line.



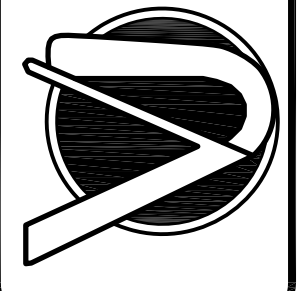
Location Map



Downtown Overlay District Site Plan Review  
Hampton Inn Hotel Project

# HAMPTON INN HOTEL CEDAR FALLS, IOWA

VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829

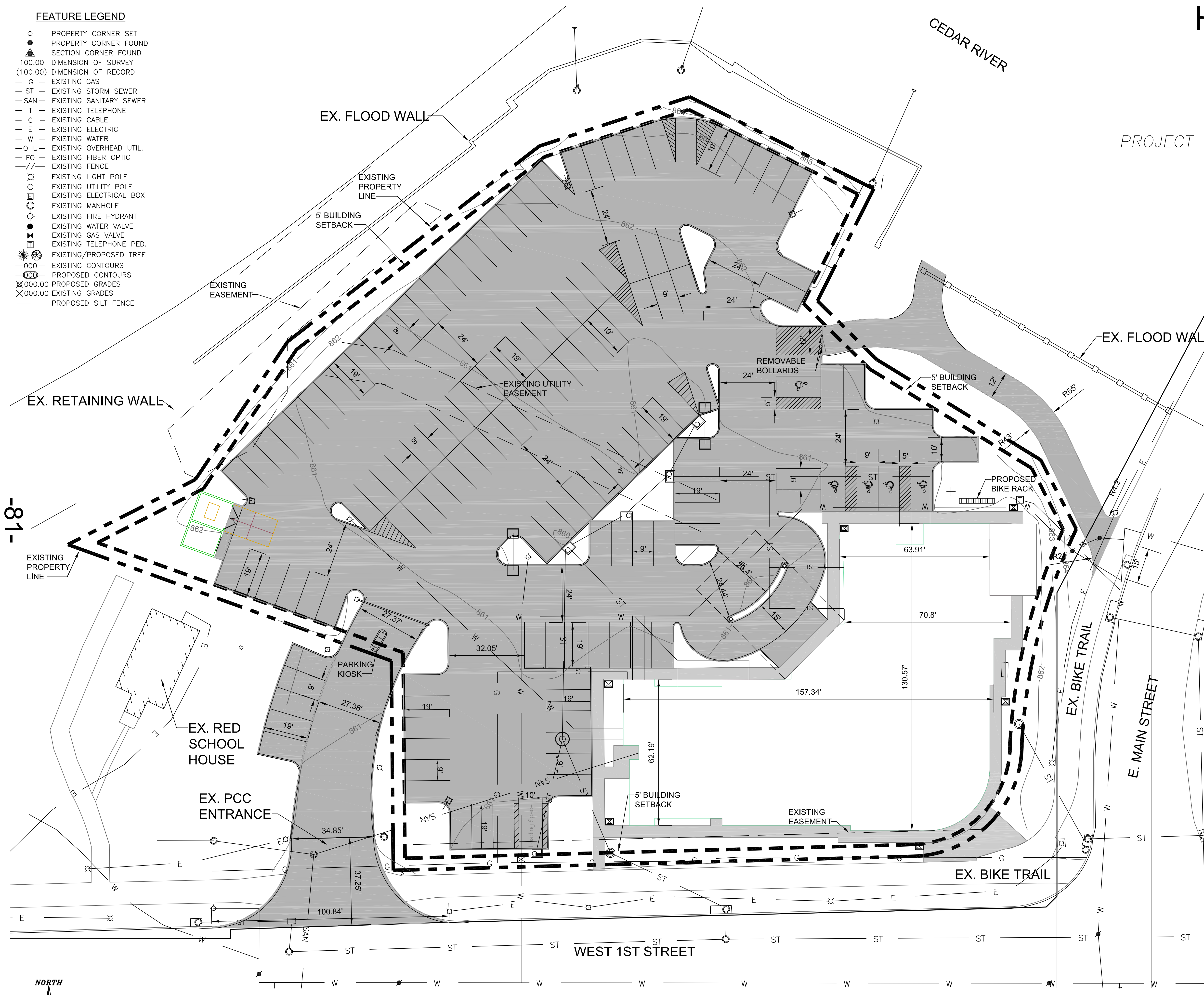


HAMPTON INN  
TITLE SHEET  
10 EAST MAIN STREET  
DOWNTOWN CEDAR FALLS, IOWA

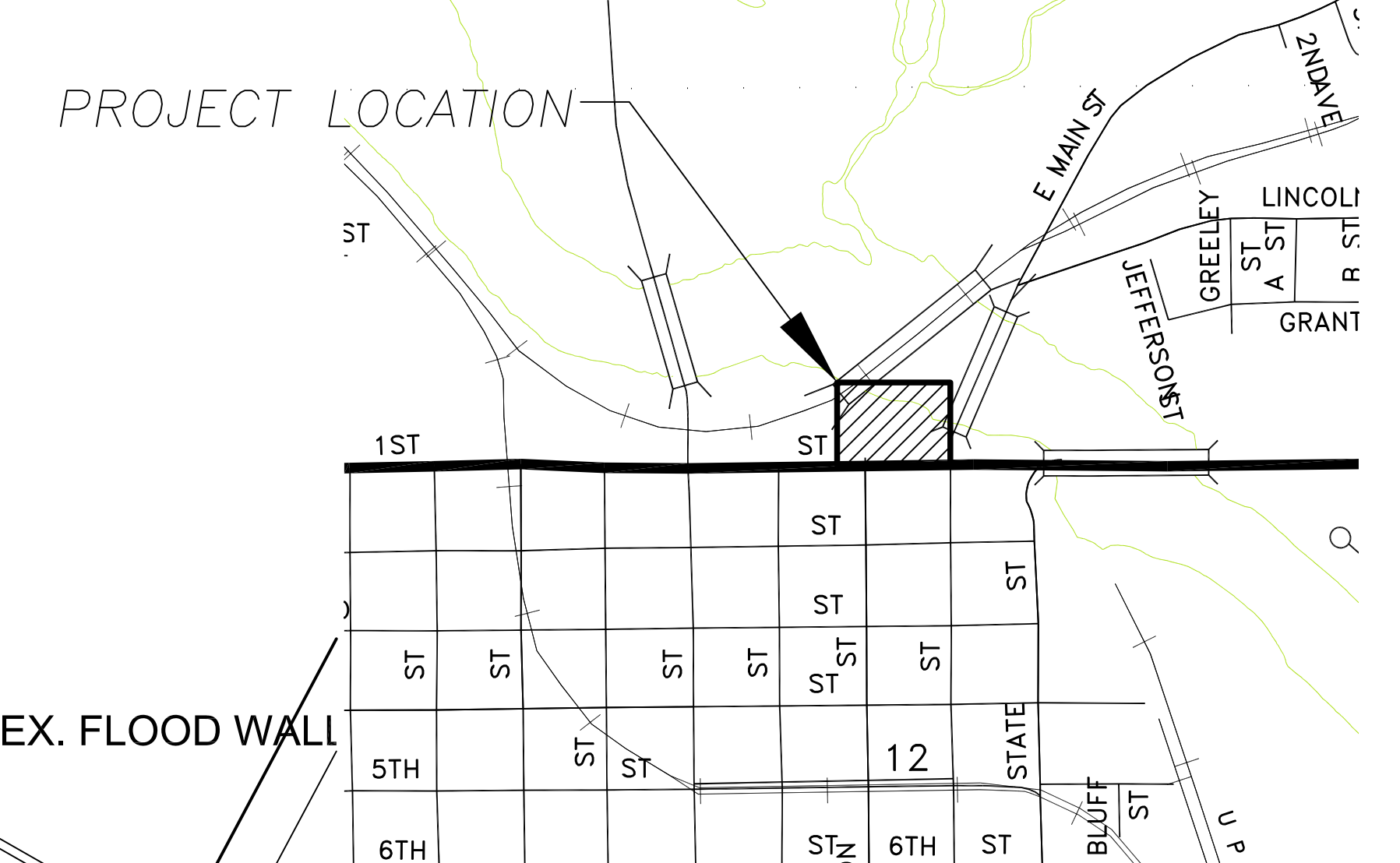
1  
OF  
9  
Item E.3.  
160600

### FEATURE LEGEND

- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- ▲ SECTION CORNER FOUND
- 100.00 DIMENSION OF SURVEY
- (100.00) DIMENSION OF RECORD
- G - EXISTING GAS
- ST - EXISTING STORM SEWER
- SAN - EXISTING SANITARY SEWER
- T - EXISTING TELEPHONE
- C - EXISTING CABLE
- E - EXISTING ELECTRIC
- W - EXISTING WATER
- OHU - EXISTING OVERHEAD UTIL.
- FO - EXISTING FIBER OPTIC
- - - - EXISTING FENCE
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING ELECTRICAL BOX
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING GAS VALVE
- EXISTING TELEPHONE PED.
- EXISTING/PROPOSED TREE
- - - - EXISTING CONTOURS
- - - - PROPOSED CONTOURS
- EXISTING GRADES
- PROPOSED GRADES
- EXISTING SILT FENCE
- PROPOSED SILT FENCE



### VICINITY MAP



CITY OF CEDAR FALLS, IOWA  
NOT TO SCALE

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF CEDAR FALLS, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS).

### INDEX OF SHEETS

1. TITLE SHEET
2. NOTES
3. EXISTING PROPERTY / EASEMENTS
4. EXISTING CONDITIONS / REMOVALS PLAN
5. LANDSCAPING PLAN
6. GRADING & PAVING PLAN
7. UTILITY PLAN
8. STORM SEWER PLAN
9. EROSION & SEDIMENT CONTROL PLAN

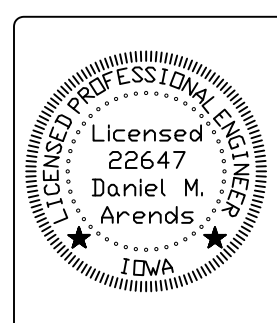
**OWNER**  
HAWKEYE HOTELS  
2706 JAMES STREET  
CORALVILLE, IOWA 52241

**CURRENT ZONING:**  
C-3 COMMERCIAL,  
CENTRAL BUSINESS DISTRICT

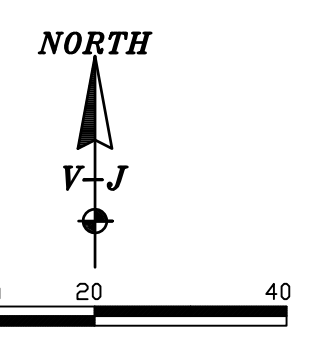
**AUDITORS MILL COMPANY PLAT**  
TOTAL SITE AREA = 1.938 ACRES

### NOTES

1. THE LOCATION OF UTILITIES INDICATED ON THE DRAWINGS ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES SHALL 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 DRAWINGS MAY BE PRESENT.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  
**DANIEL M. ARENDS, P.E.**  
License number 22647  
My license renewal date is December 31, 2018  
Pages or sheets covered by this seal.





**CENTRAL BUSINESS DISTRICT LANDSCAPING REQUIREMENTS:**  
 -THERE ARE NO REQUIRED LANDSCAPING POINTS IN THIS DISTRICT

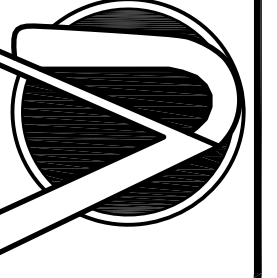
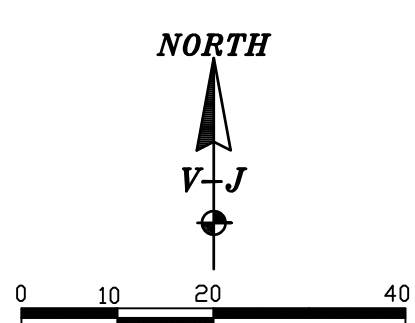
-TOTAL SITE AREA: 84,588 S.F.  
 -LANDSCAPED AREA PROVIDED: 15,503 S.F.  
 -LANDSCAPED AREA: 18.33%

-PARKING AREA PLANTINGS - 18 OVERSTORY TREES  
 - 11 FIVE GALLON BUSHES

STREET TREE PLANTINGS - 2 OVERSTORY TREES  
 - 13 FIVE GALLON BUSHES

**PARKING STALLS REQUIRED:**  
 1 STALL FOR EVERY GUESTROOM  
 PLUS ONE STALL FOR EVERY TWO EMPLOYEES  
 -127 ROOMS = 127 PARKING STALLS  
 -10 EMPLOYEE MAX = 5 PARKING STALLS  
 -REQUIRED = 132 PARKING STALLS  
 -PROVIDED = 132 PARKING STALLS ON SITE  
 5 PUBLIC PARKING STALLS

-82-

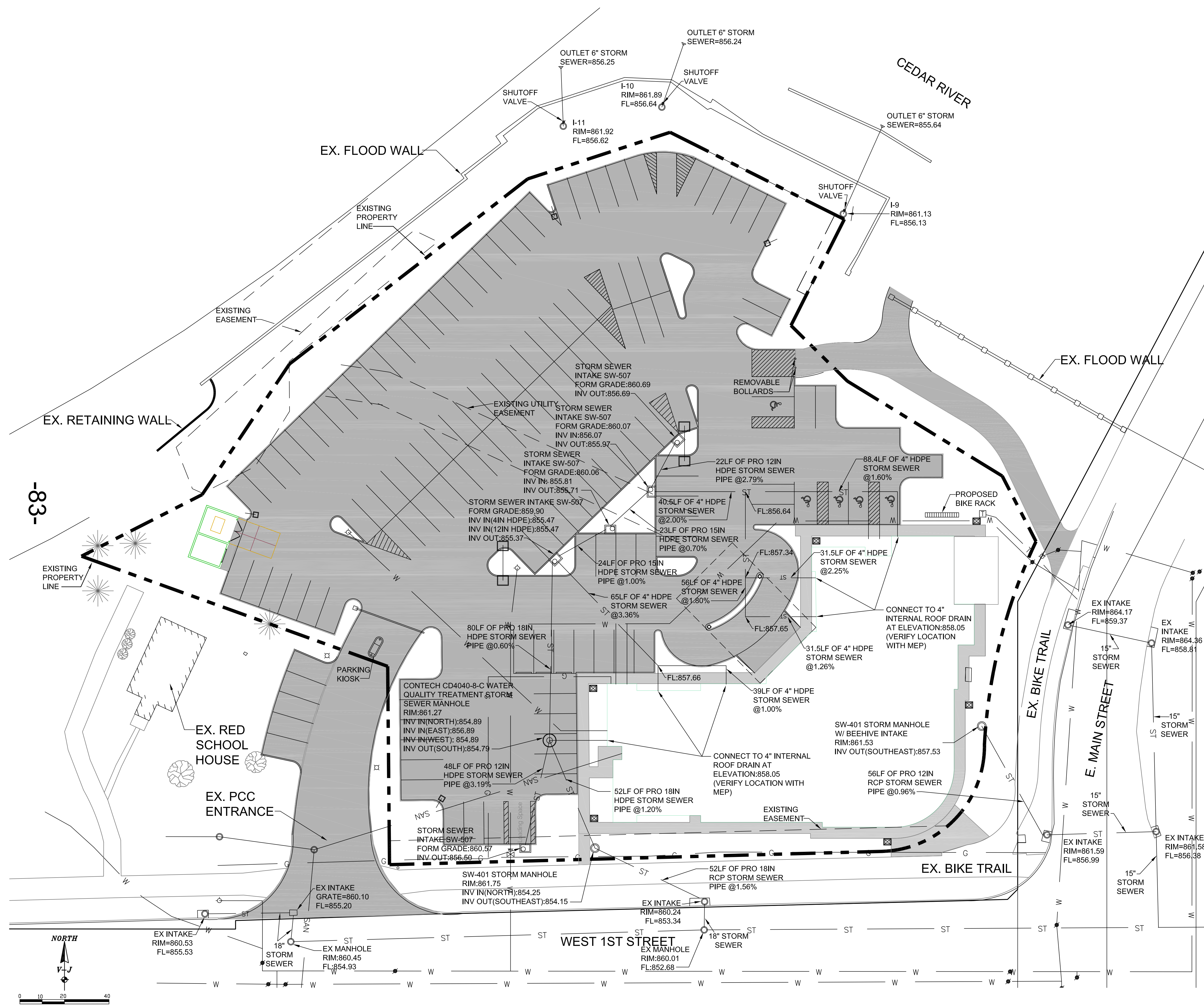


5	OF	9
scale	1:20	
drawn by	JLK	
approved by	DMA	
date	12/12/2017	
revisions	01/31/2018	
	02/23/2018	

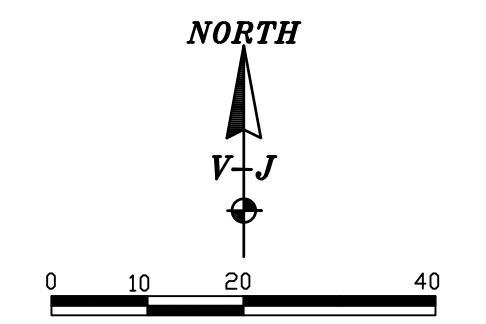


- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
  - DIMENSIONS MARKED WITH ( ) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
  - FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE.  
www.contechES.com
  - CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
  - STRUCTURE SHALL MEET AASHTO HS20 AND CASTINGS SHALL MEET HS20 (AASHTO M 306) LOAD RATING, ASSUMING GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
  - PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.

- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
  - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
  - CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
  - CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.
  - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.



-83-





-84-



**BASE**

Architects & Engineers

[www.base-4.com](http://www.base-4.com)



-85-



**BASE**

Architects & Engineers

[www.base-4.com](http://www.base-4.com)

Item E.3.

# West Elevation

NOT TO SCALE



WEST FAÇADE MATERIALS	PERCENT
INTERSTATE BRICK COLOR:- PLATINUM	36%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	54%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	4%
EIFS - BONE BLACK CW-715	0%
EIFS - BRUTON WHITE CW-710	6%
EIFS - GOTHAM CSP-385	1%
<b>TOTAL</b>	<b>100</b>

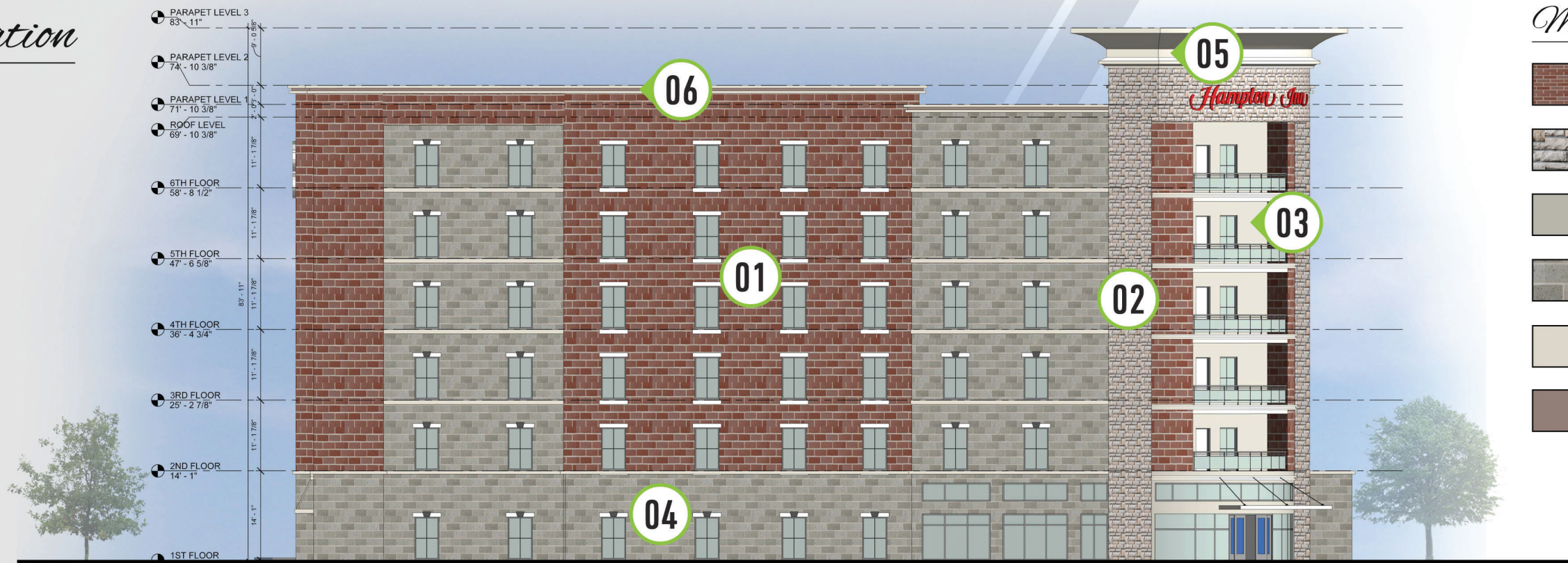
SOUTH FAÇADE MATERIALS	PERCENT
INTERSTATE BRICK COLOR:- PLATINUM	39%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	41%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	9%
EIFS - BONE BLACK CW-715	4%
EIFS - BRUTON WHITE CW-710	7%
EIFS - GOTHAM CSP-385	1%
<b>TOTAL</b>	<b>100%</b>

TOTAL BUILDING FAÇADE MATERIALS	PERCENTAGE
INTERSTATE BRICK COLOR:- PLATINUM	38%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	49%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	6%
EIFS - BONE BLACK CW-715	2%
EIFS - BRUTON WHITE CW-710	5%
EIFS - GOTHAM CSP-385	1%
<b>TOTAL</b>	<b>100%</b>

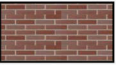

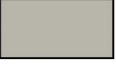



Item E.3.

# South Elevation

NOT TO SCALE



## Material Legend

-  01 INTERSTATE BRICK COLOR MOUNTAIN RED BRICK
-  02 BORAL CULTURED STONE COLOR: GOLDEN BUCKEYE
-  03 EIFS - BONE BLACK CW-715
-  04 INTERSTATE BRICK COLOR: PLATINUM
-  05 EIFS - BRUTON WHITE CW-710
-  06 EIFS - GOTHAM CSP-385

-86-



# HAMPTON INN

CEDAR FALLS, IA



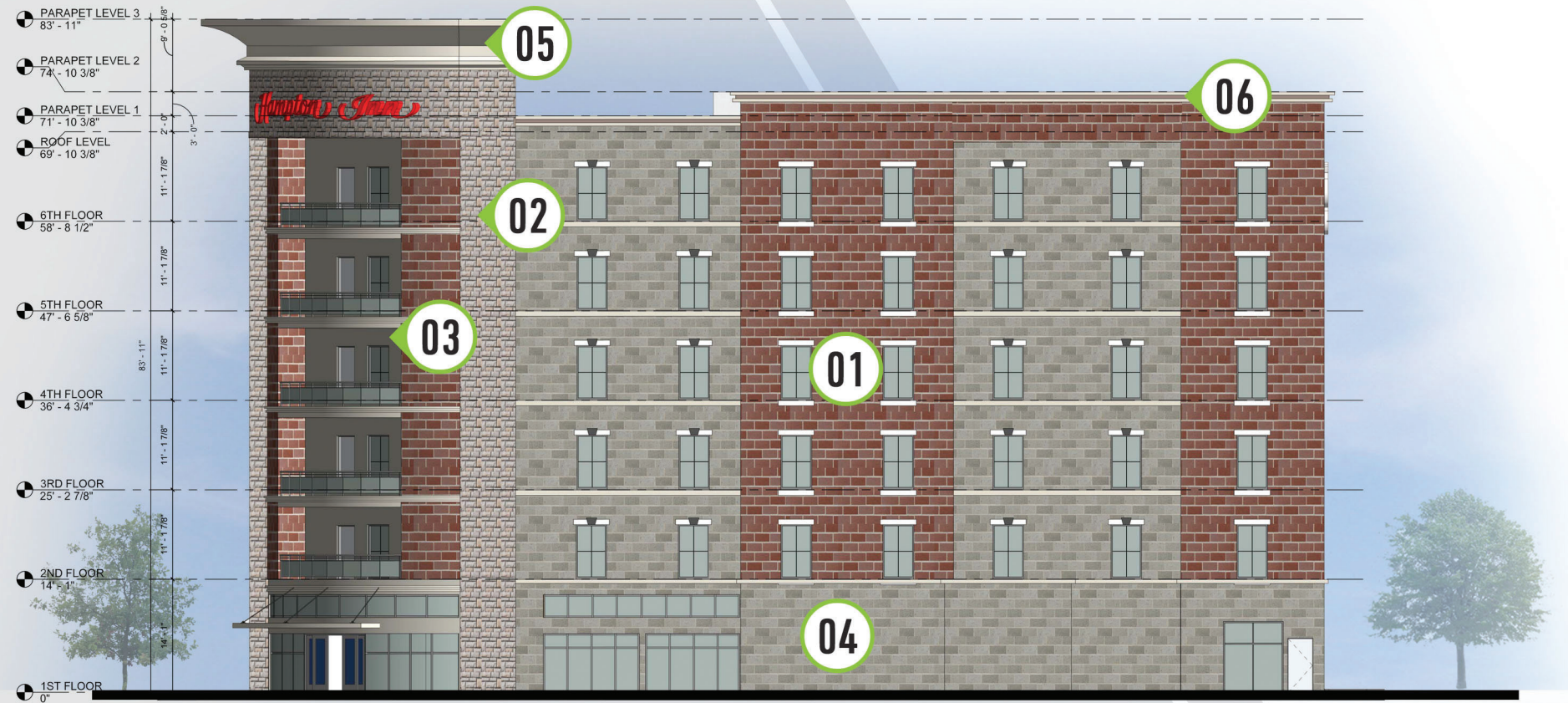
Base4

2901 Clint Moore Road, #114, Boca Raton, Florida 33496, USA  
www.base-4.com | 1.720.72.BASE4

01  
OF 02

# East Elevation

NOT TO SCALE



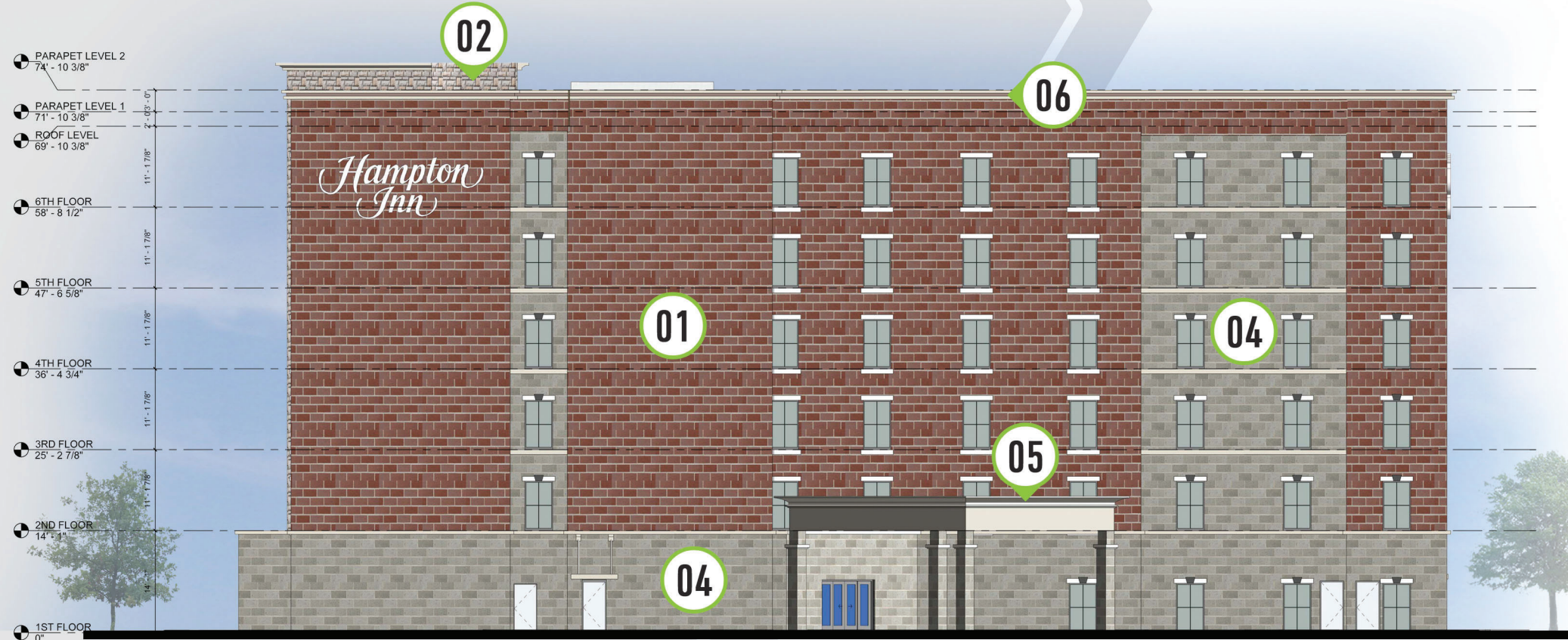
EAST FAÇADE MATERIALS	PERCENTAGE
INTERSTATE BRICK COLOR:- PLATINUM	41%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	35%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	11%
EIFS - BONE BLACK CW-715	5%
EIFS - BRUTON WHITE CW-710	8%
EIFS - GOTHAM CSP-385	0%
<b>TOTAL</b>	<b>100%</b>

NORTH FAÇADE MATERIALS	PERCENTAGE
INTERSTATE BRICK COLOR:- PLATINUM	33%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	61%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	1%
EIFS - BONE BLACK CW-715	0%
EIFS - BRUTON WHITE CW-710	4%
EIFS - GOTHAM CSP-385	1%
<b>TOTAL</b>	<b>100%</b>

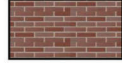

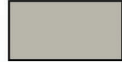



TOTAL BUILDING FAÇADE MATERIALS	PERCENTAGE
INTERSTATE BRICK COLOR:- PLATINUM	38%
INTERSTATE BRICK COLOR:- MOUNTAIN RED	49%
BORAL CULTURED STONE COLOR : GOLDEN BUCKEYE	6%
EIFS - BONE BLACK CW-715	2%
EIFS - BRUTON WHITE CW-710	5%
EIFS - GOTHAM CSP-385	1%
<b>TOTAL</b>	<b>100%</b>

# North Elevation

NOT TO SCALE



## Material Legend

-  01 INTERSTATE BRICK COLOR MOUNTAIN RED BRICK
-  02 BORAL CULTURED STONE COLOR: GOLDEN BUCKEYE
-  03 EIFS - BONE BLACK CW-715
-  04 INTERSTATE BRICK COLOR: PLATINUM
-  05 EIFS - BRUTON WHITE CW-710
-  06 EIFS - GOTHAM CSP-385

-87-



# HAMPTON INN

CEDAR FALLS, IA

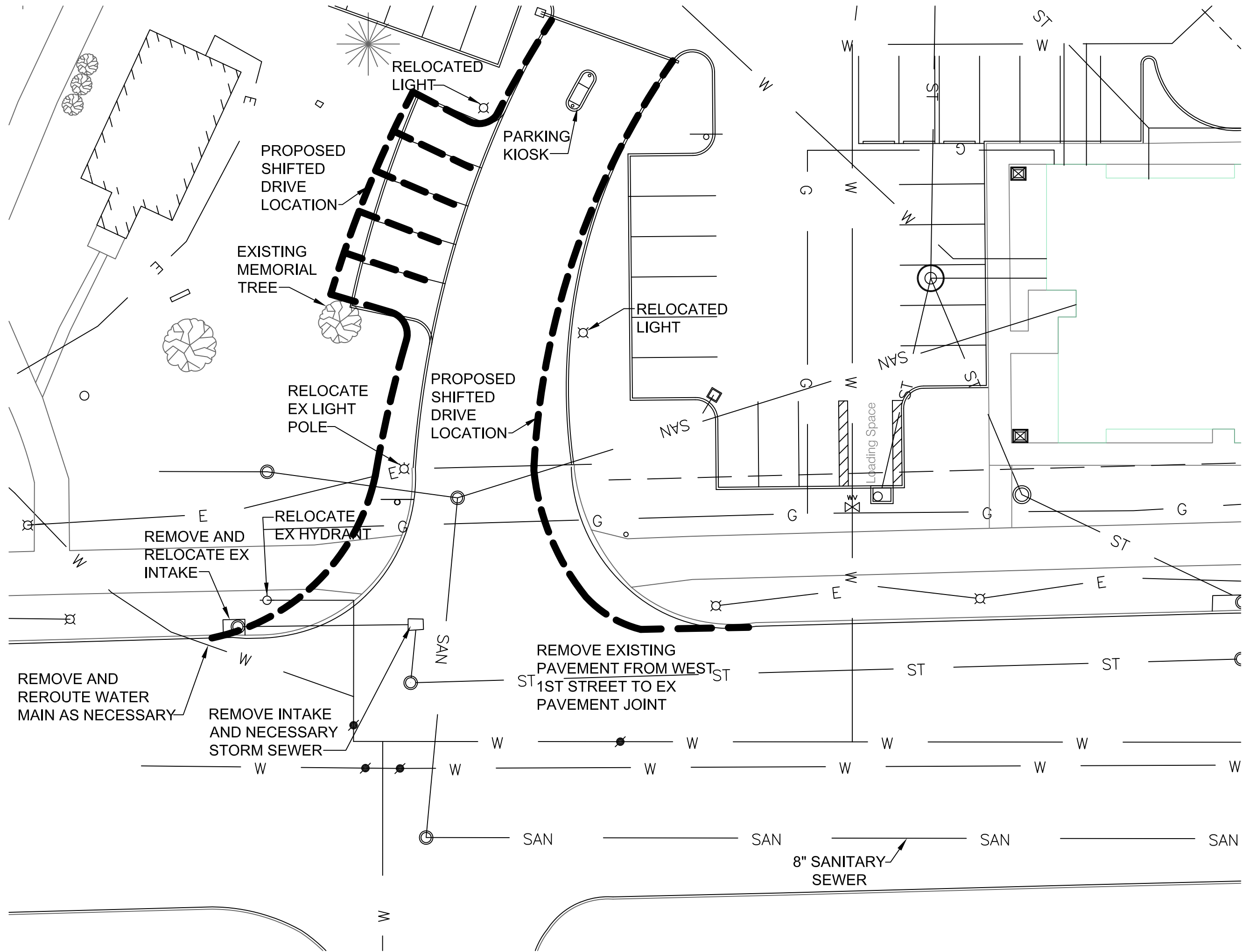


Base4

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www.base-4.com | 1.720.72.BASE4

Item E.3.

02 OF 02





NOTES:  
 -PROPOSED ELEVATIONS REPRESENT TOP OF CURB GRADES.  
 -EXISTING ELEVATIONS REPRESENT TOP OF GROUND ELEVATIONS FROM TOPOGRAPHIC SURVEY.

- FEATURE LEGEND**
- PROPERTY CORNER SET
  - PROPERTY CORNER FOUND
  - ▲ SECTION CORNER FOUND
  - 100.00 DIMENSION OF SURVEY (100.00) DIMENSION OF RECORD
  - G — EXISTING GAS
  - ST — EXISTING STORM SEWER
  - SAN — EXISTING SANITARY SEWER
  - T — EXISTING TELEPHONE
  - C — EXISTING CABLE
  - E — EXISTING ELECTRIC
  - W — EXISTING WATER
  - OHU — EXISTING OVERHEAD UTIL.
  - FO — EXISTING FIBER OPTIC
  - / — EXISTING FENCE
  - / — EXISTING LIGHT POLE
  - / — EXISTING UTILITY POLE
  - / — EXISTING ELECTRICAL BOX
  - / — EXISTING MANHOLE
  - / — EXISTING FIRE HYDRANT
  - / — EXISTING WATER VALVE
  - / — EXISTING GAS VALVE
  - / — EXISTING TELEPHONE PED.
  - / — EXISTING CONTOURS
  - / — PROPOSED GRADES
  - / — PROPOSED GRADES
  - / — PROPOSED SILT FENCE

168060

1 OF 1  
 scale 1:20  
 drawn by JLK  
 approved by DMA  
 date 01/26/2018  
 revisions

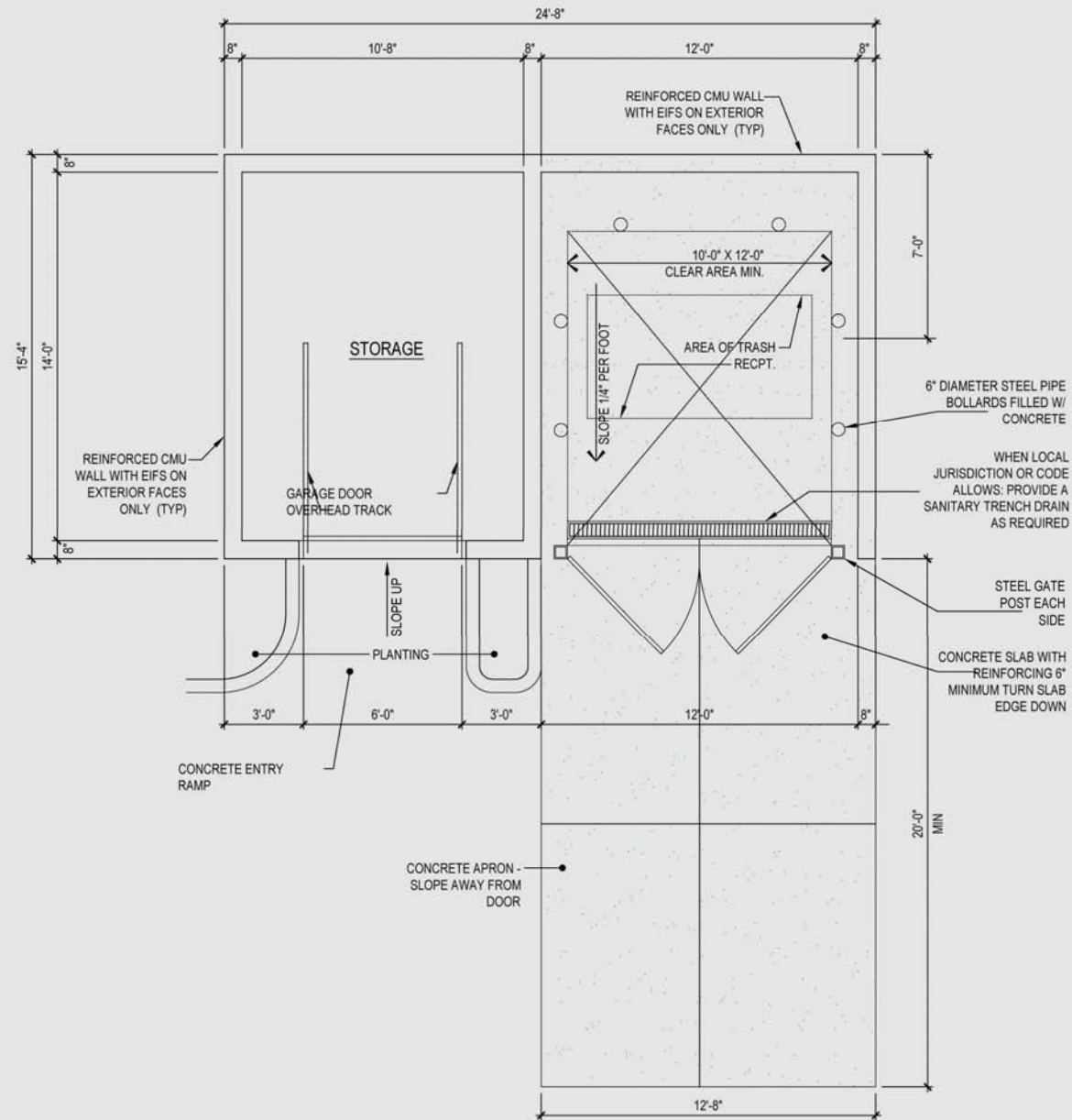
HAMPTON INN  
 GRADING AROUND LEVEE  
 10 EAST MAIN STREET  
 DOWNTOWN CEDAR FALLS, IOWA

VJ Engineering  
 1501 Technology Parkway  
 Cedar Falls, Iowa - 319-266-5829

090891

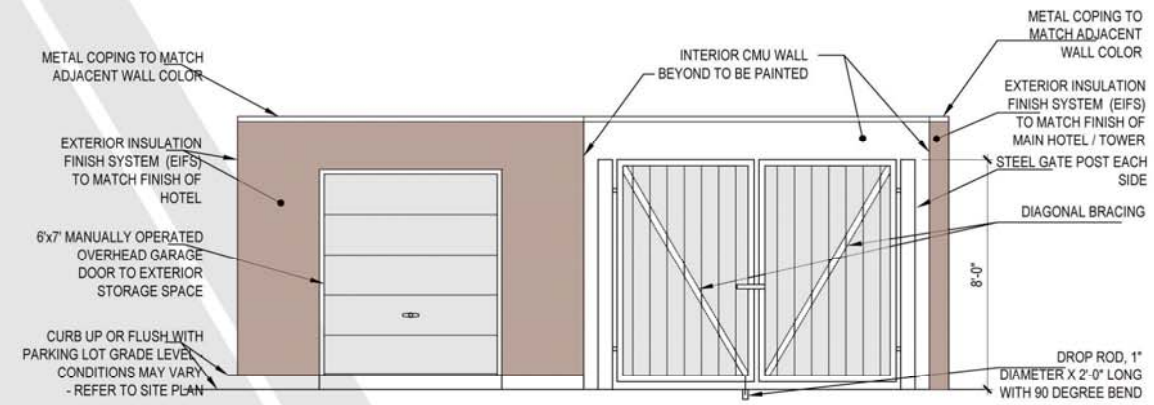
# Trash Enclosure Plan

NOT TO SCALE



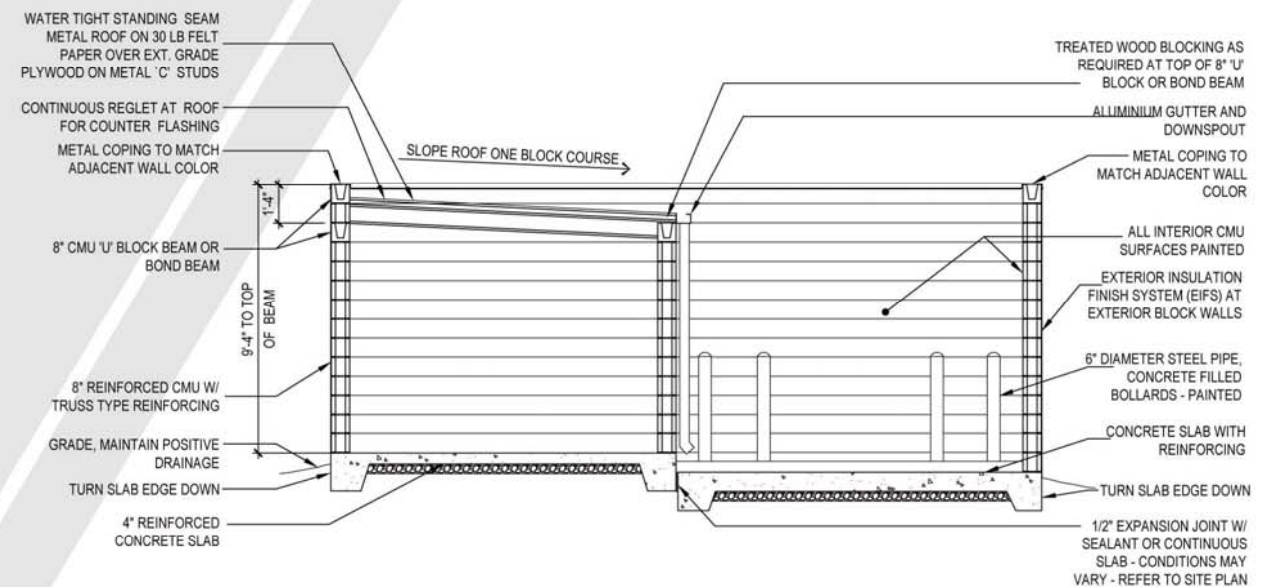
# Trash Enclosure Elevation (North)

NOT TO SCALE



# Trash Enclosure Section

NOT TO SCALE



-06-

Item E.3.



HAMPTON INN

CEDAR FALLS, IA



Base4

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03

OF 11



**Community Main Street  
DESIGN COMMITTEE MEETING MINUTES  
September 15, 2017**

IN ATTENDANCE: Dave Schachterle, Julie Shimek, Tom Nagle, Mary Taylor, Karen Smith, Audrey Dodd, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheridge, Iris Lehmann, Sally Timmer, Dan Lynch, Shellie Murphy, Scott Kane, Larry Wessels, Carol Lilly, Meridith Main

1. Design Review
  - a. First National Bank
    - i. A new video board will be installed upon the existing base. There will be a rebuild o the upper cabinet to fit the logo. There will be angled toppers so that it will match the building. It will be around 15ft tall, similar to the height of Farmers State Bank's sign across the street.
    - ii. It will have the brand standard colors, with their newly approved logo.
    - iii. The new video sign was accepted.
  - b. New Hotel- Hampton Inn
    - i. This was a first initial design submittal- a very preliminary glance at their ideas.
    - ii. There is a possible issue with a curbside drop off on First Street. Along with the main entrance/exit onto first street as well.
    - iii. It is great that they have a door leading out onto Main Street.
    - iv. They are short parking spaces for their ratio to rooms. They could possibly take off a floor to then have extra parking. It would also be less overbearing on the downtown. The Little Red Schoolhouse would lose their parking and drop off sites for kids.
    - v. Is this plan functional with the possible river activities that may arise? It would be beneficial to their business for trail access and bike storage.
    - vi. The west elevation is a visible one, it could use more detail with the corner accentuated possibly to lessen the stucco. Note the stucco considerations in the New Construction Guidelines.
    - vii. Would the landscaping be consistent with the district and the master streetscape plans?
2. Fall Clean Up- One bag Challenge
  - a. This was a suggestion from staff to committee. We would only have a budget for the bags.
  - b. A lot of ideas were discussed on how to coordinate this.
  - c. The committee decided on the week of October 15<sup>th</sup>. There will be more details to come when we talk to the city about pick up.
3. Banner Contest- need to get their meeting set.
4. Updates
  - a. Historic District
    - i. It is at the National level so we will hear mid-late winter.
    - ii. We need to contact someone to find out about the brown signs.
    - iii. We are still waiting to hear back from the Wild District Grant.
    - iv. The Historic Preservation Commission has a new member.
  - b. Design Guidelines
    - i. The New Construction Guidelines are on their final proof. They will then go on the website and into your binders.
    - ii. The committee now has Design binders, which will remain in the CMS office. It has checklists, design guidelines, and then the new construction guidelines as well for reference during the meetings.
5. One Sheet
  - a. November 14-15 is Deck the Falls. We will prep at 9am and then start at 10am.
  - b. Design meetings will be moved to Mill Race for a larger space.

## Item E.3.

**From:** Carol Lilly [<mailto:cmsdirector@cfu.net>]  
**Sent:** Saturday, September 16, 2017 7:06 PM  
**To:** Om Patel  
**Cc:** Planning; David Sturch  
**Subject:** Re: Downtown Cedar Falls Hotel Project

Mr. Patel,

Community Main Street has been working on improving the downtown business climate for over 30 years and our stakeholders are very excited at the prospect of another hotel in the district!

It was a pleasure visiting with you the other day. Thank you for providing a draft of the building plans. Our Design Committee took a look at them during their meeting on Friday and they look forward to viewing more as the plans unfold. Following is feedback based on their discussion. Many of the items have probably been discussed with city staff, but I wanted to include all questions/committee feedback in my report back to you.

- Is the drop off on 1st Street allowed (state highway)?
- Does the plan use the existing entrance off 1st Street? How does it align with Washington Street?
- It appears to be close to meeting parking requirements, but not quite there.
- The change will affect access to the Little Red School House. Has the Historical Society been contacted so they are aware other arrangements may need to be made? In the past, shared parking has been provided to them.
- The plan doesn't appear to engage the Cedar River as much as we had hoped. We believe you would benefit greatly taking the water trails and proposed white water park into consideration.
- The trail system brings many users to the community, particularly biking enthusiasts. If the biking community is one of your target markets, you may want to consider an indoor bike storage option.
- The master streetscape plan adopted by CMS and the city should be reflected in the sidewalk and landscape plans. I'm sure the city will provide more detail.
- There is a lot of one material (3) used, particularly on the west and the north elevations. More brick would be preferred. Also a more pronounced, decorative cornice would fit into the built environment better. Could the corners be accentuated with a different material?
- Signage isn't reflected in the plan.

All of the benefits our accredited main street program affiliation brings to Cedar Falls are available to you by your selection of the downtown location. I look forward to working with you and your management team for years to come.

Thank you for recognizing the opportunity our downtown Cedar Falls location offers your company. We appreciate your investment! Please don't hesitate to contact me with any questions you may have.

Kind regards,  
Carol

Carol Lilly  
Executive Director, Community Main Street  
206 Main Street, Suite B  
Cedar Falls, IA 50613  
(O)319-277-0213  
(C)319-429-0468

**From:** Gary Froyen <[flashcube@cfu.net](mailto:flashcube@cfu.net)>  
**Subject:** Hampton Inn  
**Date:** January 3, 2018 at 8:40:44 PM CST  
**To:** Rob Green <[robgreeniowa@gmail.com](mailto:robgreeniowa@gmail.com)>, Mark Miller <[markm@cfu.net](mailto:markm@cfu.net)>

OK Fellas.....I'll tone down from my previous "rant" on the proposed Hampton Inn @ 1st and Main. Still....I have issues, but I also have a compromise idea too.

That is a PRIME area, right? It's also contiguous to Historical Main St. A development should be complimentary. I suggest this project be "scaled back". 3 story building set back to about where the Broom Factory was, and about 60 rooms. Some architect could come up a great design with materials; at least in appearance, that would compliment the Theatre.

P&Z will probably approve. Maybe some changes, but will be approved since all the ordinances will be met. Even if everything is "cool", is the Hampton Inn what we want on that property? What if the answer was NO? Is noone else going to have an interest in that spot? Something more "appealing"? I don't think so. Cedar Falls is a hot-bed. Developers want a piece. Don't think we have to jump at the first option that comes along.

Maybe this email should be shared with all council members and the mayor. Don't want this to be considered priveleged information. :-) Feel free to share.

Regards,

G. Froyen

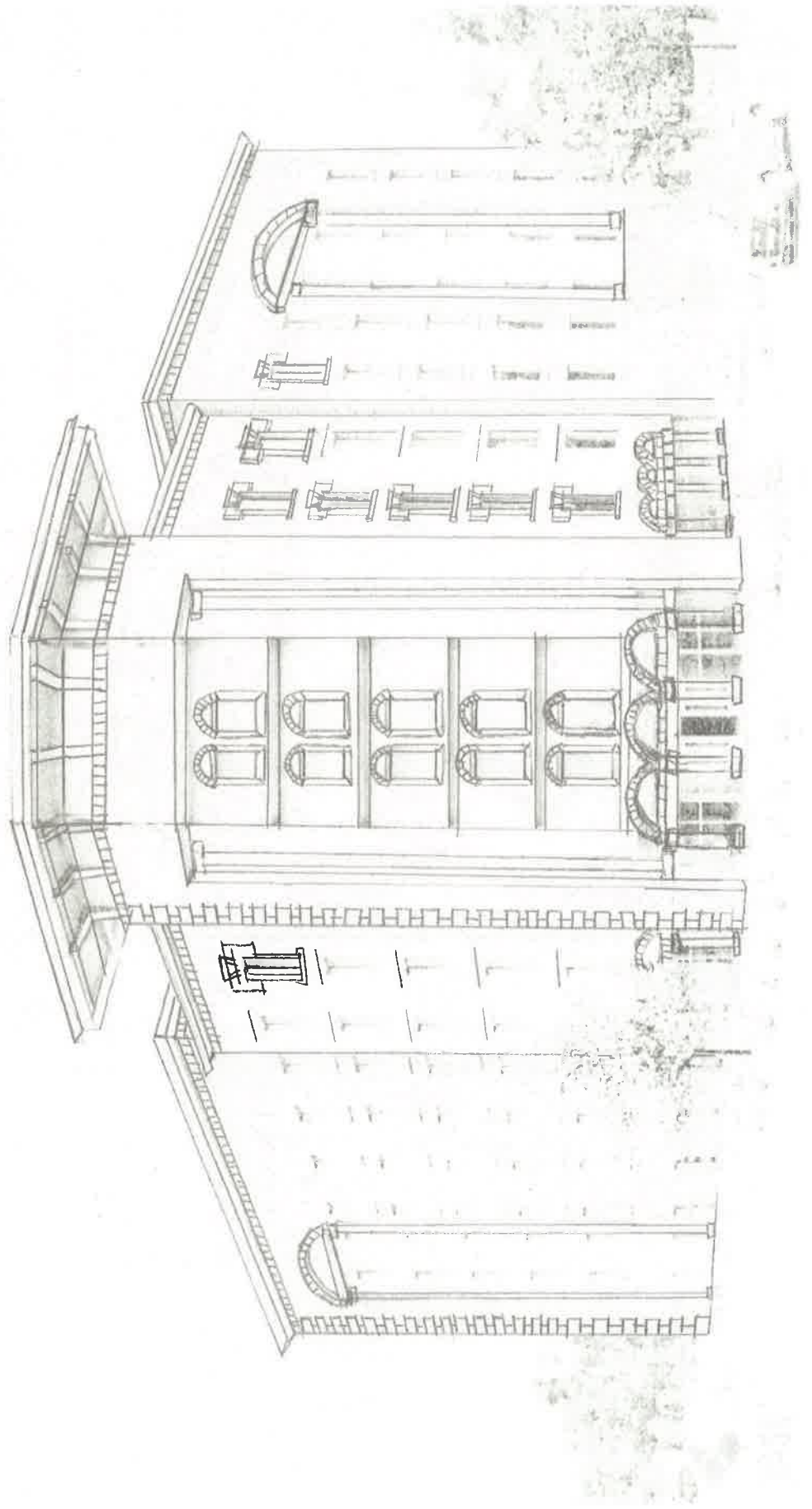
# Item E.3.

**POSSIBLE DESIGN CHANGES TO HELP THE PROPOSED CEDAR FALLS HOTEL TO FIT INTO THE OVERALL HISTORICAL BALANCE THAT IS PRESENT IN DOWNTOWN CEDAR FALLS. ADDITIONS SUCH AS:**

Decorative pediments and brickwork above doors or windows, the use of arches above window and the entrance areas, cornerstone embellishments, use of columns throughout, dental molding and an additional layer of fascia along rooflines. Also the exchange of angular lines rather than more futuristic curved lines. The building would also all be red brick to match downtown building with possible lighter colored brick for pediments, cornerstone embellishments, and dental molding.

**SEE ATTACHED PAGES SHOWING A COMPARISON OF THE PROPOSED DESIGN TO "STILLS" FROM THE 1960s TV SHOW THE "JETSONS". ALSO PAGES SHOWING THE EXISTING BUILDINGS WE NOW HAVE IN DOWNTOWN CEDAR FALLS.**

Steve Wikert, 110 W. 16<sup>th</sup> St. Cedar Falls, Iowa 50613 319-277-6390



# DOWNTOWN CEDAR FALLS HOTEL DESIGN COMPARED TO JETSON CARTOONS FROM THE 1960's



**Item E.3.**

**CURRENT DOWNTOWN CEDAR FALLS BUILDING FACADES DESIGNED FROM THE 1880s TO THE  
TURN OF THE 20<sup>TH</sup> CENTURY**



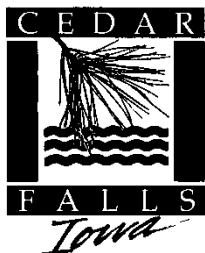
**CEDAR FALLS RAILROAD DEPOT**



**Item E.3.**







**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:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** March 14, 2018  
**SUBJECT:** Hampton Inn Utility Easement Vacation Request

---

**REQUEST:** Utility Easement Vacation  
**PETITIONER:** Hawkeye Hotels, Om Patel – contract buyer; VJ Engineering  
**LOCATION:** Northwest Corner of Main Street and W. 1<sup>st</sup> Street

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**PROPOSAL**

The Hampton Inn hotel site plan located at the northwest corner of Main Street and W. 1<sup>st</sup> Street includes the vacation of a 15-foot wide utility easement running through the middle of the property.

**BACKGROUND**

Hawkeye Hotels is proposing the construction of a new Hampton Inn hotel on the site of the existing Cedar Falls Chamber building at 10 Main Street. The site plan and easement vacation for this project was reviewed by the Planning and Zoning Commission on February 28, 2018 and recommended for approval by the City Council.

**TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities personnel has no concerns with the proposed easement vacation. All CFU services are located along W. 1<sup>st</sup> Street. Mediacom is the only utility occupying this easement and they have plans to relocate their lines in conjunction with the construction of the proposed hotel.

**PLANNING & ZONING COMMISSION**

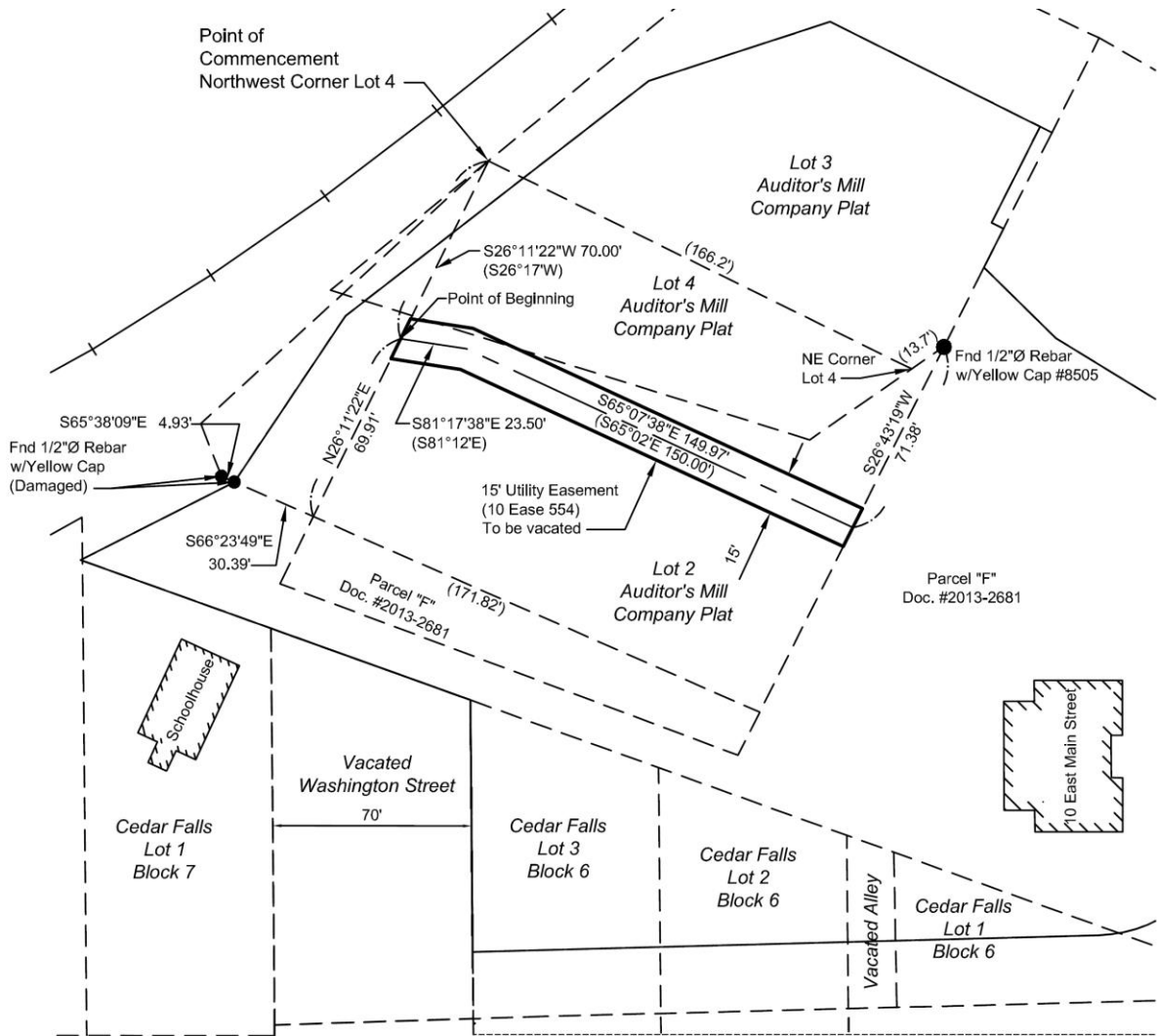
Discussion/Vote 2/14/18 and 2/28/18 Vice Chair Holst introduced the item and Mr. Sturch provided background information. He explained the need to vacate the existing utility easement for the construction of the new hotel.

There were no comments on this item. The Commission approved the easement vacation request.

# Item E.4.

## STAFF RECOMMENDATION

The Department of Community Development recommends approval of the utility easement vacation for the Hampton Inn project.



# Easement Vacation

Part of Lot 2 & Lot 4  
Auditor's Mill Company Plat  
Cedar Falls, Iowa

# Item E.4.

### Index Legend

Description: Lot 2 & Lot 4, Auditor's Mill Company Plat  
 Surveyor: Matthew Kofta, PLS 22561  
 Company: VJ Engineering  
 1501 Technology Parkway, Suite 100  
 Cedar Falls, IA 50613  
 319-266-5829  
 Proprietor: Western Home Independent Living Services, Inc.  
 Vacation Requested by: Hawkeye Hotels

Reserved for County Recorder's Use

### Easement Description (10 Ease 554):

That part of Lot 2 and Lot 4 in Auditor's Mill Company Plat in Cedar Falls, Iowa, described as follows:

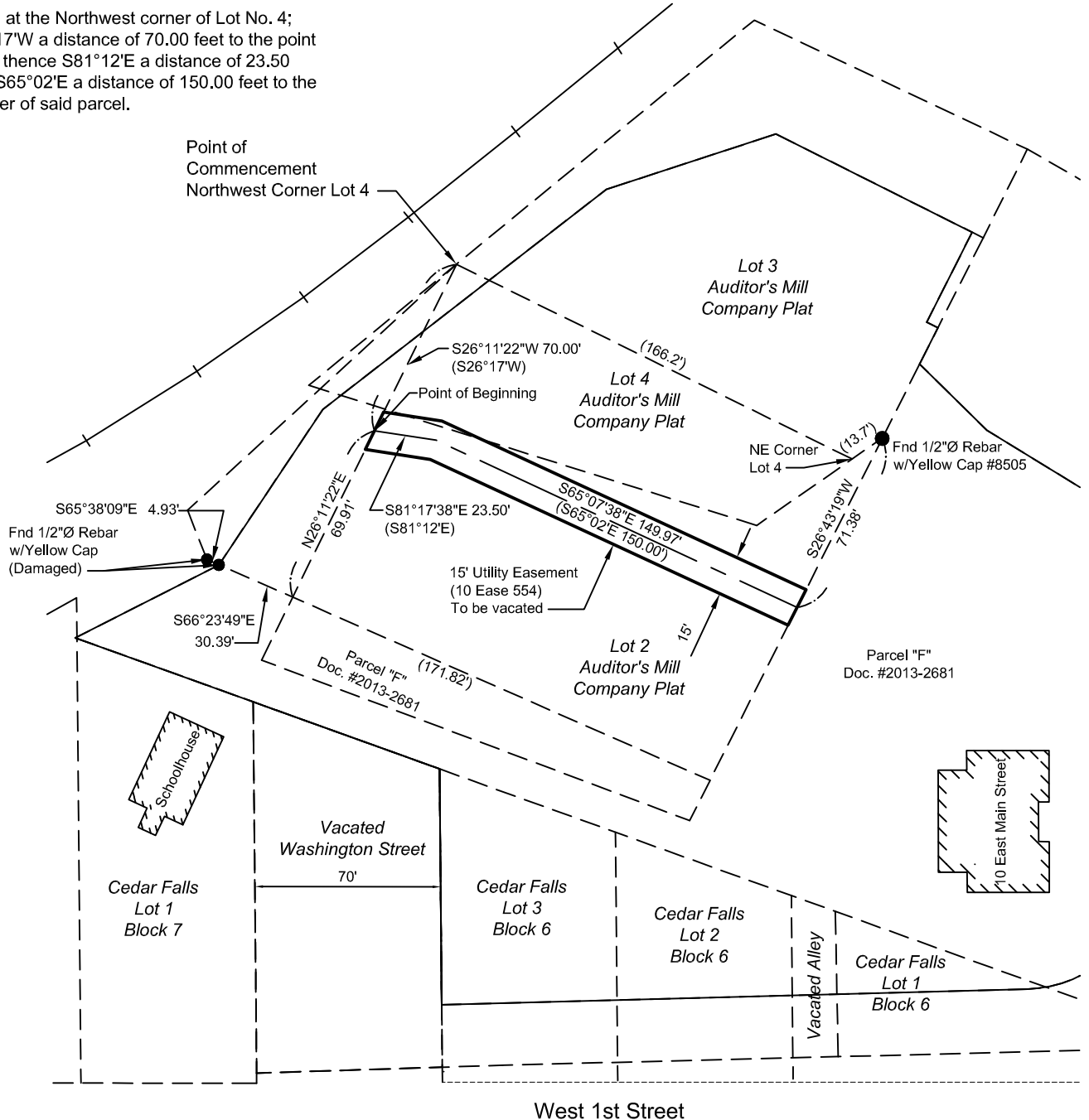
A fifteen (15) foot wide easement of which the centerline is described as follows:

Commencing at the Northwest corner of Lot No. 4; thence S26°17'W a distance of 70.00 feet to the point of beginning; thence S81°12'E a distance of 23.50 feet; thence S65°02'E a distance of 150.00 feet to the easterly border of said parcel.

This Easement Vacation has been reviewed by the City of Cedar Falls, Iowa.

Signature of City of Cedar Falls  
Ordinance Administrator

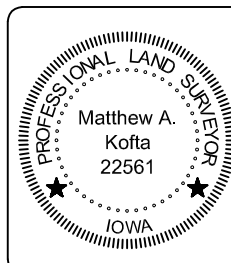
Date



### 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

NORTH



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.

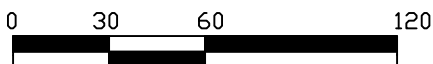
Matthew A. Kofta, P.L.S.

Date

License number 22561

My license renewal date is December 31, 2018

Pages or sheets covered by this seal: \_\_\_\_\_



168060



VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-2-101-9

15' Utility Easement Vacation  
Lot 2 & Lot 4  
Auditor's Mill Company Plat

Scale  
1"=60'  
drawn by  
MAK  
date  
2/1/18



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING VACATION OF A UTILITY  
EASEMENT ON LOT 2 AND LOT 4 IN AUDITOR’S MILL COMPANY PLAT, CEDAR  
FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning  
Commission to vacate a utility easement within Lot 2 and Lot 4 in Auditor’s Mill Company Plat  
in the City of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, the subject utility easement is presently not in use by the City of Cedar Falls  
or Cedar Falls Utilities and vacation of said easement would allow construction of a structure on  
said commercial lots, and therefore the Easement is of no public benefit, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF CEDAR FALLS, IOWA, that the 15-foot utility easement on Lot 2 and Lot 4 in Auditor’s  
Mill Company Plat is hereby vacated over, under and upon the property described as:

A FIFTEEN (15) FOOT WIDE EASEMENT OF WHICH THE CENTERLINE IS DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NO. 4; THENCE S26° 17’W A  
DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE S81° 12’E A  
DISTANCE OF 23.50 FEET; THENCE S65° 02’E A DISTANCE OF 150.00 FEET TO THE  
EASTERLY BORDER OF SAID PARCEL (Attached Exhibit)

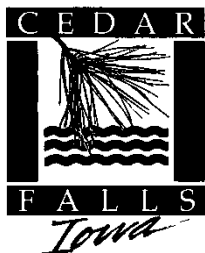
INTRODUCED AND ADOPTED this 19<sup>th</sup> day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk





**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:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** March 14, 2018  
**SUBJECT:** Developmental Procedures Agreement for Public Improvements

---

**REQUEST:** Approve Developmental Procedures Agreement – Hampton Inn Hotels

**PETITIONER:** Hawkeye Hotels, Inc.

**LOCATION:** Northwest Corner of Main Street and W. 1<sup>st</sup> Street

---

The Hampton Inn site in downtown Cedar Falls was recommended for approval by the Planning and Zoning Commission on February 28, 2018. The site plan includes a new six story hotel situated at the northwest corner of Main Street and W. 1<sup>st</sup> Street. The developer plans to start this project when the levee work is completed on this site and the old Chamber building is relocated to their new location at the east end of E. 4<sup>th</sup> Street. As part of the hotel's site plan, the driveway onto W. 1<sup>st</sup> Street will be relocated to the west in order to line up with the north end of Washington Street. Also included in this agreement is the maintenance of the recreational trail along the north side of the property.

Attached is a Developmental Procedures Agreement, for the purpose of outlining the procedures to be followed for the maintenance of the recreational trail and driveway for this site.

The City Attorney has reviewed this document and found it to be in order. The Department of Community Development recommends that the City Council approve and authorize the Mayor to execute the attached CBD Central Business District Overlay Zoning District Developmental Procedures Agreement between the City of Cedar Falls and Hawkeye Hotels, Inc.

## Item E.6.

CBD CENTRAL BUSINESS DISTRICT OVERLAY ZONING DISTRICT  
DEVELOPMENTAL PROCEDURES AGREEMENT  
FOR THE  
HAMPTON INN HOTEL SITE DEVELOPMENT PLAN  
NORTHWEST CORNER OF W. 1<sup>ST</sup> STREET AND MAIN STREET

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called "City" and Hawkeye Hotels Inc., hereinafter called "Developer", for the purpose of outlining procedure to be followed for the development of certain land located on East Main Street containing approximately 1.98 acres, owned by the Developer, which development is now the subject of Planning & Zoning Commission and City Council approval with the City, said land legally described as follows:

Parcel 1:

Lot 3, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa, except that part conveyed to City of Cedar Falls in Doc. #2016-14364.

Parcel 2:

All that part of Lot 2 and Lot 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows:

Commencing at the Northeast corner of Lot 4, thence North 55°30' East, 13.7 feet, to the point of beginning; thence South 55°30' West, to the Northeast corner of Lot 4, thence North 63°45' West, to the Northwest corner of Lot 4; thence South 26°17' West, 166.4 feet, to the South line of Lot 2; thence South 69°25' East, 172.5 feet, along the South line of Lot 2; thence North 26°17' East, to the point of beginning; EXCEPT THAT PART described as: Commencing at the Northeast corner of Lot 4, Auditor's Mill Company Plat; thence North 63°45' West, along the Northerly line of said Lot 4, 166.2 feet, to the Northwest corner of said Lot 4; thence South 26°17' West, along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet, to the point of beginning of the land to be described; thence continuing South 26°17' West, along the Westerly line of said tract, 26.4 feet, to a point on the Southerly line of said Lot 2, said point also being the Southwest corner of said tract; thence South 69°25' East, along said Southerly lot line, 172.5 feet, to the Southeast corner of said tract; thence North 26°17' East, along the Easterly line of said tract, 17.00 feet; thence North 66°17'46" West, 171.82 feet, to the point of beginning.

Parcel 3:

That part of Lots 2 and 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows: Commencing at the Northeast corner of said Lot 4; thence North 63°45' West, along the Northerly line of said Lot 4, 166.2 feet, to the point of beginning of the land to be described, said point also being the Northwest corner of said Lot 4; thence South 26°17' West, along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet; thence North 66°17'46" West, 35.00 feet; thence North 21°38'19" West, 20.26 feet; thence North 47°37'13" East, 137.42 feet, to the point of beginning; EXCEPT FROM ALL OF THE ABOVE Parcel "G" of Plat of Survey Doc. #2013-02682.

Parcel 4:

Parcel "F" of Plat of Survey Doc. #2013-02681 of part of Lot 2, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa and part of Lots 1, 2 and 3, Block 6, Original Plat of City of Cedar Falls, Black Hawk County, Iowa and that part of the alley in said Block 6, lying between Lots 1 and 2 of said Block 6.



Parcel 5:

Non-Exclusive Easement of the benefit of Parcels 1-4 as created by Perpetual Access Easement Agreement dated July 17, 2012 and recorded July 23, 2012 as Document No. 2013-01531 for ingress and egress over and across the land described as follows: All that part of vacated Washington Street lying North of the North line of West First Street, and Southerly of the Northerly line of Original Plat of the City of Cedar Falls between Blocks 6 and 7, Black Hawk County, Iowa.

WHEREAS, it is the desire of the City of Cedar Falls to ensure that said development proceeds in an orderly manner.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1. The Developer agrees to maintain the recreation trail that surrounds the property on the North, East, and South side of the property. Maintenance on these trails includes snow removal and keeping the trails clear of obstructions, except as necessary to perform repairs as called for in this Agreement. Any damage to these trail sections around the site during the construction of the proposed hotel, parking lot or other site improvements will be repaired and paid for by the Developer.
2. The Developer agrees to be responsible for the maintenance and repair of the recreational trail and approach onto East Main Street for an emergency exit route. This maintenance and repair requirement includes the trail and approach as well as the adjacent grade or grass next to the trail. The aforementioned trail that Developer agrees to maintain and repair connects the parking lot on site and runs east and connects to East Main Street. (See Exhibit A)
3. A Perpetual Access Easement Agreement (“Easement Agreement”) is on file with the Black Hawk County Recorder’s Office described in Doc. #2013 00001531. The Easement Agreement requires the Developer to maintain and repair the entrance drive that allows access to the property off of West First Street. Nothing in this Agreement is intended to alter, amend or revise such Easement Agreement, which shall remain in full force and effect according to its terms.
4. The Developer does not, by undertaking the duties and responsibilities herein, acquire any interest whatsoever in the trails, described paragraph 1 and 2 above, all of which shall remain public property.
5. This Agreement is subject to the conditions and approval of the Hampton Inn site plan.
6. The foregoing conditions shall be binding upon the Developer, its successors and assigns and shall apply to the above described real estate and shall run with the land.
7. This Agreement is made under the laws of the State of Iowa and is governed and construed in accordance with the laws of the State of Iowa.
8. If any part of this Agreement is for any reason held invalid, the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent allowed by law.

**Item E.6.**

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its \_\_\_\_\_, all on or as of the day first above written.

(Seal)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

HAWKEYE HOTELS, INC.

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

Title: \_\_\_\_\_

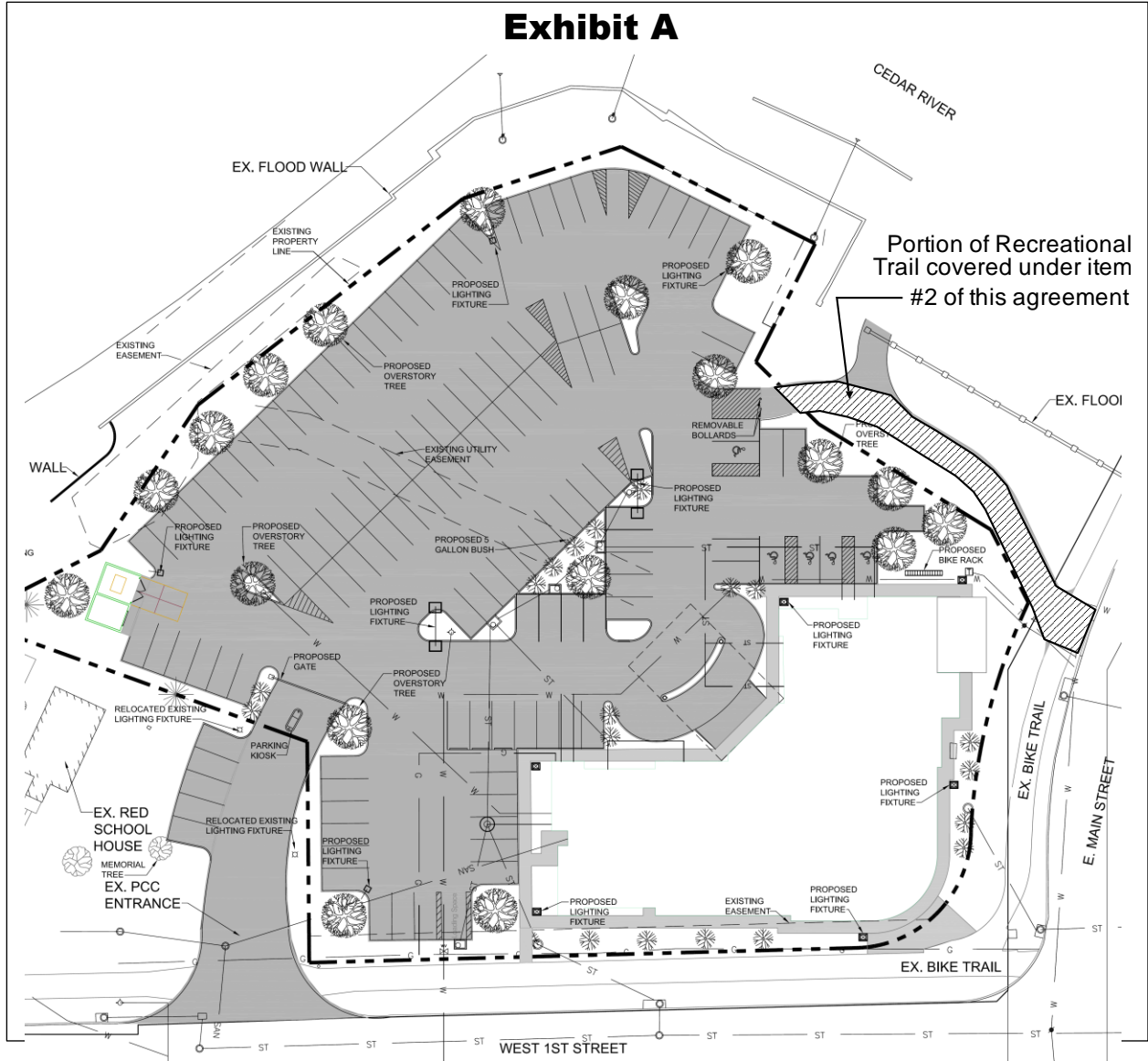
STATE OF IOWA )  
 ) SS

COUNTY OF BLACK HAWK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of, Hawkeye Hotels, Inc. and that said instrument was signed on behalf of said company; and that the said \_\_\_\_\_ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

### Exhibit A



Portion of Recreational Trail covered under item #2 of this agreement





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** March 15, 2018

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Hawkeye Hotels, Inc.  
Hampton Inn – Area 33/36

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Hawkeye Hotels, Inc., located at the northwest intersection of S. Main Street and W. 1<sup>st</sup> Street, and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E., City Engineer



Prepared by: VJ Engineering, 1501 Technology Parkway, Ste. 100, Cedar Falls, IA 50613 (319)266-5829

After recording Return to: Dan Arends, VJ Engineering, 1501 Technology Parkway, Ste. 100,  
Cedar Falls, IA 50613

**MAINTENANCE AND REPAIR AGREEMENT**

This Agreement is made and entered into by and between Hawkeye Hotels, Inc. and the City of Cedar Falls, Iowa (“City”);

WHEREAS, Hawkeye Hotels, Inc. desires to construct a Hampton Inn Hotel (Facility”), on \_\_\_\_\_, Cedar Falls, Black Hawk County, Iowa (collectively “Real Estate”) which will require approval of the City, and

WHEREAS, a Maintenance and Repair Agreement is required pursuant to Section 27.408 of the City’s code of Ordinances, and

WHEREAS, the parties desire to set forth the terms and provisions of said Agreement as required by said Ordinance.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

Hawkeye Hotels, Inc. will construct the Facility on the real estate legally described as follows:

Parcel 1:

Lot 3, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa, except that part conveyed to City of Cedar Falls in Doc. #2016-14364.

Parcel 2:

All that part of Lot 2 and Lot 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows:

Commencing at the Northeast corner of Lot 4, thence North 55°30' East, 13.7 feet, to the point of beginning; thence South 55°30' West, to the Northeast corner of Lot 4, thence North 63°45' West, to the Northwest corner of Lot 4; thence South 26°17' West, 166.4 feet, to the South line of Lot 2; thence South 69°25' East, 172.5 feet, along the South line of Lot 2; thence North 26°17' East, to the point of beginning; EXCEPT THAT PART described as: Commencing at the Northeast corner of Lot 4, Auditor's Mill Company Plat; thence North 63°45' West, along the Northerly line of said Lot 4, 166.2 feet, to the Northwest corner of said Lot 4; thence South 26°17' West, along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet, to the point of beginning of the land to be described; thence continuing South 26°17' West, along the Westerly line of said tract, 26.4 feet, to a point on the Southerly line of said Lot 2, said point also being the Southwest corner of said tract; thence South 69°25' East, along said Southerly lot line, 172.5 feet, to the Southeast corner of said tract; thence North 26°17' East, along the Easterly line of said tract, 17.00 feet; thence North 66°17'46" West, 171.82 feet, to the point of beginning.

Parcel 3:

That part of Lots 2 and 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa, described as follows: Commencing at the Northeast corner of said Lot 4; thence North 63°45' West, along the Northerly line of said Lot 4, 166.2 feet, to the point of beginning of the land to be described, said point also being the Northwest corner of said Lot 4; thence South 26°17' West,

## Item E.7.

along the Westerly line of a tract of land recorded in 604 CLD 945 in the Office of the Black Hawk County Recorder, 140.00 feet; thence North 66°17'46" West, 35.00 feet; thence North 21°38'19" West, 20.26 feet; thence North 47°37'13" East, 137.42 feet, to the point of beginning; EXCEPT FROM ALL OF THE ABOVE Parcel "G" of Plat of Survey Doc. #2013-02682.

Parcel 4:

Parcel "F" of Plat of Survey Doc. #2013-02681 of part of Lot 2, Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa and part of Lots 1, 2 and 3, Block 6, Original Plat of City of Cedar Falls, Black Hawk County, Iowa and that part of the alley in said Block 6, lying between Lots 1 and 2 of said Block 6.

Parcel 5:

Non-Exclusive Easement of the benefit of Parcels 1-4 as created by Perpetual Access Easement Agreement dated July 17, 2012 and recorded July 23, 2012 as Document No. 2013-01531 for ingress and egress over and across the land described as follows: All that part of vacated Washington Street lying North of the North line of West First Street, and Southerly of the Northerly line of Original Plat of the City of Cedar Falls between Blocks 6 and 7, Black Hawk County, Iowa.

1. Attached hereto as Exhibit A is the Stormwater Operation and Maintenance Plan for this project.
2. Attached hereto as Exhibit B is the Maintenance Schedule for the Facility.
3. The City shall have a permanent access easement on Real Estate for purposes of inspection of the Facility.
4. Hawkeye Hotels, Inc. shall be responsible for the installation, operation, maintenance, repair, and reconstruction of the Facility, and shall make records of the installation of the Facility, and all maintenance of and repairs to the Facility, and shall retain said records for at least twenty-five years or until the Facility has been reconstructed, in which case the records of the Facility as reconstructed, operated, maintained and repaired, shall be maintained. These records shall be made available to the City during and City inspection, and shall be submitted to the City at other reasonable times upon request.
5. Hawkeye Hotels, Inc. or other responsible party fails or refuses to meet any installation, maintenance, or repair requirements, and if the Facility is not a danger to public safety or public health, the City shall provide Hawkeye Hotels, Inc. or other responsible party with reasonable notice to correct the violation in a timely manner.
6. In the event that the Facility becomes a danger to public safety or public health, the City shall notify Hawkeye Hotels, Inc. or other responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as the City, in its discretion, reasonably determines that the circumstances may require to maintain and/or repair the Facility. If the violations or non-compliance have not been corrected by Hawkeye Hotels, Inc. or other responsible party in a timely manner, the City may assess, jointly and severally, Hawkeye Hotels, Inc. or other responsible parties for the cost of repair work and any penalties, and the cost of the work shall be a lien on the Facility, including the Real Estate, which is the land upon which the Facility is constructed, or shall be assessed to the Benefited Property or properties, as legally described in this Agreement, as a lien to be collected in the same manner as property taxes.



- 7. Attached hereto as Exhibit C are forms to be utilized with regard to inspection/maintenance of the Facility.
- 8. In consideration of approval by the City of the foregoing agreement and attached Exhibits, Hawkeye Hotels, Inc. accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this agreement.

Hawkeye Hotels, Inc.

BEP  
 By: \_\_\_\_\_

STATE OF IOWA )  
 ) ss  
 COUNTY OF Johnson )  
~~BLACK HAWK~~ )

This record was acknowledged before me on this 14, day of March, 2018 by Balvantbhai Patel, as Member of Hawkeye Hotels, Inc.

Lindsey Broome  
 Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

\_\_\_\_\_  
 By: James P. Brown, Mayor

STATE OF IOWA )  
 ) ss  
 COUNTY OF BLACK HAWK )

This record was acknowledged before me on this \_\_\_\_\_, day of \_\_\_\_\_, 2018 by James P. Brown, Mayor of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

## **Item E.7.**

### **EXHIBIT A**

#### **Operation and Maintenance Plan**

The VortSentry HS filtering manhole structure (“structure”) shall be inspected quarterly.

The structure shall be cleaned when the sediment has accumulated to a depth of two feet in the treatment chamber.

Cleaning of the structure should be done during dry weather conditions when no flow is entering the system.

Cleaning of the structure should be accomplished with a vacuum truck by removing the manhole cover and inserting the vacuum hose into the sump.

Disposal of all material removed from the structure shall be done in accordance with local regulations.

Install and operate the system in accordance with all applicable manufacturer performance and maintenance recommendations.

**EXHIBIT B**

The VortSentry HS filtering manhole structure (“structure”) shall be inspected quarterly.

The VortSentry HS filtering manhole structure (“structure”) shall be installed and operated in accordance with all applicable manufacturer performance and maintenance recommendations.

**Item E.7.**

**EXHIBIT C**

**Stormwater Management Inspection/Maintenance Form**  
**To be kept on site**

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

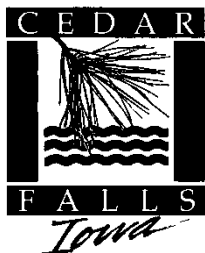
**OWNER/LEGAL ENTITY:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**INITIAL DATE OF OPERATION:** \_\_\_\_\_

<b>DATE</b>	<b>ITEM INSPECTED</b>	<b>INSPECTOR (Please Print)</b>	<b>OBSERVATIONS &amp; REMARKS</b>



**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:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** March 14, 2018  
**SUBJECT:** Easement Vacation and Dedication Request

---

**REQUEST:** Easement Vacation and Dedication

**PETITIONER:** Fareway Grocery Store

**LOCATION:** Lots 32 and 33 Pinnacle Prairie Business Center North

---

**PROPOSAL**

This property is located on Lots 32 and part of 33 of the Pinnacle Prairie Business Center North development, which is at the southeast corner of the intersection of S. Main Street and Greenhill Road. This item includes the vacation of a utility easement between Lots 32 and 33. The proposal also includes the dedication of an 8-foot wide utility easement in Lot 33.

**BACKGROUND**

Fareway Grocery stores submitted a site plan for the development of Lots 32 and 33 in Pinnacle Prairie Business Center North. Fareway will occupy all of Lot 32 and the west half of Lot 33. The existing utility easements along the interior lot lines need to be vacated and new utility easements will be dedicated on the new lot line. The site plan and easements for the Fareway store was reviewed by the Planning and Zoning Commission on January 10, 2018 and recommended for approval by the City Council.

**TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities personnel have no concerns with the proposed easement vacation. All CFU services are located in the Bluebell Street right of way. There are no utilities (CFU, Mediacom, Century Link, INS) that occupy the easements to be vacated.

**PLANNING & ZONING COMMISSION**

Discussion/Vote 1/10/18 Vice Chair Holst introduced the item and Mr. Sturch provided background information. He explained the need to vacate the existing utility easement for the construction of the new grocery store and the dedication of a new utility

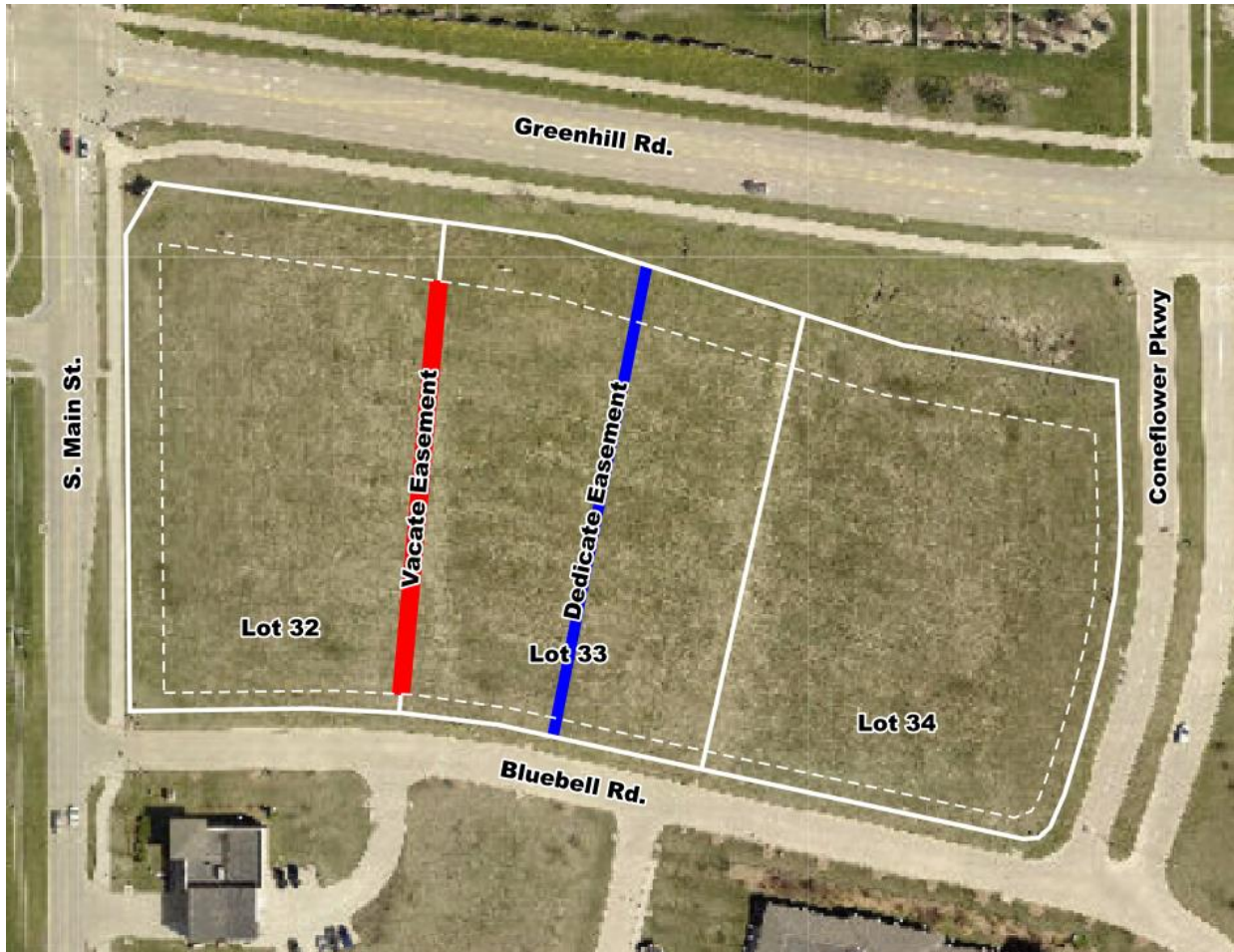
## Item E.8.

easement on the relocated lot line. This item was discussed at the previous Planning and Zoning meeting on December 27, 2017.

There were no comments on the proposed utility easement and vacation request. The Commission approved the easement vacation and dedication request.

### STAFF RECOMMENDATION

The Department of Community Development recommends approval of the easement vacation and dedication for the proposed Fareway grocery store.



# PLAT OF SURVEY PARCEL 'AT'

PART OF LOTS 32 AND 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH,  
CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA

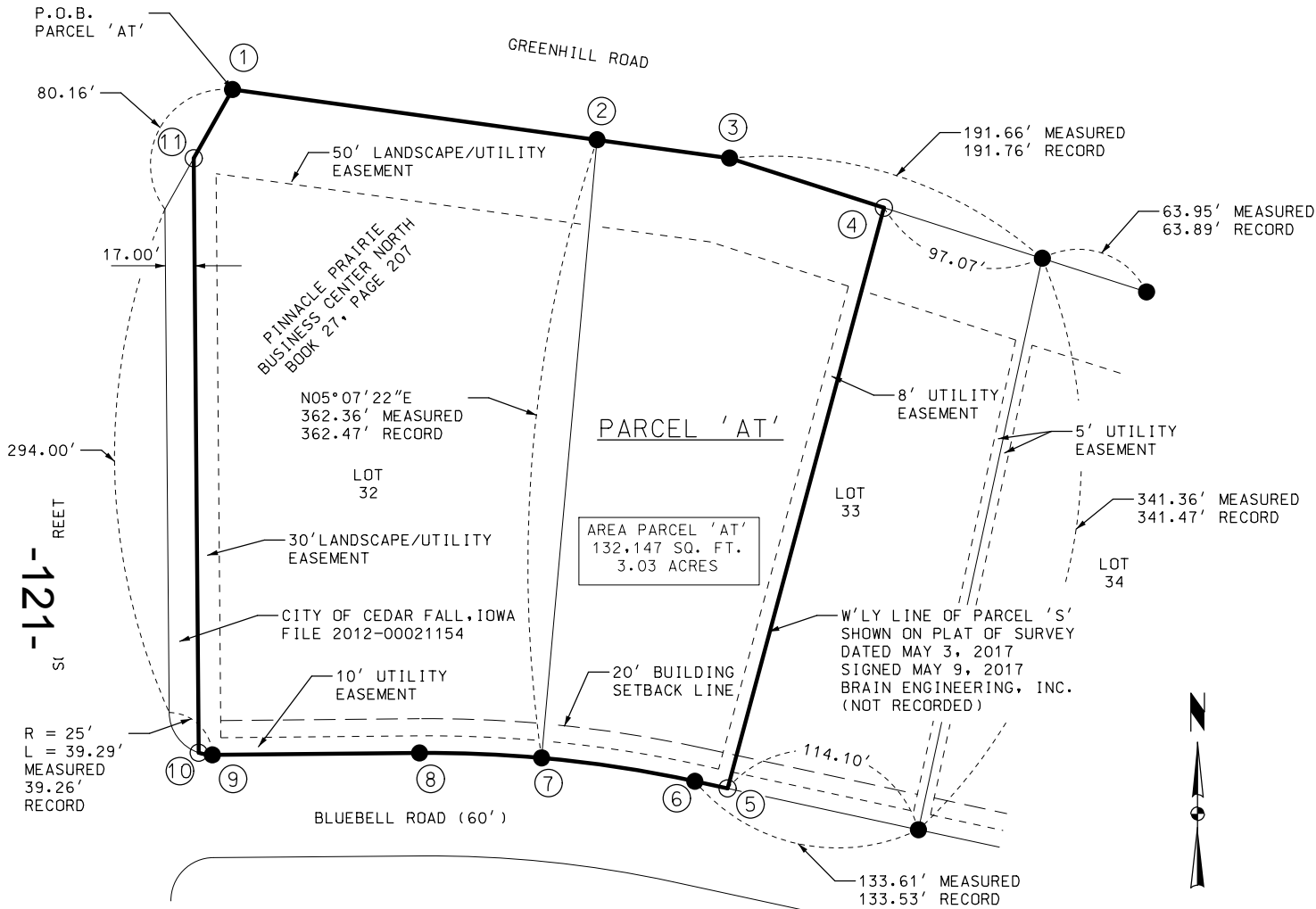
COUNTY PARCEL LETTER 'AT'  
ASSIGNED BY THE BLACK  
HAWK COUNTY AUDITOR'S  
OFFICE JULY 28, 2017

**DESCRIPTION: PARCEL 'AT'**

A PARCEL OF LAND SITUATED IN PARTS OF LOT 32 AND LOT 33, IN PINNACLE PRAIRIE BUSINESS CENTER NORTH, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 32; THENCE SOUTH 82° (DEGREES) 07' (MINUTES) 44" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTHERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF GREENHILL ROAD, 214.88 FEET (214.90 FEET RECORD) TO THE NORTHWESTERLY CORNER OF SAID LOT 33; THENCE SOUTH 82°07'44" EAST ON THE NORTHERLY LINE OF SAID LOT 33 ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF GREENHILL ROAD, 78.22 FEET (78.20 FEET RECORD); THENCE SOUTH 72°13'28" EAST ON THE NORTHERLY LINE OF SAID LOT 33 ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF GREENHILL ROAD, 94.59 FEET TO THE WESTERLY LINE OF PARCEL 'S' THAT IS SHOWN ON A PLAT OF SURVEY COMPLETED BY BRIAN ENGINEERING, INC. AND DATED MAY 3, 2017 AND SIGNED MAY 9, 2017 (NOT RECORDED); THENCE SOUTH 15°04'29" WEST ON SAID WESTERLY LINE, 351.22 FEET (351.28 FEET RECORD) TO THE SOUTHERLY LINE OF SAID LOT 33 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD; THENCE NORTH 77°47'33" WEST ON THE SOUTHERLY LINE OF SAID LOT 33 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD, 19.51 FEET (19.47 FEET RECORD); THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOT 33 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD, BEING A 730.00-FOOT RADIUS CURVE CONCAVE SOUTHERLY AND HAVING A 90.93-FOOT LONG CHORD BEARING NORTH 81°19'30 WEST, 90.59 FEET (ARC LENGTH) TO THE SOUTHEASTERLY CORNER OF SAID LOT 32; THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD, BEING A 730.00-FOOT RADIUS CURVE CONCAVE SOUTHERLY AND HAVING A 71.35-FOOT (71.36 FEET RECORD) LONG CHORD BEARING NORTH 87°40'52" WEST, 71.38 FEET (71.39 FEET RECORD) (ARC LENGTH); THENCE SOUTH 89°28'29" WEST ON THE SOUTHERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD, 120.93 FEET (120.91 FEET RECORD); THENCE NORTHWESTERLY ON THE SOUTHERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF BLUEBELL ROAD, BEING A 25.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 8.13-FOOT LONG CHORD BEARING NORTH 81°10'10" WEST, 8.16 FEET (ARC LENGTH) TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN FILE 2012-00021154 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER; THENCE NORTH 00°28'35" WEST ON SAID EASTERLY LINE, 347.23 FEET (347.24 FEET RECORD) TO THE NORTHWESTERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF SOUTH MAIN STREET; THENCE NORTH 29°26'06" EAST ON THE NORTHWESTERLY LINE OF SAID LOT 32 ALSO BEING THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, 46.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 132,147 SQUARE FEET OR 3.03 ACRES.



**Index Legend**

Location: Lot 32 and 33, Pinnacle Prairie Business Center North, Cedar Falls, Iowa  
 Requestor: Lockard Companies  
 Proprietor: Greenhill Estates, Inc.  
 Surveyor: Michael R. Fagle  
 Return To: Mike Fagle, AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703

PLAT HAS BEEN REVISED TO SHOW EXISTING 5' UTILITY EASEMENTS TO BE VACATED AND A NEW 8' UTILITY EASEMENT ON THE EASTERLY SIDE OF PARCEL 'AT'

**BEARING / DISTANCE ACQUISITION PARCEL 'AT'**

1 TO 2	S 82 ° 07 ' 44 " E	214.88 ' 214.90 ' RECORD	7 TO 8	R = 730.00' L = 71.38 ' 71.39 ' RECORD
2 TO 3	S 82 ° 07 ' 44 " E	78.22 ' 78.20 ' RECORD		LC = N 87°40'52" W 71.35 ' 71.36 ' RECORD
3 TO 4	S 72 ° 13 ' 28 " E	94.59 ' 94.59 ' RECORD	8 TO 9	S 89 ° 28 ' 29 " W 120.93 ' 120.91 ' RECORD
4 TO 5	S 15 ° 04 ' 29 " W	351.22 ' 351.28 ' RECORD	9 TO 10	R = 25.00' L = 8.16 ' 8.13 ' RECORD
5 TO 6	N 77 ° 47 ' 33 " W	19.51 ' 19.47 ' RECORD		LC = N 81°10'10" W
6 TO 7	R = 730.00' L = 90.59 ' 90.59 ' RECORD		10 TO 11	N 00 ° 28 ' 35 " W 347.23 ' 347.24 ' RECORD
	LC = N 81°19'30" W 90.53 ' 90.53 ' RECORD		11 TO 1	N 29 ° 26 ' 06 " E 46.07 ' 46.07 ' RECORD

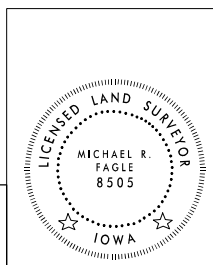


- = FOUND 1/2" REBAR YELLOW CAP NO. 8505
- = SET 1/2" REBAR YELLOW CAP NO. 8505

THIS PLAT OF SURVEY HAS BEEN APPROVED BY THE CITY OF CEDAR FALLS, IOWA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



I hereby certify that this Land Surveying document was prepared 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.

MICHAEL R. FAGLE \_\_\_\_\_ Date  
 License number 8505  
 My license renewal date is December 31, 2018  
 Pages or sheets covered by this seal:  
 THIS SHEET \_\_\_\_\_

**Item E.8.**

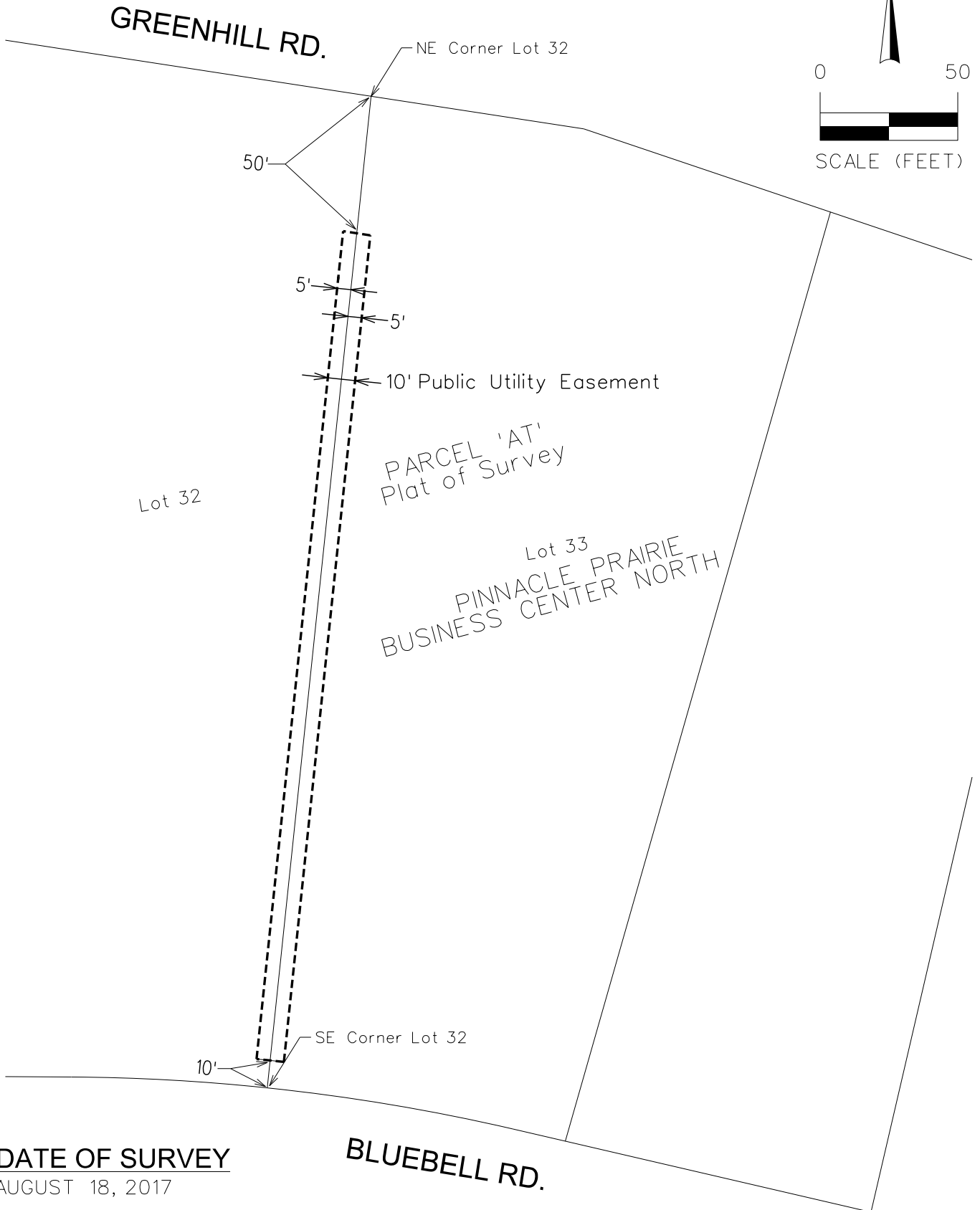
PREPARED BY: MICHAEL R. FAGLE P.L.S. 8505 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA 50703 1-319-232-56531

# Item E.8.

## EASEMENT VACATION PLAT - EXHIBIT A

### PUBLIC UTILITY EASEMENT VACATION DESCRIPTION

THE EAST 5.00 FEET, EXCEPT THE NORTH 50.00 FEET AND THE SOUTH 10.00 FEET OF LOT 32 AND THE WEST 5.00 FEET, EXCEPT THE NORTH 50.00 FEET AND THE SOUTH 10.00 FEET OF LOT 33, PINNACLE BUSINESS CENTER NORTH ALL BEING A PART OF PARCEL 'AT' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE BLACK HAWK COUNTY RECORDER'S OFFICE AND BEING IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.



**DATE OF SURVEY**

AUGUST 18, 2017

**OWNER**

FAREWAY  
715 8th ST.  
BOONE, IOWA 50036

**FAREWAY**

**PUBLIC UTILITY VACATION EASEMENT**

SHEET 1 OF 1

PN: 1170829

FLD BK: 834A PG: 34

DATE: 12/11/17

PM/TECH: EDG/STP



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020



**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 ERIN D. GRIFFIN  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 egriffin@snyder-associates.com  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 PARCEL 'AT'  
 PT. OF LOT 33  
 PINNACLE PRAIRIE BUSINESS CENTER NORTH  
 REQUESTED BY:  
 FAREWAY

**EXHIBIT "B"  
 EASEMENT PLAT**

**PUBLIC UTILITY EASEMENT DESCRIPTION**

THE EAST 8.00 FEET OF PARCEL 'AT', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE BLACK HAWK COUNTY RECORDERS OFFICE, AND BEING A PART OF LOT 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

**DATE OF SURVEY**

AUGUST 18, 2017

**OWNER**

FAREWAY  
 715 8th ST.  
 BOONE, IOWA 50036

**LEGEND**

<u>Survey</u>	<u>Found</u>	<u>Set</u>
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	-----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	



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 Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS \_\_\_\_\_ Date \_\_\_\_\_

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:  
 Sheets 1 & 2 of 2

**FAREWAY**

**PUBLIC UTILITY EASEMENT**

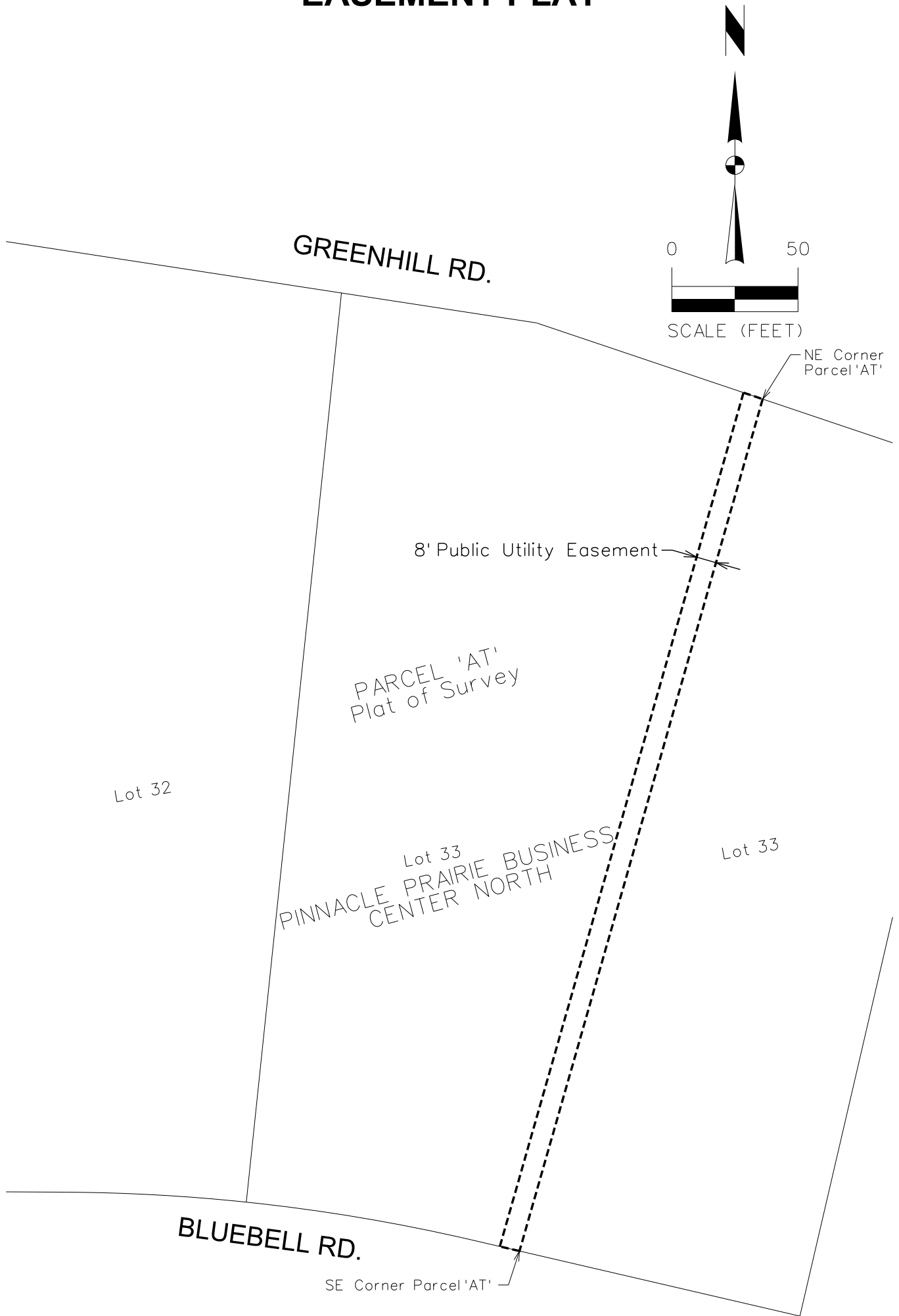


2727 S.W. SNYDER BLVD.  
 ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	1170829
FLD BK:	834A PG: 34
DATE:	12/11/17
PM/TECH:	EDG/STP

**Item E.8.**

**EXHIBIT "B"  
EASEMENT PLAT**



**FAREWAY**

**PUBLIC UTILITY EASEMENT**

SHEET 2 OF 2

PN: 1170829

FLD BK: 834A PG: 34

DATE: 12/11/17

PM/TECH: EDG/STP



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING VACATION AND DEDICATION OF  
UTILITY EASEMENTS ON LOTS 32 AND 33 PINNACLE PRAIRIE BUSINESS CENTER  
NORTH, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning Commission to vacate and dedicate utility easements within Lots 32 and 33 Pinnacle Prairie Business Center North in the City of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, the subject utility easement is presently not in use by the City of Cedar Falls or Cedar Falls Utilities and vacation of said easements would allow construction of a structure on said commercial lots, and therefore the Easement is of no public benefit, and

WHEREAS, the dedication of said easement will provide the necessary utilities for the development of the commercial lots.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the 10-foot utility easement on Lots 32 and 33 Pinnacle Prairie Business Center North is hereby vacated over, under and upon the property described as:

VACATE A 10-FOOT WIDE UTILITY EASEMENT IN LOTS 32 AND 33 PINNACLE PRAIRIE BUSINESS CENTER NORTH RECORDED IN BOOK 27 PAGE 207, BLACK HAWK COUNTY RECORDER'S OFFICE, BLACK HAWK COUNTY, IOWA, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

THE EAST 5 FEET, EXCEPT THE NORTH 50 FEET AND THE SOUTH 10 FEET OF LOT 32 AND THE WEST 5 FEET, EXCEPT THE NORTH 50 FEET AND THE SOUTH 10 FEET OF LOT 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH (Attached Exhibit A)

## Item E.8.

And dedicate an 8-foot utility easement over, under and upon the property described as:

DEDICATE AN 8-FOOT WIDE UTILITY EASEMENT IN LOT 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH RECORDED IN BOOK 27 PAGE 207, BLACK HAWK COUNTY RECORDER'S OFFICE, BLACK HAWK COUNTY, IOWA, IS DESCRIBED AS FOLLOWS:

THE EAST 8 FEET OF PARCEL "AT" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE BLACK HAWK COUNTY RECORDERS OFFICE AND BEING A PART OF LOT 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA (Attached Exhibit B)

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

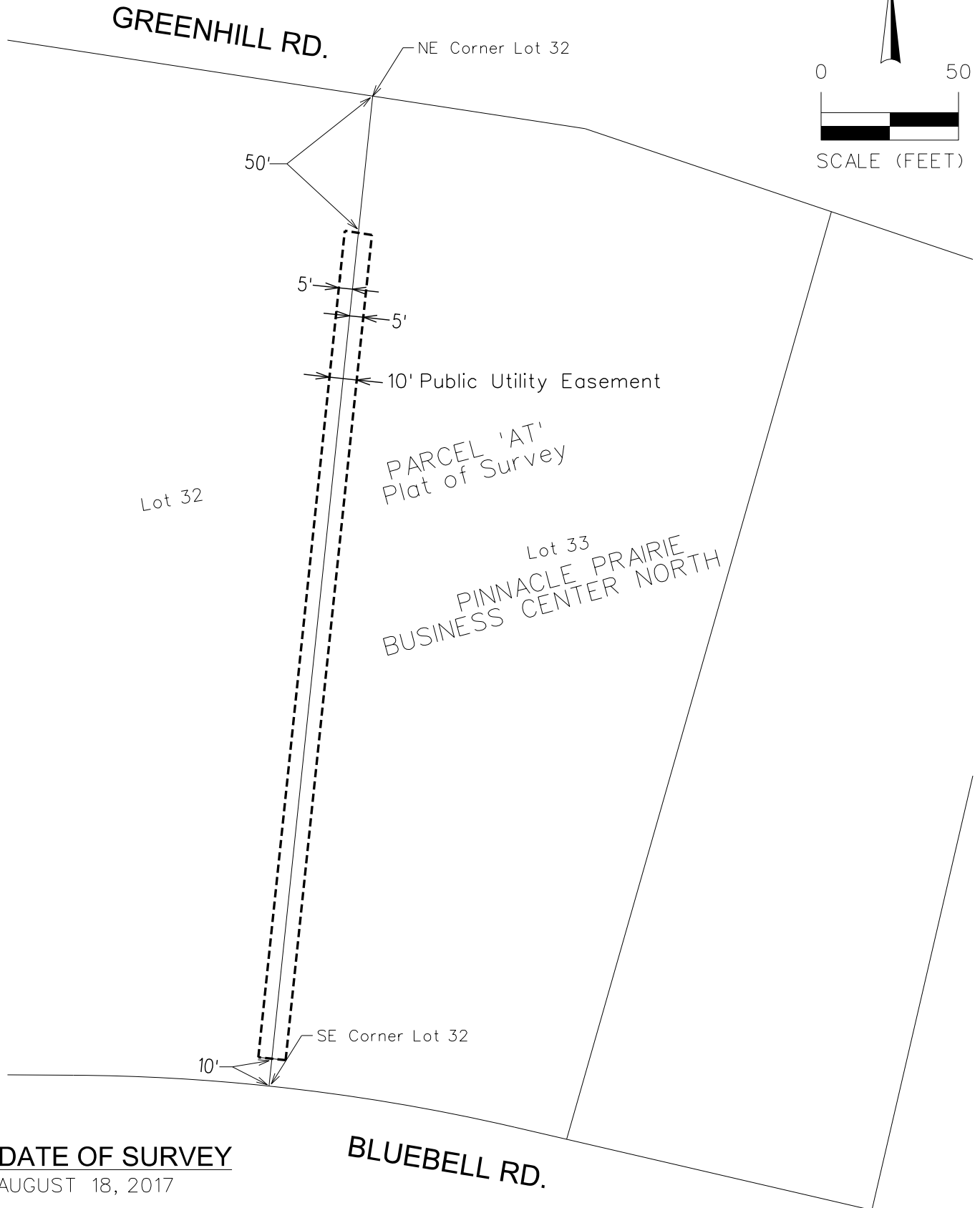
ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

# EASEMENT VACATION PLAT - EXHIBIT A

## PUBLIC UTILITY EASEMENT VACATION DESCRIPTION

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**DATE OF SURVEY**  
AUGUST 18, 2017

**OWNER**  
FAREWAY  
715 8th ST.  
BOONE, IOWA 50036

**FAREWAY**

**PUBLIC UTILITY VACATION EASEMENT**



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 1
PN:	1170829
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PM/TECH:	EDG/STP



**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 ERIN D. GRIFFIN  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 egriffin@snyder-associates.com  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 PARCEL 'AT'  
 PT. OF LOT 33  
 PINNACLE PRAIRIE BUSINESS CENTER NORTH  
 REQUESTED BY:  
 FAREWAY

**EXHIBIT "B"  
 EASEMENT PLAT**

**PUBLIC UTILITY EASEMENT DESCRIPTION**

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**DATE OF SURVEY**


AUGUST 18, 2017

**OWNER**

FAREWAY  
 715 8th ST.  
 BOONE, IOWA 50036

**LEGEND**

<u>Survey</u>	<u>Found</u>	<u>Set</u>
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #19710 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	-----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	



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 Professional Land Surveyor under the laws of the State of Iowa.

---

Erin D. Griffin, PLS Date

---

License Number 19710

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:  
 Sheets 1 & 2 of 2

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**FAREWAY**

**PUBLIC UTILITY EASEMENT**

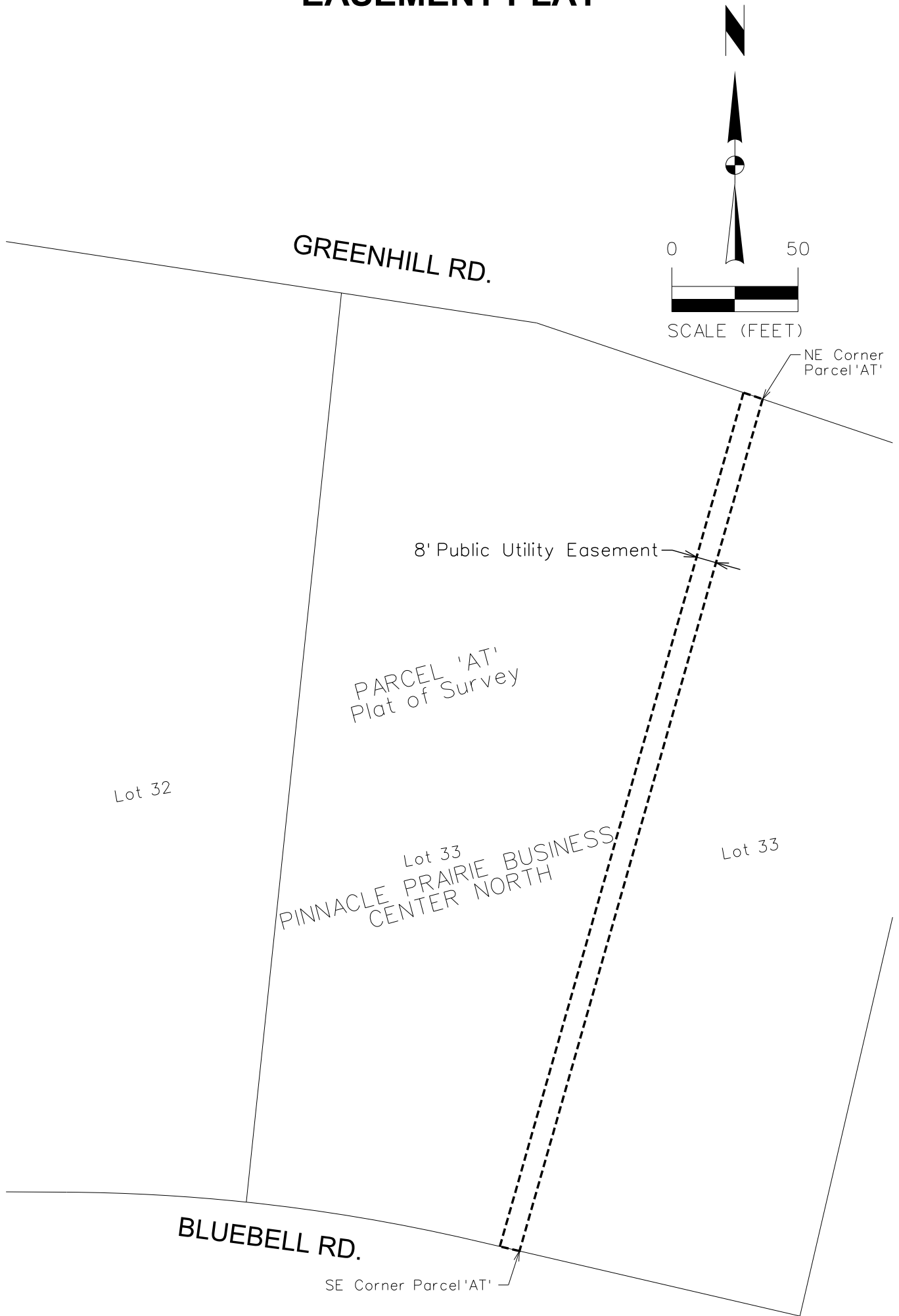


2727 S.W. SNYDER BLVD.  
 ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	1170829
FLD BK:	834A PG: 34
DATE:	12/11/17
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**Item E.8.**

**EXHIBIT "B"  
EASEMENT PLAT**



**FAREWAY**

**PUBLIC UTILITY EASEMENT**



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
PN:	1170829
FLD BK:	834A PG: 34
DATE:	12/11/17
PM/TECH:	EDG/STP





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: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 14, 2018
SUBJECT: Dallas Drive Right-of-Way Vacation Request

REQUEST: Vacate a portion of the Dallas Drive right-of-way
PETITIONER: John Deery Motors
LOCATION: Dallas Drive between University Avenue and Idaho Road

PROPOSAL

It is proposed to vacate a portion of the Dallas Drive right of way to John Deery Motors at 6823 University Avenue. This property is located at the southeast corner of University Avenue and Dallas Drive. The proposed vacated right of way contains approximately 12,850 square feet or 0.3 acres of land. A new sanitary and utility easement will be retained over the entire vacated right of way area.

BACKGROUND

John Deery Motors operates their automobile dealership on both sides of Dallas Drive from University Avenue to Idaho Road. Dallas Drive is a public street that divides the dealership between the sales lot and office building. The dealership is renovating and making improvements to their property and building.

They desired improvements to Dallas Drive, which is not in City's 5 year pavement management plan for reconstruction. This will provide the opportunity for the petitioner to make improvements to this section of Dallas Drive.

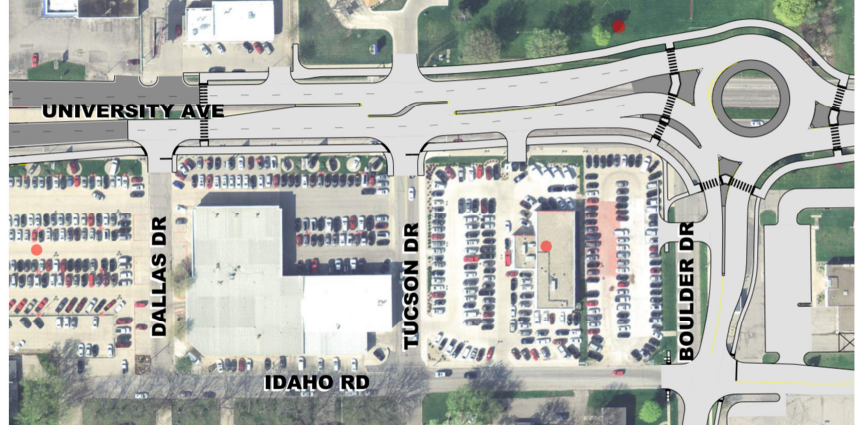


## Item E.10.

### ANALYSIS

Typically, when a request for a right-of-way vacation is presented to city staff, there is an opportunity for adjoining property owners to become a part of the vacation and acquisition process. This would apply in the event that two or more adjoining property owners abut the land in question. In this case, Deery Motors is the only property owner that would benefit from this request since they own the land on both sides of the right of way and along the south side of Idaho Road.

Before considering a public right of way vacation, city staff would review the current and future need of the right of way. The Planning & Zoning Commission and City Council should review the merits of the request based on community planning goals, traffic circulation and neighborhood connections.



Dallas Drive from University Avenue to Idaho Road is a one block section of road that provides a connection from the residential neighborhood onto University Avenue. This is not a direct north-south link because Dallas Drive is an off-set with a “T” intersection at Idaho Road. Neighborhood traffic can be routed to the Tucson Drive intersection to access University Avenue which was reconstructed into a  $\frac{3}{4}$  intersection for right in and right out movements. The elimination of Dallas Drive will not have an adverse impact on the local traffic. The public will still be able to enter the nearby residential neighborhood via Tucson Drive or Boulder Drive. Vacating this section of Dallas Drive would eliminate cross traffic conflicts due to the operations of the dealership. Also, this will provide an area for transport trucks to park and unload their vehicles. Other considerations include the future maintenance of the roadway by the City. If vacated, the petitioner will reconstruct this segment for their driveway and assume the maintenance responsibilities, including snow removal.

Finally, another component of the right-of-way vacation process is to develop a price per square foot for the property in question. Iowa Law requires that a public right of way may be sold at a fair market value. Typically staff would utilize land values from adjoining properties to determine said price. In this case, the square foot price from the surrounding land ranges from \$37,000 to \$51,000. However, a recent ruling by the Iowa Supreme Court requires an appraisal to determine the fair market value. Recently, the City acquired a portion of the Deery Motors property for the University Avenue Phase I project. This August 2015 appraisal determined Deery Motors property value was \$15.00 per square foot. This equates to \$192,750 ( $15 \times 12,850 = 192,750$ ). The City will retain a permanent utility and sanitary sewer easement over the entire width of the right of way. Therefore this value is deducted from the purchase price. In recent sales, a permanent easement is 90% of the fee value, because nothing can be placed over the easement. Only a driveway and parking area would be permitted. In the end, the purchase price would be \$19,275 [ $192,750 - (192,750 \times 0.9) = 19,275$ ].

The petitioner proposes to reconstruct this section of Dallas Drive for their new driveway with the proper drainage and storm sewers to alleviate the flooding that occurs at the intersections. This right of way area will serve as a driveway for the dealership and the owner will assume the maintenance and snow removal of this section of Dallas Drive. It should be noted that the

current reconstruction cost is approximately \$80,000 to \$100,000 not including the long term maintenance of the road. If vacated, the City will not be required to reconstruct or maintain this section of Dallas Drive. Otherwise, it is anticipated that Dallas Drive will be in the City's pavement management program in 6 to 8 years. At that time, due to an adjusted cost of inflation, the project would be \$100,000 to \$120,000.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the sanitary sewer and gas services are within the existing road right of way. A permanent sanitary sewer and utility easement will cover the entire area of the proposed right of way road vacation.

In the event that the right of way is vacated and conveyed to the petitioner, the City reserves the right to review the plans to reconstruct this segment of Dallas Drive. In the end, this segment of Dallas Drive should look like a driveway instead of a street. This will avoid the confusion of a street that is no longer for public use.

PLANNING & ZONING COMMISSION

Vote 2/28/2018 Chair Oberle introduced this item and asked staff to present the proposed Dallas Drive right of way vacation. Planner David Sturch provided some background information. It is proposed that the City will vacate and convey the Dallas Drive right of way, from University Avenue to Idaho Road to John Deery Motors. In turn, John Deery Motors will reconstruct this portion of Dallas Drive for their new driveway into the dealership. A notice was sent to the nearby property owners on Dallas Drive.

Nancy Lonergan, the daughter of Lillian Lonergan at 2917 Dallas Drive provided some concerns with this proposal. She is concerned that additional land along Idaho Road will be changed from residential to commercial for the dealership. The commission indicated that only Dallas Drive is under consideration at this time.

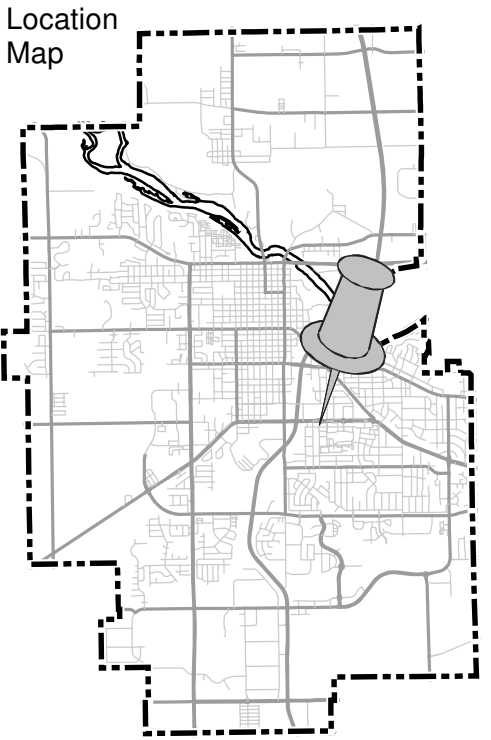
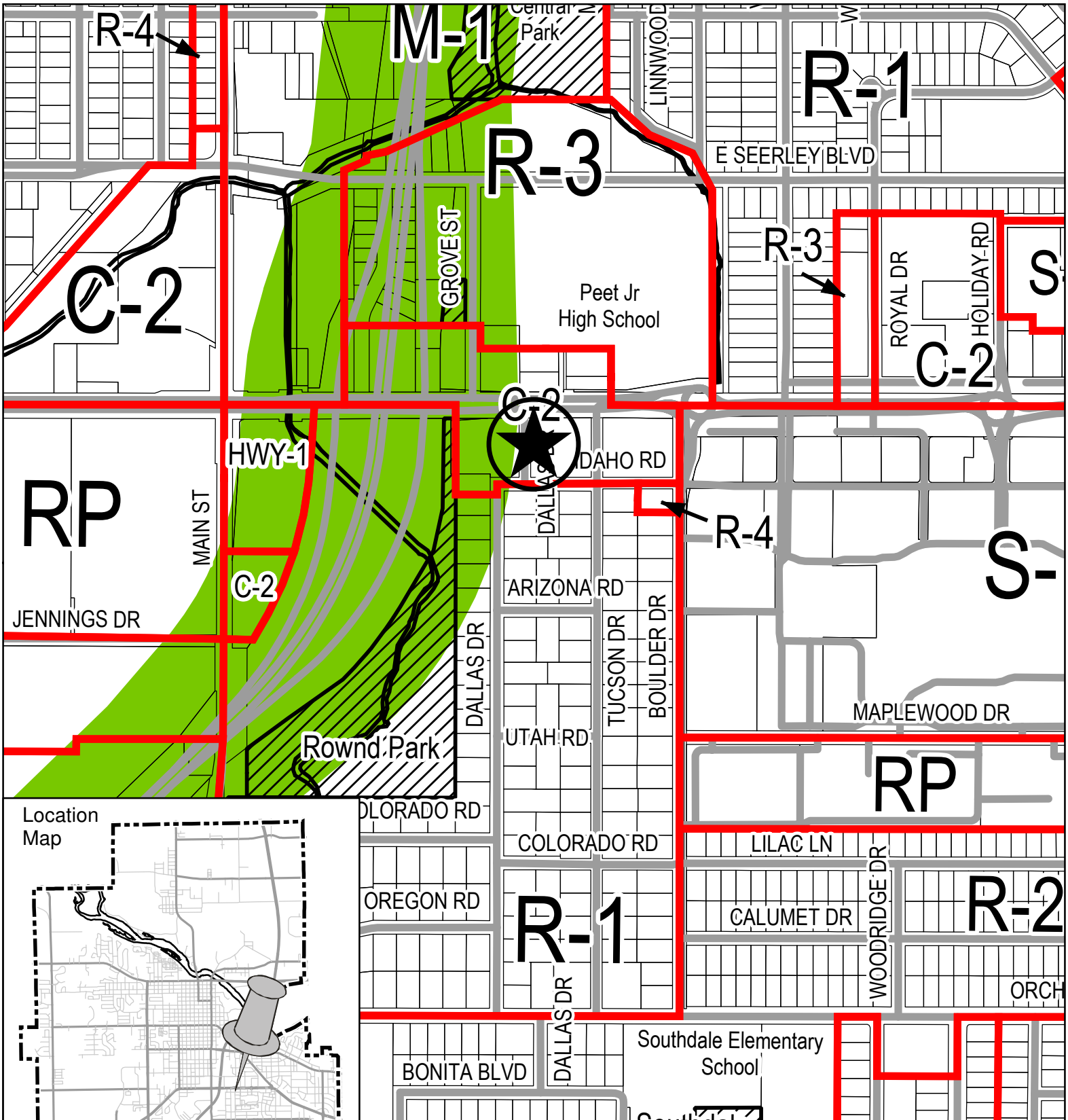
There were no comments and the commission approved the Dallas Drive right of way vacation.

STAFF RECOMMENDATION

The Department of Community Development recommends approval of the right-of-way vacation of a portion of Dallas Drive from University Avenue to Idaho Road and convey to John G. Investments subject to the following conditions:

1. Purchase price established at \$19,275.00.
2. John G. Investments reconstruct this section of Dallas Drive for their new driveway by December 31, 2018.
3. Establish a public utility easement over the entire area of the proposed vacated right of way.
4. Maintenance and snow removal of the former roadway will be the responsibility of Deery Motors and their successors.
5. Approval of a Dallas Drive vacation agreement between the City and John G. Investments.
6. The 3<sup>rd</sup> reading of the Ordinance will be held after the 60 day notice, on May 21, 2018.





FALLS-135-

Dallas Drive Right of Way Vacation Request



City of Cedar Falls, Iowa  
Request to Vacate a  
Portion of Dallas Drive



University Ave

University Ave

Tucson Dr

Idaho Rd

Dallas Dr

Dallas Dr

Owner: John G Investments, Inc.

Owner: John G Investments, Inc.

**Legend**



Proposed Vacate Area





Prepared by: Jacque Danielsen, City Clerk, City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A PORTION OF DALLAS DRIVE RIGHT-OF-WAY BY  
THE CITY OF CEDAR FALLS, IOWA**

BE IT ORDAINED BY THE CITY COUNCIL OF CEDAR FALLS, IOWA:

SECTION 1. The purpose of the ordinance is to vacate the following described right-of-way:

THAT PART OF DALLAS DRIVE RIGHT OF WAY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF UNIVERSITY AVENUE AND LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF IDAHO ROAD

Subject to restrictions, easements, and covenants of records, and subject to ordinances.

SECTION 2. That on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, after publication of notice of the intended vacation and sale of a portion of Dallas Drive right of way, the City Council of the City of Cedar Falls, Iowa, did adopt an ordinance approving and authorizing vacation of said right-of-way and a resolution authorizing the conveyance of said right-of-way to an adjacent property owner for the sum of \$192,750.00, by Quit Claim Deed, reserving to the City of Cedar Falls, Iowa, a known utility easement located within the right of way.

SECTION 3. That portion of right-of-way vacated, and to be sold and conveyed to an adjacent property owner shall be subject to reservation of the utilities easement as described herein, is described in Section 1.

**Item E.11.**

SECTION 4. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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**MEMORANDUM**

*Administration Division*

**TO:** Mayor Brown and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** March 12, 2018  
**SUBJECT:** FY18-19 Annual Action Plan Amendment (CDBG and HOME Funds)  
Five Year Consolidated Plan Amendment FY2015-2019 (CDBG)  
Public Hearing on Plan Amendment

The FY18-19 Annual Action Plan (AAP) was adopted by Council on April 17, 2017. It outlined the activities that would be conducted in accordance with the Five Year Consolidated Plan (July 1, 2014 to June 30, 2019) for the HUD FY17 Community Development Block Grant award in the amount of \$232,553, a carryover of approximately \$77,079 from the HUD FY16 CDBG budget, and HOME funds in the amount of \$48,000. The activities in the AAP primarily provide benefit to low and moderate income citizens (one of the three HUD national program requirements).

As a result of a HUD monitoring visit in July 2017, the City must make changes to both the Five Year Consolidated Plan and the Annual Action Plan. The changes are consistent between the two documents, generally including:

- Removing the Façade Improvement Program since HUD has determined it is not eligible activity.
- Updating staff references.
- Removing the Public Sidewalk Improvements since HUD has determined it is not eligible activity as currently designed. Staff may consider changes to the program in the future, in an effort to support sidewalk improvements that have a benefit to low/moderate income areas.
- Adding a Repair Program specifically supporting “emergency repairs” in areas such as roofing, heating, etc.

Initially, staff also considered removing support for Service Agencies starting in FY19 and made that recommendation to the Housing Commission, however upon some recent training with HUD processes, we have reconsidered that and recommend continuing with that support next year. The Consolidated Plan provides for this.

Two additional minor changes since the Housing Commission’s consideration include

## Item E.12.

reducing the budget for Demolition and Clearance as well as Public Facilities: Handicapped Access Improvements to \$0. We have been unable to find qualifying projects for FY18. This will avoid a future amendment on these areas, given the process is lengthy.

The Housing Commission considered the changes at their January 9<sup>th</sup> and February 13<sup>th</sup> meetings. There were no public comments on the proposed changes. The Commission recommends approval of the changes. All changes are tracked with deletions being struck through and additions being underlined. Placeholders remain to note any public comment received.

In accordance with HUD requirements, a public hearing will be held on Monday, March 19, 2018. Staff recommends approval of the attached amended Five Year Consolidated Plan (FY2015-2019) and the amended FY18-19 Annual Action Plan (HUD FY17), subject to noting any public comments received.

Thank you.

**CITY OF CEDAR FALLS, IOWA  
CDBG ENTITLEMENT PROGRAM  
AMENDED FISCAL YEAR 2018 (FEDERAL FISCAL YEAR 2017) ANNUAL ACTION PLAN**

**PRELIMINARY DRAFT FOR REVIEW**

**March 6<sup>th</sup>, 2018**

**AMENDMENT KEY:**

**Proposed Addition**

**~~Proposed Deletion~~**

# Item E.12.

## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

#### 1. Introduction

The purpose of the Annual Action Plan (AP) is to guide federal funding decisions for the next year. The AP is guided by three overarching goals that are applied according to a community needs. The goals are: To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing. To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods. To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency. Cedar Falls is committed to allocating funds that serve the needs of the lowest income and most disadvantaged residents. Households with incomes less than 50% of the area median income, particularly those with extremely low incomes are particular priorities. The city has also identified special needs individuals as among those who face the greatest challenges and who should receive high priority in the expenditure of federal funds, including at-risk children and youth, low-income families, the homeless and persons threatened with homelessness, the elderly, and persons with disabilities. The following needs address these priorities: Affordable housing investment in community development activities in lower income and deteriorating neighborhoods and in facilities that serve lower- income populations, and supportive services to maintain independence. Cedar Falls, by focusing on these needs, seeks to address the following community concerns: A need for additional affordable housing to address the growing gap between housing costs and local incomes, which leads to rising rates and overcrowding, overpayment, and substandard housing conditions for the area lowest income residents. Programs that improve community facilities and services, particularly in low income areas, a network of shelter, housing, and support services to prevent homelessness, move the homeless to permanent housing and independence, and eliminate chronic homelessness. Programs that promote economic development, create jobs, and increase the job skills of potential employees, and supportive services that increase the ability of seniors, persons with disabilities, and others with special needs to live independently and avoid institutions.

#### 2. Summarize the objectives and outcomes identified in the Plan

**This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.**

The City of Cedar Falls will provide assistance and services to low- income residents in accordance to the Annual Action Plan through designated projects. These projects and services include housing rehabilitation, handicap access improvements and public services ~~Community improvements are being made through the facade improvement program and the demolition and clearance programs.~~ These programs are designated to improve and preserve the housing stock, prevent homelessness and

improve areas that meet the national objective in the community. By focusing on ~~the three~~ these overall priorities outlined in the Cedar Falls Consolidated Plan we are able to provide decent housing by preserving the affordable housing stock, provide a suitable living environment and expand economic opportunities.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. As stated in the Strategic Plan the city of Cedar Falls has identified affordable housing, community development, economic development, homelessness and social services as priority needs. High priorities for FY 2015-2019 include infrastructure improvements, public facility improvements, public services and the development and maintenance of affordable housing. The City has met those goals during FY2016 through its rehabilitation projects, facade improvement program and public service agencies. During FY 2016 Cedar Falls completed 2 rehabilitation projects, 3 emergency repairs, 6 Downtown facades, 2 College Hill facades.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan. The Consultation process consisted of a series of meetings with public agencies and non-profit organizations. The meetings were held to identify current issues and trends impacting the agencies and organizations. Topics discussed were homelessness, services to low income families and individuals and affordable housing. The information gathered was used in developing the Annual Action Plan. In addition, a public meeting was held on February 8, 2017 and also a public hearing regarding the annual action plan on April 17, 2017. No comments were received.

Further, in order to amend this Annual Action Plan, the Citizen Participation Process was used to encourage public input on the proposed changes. Public meetings were held on January 9, 2018 and February 13, 2018 with the Housing Commission. A public hearing was held on March 19, 2018 with the City Council. [Define the extent of public comments and City's response].

### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received from the Public Meeting held on February 8, 2017. No Comments were received from the Public Hearing on April 17, 2017.

As noted in item 4 above, two additional Public Meetings and a Public Hearing were held on the proposed amendments to this Plan, per the City's Citizen Participation Plan. [Provide a summary of any comments and City responses regarding the suggested changes.]

### **6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were received for consideration.

# Item E.12.

## 7. Summary

Our current goals are to provide decent affordable housing stock and increase the availability of affordable housing through community outreach and citizen participation.

### ***PR-05 Lead & Responsible Agencies - 91.200(b)***

#### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	CEDAR FALLS	Department of <del>Public Safety</del> <u>Community Development</u>

**Table 1 – Responsible Agencies**

#### **Narrative**

The City of Cedar Falls administers its own CDBG activities in addition, implements the City's share of HOME funds received through the Waterloo-Cedar Falls HOME Consortium. The City will carry out the activities described in the 2018 Annual Plan.

#### **Consolidated Plan Public Contact Information**

##### **City of Cedar Falls**

Department of ~~Public Safety Services~~ Community Development  
Planning and Community Services Division

220 Clay St.

Cedar Falls, IA 50613

Contact: ~~Angie Fordyce, HCV and Block Grant Coordinator~~ Planning and Community Services Manager

Telephone: ~~319-273-8669~~ 319 273-8600

Website: <http://www.cedarfalls.com>



**AP-10 Consultation - 91.100, 91.200(b), 91.215(l)****1. Introduction**

The consultation process for the City of Cedar Falls includes meetings and workshops with local public agencies and non-profit organizations in an effort to develop an Annual Action Plan that is community driven. The meetings were beneficial in identifying current issues and trends impacting the agencies and organizations. The information gathered is being used to develop the Annual Action Plan.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

Staff conducted monitoring visit meetings with the seven public service agencies funded by CDBG. These meetings provide necessary insight to the changing needs of the community. Staff also attended the Community Reinvestment Act Meeting that was held in Waterloo. The meeting brought together a large group of nonprofit agencies and financial institutions to discuss housing needs and how to overcome community barriers. The Northeast Iowa Food Bank also had a meeting bringing together agencies from all over the county that provide services to low income individuals and families.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Meetings were held with community organizations to discuss homelessness and affordable housing. The Salvation Army provides homeless individuals and families with shelter and services. Habitat for Humanity provides affordable housing to families assisting them with homeownership. Strategies were discussed on how to better assist and affirmatively further fair housing to those with the greatest need. The organizations provided in depth information on housing needs for homeless persons, in addition to persons at risk of homelessness. Staff also attends meetings held bi-monthly with representatives from the Black Hawk County Local Homeless Coordinating Board, the regional Continuum of Care (COC) organization.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Cedar Falls does not directly receive ESG funds. The Black Hawk County Local Homeless Coordinating Board (LHCB) manages homelessness in the city of Cedar Falls. While the board focus is countywide, the majority of the county homeless persons receive services in the Waterloo/Cedar Falls area. Currently the Salvation Army uses the Homeless Management Information System (HMIS) to collect and track client data. The data collected through HMIS will be used to determine future housing needs.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

# Item E.12.

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Salvation Army Shelter
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A meeting was held with the Salvation Army. Staff discussed the HMIS system that the Salvation Army currently uses and how it will be helpful to determine the needs of homeless in the jurisdiction.
2	<b>Agency/Group/Organization</b>	IOWA HEARTLAND HABITAT FOR HUMANITY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Staff has attended multiple meeting with Habitat for Humanity to discuss how our organizations can work together to make the CBDG and HOME funds have a larger impact on the community.
3	<b>Agency/Group/Organization</b>	CONSUMER CREDIT COUNSELING SERVICES
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The organization was able to give insight to the current issues they see with financial management in the community.

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB was reviewed to better understand the homeless housing and social service needs in developing the Annual Action Plan.

**Table 3 - Other local / regional / federal planning efforts**

**Narrative**

***AP-12 Participation - 91.401, 91.105, 91.200(c)***

**1. Summary of citizen participation process/Efforts made to broaden citizen participation**

**Summarize citizen participation process and how it impacted goal-setting**

A public meeting and a public hearing were held to discuss citizen input. No comments were received during the public meeting. Other agencies are relied upon for goal setting due to the lack of direct citizen participation. Through meetings with the various community organizations we were able to identify priority needs and conform a plan to address affordable housing needs and services to low- and moderate-income households and persons.

# Item E.12.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	<p>A public meeting was held on Wednesday February 8, 2017 at 5:00pm in the North Conference Room at the Cedar Falls City Hall.</p> <p>There were no attendees. No comments were received. No written comments were submitted. <u>In order to amend this Plan, two additional public meetings with Housing Commission were held on January 9, 2018 and February 13, 2018. No comments, written or oral, were received.</u></p>	<p><u>First Meeting:</u> No comments received.</p> <p><u>Amendment Meetings:</u> No comments received</p>		<p>www.cedarfalls.com</p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p>	<p>A public hearing was held on April 17, 2017 at 7:00pm.</p> <p><u>An amendment public hearing was held on March 19, 2018</u></p>	<p><u>First Hearing:</u> No comments were received.</p> <p><u>Second Hearing:</u> <u>[summarize comments]</u></p>		<p>www.cedarfalls.com</p>

**Table 4 – Citizen Participation Outreach**

# Item E.12.

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City of Cedar Falls will receive an allocation of \$232,573 and has prior year funds in the amount of \$5,286. Further, the City anticipates \$1,000 in program income will be earned as a result of a lump sum draw being made. The total FY18 budget is \$238,859.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	232,573	1,000	5,286	238,859	230,000	Funds will be used for housing and non-housing community development.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The Facade Improvement Program requires a dollar to dollar match of the CDBG funds granted to the downtown and college hill businesses. CDBG funds are paired with HOME funds to provide rehabilitation grants for single family homeowners.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Cedar Falls owns industrial property that allows the city flexibility in developing sites and encourages new firms to move to the industrial parks.

#### Discussion

**Annual Goals and Objectives**

**AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Single Family Rehabilitation -Cedar Falls CDBG	2015	2019	Affordable Housing		Single Family Rehabilitation : CDBG	CDBG: <del>\$11,979</del> \$86,000	Homeowner Housing Rehabilitated: <del>10</del> 3 Household Housing Units
2	College Hill and Downtown Facade Improvements	2015	2019	Non-Housing Community Development		Facade Improvements	CDBG: \$8,000	Businesses assisted: 8 Businesses Assisted
3	Demolition and Clearance	2015	2019	Non-Housing Community Development		Demolition and Clearance	CDBG: <del>\$1,000</del> \$0	Buildings Demolished: 1 Buildings
4	Public Improvements: Sidewalks	2015	2019	Affordable Housing		Public Improvements: Sidewalk Reconstruction	CDBG: \$14,660	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 25 Households Assisted
5	Consumer Credit Counseling	2014	2018	Public Services		Public Service: Debt Counseling (Cedar Falls)	CDBG: \$2,000	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted

## Item E.12.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Services: Family and Children's Council	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Family and Children's Council	CDBG: \$5,720	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 23 Households Assisted
7	Emergency Shelter: Homeless Prevention	2015	2019	Homeless		Emergency Shelter: Salvation Army	CDBG: \$7,040	Homelessness Prevention: 20 Persons Assisted
8	Public Services: Northeast Iowa Food Bank	2015	2019	Public Services		Public Services: Northeast Iowa Food Bank	CDBG: \$6,160	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
9	Public Services: Visiting Nurses Association	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Visiting Nurses Association	CDBG: \$3,520	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted



## Item E.12.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>10</b>	Public Services: Pathways Behavioral Services	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Pathway Behavioral Services	CDBG: \$5,280	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
<b>11</b>	Public Facilities: Handicapped Access Improvements	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities: Handicapped Access Imp	CDBG: <del>\$1,000</del> <b>\$0</b>	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1 Households Assisted
<b>12</b>	<u>Repair Program</u>	<u>2017</u>	<u>2019</u>	<u>Affordable Housing</u>		<u>Repair of existing, affordable housing;</u> <u>Housing Stock Preservation</u>	<u>\$30,000</u>	<u>Homeowner Housing Rehabilitated:</u> <u><del>10</del> 3</u> <u>Household Housing Units</u>

**Table 6 – Goals Summary**

# Item E.12.

## Goal Descriptions

1	<b>Goal Name</b>	Single Family Rehabilitation-Cedar Falls CDBG
	<b>Goal Description</b>	The Housing Rehabilitation Program provides grants for low and moderate income homeowners for the purpose of housing rehabilitation, emergency repairs, handicapped accessibility and structural hazard removal in effort to preserve owner-occupied single family housing stock. Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
2	<b>Goal Name</b>	College Hill and Downtown Facade Improvements
	<b>Goal Description</b>	The Facade Improvement Program encourages voluntary rehabilitation and completion of repairs and rehabilitation on deteriorated or deteriorating structures located within the City's Urban Renewal Plan for both the College Hill and Downtown. The City will provide a \$1,000 grant that must be matched by the business for purpose of improvement to the building's facade.
3	<b>Goal Name</b>	Demolition and Clearance
	<b>Goal Description</b>	The Demolition and Clearance Program provides funds for the demolition and clearance of dilapidated structures to eliminate specific conditions of blight or physical decay on a spot basis. Individual demolition clearance activities will be subject to CDBG eligibility verification.
4	<b>Goal Name</b>	Public Improvements: Sidewalks
	<b>Goal Description</b>	The Sidewalk Reconstruction Program assists low-income homeowners in meeting the cost of sidewalk replacement required through the City's zone assessments.
5	<b>Goal Name</b>	Consumer Credit Counseling
	<b>Goal Description</b>	This public service agency provides housing counseling for residents of Cedar Falls and Sponsors classes promoting literacy to enable residents to become more self-sufficient. They provide financial management and debt assessment as well.
6	<b>Goal Name</b>	Public Services: Family and Children's Council
	<b>Goal Description</b>	Family & Children's Council (FCC) is a non-profit organization whose mission is to prevent child abuse and strengthen families. FCC works toward its mission through prevention education programs in the schools, parent education, and support for families and training for professionals and community members.
7	<b>Goal Name</b>	Emergency Shelter: Homeless Prevention
	<b>Goal Description</b>	The Salvation Army Emergency Shelter provides emergency housing to Cedar Falls persons experiencing homelessness. The agency also provides services to help individuals and families obtain permanent housing.
8	<b>Goal Name</b>	Public Services: Northeast Iowa Food Bank
	<b>Goal Description</b>	The mission of the Northeast Iowa Food Bank is to provide nutritious food and grocery products to nonprofit organizations and individuals in Northeast Iowa.
9	<b>Goal Name</b>	Public Services: Visiting Nurses Association
	<b>Goal Description</b>	The Visiting Nurses Association provides medical services to home-bound persons in need medical assistance.

<b>10</b>	<b>Goal Name</b>	Public Services: Pathways Behavioral Services
	<b>Goal Description</b>	Pathways Behavioral Services provides substance abuse services through outpatient counseling, halfway house residential treatment, and adult transitional housing and comprehensive prevention education.
<b>11</b>	<b>Goal Name</b>	Public Facilities: Handicapped Access Improvements
	<b>Goal Description</b>	The Handicapped Access Improvements Programs funds are used to improve handicapped access for residents. Project sites are undetermined. All improvements will comply with ADA guidelines and be income eligible or meet applicable presumed benefit criteria.
<b>12</b>	<b>Goal Name</b>	<u>Single Family Homeowner Repair Program-Cedar Falls CDBG</u>
	<b>Goal Description</b>	<u>Funds will be used for assisting qualified homeowners to improve or repair, either in emergency situations or on an individual basis, single family housing units.</u>

# Item E.12.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single Family Rehabilitation- Cedar Falls CDBG
2	<del>College Hill and Downtown Facade Improvements</del>
3	Demolition and Clearance
4	Public Improvements: Sidewalks
5	Public Service- Consumer Credit Counseling
6	Public Services: Family and Children's Council
7	Public Services- Salvation Army Homeless Shelter
8	Public Services: Northeast Iowa Food Bank
9	Public Services: Visiting Nurses Association
10	Public Services: Pathways Behavioral Services
11	Public Facilities: Handicapped Access Improvements
12	CDBG Administration
13	CDBG Rehabilitation Administration
14	Single Family Repair Program-Cedar Falls CDBG

**Table 7 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The funding that has been allocated was done so to support on ongoing efforts to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, physical, and natural assets. Each allocation serves a purpose to prevent homelessness, eliminate slum and blight and provide economic opportunity. A barrier to affordable housing for low-income residents in Cedar Falls has been the price of homes and land in the area. Declining local and Federal resources has been a key impediment to addressing needs. As a result, the city's financial and staff resources continue to decline.

**AP-38 Project Summary**

**Project Summary Information**

<b>1</b>	<b>Project Name</b>	Single Family Rehabilitation- Cedar Falls CDBG
	<b>Target Area</b>	
	<b>Goals Supported</b>	Single Family Rehabilitation-Cedar Falls CDBG
	<b>Needs Addressed</b>	Single Family Rehabilitation: CDBG
	<b>Funding</b>	CDBG: \$111,979 <b>\$86,000</b>
	<b>Description</b>	
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately <del>10</del> <b>3</b> families will benefit from the CDBG Rehabilitation Program
	<b>Location Description</b>	City of Cedar Falls
	<b>Planned Activities</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
<b>2</b>	<b>Project Name</b>	College Hill and Downtown Facade Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	College Hill and Downtown Facade Improvements
	<b>Needs Addressed</b>	Facade Improvements
	<b>Funding</b>	CDBG: \$8,000
	<b>Description</b>	<del>\$1,000 dollar grants will be given to business owners who wish to purchase new signage for business fronts in the Downtown and College Hill business districts.</del>
	<b>Target Date</b>	<del>6/30/2018</del>
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	<del>Approximately 10 businesses will benefit</del>
	<b>Location Description</b>	<del>Cedar Falls Downtown and College Hill areas</del>
	<b>Planned Activities</b>	<del>College Hill and Downtown Facade Improvements</del>
<b>3</b>	<b>Project Name</b>	Demolition and Clearance
	<b>Target Area</b>	
	<b>Goals Supported</b>	Demolition and Clearance
	<b>Needs Addressed</b>	Demolition and Clearance
	<b>Funding</b>	CDBG: \$1,000 <b>\$0</b>
	<b>Description</b>	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing dilapidated building and structures or for clearance.
	<b>Target Date</b>	6/30/2018

## Item E.12.

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project would include 1 demolition.
	<b>Location Description</b>	City of Cedar Falls
	<b>Planned Activities</b>	Demolition
4	<b>Project Name</b>	Public Improvements: Sidewalks
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Improvements: Sidewalks
	<b>Needs Addressed</b>	Public Improvements: Sidewalk Reconstruction
	<b>Funding</b>	CDBG: \$14,660
	<b>Description</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of sidewalks that have been determined by the City's building department to be in need of repair or replacement.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 25 homeowners will be assisted.
	<b>Location Description</b>	The sidewalks are located in zone 8 and 9 of the City of Cedar Falls
	<b>Planned Activities</b>	Eligible activities include (but not limited to) repair or replacement of sidewalks that have been determined by the City's building department through assessments to be in need of repair or replacement.
5	<b>Project Name</b>	Public Service- Consumer Credit Counseling
	<b>Target Area</b>	
	<b>Goals Supported</b>	Consumer Credit Counseling
	<b>Needs Addressed</b>	Public Service: Debt Counseling (Cedar Falls)
	<b>Funding</b>	CDBG: \$2,000
	<b>Description</b>	Funds will be used to pay for financial counseling services for Cedar Falls residents who are seeking housing assistance or to prevent foreclosure.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 40 people in the Cedar Falls area.
	<b>Location Description</b>	1003 W. 4th St. Waterloo, Iowa 50702
	<b>Planned Activities</b>	Consumer Credit Counseling provides financial counseling to those seeking housing assistance and foreclosure prevention.
6	<b>Project Name</b>	Public Services: Family and Children's Council
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Family and Children's Council
	<b>Needs Addressed</b>	Public Services: Family and Children's Council
	<b>Funding</b>	CDBG: \$5,720

	<b>Description</b>	Funds will be used to pay for the Parent Connection program that provides in-home or group based parent education, formal social support, and access to resources in the community for individuals parenting children ages birth to twelve years residing in Black Hawk County.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The program will assist approximately 23 families.
	<b>Location Description</b>	City of Cedar Falls CDBG
	<b>Planned Activities</b>	Funds will be used to pay for the Parent Connection program that provides in-home or group based parent education, formal social support, and access to resources in the community for individuals parenting children ages birth to twelve years residing in Black Hawk County.
<b>7</b>	<b>Project Name</b>	Public Services- Salvation Army Homeless Shelter
	<b>Target Area</b>	
	<b>Goals Supported</b>	Emergency Shelter: Homeless Prevention
	<b>Needs Addressed</b>	Emergency Shelter: Salvation Army
	<b>Funding</b>	CDBG: \$7,040
	<b>Description</b>	Funds will be used for the operations at the three homeless shelters managed by The Salvation Army.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Salvation Army will assist approximately 20 families in preventing homelessness.
	<b>Location Description</b>	The Salvation Army has shelters at the following locations: 603 South Hackett, 229 Logan Avenue, 216-218 Logan Avenue, Waterloo IA
	<b>Planned Activities</b>	The Salvation Army will use the funds to operate the shelters and pay utility costs.
<b>8</b>	<b>Project Name</b>	Public Services: Northeast Iowa Food Bank
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Northeast Iowa Food Bank
	<b>Needs Addressed</b>	Public Services: Northeast Iowa Food Bank
	<b>Funding</b>	CDBG: \$6,160
	<b>Description</b>	Funds will be used for the Cedar Valley Food Pantry. The Pantry provides emergency and supplemental food to people in need in Black Hawk County.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Northeast Iowa Food Bank will assist approximately 3,000 people.
		<b>Location Description</b>

## Item E.12.

	<b>Planned Activities</b>	Funds will be used for the Cedar Valley Food Pantry. The Pantry provides emergency and supplemental food to people in need in Black Hawk County.
<b>9</b>	<b>Project Name</b>	Public Services: Visiting Nurses Association
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Visiting Nurses Association
	<b>Needs Addressed</b>	Public Services: Visiting Nurses Association
	<b>Funding</b>	CDBG: \$3,520
	<b>Description</b>	Funds will be used for citizens that live in Cedar Falls. The funds are used for individuals who are uninsured or underinsured who pay privately for home health services based on a sliding fee scale.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Visiting Nurses Association will assist approximately 10 people in the Cedar Falls area.
	<b>Location Description</b>	City of Cedar Falls
	<b>Planned Activities</b>	Visiting Nurses provides home healthcare to individuals in the Cedar Falls area.
<b>10</b>	<b>Project Name</b>	Public Services: Pathways Behavioral Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Pathways Behavioral Services
	<b>Needs Addressed</b>	Public Services: Pathway Behavioral Services
	<b>Funding</b>	CDBG: \$5,280
	<b>Description</b>	Funds will be used to pay for Cedar Falls residents participation in the residential substance abuse treatment services in Pathways Residential Treatment Unit. (Recovery House)
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Pathways Behavioral Services will assist approximately 10 people.
	<b>Location Description</b>	3362 University Ave. Waterloo, IA 50701
	<b>Planned Activities</b>	Funds will be used to pay for Cedar Falls residents participation in the residential substance abuse treatment services in Pathways Residential Treatment Unit. (Recovery House)
<b>11</b>	<b>Project Name</b>	Public Facilities: Handicapped Access Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities: Handicapped Access Improvements
	<b>Needs Addressed</b>	Public Facilities: Handicapped Access Imp
	<b>Funding</b>	CDBG: <del>\$1,000</del> <b>\$0</b>



	<b>Description</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of Sidewalk end markings and various as needed projects to increased access to public facilities for handicapped individuals.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The handicapped Improvements are expected to assist 1 household.
	<b>Location Description</b>	City of Cedar Falls
	<b>Planned Activities</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of Sidewalk end markings and various as needed projects to increased access to public facilities for handicapped individuals.
<b>12</b>	<b>Project Name</b>	CDBG Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <u>\$45,500</u>
	<b>Description</b>	General management, oversight and coordination of the CDBG and HOME Program(s), policy planning, comprehensive planning, environmental studies and administration.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	Department of <del>Public Safety Services</del> <u>Community Development</u> 220 Clay St. Cedar Falls, Iowa 50613
	<b>Planned Activities</b>	
<b>13</b>	<b>Project Name</b>	CDBG Rehabilitation Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <u>\$41,333</u>
	<b>Description</b>	CDBG funds will be used for the administration of the rehabilitation and emergency repair projects.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	Department of <del>Public Safety Services</del> <u>Community Development</u> 220 Clay St. Cedar Falls, Iowa 50613
		<b>Planned Activities</b>

## Item E.12.

<b>14</b>	<b>Project Name</b>	<u>Single Family Owner Occupied Repair Program</u>
	<b>Target Area</b>	
	<b>Goals Supported</b>	<u>Single Family Rehabilitation-Cedar Falls CDBG</u>
	<b>Needs Addressed</b>	<u>Single Family Rehabilitation: CDBG</u>
	<b>Funding</b>	<u>\$30,000</u>
	<b>Description</b>	
	<b>Target Date</b>	<u>6/30/18</u>
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	<u>Approximately 3 families will benefit from the CBBG Rehabilitation Program</u>
	<b>Location Description</b>	<u>City of Cedar Falls</u>
	<b>Planned Activities</b>	<u>Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, HVAC, roofs, and other minor emergency repairs.</u>

**AP-50 Geographic Distribution - 91.420, 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

CDBG funding is used throughout the City of Cedar Falls. Most of our programs will serve the Low-Moderate Income Limited Clientele. The Cedar Falls Strategic Plan identified neighborhoods that could be the focus of neighborhood revitalization plans, including North Cedar, College Hill and Overman Park. The College Hill area contains a higher percentage of minority households that have disproportionately greater housing needs. ~~The Facade Improvement Program targets the College Hill and Downtown areas. Sidewalk repairs are being done to specific geographic zones each year. Applications will be taken for any zone as long as funding permits.~~

**Geographic Distribution**

Target Area	Percentage of Funds

**Table 8 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

The LMI percentage required for CDBG eligibility is 51% of residents. There are currently 7 census tracts with 9 block groups that have a LM percentage of 51% or greater. Census tract 1600 block group 1, tract 2200 block group 1 and 2, tract 2303 bock group 1, tract 2304 block group 2, tract 2500 block group 3, tract 2603 block group 4, tract 2604 block group 3 and 5.

**Discussion**

The qualifying block groups are scattered throughout the city. Most of the programs funded through the CDBG are based on a Limited Benefit Clientele vs. and L/M Benefit Area.

# Item E.12.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations to prevent homelessness and provide affordable housing to Cedar Falls residents. The City is working to maintain the affordable housing stock in the area and provide descent and safe conditions to residents.

### **Actions planned to address obstacles to meeting underserved needs**

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at risk residents. Declining resources has been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-moderate income residents.

### **Actions planned to foster and maintain affordable housing**

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation Program assists qualified home owners with substantial home rehabilitation or emergency repairs to existing units. Funding is also provided to Consumer Credit Counseling to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines using city general funds to assist in lowering the cost of housing in the city.

### **Actions planned to reduce lead-based paint hazards**

The Black Hawk County Health Department provides risk assessment and completes lead- based paint clearance testing on the housing rehabilitation projects in Cedar Falls. The City will continue to work with local, county and other government agencies to achieve lead safe homes. The city provides "Protect Your Family From Lead In Your Home" brochure to educate CDBG and HCV applicants about the dangers of lead in the home.

### **Actions planned to reduce the number of poverty-level families**

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing, homelessness prevention and emergency food and shelter.

### **Actions planned to develop institutional structure**

The close working relationship between the Black Hawk County Local Homeless Coordinating Board (LHCB) and the Cedar Falls Low Rent Housing Agency reduces the potential for a service delivery gap

between public and non-profit organizations. A gap has been found to exist in the participation of private industry. The Cedar Falls Low Rent Housing Agency continues to work with the private industry to increase the stock of affordable housing available to low-moderate income residents.

**Actions planned to enhance coordination between public and private housing and social service agencies**

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meeting gives opportunity to develop relationships and find out what services each organization and agency is providing. By educating participating organizations on services available in the community, we are able to meet the needs of the low-moderate income individuals in need of those specific services.

**Discussion**

# Item E.12.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

See below

#### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

#### Discussion

The benefit period used for the overall benefit will be 2017

The City of Cedar Falls uses its HOME funds allocation in part, for lot acquisition and site preparation for Habitat for Humanity homes. Recapture guidelines are used for any home buyer activity where the client receives direct financial assistance, and resale is used when the homeowner does not receive direct financial assistance. We have begun to use HOME funds for owner occupied housing Rehabilitation as the availability of affordable lots for Habitat homes declines.

The City uses the resale guidelines 24 CFR 92.254(a)(5)(i). The homebuyer activity of Habitat for Humanity includes acquisition of a lot and new construction. The housing Rehabilitation Project ~~will~~ may provide forgivable loans up to \$15,000. These units are subject to resale guidelines.

A restrictive land covenant is recorded on the property for the applicable affordability period. If less than \$15,000 is spent on the property, the affordability period is five years. If between \$15,000 and \$40,000 is spent, the period is 10 years, and if more than \$40,000 is spent, the period is 15 years.

# Item E.12.

CITY OF CEDAR FALLS, IOWA  
CDBG ENTITLEMENT PROGRAM  
AMENDED 2015-2019 CONSOLIDATED PLAN

PRELIMINARY DRAFT FOR REVIEW

March 6<sup>th</sup>, 2018

AMENDMENT KEY:

Proposed Addition

~~Proposed Deletion~~



**Executive Summary****ES-05 Executive Summary - 91.200(c), 91.220(b)****1. Introduction**

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout both cities, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Cedar Falls anticipates receiving the following federal resources in FY ~~2015~~ 2018; estimated projections for ~~five~~ the final years of this Plan follow in parentheses:

Cedar Falls:

- CDBG: ~~\$249,953~~ \$232,553 (~~\$1.249 million~~)
- HOME: ~~\$75,000~~ \$41,901 (~~\$375,000~~): HOME Consortium Amount

**2. Summary of the objectives and outcomes identified in the Plan**

The overall objective is to provide decent, affordable housing by encouraging homeownership and home maintenance. The proposed outcomes include increasing the level of homeownership, increasing the tax rolls, increasing the number of safe and sanitary single-family homes, improving neighborhoods and enhancing suitable living environments, and providing affordable housing for very low-income households.

**3. Evaluation of past performance**

The City of Cedar Falls was successful in meeting its housing and community development objectives in FY 2012. The following are key highlights:

- The Cedar Falls Housing Rehabilitation Program completed work on 12 total properties. These included six total rehabilitations, two emergency repair grants, and four handicapped access grants. All of the recipients were eligible low- and moderate- income households.
- Consumer credit counseling services were provided to 216 residents.

## Item E.12.

- HOME funds were used to construct new affordable housing in partnership with Habitat for Humanity. Two affordable homes were completed and one lot was purchased for the future development of a twin home.
- The Section 8 Rental Assistance Program offered 326 vouchers for tenant-based rental assistance, although only 215 were funded due to budget constraints.
- The Salvation Army shelter provided 32 beds for women and children. Forty-eight people received emergency shelter assistance from the Salvation Army.
- Eight façade renovations were completed in the downtown Cedar Falls district and College Hill neighborhood.

#### 4. Summary of citizen participation process and consultation process

Cedar Falls conducted a multi-pronged approach to citizen participation and engagement, including an online survey that was posted on the city's web site for 30 days, and focus group sessions with stakeholders in the community representing a wide range of public agencies and private nonprofit organizations. This process assisted in identifying priority needs and a strategic plan to address affordable housing needs and human services to low- and moderate- income households and persons.

Based on the focus group sessions, comments received from the Public Needs Hearing, and the housing market analysis, a set of priorities was established by the cities for the next years.

The planning process for the preparation of the Five-Year Consolidated Plan and FY 2015 Annual Action Plan included several distinct elements, including:

- Focus group sessions with representatives from city government (staff), non-profit organizations, and other service providers to gain stakeholder input on the identification of city needs and to gain an understanding of available resources.
- Additional meetings and telephone interviews with city departmental staff and other provider agencies and stakeholders throughout the planning process to understand the current scope of programs, issues, and concerns. The one-on-one conversations assisted in developing strategies to address the community needs identified in the focus group sessions.
- Review of existing community development-related planning documents and the incorporation of relevant findings and data into the Consolidated Plan.

#### 5. Summary of public comments

One public needs hearing was held during the consolidated plan process. The first public needs hearing was conducted on September 9, 2013 in Cedar Falls at the Cedar Falls City Hall. The meeting was duly advertised in the local paper and posted on the Cedar Falls municipal web site.

Copies of sign-in sheets from the public meeting are in the Appendix.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments were taken into consideration in preparing the Consolidated Plan.

**7. Summary**

See above.

# Item E.12.

## The Process

### PR-05 Lead & Responsible Agencies - 91.200(b)

#### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	CEDAR FALLS	<del>DEPARTMENT OF DEVELOPMENTAL SERVICES</del> <u>Department of Community Development</u>

Table 1– Responsible Agencies

#### Narrative

The Waterloo Community Development Department is the lead agency for the preparation of the Waterloo/Cedar Falls Five Year Strategic Plan and administration of the CDBG and HOME grant programs. Waterloo and Cedar Falls are part of a HOME Consortium to receive HOME funds to address housing needs in the community.

The City of Cedar Falls administers its own CDBG activities in addition to those implemented with the City's share of HOME funds received through the Waterloo-Cedar Falls HOME Consortium. The city will carry out the activities described in the ~~2015~~ 2018 Annual Plan.

#### Consolidated Plan Public Contact Information

##### City of Cedar Falls

Department of Community Development

Planning and Community Services Division

220 Clay Street

Cedar Falls, Iowa 50613

Contact: ~~Bob Seymour~~, Planning and Community Services Manager

Telephone: ~~319-273-8606~~ (319) 273-8600

Web site: <http://www.cedarfalls.com/>

**PR-10 Consultation - 91.100, 91.200(b), 91.215(l)****1. Introduction**

See below.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

Cedar Falls (and Waterloo) engaged in an extensive consultation process with local public agencies and nonprofit organizations in an effort to develop a community-driven Consolidated Plan and Annual Action Plan. On September 9, 10 and 11, the community development staff of both cities and the consulting team began a series of focus group sessions and individual interviews to identify current issues and trends impacting the agencies and organizations in addition to their organizational priorities. A summary of these focus group sessions and interviews is attached in the IDIS eCon Plan format.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

A meeting was held with a representative from the Community Housing Initiatives, in addition to the Iowa Heartland Habitat for Humanity and the House of Hope. Representatives from these organizations provided in-depth information on housing needs for homeless persons, in addition to persons at-risk of homelessness.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

Homelessness in Cedar Falls (and Waterloo) is managed through the Black Hawk County Local Homeless Coordinating Board (LHCB), the region's Continuum of Care (CoC) organization. The cities do not directly receive ESG funds. The LHCB has 55 members representing 45 different agencies, including state and local government agencies, public housing authorities, schools, law enforcement and corrections agencies, nonprofit and faith-based organizations, health clinics and local businesses. The board meets every two months to coordinate their efforts to respond to the housing and service needs of the county's homeless population. While the board's focus is countywide, the majority of the county's homeless persons receive services in the Waterloo/Cedar Falls area.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

# Item E.12.

**Table 2– Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	HOUSE OF HOPE
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A wide range of stakeholders from housing and social service agencies were consulted to determine the level of housing and social service needs, including public agencies and private nonprofit organizations whose missions included the provision of affordable housing and human services to low- and moderate-income households and persons.
2	<b>Agency/Group/Organization</b>	IOWA HEARTLAND HABITAT FOR HUMANITY
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
3	<b>Agency/Group/Organization</b>	OPERATION THRESHOLD
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Education Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
4	<b>Agency/Group/Organization</b>	COMMUNITY HOUSING INITIATIVES
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	

**Identify any Agency Types not consulted and provide rationale for not consulting**

All of the agency types involved with housing and community development were contacted, either in-person or by phone.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Iowa Institute for Community Alliances	The data from the organization assisted with the homeless section, including goals and objectives.
Comprehensive Economic Development Strategy-INRCOG	Iowa Northland Regional Council of Governments (INRCOG)	The report outlined some of the infrastructure and workforce needs of the region. The identified infrastructure needs helped to inform the goals of the plan
Region 7 Workforce Development Plan	Regional Workforce Investment Board	The workforce report identified the workforce development needs in the region, and potential strategies to address workforce shortages in critical industries.
Comp Plan for the City of Cedar Falls 2012	City of Cedar Falls	The Comprehensive Plan provided background information on the neighborhoods and housing needs within Cedar Falls
State of Iowa 2012-2015 Comprehensive HIV Plan	State of Iowa	The HIV Plan provided background material and data for the HIV/AIDS special needs section.

**Table 3– Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

Major public entities that will be involved in the implementation of the Consolidated Plan include the primary HOME Consortium partner, the City of Cedar Falls, as well as Waterloo Housing Authority, and Cedar Falls Low Rent Housing Agency. Major private entities include Iowa Heartland Habitat for Humanity and the Northeast Iowa Food Bank.

# Item E.12.

## PR-15 Citizen Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Cedar Falls engaged a multi-pronged approach to citizen participation and engagement, including an online survey that was posted on the city's web site for 21 days, focus group sessions with stakeholders in the community representing a wide range of public agencies and private nonprofit organizations were conducted. This process assisted in identifying priority needs and a strategic plan to address affordable housing needs and human services to low- and moderate- income households and persons.

#### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Persons with disabilities Non-targeted/ broad community Residents of Public and Assisted Housing	One public needs hearing was conducted. <u>In order to amend the Plan, a second public hearing was held on March 19, 2018.</u>	Summary of comments are located in the appendices	All comments were accepted. The amount of federal funding will All comments were accepted. The amount of federal funding will determine the level of resources available to address the identified needs.	
2	Internet Outreach	Minorities Persons with disabilities Non-targeted/b road community Residents of Public and Assisted Housing	Online Survey. An analysis of the survey responses is attached in the appendix.	See above.	See above.	

**Table 4– Citizen Participation Outreach**



**Needs Assessment****NA-05 Overview****Needs Assessment Overview**

Based on the HUD CHAS data and analysis included within this section of the Strategic Plan, in addition to interviews and group discussions held with service providers, the following conclusions relative to housing needs in Waterloo/Cedar Falls for all household types, income groups and racial/ethnic groups can be made.

- Fifty-one percent of “other” renter households and 40% of elderly owner households were paying more than 30% of their income for housing (cost burden).
- Fifty-five percent of “other” renter households, 39% of small owner households, and 38% of elderly owner households were paying more than 50% of their income for housing (severe cost burden).

Racial/ethnic groups with disproportionate *housing problems* (defined as housing units lacking complete kitchen facilities and/or complete plumbing facilities, overcrowding (more than 1.5 person per room), and/or cost burden greater than 30%) include the following:

Housing Problems

- Black households with incomes at 31-50% and 51-80% of Area Median Income (AMI)
- Asian households with incomes at 51-80% of AMI
- American Indian, Alaska Native with incomes at 0-30% of AMI (small sample size)

Severe Housing Problems

- Asian households with incomes at 51-80% of AMI
- Hispanic households at 81-100% of AMI

Racial/ethnic groups with disproportionate *housing cost burden* include the following:

Housing Cost Burden

- Black/African American households with housing cost burden paying between 31-50%
- Asian and American Indian, Alaska Native households with household cost burden paying above 51%

# Item E.12.

## NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

### Describe the jurisdiction's need for Public Facilities:

Public facility improvements were identified as a high priority need for Cedar Falls.

- Short-Term Goal: To allocate funds to continue improvements to the neighborhood facilities, including College Hill and Downtown facades and handicapped access.
- Long-Term Goals: Continued funding for neighborhood facilities, façade improvements for businesses and handicap access.

However, after a 2017 HUD audit, this project element was deemed to be ineligible, and thus removed from the 2018 Annual Action Plan.

### ~~How were these needs determined?~~

~~These needs were determined through interviews with area stakeholder, during the public needs hearing, through the online survey, and during feedback discussions with community development staff members.~~

### Describe the jurisdiction's need for Public Improvements:

#### Infrastructure

Public infrastructure in many CDBG-eligible areas of Cedar Falls is inadequate for current demands. Where and when appropriate, the cities will augment capital expenditures with federal funding resources when those resources support new construction projects or rehabilitation projects. In addition, these activities must benefit LMI persons.

#### Cedar Falls

Public improvements were identified as a high priority need for Cedar Falls.

- Short-Term Goal: To assist 5-10 LMI homeowners with the cost of sidewalk replacement required in Cedar Falls.
- Long-Term Goals: Assist infrastructure projects that will improve the quality and increase the quantity of public improvements for lower-income persons, when funding is available.

Although this is community funding priority, the level of regulatory involvement and difficulty implementing the program element, has caused the city to reconsider offering it and therefore has removed it from the 2018 (Federal Fiscal Year 2017) Annual Action Plan.

**How were these needs determined?**

These needs were determined through interviews with area stakeholder, during the public needs hearing, through the online survey, and during feedback discussions with community development staff members.

**Describe the jurisdiction's need for Public Services:**

To assist in providing services to area residents to build better neighborhoods, Cedar Falls plans to support activities related to providing homebuyer education, credit counseling, and foreclosure prevention services to residents.

- Cedar Falls will continue to maintain and expand availability of services to special needs populations. The city will also continue to sustain the support systems for vulnerable populations by allocating program funding for 8-20 public service agencies that serve homeless persons, abused women and children, seniors, disabled persons and other special needs groups.

**How were these needs determined?**

These needs were determined through interviews with area stakeholder, during the public needs hearing, through the online survey, and during feedback discussions with community development staff members.

**Based on the needs analysis above, describe the State's needs in Colonias**

# Item E.12.

## Housing Market Analysis

### MA-05 Overview

#### Housing Market Analysis Overview:

The Waterloo/Cedar Falls area didn't experience the rapid run-up in home values during the 2000s nor the steep drop in home values and resulting increase in foreclosures experienced in other parts of the country. Nevertheless, Cedar Falls did experience a 15.4% increase in median home value between 2000 and 2009. According to the local realtor's association, the average home sales price is \$200,000 in Cedar Falls and \$105,000 in Waterloo.

In Cedar Falls (and Waterloo), finding appropriately sized buildable sites has been a challenge. In Cedar Falls, infill lots are extremely difficult to find. This places pressure on land values and the resultant cost of the units built on the respective site(s). In addition, single family homes are selling to investors who can realize a higher return renting the units, resulting in a tighter housing market with higher rents and fewer affordable units.

In Cedar Falls, the University of Northern Iowa (UNI) has recently built more on-campus apartments, which may result in less demand for off-campus student housing and potentially a stabilization of the rental market. Previously, the student demand for off-campus housing had artificially inflated the off-campus market, making it more difficult for non-student households to find affordable housing. Cedar Falls has also experienced an influx of multi-family developments, which may also result in more units for a range of household incomes.

#### Cost of Housing

According to the Cedar Falls Comprehensive Plan (2012), the median value of owner-occupied housing in Cedar Falls rose by approximately 44% from 2000 to 2010. This is particularly notable when compared to housing value trends in Iowa and the country as a whole during this decade. The median owner-occupied housing value in Iowa stayed relatively constant from 2000 to 2010, while the median value for the U.S. decreased by almost 8%.

#### Lead-Based Paint Hazard:

In 2010, HUD estimated that as many as 4,456 housing units built prior to 1970 and occupied by low- and moderate-income households in Cedar Falls could contain lead-based paint.

#### Public and Assisted Housing:

The City of Cedar Falls has the authority for 326 Section 8 vouchers; however, available funding from HUD allows for only 215 (66%) to be made available for release to eligible applicants. There are no public housing units in Cedar Falls. In addition, Cedar Falls has two assisted housing developments. Cedar Square Family Housing has 70 total units with 70 assisted living units. The property was developed under the Section 8 New Construction (S8NC) Family housing program. College Square Manor, a HUD subsidized senior low-income housing apartment complex, contains 80 units.

**MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)**

**Introduction**

The Iowa Northland Regional Council of Governments (INRCOG) recently created a Comprehensive Economic Development Strategy for 2012-2017 that outlines the current economic environment in the region and the competitive advantages of the region. In addition, the report outlines recommendations to maintain and enhance the competitive advantages within the region. The report projects the future economic conditions, the available private and governmental resources, the political realities of the region and the business decisions that will be made by existing and future businesses in the region and beyond. The goal was to develop a comprehensive strategy, or roadmap, for the region to follow.

**Economic Development Market Analysis**

**Business Activity**

<b>Business by Sector</b>	<b>Number of Workers</b>	<b>Number of Jobs</b>	<b>Share of Workers %</b>	<b>Share of Jobs %</b>	<b>Jobs less workers %</b>
Agriculture, Mining, Oil & Gas Extraction	52	9	0	0	0
Arts, Entertainment, Accommodations	1,515	2,790	12	17	5
Construction	463	578	4	4	0
Education and Health Care Services	2,261	2,298	18	14	-4
Finance, Insurance, and Real Estate	900	990	7	6	-1
Information	196	136	2	1	-1
Manufacturing	2,403	1,673	19	10	-9
Other Services	427	434	3	3	-1
Professional, Scientific, Management Services	704	1,111	6	7	1
Public Administration	0	0	0	0	0
Retail Trade	1,813	2,701	14	16	2
Transportation and Warehousing	531	1,288	4	8	4
Wholesale Trade	607	976	5	6	1
<b>Total</b>	<b>11,872</b>	<b>14,984</b>	<b>--</b>	<b>--</b>	<b>--</b>

**Table 5 - Business Activity**

**Data** 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

**Source:**

## Item E.12.

The report highlighted the continued emphasis on infrastructure improvements, including transportation assets that will be necessary to maintain the region's ability to compete with more populated areas. Educational levels of the region are critical to provide the workers needed. Education, manufacturing and health care make up about half of the region's employment by industry classification. The region has identified certain assets, or clusters, to emphasize to spur the region's economic progress. Those clusters include advanced manufacturing, bio-fuels and alternative energy, food processing, information technology, logistics and distribution, and wind power. Each of those areas has significant assets within the region that have previously been important in development decisions of local and relocating businesses. Regional economic development professions are continuously promoting these strengths as they work with potential new businesses and units of local government.

### Cedar Falls Economic Development

#### Labor Force

Total Population in the Civilian Labor Force	22,095
Civilian Employed Population 16 years and over	20,582
Unemployment Rate	6.85
Unemployment Rate for Ages 16-24	22.79
Unemployment Rate for Ages 25-65	3.09

**Table 6 - Labor Force**

**Data** 2007-2011 ACS

**Source:**

Occupations by Sector	Number of People
Management, business and financial	4,916
Farming, fisheries and forestry occupations	1,107
Service	2,856
Sales and office	5,210
Construction, extraction, maintenance and repair	959
Production, transportation and material moving	613

**Table 7 – Occupations by Sector**

**Data** 2007-2011 ACS

**Source:**

#### Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,107	93%
30-59 Minutes	995	5%
60 or More Minutes	419	2%
<b>Total</b>	<b>19,521</b>	<b>100%</b>

**Table 8 - Travel Time**

**Data** 2007-2011 ACS

**Source:**

**Education:**

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	301	159	275
High school graduate (includes equivalency)	2,108	158	678
Some college or Associate's degree	3,589	138	806
Bachelor's degree or higher	6,641	35	922

**Table 9 - Educational Attainment by Employment Status**

**Data** 2007-2011 ACS

**Source:**

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	49	0	3	192	243
9th to 12th grade, no diploma	108	139	163	238	230
High school graduate, GED, or alternative	1,020	483	589	1,872	1,624
Some college, no degree	8,727	1,157	637	1,294	821
Associate's degree	813	497	478	494	156
Bachelor's degree	1,229	1,924	1,125	2,072	754
Graduate or professional degree	61	457	589	1,431	698

**Table 10 - Educational Attainment by Age**

**Data** 2007-2011 ACS

**Source:**

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	13,961
High school graduate (includes equivalency)	25,741
Some college or Associate's degree	26,307
Bachelor's degree	42,999
Graduate or professional degree	57,390

**Table 11 – Median Earnings in the Past 12 Months**

**Data** 2007-2011 ACS

**Source:**

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

## Item E.12.

The Manufacturing, Education and Health Care Services sectors are the largest employment sectors in Cedar Falls, which account for 36% of all jobs, as displayed in Table 82. The Retail sector accounted for the third largest number of jobs, with a 15% share of total jobs.

The data from the business activity chart shows that Cedar Falls is a job-center, drawing employees from areas throughout northern Iowa. While Cedar Falls has 13,913 jobs, it only has 11,555 workers. This data supports the findings from stakeholder interviews and economic reports that outline a need for more technically skilled workers (welders, CNC technicians, etc.).

### **Describe the workforce and infrastructure needs of the business community:**

The Comprehensive Economic Development Strategy outlined the workforce and infrastructure needs of the business community.

#### **Workforce**

The first goal identified in the strategy was to aggressively address the workforce needs of the region. These included the following:

- Offer or provide training for new workers
- Offer and provide re-training for existing or displaced workers

The region had an unemployment rate of 5.2% when the study was completed in June 2012. Although this was a relatively low unemployment rate there remained a drastic need for certain types of skill sets. There is a shortage of welders, CNC operators, commercial drivers' licensed (CDL) truck drivers and similarly skilled employees.

#### **Infrastructure**

Continued emphasis on infrastructure improvements, including transportation assets, will be necessary to maintain the region's ability to compete with more populated areas.

Infrastructure in the region is comprised of a number of different types of assets, including, but not limited to, transportation related assets including roads, streets, bridges, sidewalks, recreational trails, transit, and airports; water service assets including towers, treatment facilities, pumping stations, and distribution networks; sanitary sewer assets including collection, lifting, and treatment facilities; stormwater assets including collection, disbursement, and alternate forms of managing stormwater; industrial parks; and recreational assets including parks, swimming pools, and facilities.

For Cedar Falls (and Waterloo) specifically, CDBG resources are declining and the ability to address expensive infrastructure needs is limited. Federal and state resources have been accessed to address large-scale road transportation and infrastructure needs. Highway and road infrastructure improvements have been key to enhancing the marketability of industrial sites in the area, particularly at the two industrial parks in Cedar Falls: one near U.S. Route 218 and the other near Highway 58 (the new commercial corridor).



**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

As noted above, the two industrial parks in Cedar Falls have positively impacted the economy in the region due to the number of jobs created and the number of firms attracted to the facilities. This in turn has created new demand for industrial space and new firms interested in locating in the region. The industrial park near U.S. Route 218, for instance, has 175 companies with 7,000 employees. Previously, the site contained 27 companies with 800 employees. The site contains seven million square feet of space. Highway access and infrastructure are added benefits.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

See above.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

The Region VII Workforce Development Plan for 2013-2017 outlines workforce training needs for the region. A few of these have been noted above.

The Board is a collaborative group of business, education, economic development, labor, and government professionals that strive to ensure that the five- county region (including Black Hawk County) addresses the employment needs of businesses and job seekers so the Cedar Valley Region “will grow and prosper”.

The goals include the following:

- Increase and align education/training opportunities to meet current and future business and worker needs utilizing:
- Apprenticeships
- Internships
- Work experiences
- Job Shadowing
- Soft skills
- Career exploration
- Long-term and short-term training programs
- Other strategies to enhance essential skills

Activities include:

- Establish a work group to connect the targeted industry needs with education and training services in the region with the Regional Workforce Investment Board (RWIB)

## Item E.12.

- Evaluate the established skill-building and training services to meet the community need
- Identify career fields to expand the short-term training and internship opportunities established for manufacturing careers in the region.

According to the report, workforce development and economic development have always complimented and supported one another in the State of Iowa, but the partnership has been particularly strong in the Cedar Valley Region. In recent years, having a qualified labor pool has become an even more critical component for business expansion, and the challenge presented opportunities to strengthen current workforce development relationships and to develop new partnerships.

Iowa Workforce Development, Hawkeye Community College, Vocational Rehabilitation, and area economic developers have partnered on several workforce initiatives over the years. One of special interest in the community was the Discovered Resources Job Fair. The results of this annual collaborative effort featured 50 - 100 participating businesses and attracted over 1,000 job seekers.

### **Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

Yes

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

Yes. The Comprehensive Economic Development Strategy (CEDS) noted above provides a framework for economic development (and workforce development) policies in the region.

The direct investment of CDBG funds into economic development is limited due to the extensive resources needed for large-scale economic development initiatives. Nevertheless, Cedar Falls is supportive of such initiatives.

In addition, the Cedar Falls Industrial and Technology Park is managed by the City of Cedar Falls, and the city owns and develops properties for economic development purposes. Although CDBG funds aren't used for this purpose, the fact that the city is directly involved provides a framework for overall economic development and an understanding of the infrastructure needs for not only the residential areas of the city, but business and industrial areas as well.

### **Discussion**

See above.

**MA-50 Needs and Market Analysis Discussion****Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

There are areas in Cedar Falls with a concentration of multiple housing problems. Much of this information was included in MA-20, Condition of Housing. A concentration is defined as an area with multiple problems, including high vacancy rates, high renter occupancy, a deteriorated housing stock, and a high foreclosure rate.

In Cedar Falls, the North Cedar neighborhood might be an area for focused attention since it was the site of much of the flooding in 2008, though many residents don't want to be part of the city's water and sewer system.

The Cedar Falls 2020 strategic plan identifies neighborhoods that could be the focus of neighborhood revitalization plans, including North Cedar, College Hill and Overman Park. The Plan proposes a new mixed-use area and a location for higher density housing along the Center Street corridor, as part of an effort to attract new housing investment in an area that has lost a large amount of its population in the past ten years due to flooding and subsequent housing buyouts. The College Hill neighborhood, a residential area surrounding the UNI campus, contains a concentration of lower-rated housing, including a large number of rental units and single-family residences that have been converted to multi-family units. Many of these multi-family rental properties have been converted illegally and have not been brought up to current zoning, building, rental, and fire codes and safety regulations, and remain unsafe for the students.

**Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

HUD defines areas of racial or ethnic minority concentration as geographical areas where the percentage of minorities or ethnic persons is 10 percentage points higher than in the city overall.

In Cedar Falls, minority persons comprised 6.1% of the population. Therefore, an area of racial concentration includes the census tracts where the percentage of minority residents is 16.1% or higher. None of the LMI areas in Cedar Falls were also areas of racial and/or ethnic concentration.

**What are the characteristics of the market in these areas/neighborhoods?**

These neighborhoods are often characterized by higher vacancy rates, a greater number of dilapidated units, and lower income levels.

**Are there any community assets in these areas/neighborhoods?**

Cedar Falls continues to be a community with a strong business district, walkable neighborhoods, a university that provides educational opportunities in addition to jobs, and a strong employment base of both manufacturing and high-tech firms. Proximity to the rail network and highway system provides an advantage to Cedar Falls.

## **Item E.12.**

**Are there other strategic opportunities in any of these areas?**

See above.

**Strategic Plan**

**SP-05 Overview**

**Strategic Plan Overview**

***Geographic Priorities***

Cedar Falls will focus its resources in areas of each city that are in greatest need of improvement.

***Priority Needs***

Cedar Falls has identified affordable housing, community development, economic development, homelessness, and social services as priority needs for the next five years. High priorities for FY 2015-2019 include infrastructure improvements, public facility improvements, public services, and the development and maintenance of affordable housing.

***Influence of Market Conditions***

The high cost of housing in both cities in addition to the lack of buildable sites impacts the ability to build affordable housing in Cedar Falls.

***Anticipated Resources***

Cedar Falls anticipates receiving the following federal resources in FY ~~2015~~ 2018; estimated projections for ~~five~~ the final years of this Plan follow in parentheses:

Cedar Falls:

- CDBG: ~~\$249,953~~ \$233,553 (\$1.249 million)
- HOME: ~~\$75,000~~ \$41,901 (\$375,000): HOME Consortium Amount

# Item E.12.

## SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

### Geographic Area

#### Table 12 - Geographic Priority Areas

##### General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Priority CDBG funding areas in Cedar Falls include those areas where there is a high rate of low and moderate income (LMI) persons.

**SP-25 Priority Needs - 91.415, 91.215(a)(2)**

**Priority Needs**

**Table 13 – Priority Needs Summary**

<b>1</b>	<b>Priority Need Name</b>	Single Family Rehabilitation: CDBG
	<b>Priority Level</b>	High
	<b>Population</b>	Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Single Family Rehabilitation-Cedar Falls CDBG
	<b>Description</b>	Housing rehabilitation grants, emergency repair, handicapped accessibility and structural hazard removal grants are made to eligible low- and moderate- income households to preserve owner-occupied single-family housing stock.
	<b>Basis for Relative Priority</b>	Preserving the owner-occupied single-family housing stock continues to be a high priority.
	<b>2</b>	<b>Priority Need Name</b>
<b>Priority Level</b>		High
<b>Population</b>		Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
<b>Geographic Areas Affected</b>		
<b>Associated Goals</b>		Consumer Credit Counseling
<b>Description</b>		CDBG funds provided to assist with education on foreclosure prevention, home buyer education, and debt reduction.

## Item E.12.

	<b>Basis for Relative Priority</b>	Assisting residents with financial management skills remains a high priority.
3	<b>Priority Need Name</b>	Public Service: Human Rights Commission
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Services: Human Rights Educational Outreach
	<b>Description</b>	Cedar Falls will assist the Human Rights Commission to pay legal fees for low-income residents with human rights complaints or lawsuits.
	<b>Basis for Relative Priority</b>	Assisting persons with human rights concerns continues to be a high priority for the city.
4	<b>Priority Need Name</b>	Public Services: Family and Children's Council
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Services: Family and Children's Council
	<b>Description</b>	Family & Children's Council (FCC) is a non-profit organization whose mission is to prevent child abuse and strengthen families. FCC works towards its mission through prevention education programs in the schools, parent education, and support for families and training for professionals and community members.
	<b>Basis for Relative Priority</b>	Strengthening families through the prevention of child abuse continues to be a high priority for the city.



<b>5</b>	<b>Priority Need Name</b>	Emergency Shelter: Salvation Army
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Emergency Shelter: Homeless Prevention
	<b>Description</b>	The Salvation Army Emergency Shelter provides emergency housing to Cedar Falls persons experiencing homelessness.
	<b>Basis for Relative Priority</b>	Cedar Falls continues to place a high priority on addressing the emergency housing needs of homeless residents.
	<b>6</b>	<b>Priority Need Name</b>
<b>Priority Level</b>		High
<b>Population</b>		Extremely Low Low Moderate Middle Large Families Families with Children Public Housing Residents Families with Children
<b>Geographic Areas Affected</b>		
<b>Associated Goals</b>	Public Services: Boys and Girls Club (North Cedar)	

## Item E.12.

	<b>Description</b>	The Boys and Girls Club provides recreation alternatives for kids in the area. The Boys & Girls Clubs of the Cedar Valley has a long history and proud tradition of serving the youth who need the club most for over 40 years. With the changing demographics, increased poverty rates, increased single parent families and the day to day strain on Iowa families, demand has increased for the club.
	<b>Basis for Relative Priority</b>	Providing a healthy environment for kids continues to be a high priority for the city.
7	<b>Priority Need Name</b>	Public Services: Visiting Nurses Association
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Services: Visiting Nurses Association
	<b>Description</b>	The Visiting Nurses Association (VNA) provides a range of services to home-bound persons who need medical assistance.
	<b>Basis for Relative Priority</b>	The city will continue to support VNA.
	8	<b>Priority Need Name</b>
<b>Priority Level</b>		High

	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Services: Northeast Iowa Food Bank
	<b>Description</b>	The mission of Northeast Iowa Food Bank is to provide nutritious food and grocery products to nonprofit organizations and individuals in Northeast Iowa, while offering hunger education programs to the community and those in need.
	<b>Basis for Relative Priority</b>	The city will continue to support staff time at the walk-in pantry to maintain outreach efforts by the food bank.
<b>9</b>	<b>Priority Need Name</b>	Public Services: Pathway Behavioral Services
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Substance Abuse Persons with Alcohol or Other Addictions
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Services: Pathways Behavioral Services
	<b>Description</b>	Residential treatment services will be provided to qualified Cedar Falls residents.
	<b>Basis for Relative Priority</b>	The city will continue to support residential treatment for Cedar Falls residents.

# Item E.12.

10	<b>Priority Need Name</b>	Infrastructure Improvements: Neighborhood Facilities
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly Elderly Frail Elderly
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Infrastructure Imp: Neighborhood Facilities
	<b>Description</b>	Project funds are budgeted for use as assessment subsidies for income-eligible homeowners to connect to new water lines. Cedar Falls Utilities will pay for over-sizing, and CDBG funds will be made available to low-income homeowners for service line connections.
	<b>Basis for Relative Priority</b>	Enhancing the living environment through public facility improvements will maintain the quality of life in the community.
11	<b>Priority Need Name</b>	Facade Improvements
	<b>Priority Level</b>	High
	<b>Population</b>	Non-housing Community Development
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	College Hill and Downtown Facade Improvements
	<b>Description</b>	The project provides seed money to create a public/private partnership with property owners wishing to rehabilitate or restore commercial structures in the designated College Hill and Downtown districts.
	<b>Basis for Relative Priority</b>	Facade improvements are a high priority to maintain and enhance the business districts in College Hill and Downtown.
12	<b>Priority Need Name</b>	Public Facilities: Handicapped Access Improvements
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly Persons with Physical Disabilities

	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Facilities: Handicapped Access Improvements
	<b>Description</b>	Funds will be provided to improve handicapped access for residents. Project sites are still undetermined. All improvements will comply with ADA guidelines and be income eligible or meet applicable presumed benefit criteria.
	<b>Basis for Relative Priority</b>	Improving access for persons with disabilities continues to be a high priority for the city.
<b>13</b>	<b>Priority Need Name</b>	Improve Housing Stock: <del>CFU Weatherization</del> <u>Repair Program</u>
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Improve Housing Stock: <del>CFU Weatherization</del> <u>Repair Program</u>
	<b>Description</b>	<del>CFU Weatherization is an energy</del> <u>The Repair Program is a housing conservation</u> program for eligible low-income Cedar Falls homeowners. Funds will be used for weatherization and <del>energy</del> efficiency improvements.
	<b>Basis for Relative Priority</b>	Improving the <del>energy efficiency of the</del> housing stock is a high priority for the city.
<b>14</b>	<b>Priority Need Name</b>	Public Improvements: Sidewalk Reconstruction
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Improvements: Sidewalks
	<b>Description</b>	<del>The project assists low-income homeowners to meet the cost of sidewalk replacement required by Cedar Falls.</del>

## Item E.12.

	<b>Basis for Relative Priority</b>	Sidewalk improvements continue to be a priority for the city.
15	<b>Priority Need Name</b>	Demolition and Clearance
	<b>Priority Level</b>	High
	<b>Population</b>	Non-housing Community Development
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Demolition and Clearance
	<b>Description</b>	The primary purpose of the program is the demolition and clearance of dilapidated structures to eliminate specific conditions of blight or physical decay on a spot basis. Individual demolition clearance activities will be subject to CDBG eligibility verification.
	<b>Basis for Relative Priority</b>	Demolition and clearance of dilapidated structures remains a high priority for the city.

### Narrative (Optional)

**SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)**

**Introduction**

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	249,953	0	125,000	374,953	1,249,765	

**Table 14 - Anticipated Resources**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Comprehensive Plan. For instance, a total of \$5.9 million was leveraged by projects and agencies utilizing CDBG funds in 2012. The Façade Improvement Grant program requires a dollar-to-dollar match.

**If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan**

The City of Cedar Falls owns industrial property that allows the city flexibility in developing sites and encourages new firms to move to the industrial parks.

**Discussion**

See above.

# Item E.12.

## SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
SALVATION ARMY SHELTER	Subrecipient	Homelessness	Jurisdiction
BOYS AND GIRLS CLUB	Subrecipient	Non-homeless special needs public services	Jurisdiction
CONSUMER CREDIT COUNSELING SERVICES OF NORTHEAST IOWA	Subrecipient	Non-homeless special needs public services	Jurisdiction
VISITING NURSING ASSOCIATION	Subrecipient	Non-homeless special needs public services	Jurisdiction
IOWA HEARTLAND HABITAT FOR HUMANITY	CHDO	Ownership	Region

**Table 15 - Institutional Delivery Structure**

### Assess of Strengths and Gaps in the Institutional Delivery System

The housing and community development activities will be carried out through the cooperation of the local units of government, nonprofit organizations, private industry, and public institutions.

The close working relationship between the Black Hawk County Local Homeless Coordinating Board (LHCB) and Cedar Falls Low Rent Housing Agency reduces the potential for a service delivery gap between the public and non-profit organizations. A gap has been found to exist in the participation of private industry.

### Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	X
Legal Assistance	X		X
Mortgage Assistance			X
Rental Assistance			X
Utilities Assistance	X		X
<b>Street Outreach Services</b>			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services		X	



<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education			
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
<b>Other</b>			

**Table 16 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

As noted above, the close working relationship between the Black Hawk County Local Homeless Coordinating Board (LHCB) and Cedar Falls Low Rent Housing Agency reduces the potential for a service delivery gap between the public and non-profit organizations.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

See above.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

The Cedar Falls Housing Commission will continue to meet to provide strategies to minimize gaps in the service delivery system. The city works with multiple non-profit and private organizations to address a host of housing and non-housing community development needs and issues.

# Item E.12.

## SP-45 Goals - 91.415, 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Single Family Rehabilitation- Cedar Falls CDBG	2015	2019	Affordable Housing		Single Family Rehabilitation: CDBG	CDBG: \$800,000	Homeowner Housing Rehabilitated: <del>100</del> 50 Household Housing Units
2	Improve Housing Stock: CFU Weatherization Repair Program	2015	2019	Affordable Housing		Improve Housing Stock: CFU Weatherization Repair Program	CDBG: \$50,000	Homeowner Housing Rehabilitated: <del>40</del> 20 Household Housing Units
3	Infrastructure Imp: Neighborhood Facilities	2015	2019	Non-Housing Community Development		Infrastructure Improvements: Neighborhood Facilities		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 6 Households Assisted
4	Public Facilities: Handicapped Access Improvements	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities: Handicapped Access Imp	CDBG: \$19,500	Other: 5 Other
5	College Hill and Downtown Facade Improvements	2015	2019	Non-Housing Community Development		Facade Improvements	CDBG: \$58,500	Businesses assisted: <del>75</del> Businesses Assisted
6	Demolition and Clearance	2015	2019	Non-Housing Community Development		Demolition and Clearance	CDBG: \$19,500	Buildings Demolished: 5 Buildings

## Item E.12.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Public Improvements: Sidewalks	2015	2019	Affordable Housing		Public Improvements: Sidewalk Reconstruction	CDBG: \$19,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 40 Households Assisted
8	Consumer Credit Counseling	2014	2018	Public Services		Public Service: Debt Counseling (Cedar Falls)	CDBG: \$17,500	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
9	Public Services: Human Rights Educational Outreach	2015	2019	Public Services		Public Service: Human Rights Commission	CDBG: \$14,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
10	Public Services: Family and Children's Council	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Family and Children's Council	CDBG: \$17,550	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
11	Emergency Shelter: Homeless Prevention	2015	2019	Homeless		Emergency Shelter: Salvation Army	CDBG: \$18,725	Homeless Person Overnight Shelter: 250 Persons Assisted

## Item E.12.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	Public Services: Boys and Girls Club (North Cedar)	2015	2019	Public Services		Public Services: Boys and Girls Club	CDBG: \$24,175	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
14	Public Services: Visiting Nurses Association	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Visiting Nurses Association	CDBG: \$15,600	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
15	Public Services: Northeast Iowa Food Bank	2015	2019	Public Services		Public Services: Northeast Iowa Food Bank	CDBG: \$15,600	Public service activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
16	Public Services: Pathways Behavioral Services	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Pathway Behavioral Services	CDBG: \$16,375	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted

Table 17 – Goals Summary

**Goal Descriptions**

1	<b>Goal Name</b>	Single Family Rehabilitation-Cedar Falls CDBG
	<b>Goal Description</b>	Housing rehabilitation grants, emergency repair, handicapped accessibility and structural hazard removal grants are made to eligible low and moderate income households to preserve owner-occupied single-family housing stock
2	<b>Goal Name</b>	Improve Housing Stock: <del>CFU Weatherization</del> <u>Repair Program</u>
	<b>Goal Description</b>	The project provides an energy conservation program for eligible low-income Cedar Falls homeowners. Funds are used to provide energy-saving materials and equipment and program promotional materials.
3	<b>Goal Name</b>	Infrastructure Imp: Neighborhood Facilities
	<b>Goal Description</b>	Project funds are budgeted for use as assessment subsidies for income-eligible homeowners to connect to new public water lines. Cedar Falls Utilities will pay for oversizing, and CDBG funds will be made available to low and moderate income homeowners for service line connections.
4	<b>Goal Name</b>	Public Facilities: Handicapped Access Improvements
	<b>Goal Description</b>	CDBG funds are committed to provide handicapped access for residents where current access is not yet available. Project site is yet to be determined. All improvements will comply with ADA guidelines and be income-eligible or meet applicable presumed benefit criteria.
5	<b>Goal Name</b>	<del>College Hill and Downtown Facade Improvements</del>
	<b>Goal Description</b>	<del>Project provides seed money to create a public/private partnership with property owners wishing to rehabilitate or restore commercial structures in the designated College Hill and Downtown districts. Some loan closing costs may be eligible for funding.</del>
6	<b>Goal Name</b>	Demolition and Clearance
	<b>Goal Description</b>	The primary purpose of this project is the demolition and clearance of dilapidated structures aimed at eliminating specific conditions of blight or physical decay on a spot basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
7	<b>Goal Name</b>	<del>Public Improvements: Sidewalks</del>
	<b>Goal Description</b>	<del>Project assists low-income homeowners in meeting the cost of sidewalk replacement required by the City of Cedar Falls.</del> -
8	<b>Goal Name</b>	Consumer Credit Counseling
	<b>Goal Description</b>	Project provides housing counseling services for residents of Cedar Falls and sponsors classes promoting literacy to enable residents to become more self-sufficient. The classes provide pertinent information regarding money management skills and credit education.
9	<b>Goal Name</b>	Public Services: Human Rights Educational Outreach
	<b>Goal Description</b>	Program provides funding for human rights educational outreach services to income-eligible groups. Services will need to be provided to groups consisting of at least 51% LMI.

## Item E.12.

10	<b>Goal Name</b>	Public Services: Family and Children's Council
	<b>Goal Description</b>	Agency provides child abuse prevention services, all of which have impact on low- or moderate- income residents of Cedar Falls. Project funds the Parent Connection, which matches high-risk parents with trained volunteer mentors.
11	<b>Goal Name</b>	Emergency Shelter: Homeless Prevention
	<b>Goal Description</b>	The primary function of this agency is to provide shelter, food and clothing to women and children in need of housing and assistance. Counseling is provided regarding residential and employment opportunities and other agency assistance available.
13	<b>Goal Name</b>	Public Services: Boys and Girls Club (North Cedar)
	<b>Goal Description</b>	The project provides a structured program in a safe environment at North Cedar School. Low- and moderate- income children interact with adult professionals in a supervised program after school and during summer vacation.
14	<b>Goal Name</b>	Public Services: Visiting Nurses Association
	<b>Goal Description</b>	Public health nursing services are made available to Cedar Falls residents on a sliding fee scale, including no-cost service for the elderly. Services are provided to LMI clients with incomes verified accordingly.
15	<b>Goal Name</b>	Public Services: Northeast Iowa Food Bank
	<b>Goal Description</b>	Project activities include the provision of Crisis Food Boxes to families in emergencies, supplemental food boxes and nutrition education and food to children through the Kids Cafe program.
16	<b>Goal Name</b>	Public Services: Pathways Behavioral Services
	<b>Goal Description</b>	Program services include delivery of substance abuse services through outpatient counseling, halfway house residential treatment, adult transitional housing and comprehensive prevention education.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

See data in above tables. This report is for a HOME Consortium, not a state.

**SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)**

**Actions to address LBP hazards and increase access to housing without LBP hazards**

Cedar Falls will continue to work with local, county and other government agencies to achieve lead safe homes. The Black Hawk County Public Health Department is available to assist the city with risk assessments and clearance testing on the housing units. Lead-based paint clearance testing is performed in conjunction with housing rehabilitation projects in Cedar Falls.

**How are the actions listed above integrated into housing policies and procedures?**

See above.

## **Item E.12.**

### **SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)**

#### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing, homelessness prevention and emergency food and shelter.

The Consortium works to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock and helping citizens build assets of all kinds: human, social, financial, physical and natural. To this end, the Consortium has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency.

In addition, the economic development efforts in Cedar Falls will create more job opportunities for area residents and potentially reduce the poverty level in the area. These economic development efforts include the City of Cedar Fall's industrial park development. Also, The Iowa Northland Regional Council of Governments (INRCOG) recently created a Comprehensive Economic Development Strategy for 2012-2017 which provides a framework for economic development and workforce training for the region.

#### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?**

See above text.



**SP-80 Monitoring - 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Cedar Falls has a number of requirements to ensure the integrity of the CDBG and HOME programs. Each agency included in the fiscal year budget executes a contract agreement with the City that includes the time of performance, agency and program budgets, and projected goals and accomplishments. Environmental impacts of project activities are reviewed, if applicable. Timeliness of expenditures is discussed with program recipients at the beginning of each fiscal year when annual contracts are executed.

Each agency must submit quarterly performance reports to the city in order to receive program funding. These reports include timeframe of performance, number of persons or households served, and pertinent racial, ethnic and household data as it applies to meeting national objectives relating to benefits to low- and moderate- income recipients. Census information is included in the reports as well as notations on any female-headed households assisted. All bills payable must be approved by City Council prior to disbursement so that program accountability is maintained.

In addition, an on-site monitoring visit is conducted at least annually with agency sub-recipients to review program compliance and performance. Criteria include budget review, designated job responsibilities, and method of client intake and record retention. In addition, agency audits are reviewed with the recipient. Any monitoring findings must be resolved prior to issuing additional payments.

City staff maintains frequent contact with agencies in order to successfully administer the program.

In accordance with HUD's Community Planning and Development Notice 03-09, the city has developed a Performance Measurement System designed to measure both the productivity and impact of the CDBG Program. In accordance with the HUD Training Manual and Guidebook Community Planning and Development Outcome Performance Measurement Framework, Cedar Falls has incorporated HUD's recommended system into their respective Annual Plans and Consolidated Annual Performance and Evaluation Reports (CAPER).

In order to ensure long-term compliance with program and comprehensive planning requirements, Cedar Falls will annually prepare its CAPER to include a review process to determine whether the specific objectives outlined in this CP are being met. Further, this review will be an opportunity to assess if the strategic plan goals continue to address community priorities for housing and community development and if adequate resources are available to meet the objectives.

# Item E.12.

## Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	249,953	0	125,000	374,953	1,249,765	

**Table 18 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Comprehensive Plan. For instance, a total of \$5.9 million was leveraged by projects and agencies utilizing CDBG funds in 2012. The Façade Improvement Grant program requires a dollar-to-dollar match.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Cedar Falls owns industrial property that allows the city flexibility in developing sites and encourages new firms to move to the industrial parks.

### Discussion

See above.

**Annual Goals and Objectives**

**AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Single Family Rehabilitation- Cedar Falls CDBG	2015	2019	Affordable Housing			CDBG: \$ <del>160,000</del> <u>\$86,000</u>	Homeowner Housing Rehabilitated: <del>12</del> <u>3</u> Household Housing Units
2	Improve Housing Stock: CFU Weatherization Repair Program	2015	2019	Affordable Housing		Improve Housing Stock: CFU Weatherization Repair Program	CDBG: \$ <del>10,000</del> <u>\$30,000</u>	Homeowner Housing Rehabilitated: <del>2</del> <u>3</u> Household Housing Units
3	Infrastructure Imp: Neighborhood Facilities	2015	2019	Non-Housing Community Development		Infrastructure Improvements: Neighborhood Facilities	CDBG: \$5,053	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5 Persons Assisted
4	Public Facilities: Handicapped Access Improvements	2015	2019	Non-Homeless Special Needs Non-Housing Community Development		Public Facilities: Handicapped Access Imp	CDBG: \$10,000 <u>\$0</u>	Other: 1 Other
5	College Hill and Downtown Facade Improvements	2015	2019	Non-Housing Community Development		Facade Improvements	CDBG: \$17,500	Facade treatment/business building rehabilitation: 20 Business
6	Demolition and Clearance	2015	2019	Non-Housing Community Development		Demolition and Clearance	CDBG: \$ <del>5,000</del> <u>\$0</u>	Buildings Demolished: 1 Buildings

# Item E.12.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Public Improvements: Sidewalks	2015	2019	Affordable Housing		Public Improvements: Sidewalk Reconstruction	CDBG: \$5,000	Other: 8 Other
8	Consumer Credit Counseling	2015	2019	Public Services		Public Service: Debt Counseling (Cedar Falls)	CDBG: \$3,500 <u>\$2,000</u>	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted
9	Public Services: Human Rights Educational Outreach	2015	2019	Public Services		Public Service: Human Rights Commission	CDBG: \$3,600	Public service activities other than Low/Moderate Income Housing Benefit: 2 Persons Assisted
10	Public Services: Family and Children's Council	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Family and Children's Council	CDBG: \$4,500 <u>\$5,720</u>	Public service activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
11	Emergency Shelter: Homeless Prevention	2015	2019	Homeless		Emergency Shelter: Salvation Army	CDBG: \$6,000 <u>\$7,040</u>	Homelessness Prevention: 75 Persons Assisted
12	Public Services: Northeast Iowa Food Bank	2015	2019	Public Services		Public Services: Northeast Iowa Food Bank	CDBG: \$4,700 <u>\$6,160</u>	Public service activities other than Low/Moderate Income Housing Benefit: 1,500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	Public Services: Boys and Girls Club (North Cedar)	2015	2019	Public Services		Public Services: Boys and Girls Club	CDBG: \$5,100	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted
14	Public Services: Visiting Nurses Association	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Visiting Nurses Association	CDBG: \$5,100 <u>\$3,520</u>	Public service activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
15	Public Services: Pathways Behavioral Services	2015	2019	Non-Homeless Special Needs Public Services		Public Services: Pathway Behavioral Services	CDBG: \$4,900 <u>\$5,280</u>	Public service activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted

**Table 19 – Goals Summary**

**Goal Descriptions**

1	<b>Goal Name</b>	Single Family Rehabilitation-Cedar Falls CDBG
	<b>Goal Description</b>	
2	<b>Goal Name</b>	Improve Housing Stock: <del>CFU Weatherization</del> <u>Repair Program</u>
	<b>Goal Description</b>	
3	<b>Goal Name</b>	Infrastructure Imp: Neighborhood Facilities
	<b>Goal Description</b>	
4	<b>Goal Name</b>	Public Facilities: Handicapped Access Improvements
	<b>Goal Description</b>	
5	<b>Goal Name</b>	College Hill and Downtown Facade Improvements
	<b>Goal Description</b>	
6	<b>Goal Name</b>	Demolition and Clearance
	<b>Goal Description</b>	
7	<b>Goal Name</b>	Public Improvements: Sidewalks
	<b>Goal Description</b>	

## Item E.12.

8	<b>Goal Name</b>	Consumer Credit Counseling
	<b>Goal Description</b>	
9	<b>Goal Name</b>	Public Services: Human Rights Educational Outreach
	<b>Goal Description</b>	
10	<b>Goal Name</b>	Public Services: Family and Children's Council
	<b>Goal Description</b>	
11	<b>Goal Name</b>	Emergency Shelter: Homeless Prevention
	<b>Goal Description</b>	
12	<b>Goal Name</b>	Public Services: Northeast Iowa Food Bank
	<b>Goal Description</b>	
13	<b>Goal Name</b>	<del>Public Services: Boys and Girls Club (North Cedar)</del>
	<b>Goal Description</b>	
14	<b>Goal Name</b>	Public Services: Visiting Nurses Association
	<b>Goal Description</b>	
15	<b>Goal Name</b>	Public Services: Pathways Behavioral Services
	<b>Goal Description</b>	

**AP-35 Projects - 91.420, 91.220(d)**

**Introduction**

The Annual Action Plan reflects Cedar Fall’s funding priorities and identifies projects that the city proposes to implement with CDBG and HOME funds. The funding is allocated to the community's highest priority needs.

#	Project Name
1	Housing Rehabilitation
2	<del>CFU Weatherization Repair Program</del>
3	Neighborhood Facilities: Infrastructure Improvements
4	Handicapped Access Improvements
5	<del>Facade Improvement Program</del>
6	Demolition and Clearance
7	<del>Sidewalk Reconstruction</del>
8	Consumer Credit Counseling Service of Northeastern Iowa
9	<del>Human Rights Commission</del>
10	Family and Children's Council
11	Salvation Army Shelter
12	<del>Boys and Girls Club</del>
13	Visiting Nurses Association
14	Northeast Iowa Food Bank
15	Pathways Behavioral Services
16	Iowa Heartland Habitat for Humanity FY2015
17	CDBG Administration
18	Housing Rehabilitation Administration

**Table 20 – Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The primary obstacle to meeting underserved needs is the limited resources available to address identified priorities. Cedar Falls, like many cities in Iowa, continues a long and arduous process of flood recovery. As a result, the city’s financial and staff resources continue to be invested heavily in flood damage mitigation, which limits other resources available for other housing and community development projects. This focus on closing out disaster recovery programs will likely continue through the city's 2015 budget year.

# Item E.12.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Housing Rehabilitation
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <b>\$86,000</b>
	<b>Description</b>	Housing rehabilitation grants, emergency repair, handicapped accessibility and structural hazard removal grants are made to eligible low and moderate income households to preserve owner-occupied single-family housing.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Housing rehabilitation grants, emergency repair, handicapped accessibility and structural hazard removal grants are made to eligible low and moderate income households to preserve owner-occupied single-family housing stock.
2	<b>Project Name</b>	<u>CFU Weatherization Repair Program</u>
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <del>\$7,800</del> <u>\$30,000</u>
	<b>Description</b>	<del>Weatherization.</del> <u>Repairs and improvements to housing stock</u>
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	<del>Weatherize</del> <u>Provide repairs to homes.</u>
3	<b>Project Name</b>	Neighborhood Facilities: Infrastructure Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	Infrastructure Imp: Neighborhood Facilities
	<b>Needs Addressed</b>	Infrastructure Improvements: Neighborhood Facilities
	<b>Funding</b>	CDBG: \$5,063
	<b>Description</b>	Project funds are budgeted for use as assessment subsidies for income-eligible homeowners to connect to new water lines. Cedar Falls Utilities will pay for over-sizing, and CDBG funds will be made available to low-income homeowners for service line connections.



	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>4</b>	<b>Project Name</b>	Handicapped Access Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities: Handicapped Access Improvements
	<b>Needs Addressed</b>	Public Facilities: Handicapped Access Imp
	<b>Funding</b>	CDBG: \$10,000; <b>\$0</b>
	<b>Description</b>	Funds will be provided to improve handicapped access for residents. Project sites are still undetermined. All improvements will comply with ADA guidelines and be income eligible or meet applicable presumed benefit criteria.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>5</b>	<b>Project Name</b>	Facade Improvement Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	College Hill and Downtown Facade Improvements
	<b>Needs Addressed</b>	Facade Improvements
	<b>Funding</b>	CDBG: \$17,500
	<b>Description</b>	The project provides seed money to create a public/private partnership with property owners wishing to rehabilitate or restore commercial structures in the designated College Hill and Downtown districts.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>6</b>	<b>Project Name</b>	Demolition and Clearance
	<b>Target Area</b>	
	<b>Goals Supported</b>	Demolition and Clearance
	<b>Needs Addressed</b>	Demolition and Clearance
	<b>Funding</b>	CDBG: \$5,000; <b>\$0</b>

# Item E.12.

	<b>Description</b>	The primary purpose of the program is the demolition and clearance of dilapidated structures to eliminate specific conditions of blight or physical decay on a spot basis. Individual demolition clearance activities will be subject to CDBG eligibility verification.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
7	<b>Project Name</b>	Sidewalk Reconstruction
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Improvements: Sidewalks
	<b>Needs Addressed</b>	Public Improvements: Sidewalk Reconstruction
	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	The project assists low income homeowners to meet the cost of sidewalk replacement required by Cedar Falls.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
8	<b>Project Name</b>	Consumer Credit Counseling Service of Northeastern Iowa
	<b>Target Area</b>	
	<b>Goals Supported</b>	Consumer Credit Counseling
	<b>Needs Addressed</b>	Public Service: Debt Counseling (Cedar Falls)
	<b>Funding</b>	CDBG: <del>\$3,500</del> \$2,000
	<b>Description</b>	Provide financial education classes, financial counseling and family support services to Cedar Fall residents.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
9	<b>Project Name</b>	<del>Human Rights Commission</del>
	<b>Target Area</b>	
	<b>Goals Supported</b>	<del>Public Services: Human Rights Educational Outreach</del>
	<b>Needs Addressed</b>	<del>Public Service: Human Rights Commission</del>
	<b>Funding</b>	CDBG: <del>\$3,600</del>

	<b>Description</b>	Cedar Falls will assist the Human Rights Commission with legal fees for persons with human rights complaints.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>10</b>	<b>Project Name</b>	Family and Children's Council
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Family and Children's Council
	<b>Needs Addressed</b>	Public Services: Family and Children's Council
	<b>Funding</b>	CDBG: <del>\$4,500</del> <u>\$5,720</u>
	<b>Description</b>	Family & Children Council (FCC) is a non-profit organization whose mission is to prevent child abuse and strengthen families. FCC works towards its mission through prevention education programs in the schools, parent education, and support for families and training for professionals and community members.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>11</b>	<b>Project Name</b>	Salvation Army Shelter
	<b>Target Area</b>	
	<b>Goals Supported</b>	Emergency Shelter: Homeless Prevention
	<b>Needs Addressed</b>	Emergency Shelter: Salvation Army
	<b>Funding</b>	CDBG: <del>\$6,000</del> <u>\$7,040</u>
	<b>Description</b>	The Salvation Army Emergency Shelter provides emergency housing to Cedar Falls persons experiencing homelessness.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>12</b>	<b>Project Name</b>	<del>Boys and Girls Club</del>
	<b>Target Area</b>	
	<b>Goals Supported</b>	<del>Public Services: Boys and Girls Club (North Cedar)</del>
	<b>Needs Addressed</b>	<del>Public Services: Boys and Girls Club</del>

# Item E.12.

	<b>Funding</b>	CDBG: \$5,100
	<b>Description</b>	The Boys and Girls Club provides recreation alternatives for kids in the area. The Boys & Girls Clubs of the Cedar Valley has a long history and proud tradition of serving the youth who need the club most for over 40 years. With the changing demographics, increased poverty rates, increased single parent families and the day to day strain on Iowa families, demand has increased for the club.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>13</b>	<b>Project Name</b>	Visiting Nurses Association
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Visiting Nurses Association
	<b>Needs Addressed</b>	Public Services: Visiting Nurses Association
	<b>Funding</b>	CDBG: <del>\$5,100</del> \$3,520
	<b>Description</b>	The Visiting Nurses Association provides a range of services to home-bound persons who need medical assistance.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>14</b>	<b>Project Name</b>	Northeast Iowa Food Bank
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Northeast Iowa Food Bank
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <del>\$4,700</del> \$6,160
	<b>Description</b>	The mission of the Northeast Iowa Food Bank is to provide nutritious food and grocery products to nonprofit organizations and individuals in Northeast Iowa. Cedar Falls will provide funds for staff time at the walk-in pantry.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	

15	<b>Project Name</b>	Pathways Behavioral Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services: Pathways Behavioral Services
	<b>Needs Addressed</b>	Public Services: Pathway Behavioral Services
	<b>Funding</b>	CDBG: <del>\$4,900</del> <u>\$5,280</u>
	<b>Description</b>	Program services include substance abuse services through outpatient counseling, halfway house residential treatment, adult transitional housing and comprehensive prevention education.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
16	<b>Project Name</b>	Iowa Heartland Habitat for Humanity FY2015
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	÷
	<b>Description</b>	Community Housing Development Organization (CHDO) allocation for new construction housing/rehabilitation/or to purchase a lot.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
17	<b>Project Name</b>	CDBG Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: <del>\$49,990</del> <u>\$45,500</u>
	<b>Description</b>	Administration of CDBG program.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
18	<b>Project Name</b>	Housing Rehabilitation Administration
	<b>Target Area</b>	

## Item E.12.

<b>Goals Supported</b>	
<b>Needs Addressed</b>	
<b>Funding</b>	CDBG: <del>\$374,953</del> <u>\$41,333</u>
<b>Description</b>	Rehab Administration.
<b>Target Date</b>	
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
<b>Location Description</b>	
<b>Planned Activities</b>	

**AP-50 Geographic Distribution - 91.420, 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Priority CDBG funding areas in Cedar Falls include those areas where there is a high rate of low- and moderate- income persons.

The Cedar Falls 2020 Strategic Plan identified neighborhoods that could be the focus of neighborhood revitalization plans, including North Cedar, College Hill and Overman Park. The College Hill area contains a higher percentage of minority households that have disproportionately greater housing needs and problems.

**Geographic Distribution**

Target Area	Percentage of Funds

**Table 21 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

The following tables present information regarding LMI persons in Cedar Falls. Generally, the LMI percentage required for CDBG eligibility is 51% of residents. However, due to the low prevalence of LMI areas within Cedar Falls, HUD has established an “exception criteria” that lowers the LMI percentage requirement to 41.1%. As a result, HUD determined that there were 12,151 low-moderate income persons in Cedar Falls, equivalent to 38.5% of the population for which this rate is calculated. Three census tracts were noted to have LMI percentages that exceed the 41.1% exception criteria established by HUD.

**Discussion**

A chart is attached in the overall appendices showing the LMI areas in the City of Cedar Falls.

# Item E.12.

AP-85 Other Actions - 91.420, 91.220(k)



**Introduction**

See below.

**Actions planned to address obstacles to meeting underserved needs**

As described earlier, the primary obstacle to meeting underserved needs is the limited resources available to address identified priorities. Cedar Falls, like many cities in Iowa, continues a long and arduous process of flood recovery. As a result, the City's financial and staff resources continue to be invested heavily in flood damage mitigation, which limits other resources available for other housing and community development projects. This focus on closing out disaster recovery programs will likely continue through the City's 2015 budget year.

In addition, the city will be working on an Analysis of Impediment to Fair Housing Choice (AI) with Waterloo in 2014 that may identify policies that are impediments to housing choice for members of the protected classes.

The city will continue to work with area social service agencies and providers to address obstacles to meeting underserved needs. Declining resources has been a key impediment to addressing needs.

**Actions planned to foster and maintain affordable housing**

Cedar Falls continues to work to foster and maintain affordable housing. The city operates a Housing Rehabilitation program to assist qualified home owners with substantial rehabilitation or emergency repairs to existing units. In addition, Consumer Credit Counseling provides financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new affordable housing and rehabilitation. All of these programs help to maintain affordable housing in the city.

**Actions planned to reduce lead-based paint hazards**

Cedar Falls will continue to work with local, county and other government agencies to achieve lead safe homes. The Black Hawk County Public Health Department is available to assist the city with risk assessments and clearance testing on the housing units. Lead-based paint clearance testing is performed in conjunction with housing rehabilitation projects in Cedar Falls.

**Actions planned to reduce the number of poverty-level families**

The City of Cedar Falls works to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock and helping citizens build assets of all kinds: human, social, financial, physical and natural. To this end, Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing, homelessness prevention and emergency food and shelter. Additionally, the City administers programs that aim to mitigate poverty and the problems associated with it.

**Actions planned to develop institutional structure**

## **Item E.12.**

The housing and community development activities will be carried out through the cooperation of the local units of government, nonprofit organizations, private industry, and public institutions.

The close working relationship between the Black Hawk County Local Homeless Coordinating Board (LHCB) and the Cedar Falls Low Rent Housing Agency reduces the potential for a service delivery gap between the public and non-profit organizations. A gap has been found to exist in the participation of private industry.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

See above response.

### **Discussion**

See above.

**Program Specific Requirements**

**AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)**

**Introduction**

See below.

**Community Development Block Grant Program (CDBG)  
Reference 24 CFR 91.220(I)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

**Other CDBG Requirements**

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

**Discussion**

The low-mod certification is for Program Years 2012, 2013, and 2014.

# Item E.12.

## Appendix - Alternate/Local Data Sources



**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

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**MEMORANDUM**

**TO:** Honorable Mayor Jim Brown and City Council

**FROM:** Craig J. Witry, Building Official

**DATE:** February 20, 2018

**RE:** Proposed Adoption of the 2017 National Electrical Code and Amendments

The Department of Community Development would like to request that a public hearing be scheduled for March 19, 2018 to consider adopting the 2017 National Electrical Code and Amendments.

The proposed 2017 National Electrical Code and Amendments are available for review at the City Clerk's Office or Inspection Services of Community Development.

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

CW:dp

xc: Stephanie Houk Sheetz, Director of Developmental Services  
Kevin Rogers, City Attorney  
Ron Gaines, City Administrator

# Item E.14.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 7-49, NATIONAL ELECTRICAL CODE ADOPTION, AND SECTION 7-50, NATIONAL ELECTRICAL CODE AMENDMENTS, OF DIVISION 1, GENERALLY, OF ARTICLE III, ELECTRICAL REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 7-49, NATIONAL ELECTRICAL CODE ADOPTION, ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, AND NEW SECTION 7-50, NATIONAL ELECTRICAL CODE AMENDMENTS, MAKING AMENDMENTS TO THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Section 7-49, National Electrical Code Adoption, of Division 1, Generally, of Article III, Electrical regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-49, National Electrical Code Adoption, is enacted in lieu thereof, as follows:

**Sec. 7-49. - National Electrical Code adoption.**

(a) The 2017 Edition of the National Electrical Code, including Article 90, Chapters 1 through 9, and Annex A, B, C, D and H, inclusive, as published by the National Electrical Code Committee, and adopted by the National Fire Protection Association, is hereby adopted by reference and is effective as if fully set forth in this article. Where, in any specific case, different sections of this article specify different materials, methods of construction or requirements, the most restrictive shall govern.

(b) An official copy of the code adopted by this article, including a certificate by the city clerk as to its adoption and effective date, is on file in the office of the city clerk, in either hardbound or electronic version, available for public inspection.

*Section 2.* Section 7-50, National Electrical Code Amendments, of Division 1, Generally, of Article III, Electrical regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-50, National Electrical Code Amendments, is enacted in lieu thereof, as follows:

**Sec. 7-50. - National Electrical Code amendments.**

The provisions of this section specify certain amendments, by deletion, addition or substitution of the 2017 edition of the National Electrical Code. Where this section states that an article, subsection, enumeration or exception is deleted, only the specific article, subsection, enumeration or exception is deleted. Where this section states that an article or subsection is deleted in its entirety, all references listed thereafter associated with this specific article (with subsections, enumerations and exceptions) or subsection (with enumerations and exceptions) are deleted.

**2017 NEC Chapter 2 Amendments**

~~(1) Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):~~

~~a. Exception No. 1 to (2): Receptacles that are not readily accessible.~~

~~b. Exception No. 2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord and plug connected in accordance with 400.7(A)(6), (A)(7), or (A)(8).~~

~~Receptacles installed under exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52(G).~~

~~(2) Add the following exceptions to section 210.8, paragraph (A), subparagraph (5):~~

~~a. Exception No. 2 to (5): Receptacles that are not readily accessible.~~

~~b. Exception No. 3. to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord and plug connected in accordance with 400.7(A)(6), (A)(7), or (A)(8).~~

~~Receptacles installed under exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52(G).~~

~~(3) 210.11(C)(3) Bathroom Branch Circuits, is amended by deleting the italicized paragraph entitled "Exception" in its entirety.~~

(4) Section 210.12 (D) is deleted in its entirety.

~~(5) Delete the exception to section 220.12 and insert in lieu thereof the following exception:  
Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.~~

~~(6) 230.30 Insulation, is amended by deleting the italicized paragraph entitled "Exception".~~

## Item E.14.

- ~~(7) 230.40 The first paragraph shall be amended by adding the following, "The following exceptions may be allowed after review by the Authority Having Jurisdiction".~~
- ~~(8) 230.43 Wiring Methods for 600 Volts, Nominal, or Less, is amended by deleting items (1) and (6), and by adding the following as a new unnumbered paragraph at the end of the enumerated paragraphs: "Only items (3) Rigid metal conduit and (4) Intermediate metal conduit may be concealed inside the building. If meter and service panel are directly back to back, it is not considered concealed."~~
- (9) 230.50(A) Underground Service-Entrance Conductors is deleted in its entirety and the following sentence is substituted therefor: "Underground service-entrance conductors shall be installed in a raceway not less than two feet underground."
- ~~(10) 250.52(A)(5) Rod and Pipe Electrodes, is deleted in its entirety and the following is substituted therefor: "Rod electrodes shall be not less than 2.5 m (8 ft.) in length, not less than 15.87 mm (5/8 in.) in diameter, and shall be copper clad or equivalent."~~
- ~~(11) 250.70 Methods of Grounding and Bonding Conductor Connection to Electrodes, is amended by deleting item (1), deleting from item (2) the words, "or plain or malleable iron".~~
- ~~(12) 250.118 Types of Equipment grounding Conductors, is amended by deleting items (5), (6), and (7).~~

### 2017 NEC Chapter 3 Amendments

- (1) 300.13(B) Device Removal, is deleted in its entirety and the following is substituted therefor: "(B) Device Removal. In all circuits, the continuity of conductors shall not be dependent upon device connections where the removal of such devices would interrupt continuity."
- ~~(2) 310.15(B)(7) is deleted in its entirety.~~

### 2017 NEC Chapter 4 Amendments

- (1) Section 406.4 (D)(4) is deleted in its entirety.

### 2017 NEC Annex H Amendments

- (1) 80.9(C) Additions, Alterations or Repairs is amended by adding the following:
- (1) It is prohibited by this ordinance to perform any repair to, add to, or revamp any residential services less than 60 ampere.
- (2) 80.13 Authority, subparagraph (13), is amended by inserting a period after the words "ready for inspection," and deleting the words, "and shall conduct the inspection within \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ days."
- (3) 80.15. Electrical Board, is deleted in its entirety and the following is substituted therefor: BOARD OF ELECTRICAL APPEALS



(A) Membership; Appointment of Members; Term of Office.

- (1) The board of electrical appeals shall consist of five members: one member of the city council, appointed each year, two members from the electrical contractors of the city, one journeyman electrician and one public member, each appointed for a period of four years. The electrical inspector shall serve as secretary to the board but is non-voting. Appointments are made by the Mayor with the approval of the city council. Should a vacancy in the board occur, it shall be the duty of the secretary of the board to notify the Mayor of the vacancy, and the Mayor and city council shall, at a regular meeting, as soon as possible thereafter, appoint a new member to the board to fill the vacancy for the unexpired term.
- (2) Expiration of appointments, except for the city council member, shall be staggered so that one member is appointed or reappointed each year. Terms of appointment shall expire on December 31. If the Mayor and city council fail to appoint at the scheduled time, the expired term member(s) will be held over until re-appointment or replacement.
- (3) The members of the board of electrical appeals shall serve without compensation.
- (4) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of this ordinance who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his or her current term and the member's non-reappointment by the mayor to an additional term.

(B) Meetings; Records.

- (1) All meetings of the board of electrical appeals are open to the public and shall be held in the council chambers or other location indicated in a public notice posted 24 hours prior to any meeting.
- (2) Three members of the board shall constitute a quorum for the transacting of all business, but any action taken by the board shall require a majority vote of all members of the board.
- (3) The board shall annually elect one of its members as chairperson of the board.
- (4) The secretary of the board shall keep a record of the board meetings.

(C) Appeals.

## Item E.14.

- (1) Any person shall have the right to register an appeal with the board of electrical appeals for a review of any decision of the electrical inspector, provided that such appeal is made in writing within ten days after having been notified of such decision by the electrical inspector. Upon receipt of such appeal, the board of appeals shall proceed to determine whether the action of the electrical inspector complies with this article, and shall make a decision in accordance with its findings within ten days of receiving the appeal. No appeal shall be considered unless the appeal is filed within a period of ten days. The Board of Appeals shall have no authority to waive requirements of this code.
- (2) An appeal to the city council of any ruling of the board shall be made by filing a written notice of such appeal with the city clerk within ten days from the date of the ruling being appealed. The council shall give the appellant and the board a minimum of five (5) days written notice by certified mail of the date, time and location of hearing of said appeal. All interested persons shall be given the opportunity to be heard at such hearing and the city council may affirm, modify or overrule the action of the board based upon the evidence submitted before the city council.
- (4) 80.19(D) Annual Permits is deleted in its entirety.
- (5) 80.19(F) Inspection and Approvals, subparagraph(3), is amended by deleting the words "or until \_\_\_\_\_ days have elapsed from the time of such notification".
- (6) 80.23 (B) Penalties, subparagraph(3), is deleted in its entirety, and replaced with the following:

80.23 (B)(3) *Investigation.* Whenever any work for which a permit is required by this Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

80.23 (B)(4) *Fee.* An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this Code. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law.
- (7) 80.25 (C), Notification, is deleted in its entirety.
- (8) 80.27 Inspector's Qualifications, is amended by deleting said section in its entirety and substituting the following therefor: 80.27 Inspector's Qualifications.
  - (A) The office of the electrical inspector, within the inspection services division of the department of community development of the city, is hereby created, and such inspector is hereby authorized, directed and empowered to inspect any and all buildings, tents and other structures, public and private, and, as provided in this article, to condemn and order

removed or remodeled and put into proper and safe condition for the prevention of fire and for safety to life and property, all electrical equipment installations and connections of electrical current for light, heat and power purposes, and to control the disposition and arrangement of such equipment so that persons and property shall not be in danger therefrom.

(B) The electrical inspector shall be appointed by the director of community development, after recommendation of the building official, and shall be directly responsible to the building official.

(C) The appointee shall be qualified as an electrical inspector, as determined by any State of Iowa requirements, the job classification and the civil service commission.

(9) New Section 80.28 Licensing is added as follows:

(A) Licenses required.

(1) Electrical licenses shall be governed by Iowa Code Chapter 103.

(2) All electrical contractors not currently registered with the City of Cedar Falls shall pay a registration fee as set by the City Council.

(3) Any electrical license issued by the City, as allowed by State law, shall be required to pay a fee as set by City Council annually.

(10) 80.29 Liability for Damages, is amended by adding the word "city," in the blank.

(11) 80.35 Effective Date, is deleted in its entirety.

(Ord. No. 2765, § 1, 5-29-12; Ord. No. 2816, § 1, 6-9-14)

**Cross reference**— Airport zoning commission, § 4-26 et seq; Definitions and rules of construction generally, § 1-2; Fire prevention codes, § 11-26 et seq.; Licenses and business regulations, ch. 16.

**State Law reference**— Adoption of technical codes by reference, I.C.A. § 380.10.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

# Item E.14.

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James P. Brown, Mayor

ATTEST:

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Jacqueline Daniels, MMC, City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 7-49, NATIONAL ELECTRICAL CODE ADOPTION, AND SECTION 7-50, NATIONAL ELECTRICAL CODE AMENDMENTS, OF DIVISION 1, GENERALLY, OF ARTICLE III, ELECTRICAL REGULATIONS, OF CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 7-49, NATIONAL ELECTRICAL CODE ADOPTION, ADOPTING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, AND NEW SECTION 7-50, NATIONAL ELECTRICAL CODE AMENDMENTS, MAKING AMENDMENTS TO THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Section 7-49, National Electrical Code Adoption, of Division 1, Generally, of Article III, Electrical regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-49, National Electrical Code Adoption, is enacted in lieu thereof, as follows:

**Sec. 7-49. - National Electrical Code adoption.**

(a) The 2017 Edition of the National Electrical Code, including Article 90, Chapters 1 through 9, and Annex A, B, C, D and H, inclusive, as published by the National Electrical Code Committee, and adopted by the National Fire Protection Association, is hereby adopted by reference and is effective as if fully set forth in this article. Where, in any specific case, different sections of this article specify different materials, methods of construction or requirements, the most restrictive shall govern.

(b) An official copy of the code adopted by this article, including a certificate by the city clerk as to its adoption and effective date, is on file in the office of the city clerk, in either hardbound or electronic version, available for public inspection.

*Section 2.* Section 7-50, National Electrical Code Amendments, of Division 1, Generally, of Article III, Electrical regulations, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 7-50, National Electrical Code Amendments, is enacted in lieu thereof, as follows:

# Item E.14.

## Sec. 7-50. - National Electrical Code amendments.

The provisions of this section specify certain amendments, by deletion, addition or substitution of the 2017 edition of the National Electrical Code. Where this section states that an article, subsection, enumeration or exception is deleted, only the specific article, subsection, enumeration or exception is deleted. Where this section states that an article or subsection is deleted in its entirety, all references listed thereafter associated with this specific article (with subsections, enumerations and exceptions) or subsection (with enumerations and exceptions) are deleted.

### 2017 NEC Chapter 2 Amendments

- (4) Section 210.12 (D) is deleted in its entirety.
- (9) 230.50(A) Underground Service-Entrance Conductors is deleted in its entirety and the following sentence is substituted therefor: "Underground service-entrance conductors shall be installed in a raceway not less than two feet underground."

### 2017 NEC Chapter 3 Amendments

- (1) 300.13(B) Device Removal, is deleted in its entirety and the following is substituted therefor: "(B) Device Removal. In all circuits, the continuity of conductors shall not be dependent upon device connections where the removal of such devices would interrupt continuity."

### 2017 NEC Chapter 4 Amendments

- (1) Section 406.4 (D)(4) is deleted in its entirety.

### 2017 NEC Annex H Amendments

- (1) 80.9(C) Additions, Alterations or Repairs is amended by adding the following:
  - (1) It is prohibited by this ordinance to perform any repair to, add to, or revamp any residential services less than 60 ampere.
  - (2) 80.13 Authority, subparagraph (13), is amended by inserting a period after the words "ready for inspection," and deleting the words, "and shall conduct the inspection within \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ days."
  - (3) 80.15. Electrical Board, is deleted in its entirety and the following is substituted therefor: BOARD OF ELECTRICAL APPEALS
    - (A) Membership; Appointment of Members; Term of Office.
      - (1) The board of electrical appeals shall consist of five members: one member of the city council, appointed each year, two members from the electrical contractors of the city, one journeyman electrician and one public member,

each appointed for a period of four years. The electrical inspector shall serve as secretary to the board but is non-voting. Appointments are made by the Mayor with the approval of the city council. Should a vacancy in the board occur, it shall be the duty of the secretary of the board to notify the Mayor of the vacancy, and the Mayor and city council shall, at a regular meeting, as soon as possible thereafter, appoint a new member to the board to fill the vacancy for the unexpired term.

- (2) Expiration of appointments, except for the city council member, shall be staggered so that one member is appointed or reappointed each year. Terms of appointment shall expire on December 31. If the Mayor and city council fail to appoint at the scheduled time, the expired term member(s) will be held over until re-appointment or replacement.
- (3) The members of the board of electrical appeals shall serve without compensation.
- (4) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of this ordinance who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his or her current term and the member's non-reappointment by the mayor to an additional term.

(B) Meetings; Records.

- (1) All meetings of the board of electrical appeals are open to the public and shall be held in the council chambers or other location indicated in a public notice posted 24 hours prior to any meeting.
- (2) Three members of the board shall constitute a quorum for the transacting of all business, but any action taken by the board shall require a majority vote of all members of the board.
- (3) The board shall annually elect one of its members as chairperson of the board.
- (4) The secretary of the board shall keep a record of the board meetings.

(C) Appeals.

- (1) Any person shall have the right to register an appeal with the board of electrical appeals for a review of any decision of the electrical inspector, provided that such appeal is made in writing within ten days after having been notified of such decision by the electrical inspector. Upon receipt of such appeal, the board of appeals shall proceed to determine whether the action of the electrical inspector complies with this article, and shall make a decision in

## Item E.14.

accordance with its findings within ten days of receiving the appeal. No appeal shall be considered unless the appeal is filed within a period of ten days. The Board of Appeals shall have no authority to waive requirements of this code.

- (2) An appeal to the city council of any ruling of the board shall be made by filing a written notice of such appeal with the city clerk within ten days from the date of the ruling being appealed. The council shall give the appellant and the board a minimum of five (5) days written notice by certified mail of the date, time and location of hearing of said appeal. All interested persons shall be given the opportunity to be heard at such hearing and the city council may affirm, modify or overrule the action of the board based upon the evidence submitted before the city council.
- (4) 80.19(D) Annual Permits is deleted in its entirety.
- (5) 80.19(F) Inspection and Approvals, subparagraph(3), is amended by deleting the words "or until \_\_\_\_\_ days have elapsed from the time of such notification".
- (6) 80.23 (B) Penalties, subparagraph(3), is deleted in its entirety, and replaced with the following:

80.23 (B)(3) *Investigation.* Whenever any work for which a permit is required by this Code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

80.23 (B)(4) *Fee.* An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this Code. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law.
- (7) 80.25 (C), Notification, is deleted in its entirety.
- (8) 80.27 Inspector's Qualifications, is amended by deleting said section in its entirety and substituting the following therefor: 80.27 Inspector's Qualifications.
  - (A) The office of the electrical inspector, within the inspection services division of the department of community development of the city, is hereby created, and such inspector is hereby authorized, directed and empowered to inspect any and all buildings, tents and other structures, public and private, and, as provided in this article, to condemn and order removed or remodeled and put into proper and safe condition for the prevention of fire and for safety to life and property, all electrical equipment installations and connections of electrical current for light, heat and power purposes, and to control the disposition and arrangement of such equipment so that persons and property shall not be in danger therefrom.



(B) The electrical inspector shall be appointed by the director of community development, after recommendation of the building official, and shall be directly responsible to the building official.

(C) The appointee shall be qualified as an electrical inspector, as determined by any State of Iowa requirements, the job classification and the civil service commission.

(9) New Section 80.28 Licensing is added as follows:

(A) Licenses required.

(1) Electrical licenses shall be governed by Iowa Code Chapter 103.

(2) All electrical contractors not currently registered with the City of Cedar Falls shall pay a registration fee as set by the City Council.

(3) Any electrical license issued by the City, as allowed by State law, shall be required to pay a fee as set by City Council annually.

(10) 80.29 Liability for Damages, is amended by adding the word "city," in the blank.

(11) 80.35 Effective Date, is deleted in its entirety.

(Ord. No. 2765, § 1, 5-29-12; Ord. No. 2816, § 1, 6-9-14)

**Cross reference**— Airport zoning commission, § 4-26 et seq; Definitions and rules of construction generally, § 1-2; Fire prevention codes, § 11-26 et seq.; Licenses and business regulations, ch. 16.

**State Law reference**— Adoption of technical codes by reference, I.C.A. § 380.10.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING AND LEVYING THE FINAL  
SCHEDULE OF ASSESSMENTS FOR THE  
2017 SIDEWALK ASSESSMENT PROJECT, ZONE 8**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has received the final schedule of assessments showing the assessments proposed to be made for the construction of the 2017 Sidewalk Assessment Project, Zone 8, Cedar Falls, Iowa, completed under contract by Feldman Concrete of Dyersville, Iowa, and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said schedule of assessments; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of construction of the said improvements. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements.

**NOW THEREFORE**, be it resolved that said assessments of \$500.00 or more shall be payable in five (5) equal annual installments and shall bear interest at the rate of nine percent (9%) per annum, the maximum rate permitted by law, from the date of acceptance of the improvements (February 5, 2018); the first installment of each assessment, or total amount thereof, if it be less than \$500, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2018; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1<sup>st</sup> annually thereafter, and shall be paid at the same time and in the same manner as the September semi-annual payment of ordinary taxes. Said assessments shall be payable at the office of the County Treasurer of Black Hawk County, Iowa.

**BE IT FURTHER RESOLVED**, that the City Clerk be and is hereby authorized and directed to certify said final assessments to the County Treasurer of Black Hawk County, Iowa, to be collected in the same manner as property taxes.

**PASSED AND APPROVED** this 19<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls, Iowa



**FINAL SCHEDULE OF ASSESSMENTS FOR THE  
2017 SIDEWALK ASSESSMENT PROJECT,**

**ZONE 8**

**CEDAR FALLS, IOWA**



**2017 SIDEWALK ASSESSMENT PROJECT  
CITY PROJECT NUMBER SW - 000 - 3112**

**Final Statement of Expenditures for Material and Labor**

PAID

Property Owner	Mailing Address	City	State	Zip Code	Address/Location	Legal Description	Total Cost	X
Michael Niedert	3313 Boulder Drive	Cedar Falls	IA	50613	3313 Boulder Drive	8914-24-230-028	\$303.70	X
Karen Lutz	3406 Boulder Drive	Cedar Falls	IA	50613	3406 Boulder Drive	8914-24-280-001	\$153.70	X
Rex Massey	1940 13th Ave. NE	Dyersville	IA	52040	711 Lilac Lane	8914-24-280-002	\$153.70	X
Nicole Nielsen	717 Lilac Lane	Cedar Falls	IA	50613	717 Lilac Lane	8914-24-280-003	\$153.70	X
Lytishya Borglum	723 Lilac Lane	Cedar Falls	IA	50613	723 Lilac Lane	8914-24-280-004	\$267.90	
gmann Real Estate Compay	1006 Indigo Street	Grundy Center	IA	50638	806 Lilac Lane	8914-24-277-008	\$156.70	X
Ricky Retterath	1009 Lilac Lane	Cedar Falls	IA	50613	1009 Lilac Lane	8913-19-152-002	\$279.60	X
Eugene Hoffert	1027 Lilac Lane	Cedar Falls	IA	50613	1027 Lilac Lane	8913-19-152-005	\$303.70	X
Annika Anderberg	1107 Lilac Lane	Cedar Falls	IA	50613	1107 Lilac Lane	8913-19-152-008	\$153.70	X
Jesus Guzman	211 E. Southridge Road	Marshalltown	IA	50158	717 Calumett Drive	8914-24-281-003	\$147.60	
John Toenjes	718 Calumett Drive	Cedar Falls	IA	50613	718 Calumett Drive	8914-24-280-016	\$408.60	X
Steven Welch	723 Calumett Drive	Cedar Falls	IA	50613	723 Calumett Drive	8914-24-281-004	\$186.70	X
Nathan Rodamaker	5219 Marius Drive	Cedar Falls	IA	50613	1034 Calumett Drive	8913-19-152-019	\$153.70	X
Brian Baird	3506 Boulder Drive	Cedar Falls	IA	50613	3506 Boulder Drive	8914-24-281-001	\$432.70	X
Suzanne Oshita	1119 Calumett Drive	Cedar Falls	IA	50613	1119 Calumett Drive	8913-19-153-010	\$270.70	
Kimberly Loeckle	3406 Woodridge Drive	Cedar Falls	IA	50613	3406 Woodridge Drive	8913-19-152-001	\$827.30	X
h Mohammed Al Shekaahr	304 Orchard Drive	Cedar Falls	IA	50613	304 Orchard Drive	8914-24-252-016	\$270.70	X
William Heacock	3510 Dallas Drive	Cedar Falls	IA	50613	3510 Dallas Drive	8914-24-278-010	\$396.10	
Kelly Barber	417 Orchard Drive	Cedar Falls	IA	50613	417 Orchard Drive	8914-24-401-008	\$282.40	X
Timothy Nieman	718 Orchard Drive	Cedar Falls	IA	50613	718 Orchard Drive	8914-24-281-016	\$179.90	
Rebecca Davis	806 Orchard Drive	Cedar Falls	IA	50613	806 Orchard Drive	8914-24-281-019	\$153.70	X
alls Church Inc, Redeemer	815 Orchard Drive	Cedar Falls	IA	50613	805 Orchard Drive	8914-24-427-003	\$153.70	
Glenda Johnson	1314 Orchard Drive	Cedar Falls	IA	50613	1314 Orchard Drive	8913-19-180-008	\$153.70	X
Jamison Moser	1319 Orchard Drive	Cedar Falls	IA	50613	1319 Orchard Drive	8913-19-326-033	\$291.30	X
Thomas Keating	3607 Carlton Drive	Cedar Falls	IA	50613	3607 Carlton Drive	8913-19-326-002	\$972.20	X
Rosemary Hornick	1500 Orchard Drive	Cedar Falls	IA	50613	1500 Orchard Drive	8913-19-181-014	\$384.40	X
Joan Stanton	3526 Homeway drive	Cedar Falls	IA	50613	3526 Homeway Drive	8913-19-182-017	\$150.90	X
Bradley Fredericksen	1703 Orchard Drive	Cedar Falls	IA	50613	1703 Orchard Drive	8913-19-401-001	\$147.60	X
Jeffrey Lestina	3520 McClain Drive	Cedar Falls	IA	50613	3520 McClain Drive	8913-19-252-005	\$390.50	X
Gene Lutz	1921 Orchard Drive	Cedar Falls	IA	50613	1921 Orchard Drive	8913-19-401-010	\$273.50	X
Kurt Katuin	1931 Orchard Drive	Cedar Falls	IA	50613	1931 Orchard Drive	8913-19-401-011	\$756.70	X
John Gilbert	1911 Orchard Drive	Cedar Falls	IA	50613	1911 Orchard Drive	8913-19-401-009	\$156.70	X
vest Mallard Point Retirem	P.O. Box 128109	Nashville	TN	37212	2603 Orchard Drive	8913-20-301-010	\$741.00	
DB Square LC	2717 Orchard Drive	Cedar Falls	IA	50613	2717 Orchard Drrive	8913-20-301-003	\$621.20	X
Stephen Lukas	3617 Knoll Ridge	Cedar Falls	IA	50613	3617 Knoll Ridge	8913-19-303-015	\$156.70	X
Dale Hendrickson	4803 Briarwood Drive	Cedar Falls	IA	50613	4803 Briarwood Drive	8913-19-354-050	\$273.50	X
Robert Hasty	4821 Briarwood Drive	Cedar Falls	IA	50613	4821 Briarwood Drive	8913-19-354-052	\$209.40	X
Marshall Freeman	4222 Maryhill Drive	Cedar Falls	IA	50613	4222 Maryhill Drive	8913-19-378-003	\$153.70	
John Reindl	4128 Maryhill Drive	Cedar Falls	IA	50613	4128 Maryhill Drive	8913-19-378-006	\$153.70	X
Jeffrey Jorgensen	4026 Maryhill Drive	Cedar Falls	IA	50613	4026 Maryhill Drive	8913-19-378-010	\$153.70	X
Kent Williams	P.O. Box 4114	Waterloo	IA	50704	4007 Carlton Drive	8913-19-378-013	\$294.10	

Gaylen Hutchins	1715 Primrose Drive	Cedar Falls	IA	50613	1715 Primrose Drive	8913-19-402-002	\$156.70	X
William Bartlett	1911 Primrose Drive	Cedar Falls	IA	50613	1911 Primrose Drive	8913-19-402-008	\$348.70	X
James Hellman	1921 Primrose Drive	Cedar Falls	IA	50613	1921 Primrose Drive	8913-19-402-009	\$354.50	X
Cheryl Seger	1931 Primrose Drive	Cedar Falls	IA	50613	1931 Primrose Drive	8913-19-402-010	\$504.70	
Wee Meng Eric Lee	3422 Rownd Street	Cedar Falls	IA	50613	3422 Rownd Street	8913-19-276-012	\$277.70	X
Lewis Smith	3916 Rownd Street	Cedar Falls	IA	50613	3916 Rownd Street	8913-19-427-022	\$164.90	X
Jacob Smalley	2020 Valley High Drive	Cedar Falls	IA	50613	2020 Valley High Drive	8913-19-451-007	\$517.20	X
Andrew Bolthouse	4111 Rownd Street	Cedar Falls	IA	50613	4111 Rownd Street	8913-19-452-005	\$156.70	X
Jane Richards	2113 Valley High Drive	Cedar Falls	IA	50613	2113 Valley High Drive	8913-19-476-003	\$159.70	X
Teri Lynn Winkey	2404 Valley High Drive	Cedar Falls	IA	50613	2404 Valley High Dive	8913-19-431-012	\$156.70	
Christopher Lichty	4023 Cardinal Court	Cedar Falls	IA	50613	4023 Cardinal Court	8913-20-376-004	\$150.90	X
Michael Wilken	4000 Cardinal Court	Cedar Falls	IA	50613	4000 Cardinal Court	8913-20-376-008	\$1,282.40	X
Scott Garmager	4214 Cardinal Drive	Cedar Falls	IA	50613	4214 Cardinal Drive	8913-20-376-027	\$446.20	X
Debra Whitesell	2927 Lovejoy Drive	Cedar Falls	IA	50613	2927 Lovejoy Drive	8913-20-378-023	\$267.90	X
James Olson	2928 Lovejoy Drive	Cedar Falls	IA	50613	2928 Lovejoy Drive	8913-20-377-010	\$144.80	X
Laurie Busching	2911 Lovejoy Drive	Cedar Falls	IA	50613	2911 Lovejoy Drive	8913-20-376-021	\$276.70	X
Nicole Harnois	2904 Lovejoy Drive	Cedar Falls	IA	50613	2904 Lovejoy Drive	8913-20-377-013	\$159.30	X
Adam Halvorson	2419 Green Creek Road	Cedar Falls	IA	50613	2419 Green Creek Road	8913-30-228-018	\$153.70	X
Jill Hansen	2317 Green Creek Road	Cedar Falls	IA	50613	2317 Green Creek Road	8913-30-228-013	\$252.90	X
Stern Iowa Lutheran HS Ass	4520 Rownd Street	Cedar Falls	IA	50613	4520 Rownd Street	8913-30-226-005	\$394.20	X
Sean Sires	3715 Knoll Ridge Drive	Cedar Falls	IA	50613	3715 Knoll Ridge Drive	8913-19-303-020	\$303.70	X
James Olsen	2207 N. Riverview Street	Bellevue	IA	52031	1122/1124 Elmridge Drive	8913-19-305-007	\$636.40	X
Tyler Cuvelier	3920 Knoll Ridge Drive	Cedar Falls	IA	50613	3920 Knoll Ridge Drive	8913-19-309-005	\$159.30	
Roger Hazen	4234 Briarwood Drive	Cedar Falls	IA	50613	4234 Briarwood Drive	8913-19-308-029	\$153.70	X
Laura Kaus	4216 Briarwood Drive	Cedar Falls	IA	50613	4216 Briarwood Drive	8913-19-308-026	\$153.70	X
Hillary Strohbeen	4123 Briarwood Drive	Cedar Falls	IA	50613	4123 Briarwood Drive	8913-19-310-026	\$232.80	X
Timothy Poots	4107 Briarwood Drive	Cedar Falls	IA	50613	4107 Briarwood Drive	8913-19-310-024	\$153.70	X
Michael Carlo	4023 Briarwood Drive	Cedar Falls	IA	50613	4023 Briarwood Drive	8913-19-310-022	\$276.50	X
Bo Li	3902 Briarwood Drive	Cedar Falls	IA	50613	3902 Briarwood Drive	8913-19-308-008	\$153.70	X
Chad Swanson	1470 Laurel Circle	Cedar Falls	IA	50613	3815 Briarwood Drive	8913-19-302-009	\$153.70	X
Todd Niemann	3909 Eastpark Road	Cedar Falls	IA	50613	3909 Eastpark Road	8913-19-301-014	\$636.20	X
David Wirth	3917 Eastpark Road	Cedar Falls	IA	50613	3917 Eastpark Road	8913-19-301-015	\$407.80	
Jeremy Magley	4023 Eastpark Road	Cedar Falls	IA	50613	4023 Eastpark Road	8913-19-301-020	\$484.10	
Robert Newby	4206 Eastpark Road	Cedar Falls	IA	50613	4206 Eastpark Road	8913-19-310-032	\$174.70	X
Michael Christiason	4233 Eastpark Road	Cedar Falls	IA	50613	4233 Eastpark Road	8913-19-351-027	\$153.70	X
Barbara DeVries	887 Maucker Road	Cedar Falls	IA	50613	887 Maucker Road	8914-24-477-020	\$595.20	X
Marcus Kuhl	833 Latham Place	Cedar Falls	IA	50613	833 Latham Place	8914-24-430-014	\$273.90	X
Brian Unruh	849 Latham Place	Cedar Falls	IA	50613	849 Latham Place	8914-24-430-012	\$513.70	X
Matthew Bailey	706 Maucker Road	Cedar Falls	IA	50613	706 Maucker Road	8914-24-430-006	\$138.70	X
Darrin Gillett	624 Maucker Road	Cedar Falls	IA	50613	624 Maucker Road	8914-24-430-003	\$1,674.30	X
Philip Van Syoc	315 Bonita Boulevard	Cedar Falls	IA	50613	3704 Convair Lane	8914-24-405-001	\$387.20	X
Jason Helgens	402 Bonita Boulevard	Cedar Falls	IA	50613	402 Bonita Boulevard	8914-24-401-014	\$153.70	X
Donna Hoffman	408 Bonita Boulevard	Cedar Falls	IA	50613	408 Bonita Boulevard	8914-24-401-015	\$153.70	X
Kay Drum	516 Bonita Boulevard	Cedar Falls	IA	50613	516 Bonita Boulevard	8914-24-426-006	\$1,206.20	X
Elizabeth Hunemuller	521 Bonita Boulevard	Cedar Falls	IA	50613	521 Bonita Boulevard	8914-24-405-011	\$282.60	
Brian Mayfield	3816 South Lawn Road	Cedar Falls	IA	50613	3816 South Lawn Road	8914-24-429-003	\$153.70	



Michael Fink	P.O.Box 408	Traer	IA	50675-0408	3909 South Lawn Road	8914-24-428-009	\$156.70	X
Clay Street Rentals LLC	1269 Benton Street	Anoka	MN	55303	3915/3917 South Lawn Road	8914-24-428-010	\$302.50	
Timothy Hoekstra	424 N. Highland Drive	Cedar Falls	IA	50613	322/324 Devlin Circle	8914-24-405-029	\$261.80	X
Cynthia Dunlevy	115 Devlin Circle	Cedar Falls	IA	50613	115 Devlin Circle	8914-24-406-002	\$153.70	X
Price Investments LLC	1800 Commercial Street	Waterloo	IA	50702	4015 South Lawn Road	8914-24-454-005	\$133.10	X
Robert Speltz	4025 South Lawn Road	Cedar Falls	IA	50613	4025 South Lawn Road	8914-24-454-007	\$276.70	X
Lury Properties LLC	1747 Thrush Drive	Waterloo	IA	50701	406/408 Heritage Road	8914-24-454-014	\$156.50	
Jacob Anesi	406 Spruce Hills Drive	Cedar Falls	IA	50613	406 Spruce Hills Drive	8914-24-455-019	\$156.70	X
Scott McCurdy	223 Heritage Road	Cedar Falls	IA	50613	223 Heritage Road	8914-24-452-013	\$156.70	
Clay Street Rentals LLC	1269 Benton Street	Anoka	MN	55303	216/218 West Gate	8914-24-403-014	\$501.40	
RBR Holdings LLC	P.O.Box 128	Cedar Falls	IA	50613	4005/4007 Heritage Road	8914-24-403-013	\$171.70	
KH Properties II LLC	P.O.Box 92	Cedar Falls	IA	50613	3831/3833 Heritage Road	8914-24-404-003	\$782.20	
Timothy Hoekstra	424 N. Highland Drive	Cedar Falls	IA	50613	3821/3823 Convair Lane	8914-24-403-005	\$276.30	X
Tracy Nanke	4215 Spruce Hills Drive	Cedar Falls	IA	50613	4215 Spruce Hills Drive	8914-24-451-010	\$159.30	X
Marilyn Page	1104 Tremont Street	Cedar Falls	IA	50613	109/111 West Gate	8914-24-4851-001	\$875.80	X
David Andreasen	3927 Spruce Hills Drive	Cedar Falls	IA	50613	3927 Spruce Hills Drive	8914-24-402-010	\$156.50	X
David Heimerdinger	3909 Spruce Hills Drive	Cedar Falls	IA	50613	3909 Spruce Hills Drive	8914-24-402-007	\$426.20	X
Steven Ravn	3821 Spruce Hills Drive	Cedar Falls	IA	50613	3821 Spruce Hills Drive	8914-24-402-004	\$156.70	X
Margie Gage	108 Bergstrom Boulevard	Cedar Falls	IA	50613	108 Bergstrom Boulevard	8914-24-401-017	\$156.50	X
Samuel Grzybek	2711 Viking Place	Cedar Falls	IA	50613	204 Iowa Street	8914-12-159-001	\$465.70	X
Jason Handsaker	1126 Orchard Drive	Cedar Falls	IA	50613	1126 Orchard Drive	8913-19-153-030	\$183.70	
							<b>\$34,383.90</b>	

**UNPAID ASSESSMENTS \$7,008.00**



Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)243-2713

**ORDINANCE NO. 2918**

AN ORDINANCE (1) REPEALING SECTION 6-9, BURIAL OF DEAD ANIMALS, OF ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 6-9, DISPOSAL OF DEAD ANIMALS; AND (2) AMENDING ARTICLE I, IN GENERAL OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY ENACTING NEW SECTION 6-14, BUTCHERING OF ANIMALS PROHIBITED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 6-9, Burial of dead animals, of Division I, In General, of Chapter 6, Animals, is hereby repealed in its entirety and a new Section 6-9, Disposal of dead animals, is enacted in lieu thereof, as follows:

**Sec. 6-9. – Disposal of dead animals.**

No person shall place or allow to be placed any dead animal or fowl in any public right of way or other public place in the city. No person shall allow any dead animal or fowl which the person owned or had control over at the time of death to remain in any public right of way or other public place for more than twenty-four hours after death. No person shall allow any dead animal or fowl to remain on such person's premises for more than twenty-four hours after death. Such persons, and all other persons in possession of a dead animal or fowl within the city, shall properly dispose of such dead animal or fowl within twenty-four hours.

Section 2. A new Section 6-14 in Article I, In General, of Chapter 6, Animals, is hereby adopted , as follows:

**Sec. 6-14. – Butchering of animals prohibited.**

No person shall within the city limits slaughter, butcher or process any animal or fowl on public property or, within the sensory perception of any person not on the same

**Item F.1.**

premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law.

INTRODUCED: \_\_\_\_\_ March 5, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ March 5, 2018 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**From:** Craig Schwerdtfeger  
**Sent:** Wednesday, November 29, 2017 11:25 AM  
**To:** David Sturch  
**Subject:** RE: Board of Adjustment Meeting

David:

Thanks, but I really feel that this will be my last term. I appreciate all the support you and the staff have provided over the years, but with the advent of my retirement on the horizon I feel that at the end of this current term would be a good time for me to step away. My personal thanks to you as well as other staff members, including all past and current board members, for the professionalism and integrity you have all shown over the years.

Regards,

**From:** David Sturch  
**Sent:** Wednesday, November 29, 2017 11:07 AM  
**To:** Craig Schwerdtfeger  
**Subject:** RE: Board of Adjustment Meeting

Thanks Craig. I noticed that your term ends on March 31, 2018. Have you given any thought on another term?



**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

March 5, 2018

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on March 5, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah (via telephone), Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Pat Kinney with the Waterloo Courier, Shane Sigle from Riverwise Engineering, LLC, Larry Kurtz from AHTS Architects, Ty Graham, John Bermel and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Cedar River Project. David Sturch, Planner III, introduced Shane Sigle from Riverwise Engineering and Larry Kurtz from AHTS Architects. He stated tonight's presentation will review the lower section of the Cedar River project from the Main Street Bridge to the downstream side of the W 1<sup>st</sup> Street Bridge. This section is part of Phase I of the Cedar River Master Plan that includes the riverbank and whitewater improvement project. He explained a future Phase II includes the area around the Center Street dam. Mr. Sigle stated the design will be done to work with the surroundings along the Cedar River as to invite the community to river area. He reviewed two different locations, one in Colorado and the other in Manchester, IA. He stated they have gathered information and concerns from prior discussions. He said they need to make sure the design does not cause a "rise" concern and they are working closely with the IA-DNR and Army Corp. of Engineers. Mr. Sigle reviewed the projected number of users, which is estimated from 23,500 – 47,000 annually. Mr. Kurtz continued the presentation and reviewed the concept plan for the Gateway Park and the patio and plaza concepts, including a cross section of the view. Mr. Sigle reviewed the cost estimate for Phase I of the Cedar River project. The estimate included a price for the riverbank amenities and the in-river amenities these totaled \$3,981,043. Mr. Sturch stated after city council endorses the project the next steps will be to proceed to final design, hold public outreach meetings and look for private and grant fund opportunities. David Wieland motioned to endorsement plan for Phase I of the Cedar River project as presented. Mark Miller seconded the motion. Ron Gaines City Administrator stated a schedule of projects is given to Black Hawk County Gaming each year and the project could be included for a request for funding. Motion passed (aye: Blanford, Green, Kruse, Miller, Wieland; nay: deBuhr)

Mayor Brown introduced the second item on the agenda Golf Privatization Update. Mark Ripplinger, Director of Municipal Operations & Programs, reviewed the item. He gave a brief history of the action taken in 2017. He reviewed the previous funding support for golf operations and golf rounds activity. He stated the agreement went well this past year, and has heard many good comments about the current golf operations. Mr. Ripplinger stated they are going to bring an amendment to the agreement back to council for approval for the sale of some additional golf equipment. He stated the agreement calls for an annual payment to be paid to the City starting in 2018. He said

## **Item G.1.b.**

this will held in the capital account. John Bermel made some brief comments on the operations of the golf course and answered a few questions from the council.

Mayor Brown introduced the final item on the agenda bills and payroll. Daryl Kruse moved to approve the bills as presented and Tom Blanford seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 6:52 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

---

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** March 16, 2018  
**SUBJECT:** Berg and Ray Bequest Financial Management Policies

You may recall that upon receiving bequests from the Robert & Shirley Berg and Kathryn Ray estates for the Hearst Center, the Rec facilities and the Library, financial management policies were established and coordinated with the Cedar Falls Community Foundation. As part of those policies, the Art & Culture Board, the Park & Rec Commission and the Library Board are to submit to the Cedar Falls Community Foundation each year a summary of short and long-term program and project priorities to guide the Community Foundation on how to invest and manage the funds in terms of cash flow requirements.

Therefore, attached is the recommendation that was approved by the Library Board, the Art & Culture Board, and the Park & Rec Commission. These recommendations will then be submitted to the Cedar Falls Community Foundation for consideration.

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





**James & Meryl Hearst Center for the Arts**  
304 West Seerley Boulevard  
Cedar Falls, Iowa 50613  
(319) 273-8641  
www.TheHearst.org

**MEMORANDUM**

---

**Date:** January 26, 2018

**To:** Jennifer Rodenbeck, Director, Finance and Business Operations

**From:** Cedar Falls Art and Cultural Board and Heather Skeens, Supervisor

**Subject:** Financial Plan of the James & Meryl Hearst Center for the Arts Regarding the Robert & Shirley Berg Fund at the Cedar Falls Community Foundation

**Executive Summary**

As required in the distribution policy for the Robert & Shirley Berg Fund established in 2008, the Cedar Falls Art and Culture Board is hereby submitting our annual financial plan in regards to the Berg Funds.

**Portfolio Performance**

The Cedar Falls Art and Culture Board heartily approves of the positive growth of Berg Funds this year and congratulates the Cedar Falls Community Foundation on its excellent management of said funds.

**Fund Growth**

The Cedar Falls Art and Culture Board is very satisfied with the historical fund growth. As there are no immediate short term plans to use these funds - we leave it to the professional management of the Cedar Falls Community Foundation to continue current growth strategies.

**Anticipated Withdrawals**

As noted in the Robert & Shirley Berg Fund overview, the Cedar Falls Art and Culture Board plans to utilize these funds for a future capital project that benefits the James & Meryl Hearst Center for the Arts. This was the original intention of the bequest and we intend to honor the donor's wishes.

It is anticipated that the entirety of the Berg Fund will be utilized in a future building expansion plan that is currently being revisited and revised as part of our strategic planning process.

No withdrawals are requested for fiscal year 2019.

Jim Kerns,  
President, Cedar Falls Art & Culture Board





**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS**  
**RECREATION & COMMUNITY PROGRAMS DIVISION**

110 EAST 13th STREET  
CEDAR FALLS, IOWA 50613  
319-273-8636  
FAX 319-273-8656  
www.cedarfalls.com

**Item G.1.d.**

**TO:** Park and Recreation Commission

**FROM:** Bruce Verink, Recreation & Community Programs Manager

**DATE:** March 1, 2018

**RE:** KATHRYN RAY FUND

In 2009 the City Council adopted your recommended Financial Management Policy for the Kathryn Ray Fund.

To assist the Cedar Falls Civic Foundation in managing the fund, we are to provide short and long term projections on possible needs/usage of funds. This will assist the CFCF in managing and investing the resources.

Staff has reviewed needs and projected projects from our adopted Capital Improvement Plan. At this time, we have not identified the need to use any of these funds for at least the next eighteen months. I anticipate these funds would be saved and used for an addition to the Rec Center should it be determined it is needed in the future. This could be two to four years in the future, depending on a number of variables.

Staff recommends that the Commission support staff's projected usage of these funds. Further, we recommend that this information be submitted to the City's Financial Services for review of investments prior to Council approval.

Once Financial Services provides input, the City Council will review recommendations prior to submission to the Cedar Falls Civic Foundation for approval.

This management process provides an opportunity for control and formal management of the funds and will be reviewed annually per the financial policy.

Thank you.



**Financial Plan of the Cedar Falls Public Library Regarding Funds at the Cedar Falls Community Foundation**

**January 1, 2017-December 31, 2018**

- ❖ Short and Long Term Observations Related to Investments, Portfolio Performance, and Fund Growth:
  - Investments and Portfolio Performance – short and long term financial objectives for the investments are
    - 1. Safety – safety and preservation of principal in the overall portfolio is the foremost investment objective
    - 2. Liquidity – maintaining the necessary liquidity to match expected liabilities. In order to have funds available when needed for programs, the investments should have maturity dates that coincide with the projects that will be funded with the investments.
    - 3. Return – obtaining the best return while maintaining the safety of the investment.
  - Fund growth – Expenditures from the funds are limited to 4% of the average of the fair market values of the Fund as of December 31 of the 3 immediately preceding years. The hope is that the funds will grow at least 4% on average in order to at least maintain the principal balance.
  
- ❖ Fair Market Value as of December 31, 2016:
  - Building Fund: \$1,205,471.00
  - Kathryn Ray Fund: \$451,378.00
  - Robert & Shirley Berg Fund: \$1,498,375.00
  - Mary Beckman Endowment: \$55,707.00
  
- ❖ Anticipated Withdrawals for calendar year 2018:
  - Library Building Endowment: The projected accumulated balance for end of 2017 is \$84,254.00, with an additional anticipated allocation of about \$47,075 for use in 2018. That totals an available distribution of about \$131,329 disbursed income (taking into account any previously approved projects). In 2018, the board of trustees and staff will propose \$50,000 of these funds for the construction of a makerspace (the Co-Lab) in the library. An \$18,000 proposal for constructing a new service desk will also be submitted. Grant funds are also sought from the Friends of the Library and Black Hawk County Gaming Association in support of the Co-Lab project, and from the City for the service desk. In addition, City administration & Library staff have suggested that some CIP projects using the Building Fund be accomplished over the next several years. The library's carpet, installed in 2004, is showing signs of wear and it is anticipated that it

## Item G.1.d.

will need replacement in the next 5-10 years (\$104,000 from Cedar Falls Community Foundation suggested by City); Exterior Weatherproofing (\$20,000 from Cedar Falls Community Foundation suggested by City). It seems likely that these projects will be prioritized in order to determine what can be expended from this fund, in addition to staff seeking some alternate funding.

- Kathryn Ray Fund: The projected accumulated balance for end of 2017 is \$29,091.00, with an additional anticipated allocation for 2018 of about \$17,909, for a total of \$47,000 disbursed income. These figures take into account any previously approved projects. In 2018, the library board will submit new requests for LitCon 2018 (\$14,000), Murder Mystery 2018 (\$2,100), and miscellaneous projects (\$10,000).
- Robert & Shirley Berg Fund: The projected accumulated balance for end of 2017 is approximately \$30,386, with an additional anticipated allocation for 2018 of about \$59,016, for a total of \$89,402. That figure takes into account any previously approved requests in progress. In 2018, the library board will seek approval for funding for Summer Library Program 2018 (\$26,000), MakerSpace construction (\$20,000), library furniture (\$20,000), ematerials (\$10,000), and Children's Book Festival 2018 (\$11,000).
- Mary G. Beckman Endowment: The fair market value at the end of 2016 was \$55,707. 2017 income from this fund should be added to the Mary Beckman Vision Fund for use by the Cedar Falls Public Library.



**CIVIL SERVICE COMMISSION**  
 City of Cedar Falls  
 CEDAR FALLS, IOWA

March 7, 2018

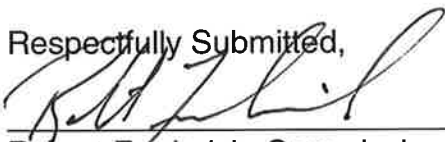
Honorable Mayor and City Council  
 City Hall, 220 Clay Street  
 Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

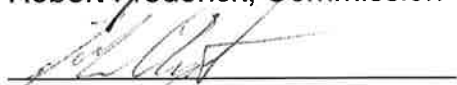
The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Equipment Mechanic. Listed below are the names of the top ranked candidates with averaged written test scores, applicable Veteran's Preference points, and total points with preference, as applicable.

<u>Applicant Name</u>	<u>Test Score</u>	<u>Veteran's Preference</u>	<u>Test Score With Preference</u>
1. Derek Gearhart	1,107		1,107
2. Matthew Burmeister	1,101		1,101
3. Chad Tenney	977	80	1,057
4. Tony Schimmels	989		989
5. Chance Pint	850		850
6. Adam Gebel	669		669
7. Richard Paulson	654		654
8. Leo Rochford	645		645
9. Robert Martin	591		591

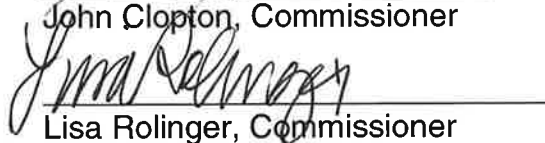
Respectfully Submitted,



Robert Frederick, Commission Chairperson



John Clopton, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk  
 Cc: Mark Rippliner, Director of Municipal Operations & Programs  
 Brian Heath, Public Works & Parks Manager  
 Civil Service Records





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

Water Reclamation Division

TO: Honorable Mayor James P. Brown and Council Members
FROM: Mike Nyman, Plant Manager, Water Reclamation Division
DATE: March 13, 2018
SUBJECT: 2018 Sanitary Sewer Rehabilitation Project
Project No. WR-000-3150

Bids were opened March 13th, 2018, and have been reviewed, for 2018 Sanitary Sewer Rehabilitation Project. The bids were competitive with two coming in below the \$250,000 budgeted for in the CIP.

The following bids were received (total project cost):

Table with 2 columns: Bidder Name and Amount. Rows include Municipal Pipe Tool Co. (\$233,469.40), Hydro - Klean (\$235,975.05), Insituform Technologies, USA (\$251,526.00), and SAK Construction, LLC (\$311,495.50).

The bids can be received and filed at the council meeting of March 19th, 2018, and I am recommending a contract be awarded to Municipal Pipe Tool, Inc.

The actual contract documents and performance bond will be presented for approval at the meeting of April 2nd, 2018.

Please let me know if you have any questions.

c: Stephanie Houk Sheetz, Director of Community Development





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** March 14, 2018  
**Re:** Special Event Related Requests

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Police Operations has received the following special event related requests and recommends approval:

- (1) Street closures, Shamrock Shuffle, April 14, 2018.





**CEDAR FALLS POLICE DEPARTMENT**

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

319-273-8612



**MEMORANDUM**

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**To: Director Olson**

**From:** Lieutenant Heuer

**Date:** 03/10/2018

**Re: Road Closure Request**

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St. Patrick School is planning their annual Shamrock Shuffle 5K on 04/14/18. The planning committee is requesting a variance for full road closure from approximately 0730 to 1030 hours that day on Washington Street starting at W 6<sup>th</sup> Street and continuing through the 700 block of Washington Street, as well as the 200 block of W 7<sup>th</sup> Street.

This will require the delivery of barricades to the intersections of W 6<sup>th</sup> and Washington Streets, W 7<sup>th</sup> and Clay Streets, and W 7<sup>th</sup> and Washington Streets. "No Parking" signs will also need to be printed and posted for the road closure 48 hours prior to this event.

I recommend approval of this event.

Lt. Brooke Heuer  
CFPD

*okay*  
*[Signature]*  
3-14-18

## Item G.1.g.

March 1, 2018

To: Cedar Falls Police Department

220 Clay Street

Cedar Falls, IA 50613

From: St Patrick School Shamrock Shuffle 5k

Re: Obtaining a variance for annual 5k Run

The annual St Patrick School Shamrock Shuffle 5k race will be held Saturday April 14<sup>th</sup>, 2018 beginning at 9:00 am on 7<sup>th</sup> Street next to the St Patrick School playground entrance. I am writing to obtain a variance for this event. Additionally, in the past, the Cedar Falls Police Department has been gracious enough to make officers available for traffic control at select intersections along the route as well as coordinating delivery of barriers to block the intersections of 7<sup>th</sup>/Clay and to block north/south traffic on Washington/ 7<sup>th</sup>. In past years, the officers have provided traffic control at the intersections of 7<sup>th</sup> and Main Street and 7<sup>th</sup> / State Street.

The race begins at St Patrick School, proceeds east bound across Main Street and State Street, past the Viking foundry, onto Grove street. It makes a brief turn on 12 street to Utility Parkway and then to Waterloo Road. It proceeds on the sidewalk on Waterloo Road to the bike path, turning northeast, under Hwy 58, past Pfeiffer Park to a turnaround on the South Riverside bike trail. The race returns along the same route.

Please contact me at your convenience to inform me of the variance as well as availability of officers to assist with traffic control. I can be reached via my cell phone 319-464-2545 or by email at [christopherwiedman@yahoo.com](mailto:christopherwiedman@yahoo.com).

I thank you in advance for your time, effort, and consideration.



Chris Wiedman

St Patrick Shamrock Shuffle planning committee



BEFORE THE CEDAR FALLS CITY COUNCIL

---

IN RE:  
Casey's General Store  
2425 Center Street  
Cedar Falls, IA 50613

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT  
SECOND VIOLATION**

---

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2018, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/ Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of \$1,500.00 be executed against the above-captioned permittee. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

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Mayor  
City of Cedar Falls



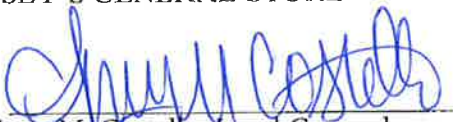
IN RE:  
Casey's General Store  
2425 Center Street  
Cedar Falls, IA 50613

ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) or suspension of my (our) cigarette permit for thirty (30) days, beginning on the date that will be specified in the official City Order that I will receive. We elect the imposition of a civil penalty / 30-day suspension (circle the applicable provision)

CASEY'S GENERAL STORE

By:   
Amy M. Costello, Legal Counsel

March 5, 2018

DATE



3/8/18 Asst. City Attorney

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, should be returned to: Robert M. Bembridge, Assistant Cedar Falls City Attorney, 528 West 4<sup>th</sup> Street, P.O. Box 1200, Waterloo, Iowa 50704-1200.





DEPARTMENT OF ADMINISTRATIVE SERVICES

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

February 23, 2018

Casey's General Store  
2425 Center St.  
Cedar Falls, IA 50613

RE: 1/09/18 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on March 19, 2018, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension prescribed by 453A.22(2)(b) for a second violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age. For a second violation the retailer may select its preference as to which of the two penalties are assessed.

If you wish to settle this case in lieu of the public hearing, you must complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Robert M. Bembridge, Assistant Cedar Falls City Attorney, 528 West 4<sup>th</sup> Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a second violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Robert M. Bembridge".

Robert M. Bembridge  
Assistant City Attorney



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IN RE:

Casey's General Store  
2425 Center Street  
Cedar Falls, IA 50613

**HEARING COMPLAINT**

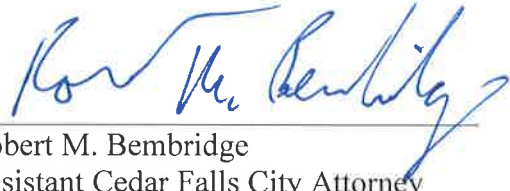
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The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension for a second violation of Iowa Code Section 453A.2(1).
3. On or about January 9, 2018, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. A copy of the Complaint and court docket are attached and incorporated herein.
4. On January 10, 2017, the permittee was issued a sanction for a first violation of Iowa Code Section 453A.2.

## Item G.1.h.

5. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension against Casey's General Store.



Robert M. Bembridge  
Assistant Cedar Falls City Attorney  
528 West 4<sup>th</sup> Street  
P O Box 1200  
Waterloo, IA 50704-1200  
(319) 232-6555

Original to:  
Casey's General Store  
2425 Center Street  
Cedar Falls, IA 50613

Copy to:  
Capt. Michael E. Hayes  
Cedar Falls Police Department  
220 Clay Street  
Cedar Falls, IA 50613

Jacque Danielsen  
Cedar Falls City Clerk  
220 Clay Street  
Cedar Falls, IA 50613



Grid \_\_\_\_\_ IOWA UNIFORM CITATION AND COMPLAINT \_\_\_\_\_  
Law Enforcement Agency - Cedar Falls Police Department

State of Iowa  
 County of: BLACK HAWK No: 07 **CF 167634**  
 City of: CEDAR FALLS

In the Court at  City Hall, 220 Clay Street, Cedar Falls  
 Court House, 316 E. 5th St., Waterloo

vs:  
Name Robertson Nancy Lynn  
Defendant Last First Middle

Address 605 Anthony St

City Waterloo State IA Zip 50767

DL# 758441372 State IA

DL Class C DL End.  DL Rest. B DL/State ID Viewed? Yes  No

DOB 10/25/1954 Race W Ethn. N Sex F Ht. 5'9" Wt. \_\_\_\_\_

The undersigned states that on or about 1/9/18 at 423  AM  PM  
defendant did unlawfully:

Operate Motor Veh./Boat (describe) \_\_\_\_\_

CDL Req? Yes  No  Pass. End. Req? Yes  No  HazMat End. Req.  Yes  No

Reg. # \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_ US DOT # \_\_\_\_\_

Upon a public highway at Casey's - Center St 2425 Center St

Located in the county and state aforesaid and did then and there commit the following offense:

School Violation Fine \$ 100.00  Road Work Zone  
Criminal Surcharge \$ 35.00  Manufacturing Violation  
Court Costs \$ 60.00  Court Appearance Required (205.30)  
Total Fine/Costs \$ 195.00  
Reason:  
 Serious PI  Fatal Accident  
 Civil Damage Assessment  Other

**VIOLATION** Employee Providing Tobacco to Minor (offense)

Speed \_\_\_\_\_ in \_\_\_\_\_ Zone Sec. 453A.2(1) 2017 IA Code

DATA CODE \_\_\_\_\_ Fed/Adm. Code \_\_\_\_\_ C.F. Ord. 1990 Sec. \_\_\_\_\_

Dated 01/19/18 [Signature] LA121  
Mo. Day Yr. Officer's Signature I.D. No.

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

2/15/18 at 0900  AM  PM  
Mo. Day Yr.

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

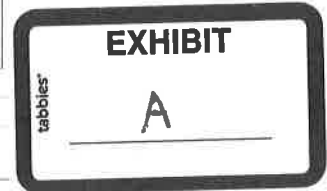
You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is not a plea of guilty, but acknowledges all of the following:

- 1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
- 2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation.

The following applies to single misdemeanors only.

3. I hereby waive my anticipated appearance bond in the amount of \$ 210.00 dollars and make my written appearance. I agree that if I fail to appear in person or by counsel to answer against the offense charged in this citation, the court is authorized to enter a conviction and render judgment against me for the amount of my appearance bond in satisfaction of the penalty and surcharge plus court cost.

\*: [Signature]  
Signature of Defendant



**Item G.1.h.**

Case Number: STA0166146 Case Title: STATE vs. ROBERTSON, NANCI LYNN

Opened: 01-15-2018

County: BlackHawk

Case Type: Scheduled Traffic - State Status: Active Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]	Counsel of Record
STATE OF IOWA IA	

Defendant[s]	Counsel of Record
NANCI LYNN ROBERTSON 605 ANTHONY ST WATERLOO, IA 50707	

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2018-01-09	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF	453A.2(1)	

**File Date**

**Case History**

02-23-2018 06:47:00 AM Court	COMPUTER GENERATED NOTICE Filed by: Court
02-21-2018 09:15:26 PM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
01-15-2018 03:33:00 PM Court	TRAFFIC TICKET FILING Filed by: Court

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Hansen's Dairy
Physical Location Address 123 E 18th St City Cedar Falls ZIP 50613
Mailing Address PO Box 439 City Walford State IA ZIP 52351
Business Phone Number 319-249-7111

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC X LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hansen's Dairy LLC
Mailing Address PO Box 439 City Walford State IA ZIP 52351
Phone Number 319-249-7111 Fax Number 319-538-0074 Email cbrown@drivenmanagement.com

Retail Information:

Types of Sales: Over-the-counter X Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No X
Types of Products Sold: (Check all that apply)
Cigarettes X Tobacco X Alternative Nicotine Products X Vapor Products X

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station X Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Adam Smith Name (please print)
Signature [Signature] Signature
Date 2/20/2018 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit:
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit:
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** March 15, 2018  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- (1) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- (2) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - renewal.
- (3) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- (4) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class B beer & outdoor service - 6-month permit.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be deleted from the payroll scale for the below listed employee.

**BE IT FURTHER RESOLVED,** that the following position be diminished in accordance with Chapter 400.28 of State Code and Section 2.5 of the Cedar Falls Civil Service Commission Rules and Regulations.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Michelle Brandt FBO/Financial Services	Administrative Clerk Deleted effective Mar. 2, 2018	135	\$20.988	29	PT	HN	

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk





**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be deleted from the payroll scale for the below listed employee.

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**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Aimee Allan FBO/Public Records	Administrative Clerk Deleted effective Mar. 9, 2018	135	17.476	40	FT	HN	

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

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**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Ken Folkers MOP/PWP-Vehicle Mnt.	Asst. Equipment Mechanic Deleted effective Feb. 28, 2018	10C	16.134	29	PT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be deleted from the payroll scale for the below listed employee.

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**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

---

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Kelvin Kinder MOP/PWP-Street	Equipment Operator Deleted effective Mar. 15, 2018	17H	25.877	40	FT	HN	TEAM

---

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be deleted from the payroll scale for the below listed employee.

**BE IT FURTHER RESOLVED,** that the following position be diminished in accordance with Chapter 400.28 of State Code and Section 2.5 of the Cedar Falls Civil Service Commission Rules and Regulations.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Matt Youngbult MOP/PWP-Refuse	Transfer Station Laborer Deleted effective Mar. 6, 2018	10C	16.134	28	PT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk





**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING PAYSCALE FOR NEW EMPLOYEE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA**, that the pay, be and the same is hereby adopted as the payroll scale for the below listed employee.

**BE IT FURTHER RESOLVED**, that said pay scale shall be effective from the date below to June 29, 2018.

**BE IT FURTHER RESOLVED**, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Karen Howard CD/Planning & Comm.Dev.	Planning & Comm.Serv.Mgr. March 12, 2018	259	\$45.673	40	FT	SE	

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
James P. Brown, Mayor

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**RESOLUTION NO. 6028**

**RESOLUTION DECLARING SURPLUS FUNDS AND AUTHORIZING THE PERMANENT TRANSFER OF FUNDS FROM THE MUNICIPAL ELECTRIC, GAS AND COMMUNICATIONS UTILITIES TO THE CITY OF CEDAR FALLS**

**Whereas**, in accordance with Resolution No. 6027, the Boards of Trustees of the Municipal Electric, Gas and Communications Utilities of the City of Cedar Falls, Iowa, have determined that there are surplus funds available in the Municipal Electric and Gas Utilities; and

**Whereas**, the Boards of Trustees have further determined that a transfer of surplus funds from the Municipal Electric and Gas Utilities should be made to the City of Cedar Falls, Iowa, in accordance with Section 384.89 of the Code of Iowa; and

**Whereas**, the Boards of Trustees have chosen to direct said transferred funds to the City of Cedar Falls' General Fund and its Economic Development Fund, as outlined below; and

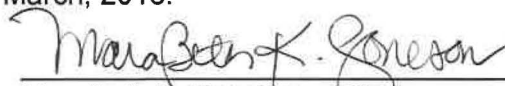
**Whereas**, said transfer of surplus funds is to be permanent; and

**Whereas**, in accordance with Section 384.89 of the Code of Iowa, said transfer of surplus funds is subject to the approval of the Cedar Falls City Council.

**Now, Therefore, Be It Resolved** by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, as follows:

1. That the sum of \$3,083,500.00 shall be transferred from the surplus funds of the Municipal Electric Utility and the sum of \$316,500.00 shall be transferred from the surplus funds of the Municipal Gas Utility to the General Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving said transfer by resolution, and said approving resolution being certified to these Boards of Trustees.
2. That the sum of \$15,750.00 shall be transferred from the surplus funds of the Municipal Electric Utility and the sum of \$14,250.00 shall be transferred from the surplus funds of the Municipal Gas Utility to the Economic Development Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving said transfer by resolution, and said approving resolution being certified to these Boards of Trustees.
3. The Director of Finance & Organizational Services of the Municipal Electric and Gas Utilities is directed to make proper entries in the books of said Utilities and to notify the City Clerk of this transfer when properly approved as herein required, and shall accompany said notification with a copy of this Resolution.

**Introduced and Adopted** this 14<sup>th</sup> day of March, 2018.

  
MaraBeth K. Soneson – Chair


Attest:

  
Pamela L. Taylor – Secretary

The above Resolution was moved by Trustee Taylor and seconded by Trustee Johnson. Upon call of the roll the following Trustees voted:

Aye: Soneson, Johnson, Taylor, McAlister  
Nay: None  
Absent: Engel

*I hereby certify the above to be a true and correct copy of Resolution No.6028 passed by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, on the 14<sup>th</sup> day of March, 2018.*

  
MaraBeth K. Soneson – Chair





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Michelle Brandt, Administrative Clerk  
**DATE:** February 7, 2018  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had the lawn mowed, bagged and disposed of by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Amanda Lawrence  
922 Douglas St.  
Cedar Falls, IA 50613

\$838.04 Nov. 2017  
0.00 2017 (fees)  
\$838.04 Total owed  
Property address: 922 Douglas St., CF  
Parcel #9014-35-427-002

If you have any questions, please feel free to contact me at 268-5135.

# Item G.2.h.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

## NOTICE OF PROPOSED FINAL ASSESSMENT PROCEEDINGS

v.

AMANDA LAWRENCE

---

TO THE ABOVE-NAMED PERSON(S):	Amanda Lawrence
PROPERTY DESCRIPTION:	922 Douglas Street, Cedar Falls, Iowa Black Hawk County Parcel #9014-35-427-002
LEGAL DESCRIPTION OF PROPERTY:	Rices Addition, Lot 2, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear vegetation on the property located at 922 Douglas Street, pursuant to City of Cedar Falls Ordinance Section 18-5. This matter is currently set on the Cedar Falls City Council agenda for **March 19, 2018**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

---

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR VEGETATION ON THE PROPERTY LOCATED AT 922 DOUGLAS STREET, CEDAR FALLS, IOWA, PARCEL ID 9014-35-427-002**

WHEREAS, it was determined that the property located at 922 Douglas Street, being legally described as Rices Addition, Lot 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 9014-35-427-002, was in violation of City of Cedar Falls Ordinance Section 18-2 for failure to mow and maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 922 Douglas Street (Parcel ID 9014-35-427-002) to be mowed and cleared of vegetation, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear vegetation on the above-described property, in the amount of \$838.04, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$37.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Rices Addition, Lot 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 9014-35-427-002

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 19<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

# Item G.2.h.



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

### CITY OF CEDAR FALLS, IOWA

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

January 24, 2018

Amanda Lawrence  
922 Douglas Street  
Cedar Falls, IA 50613

Dear Amanda Lawrence,

Enclosed you will find your latest statement. There is an outstanding charge for Code Enforcement-property cleanup on November 22<sup>nd</sup> for \$838.04, as well as late fees of 0.00 for a total amount due of \$838.04 **If no payment is received by February 5, 2018 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5135. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Michelle Brandt  
Administrative Clerk

Enclosure



INVOICE

Item G.2.h.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: AMANDA LAWRENCE  
922 DOUGLAS STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 33642  
DATE: 11/22/17

CUSTOMER NO: 5250/5250

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED, BAG AND DUMP GRASS PER ORDINANCE 20-262	838.04	838.04
	PROFESSIONAL LAW CARE INV. #14036	\$783.75	
	CODE ENFORCEMENT	54.29	

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$838.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/22/17 DUE DATE: 12/22/17 NAME: LAWRENCE, AMANDA  
CUSTOMER NO: 5250/5250 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 33642  
TERMS: NET 30 DAYS

AMOUNT: \$838.04

# Item G.2.h.

## Charge Form for Nuisance / Grasses & Weeds

**Bill To:** Amanda S. Lawrence  
**Date:** 11/22/2017  
**Location:** 922 Douglas St  
Cedar Falls, IA 50613

**City of Cedar Falls**  
**Code Enforcement**

### Man Hours

Job Title/ Description	Hourly Rate	RT	OT	DT	Total Hours	Total Labor Cost
1)					0	\$ -
2)					0	\$ -
3)					0	\$ -
4)					0	\$ -
5)					0	\$ -
6)					0	\$ -
7)					0	\$ -
					0	\$ -

### Equipment Used

Equip #	Description	Hours Used	Cost Per Hour	Total Equip. Cost
1)				\$ -
2)				\$ -
3)				\$ -
4)				\$ -
5)				\$ -
6)				\$ -
				\$ -

### Material Cost

Material Description	Quantity	Rate	Total Disposal Cost
1) Professional Lawn Care invoice #14036	1	\$ 783.75	\$ 783.75
2)			\$ -
3)			\$ -
4)			\$ -
5)			\$ -
6)			\$ -
			\$ 783.75

### Administrative Cost

Description	Quantity	Rate	Total Admin. Cost
1) Code Enforcement	1	\$ 54.29	\$ 54.29

**Total Cost**      **\$ 838.04**

### Detailed Description of Project

Violation of Ordinance Section 20-262 - Hired subcontractor to mow, bag and dump grass on 11/1/17

Keep copy for your records along with back up documentation

**Date Submitted:**      2/7/2018      **Dept/Division** -308- inance

**Approved by:** \_\_\_\_\_

**Item G.2.h.**

**Professional Lawn Care, LLC**



Dennis Lickteig  
 P.O. Box 1942  
 Waterloo, Iowa 50704  
 Phone (319) 233-3942  
 Prolawn@mchsi.com



Snow Removal  
 Salt & Sand  
 Parking Lots  
 Hauling Snow  
 Irrigation Repair

City of Cedar Falls Dept. of Public Works  
 2200 Technology Parkway  
 Cedar Falls, IA 50613  
 319-273-8629

Garden Tilling  
 Power Raking  
 Hedge Trimming  
 Tree Pruning  
 Weed Mowing  
 Lawn Mowing  
 Garden Plowing  
 Fall Clean up  
 Vacuum Leaf Raking

Date

Invoice Number 14036

11/1/2017	Code Enforcement mowing at 922 Douglas Dr. 8.25 Hours at \$95.00 per hour	\$783.75
	Had to bag and dump grass	
	Sum of Charges	\$783.75
	Tax	\$0.00
	Total	\$783.75

***Thank You, We appreciate your Business***

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)

# Item G.2.h.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT  
CITY OF CEDAR FALLS, IOWA  
220 Clay Street  
Cedar Falls, IA 50613  
Phone(319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASSES AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 10/23/2017

Case # 17-0511-GRSS

PROPERTY RESIDENT:

PROPERTY ADDRESS: 922 Douglas St

Property Owner Name: Amanda S Lawrence

Property Owner Address: 922 Douglas St  
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

#### RICES ADDITION LOT 2 & W 67 FT N 45 FT LOT 3

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 10/30/2017, to confirm compliance with the Ordinance requirements. **If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.**

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Gavin Carman".

Officer Gavin Carman  
Police Officer (Code Enforcement Officer)

Cc: David Sturch, Planner III

"OUR CITIZENS ARE OUR BUSINESS"



**BEFORE**

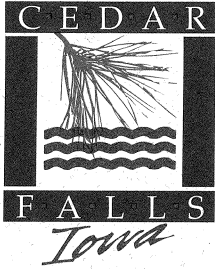


**Item G.2.h.**



AFTER





**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
RECREATION & COMMUNITY PROGRAMS DIVISION**

**CITY OF CEDAR FALLS, IOWA**

110 EAST 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8636  
FAX 319-268-8656  
www.cedarfalls.com

**TO:** Mayor Brown and City Council  
**FROM:** Brock Goos, Recreation Program Supervisor  
**DATE:** March 8, 2018  
**RE: 2018 UMPIRE CONTRACT**

Attached is the 2018 Umpires Association agreement to provide ASA certified umpires for our adult softball leagues. We have contracted with this Association for many years and their services have been a benefit to our program. All of the program costs, including umpire fees, are paid by participants through registration fees.

Staff recommends City Council approval of the attached 2018 agreement.

Thank you.

A handwritten signature in black ink, appearing to read "Brock Goos", is written over the "Thank you." text.

Attachment

## Item G.2.i.

WATERLOO-CEDAR FALLS UMPIRES ASSOCIATION  
agreement with the  
CITY OF CEDAR FALLS RECREATION DIVISION  
For the 2018 season

1. The Waterloo Cedar Falls Umpires Association (here-in-after referred to as the WCFUA) shall be recognized as the bargaining unit for amateur softball umpires in the Waterloo-Cedar Falls metropolitan areas.
2. WCFUA members will be assigned to umpire for the City of Cedar Falls Recreation Division (here-in-after referred to as the CFRD) games by WCFUA.
3. Anyone umpiring a regular league game or working as a substitute shall be a registered WCFUA member. In case of emergency (injury, last minute replacement, with justifiable cause) this may be waived.
4. All umpires desiring to work a regular schedule will be required to sign a written contract to this effect.
5. The WCFUA shall determine by its own standards that shall become and remain WCFUA members.
6. The WCFUA will handle all disciplinary action within its own membership.
7. All WCFUA members assigned to CFRD games have passed the ASA test, be a registered ASA official and will be aware of any special CFRD rules provided to the WCFUA, which govern play during CFRD games.
8. The CFRD will retain complete authority, by means of its supervisors, over any activity not associated with a game in progress.
9. WCFUA members will be required to be at the game site in time to acquire all necessary provisions and get their games started on time.
10. Supervisors are hired by the CFRD and their duties will be assigned by the CFRD. The WCFUA asks that these supervisors complete a form, which will be provided by the WCFUA, recording how many games were worked by each umpire, stating if any particular umpire was in any way below the standards required by the CFRD and the WCFUA.
11. Umpires will be paid by the WCFUA at rates determined by the WCFUA. In the event of a suspended game, his/her pay will be prorated for that game on the basis of completed innings.
12. The WCFUA will provide a list of umpires that will be assigned to work games for the CFRD. Due to an umpires' job performance the CFRD reserves the right to not have that umpire assigned to work games for them.
13. Should the CFRD sponsor a tournament requiring umpires, the CFRD will honor the per-game fee included in this agreement. Other individuals or organizations sponsoring tournaments will negotiate per game fees directly with the WCFUA should they decide to use their umpires.



- 14. The CFRD shall pay the WCFUA the sum of **\$20.50 per umpire per game for each game scheduled during the 2018 seasons.** EXCEPTION: If a single game is scheduled on a diamond, the CFRD shall pay the WCFUA the sum of \$24.00 per umpire per game for that diamond. This fee shall be paid in installments on or before the following deadlines;  
**\$20.50** (see EXCEPTION) times the number of umpires scheduled for April and May, due May 1<sup>st</sup>.  
**\$20.50** (see EXCEPTION) times the number of umpires scheduled for June due June 1<sup>st</sup>.  
**\$20.50** (see EXCEPTION) times the number of umpires scheduled for July due July 1<sup>st</sup>.  
**\$20.50** (see EXCEPTION) times the number of umpires scheduled for August due August 1<sup>st</sup>.  
**\$20.50** (see EXCEPTION) times the number of umpires scheduled for Fall League due September 15<sup>th</sup>. For this fee, the WCFUA will provide an Umpire(s) for each diamond each night of the season as outlined in above sections of this contract. This fee is for administrative convenience only and in no way creates an employee/employer relationship.
- 15. In the event it is agreed upon by both parties to use a Head Umpire in place of a League Supervisor. The CFRD shall pay the WCFUA the sum equal to the per umpire/per game rate for each four hours of scheduled games or a percentage thereof.
- 16. Should the CFRD sponsor a tournament and contract to use WCFUA members, the CFRD shall pay the WCFUA the sum of \$20.50 per umpire per game for each game scheduled.
- 17. If any questions or problems arise in regards to umpiring at anytime during the season, then representatives of the CFRD and the WCFUA should meet at the earliest time and attempt to resolve the matter.
- 18. Either party may terminate this contract sixty (60) days after providing written notification. If both parties agree to terminate this contract before the sixty (60) day period ends they may.
- 19. This agreement can be extended by up to three (3) years upon the mutual agreement of both parties.

Waterloo/Cedar Falls Umpires Association

City of Cedar Falls-Recreation Division

By *Devi Danesh*  
Vice - President WCFUA

By \_\_\_\_\_  
Jim Brown, Mayor

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date





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

Water Reclamation Division

TO: Honorable Mayor James P. Brown and Council Members
FROM: Mike Nyman, Plant Manager, Water Reclamation Division
DATE: March 13, 2018
SUBJECT: 2018 Sanitary Sewer Rehabilitation Project
Project No. WR-000-3150

Bids were opened March 13th, 2018, and have been reviewed, for 2018 Sanitary Sewer Rehabilitation Project. The bids were competitive with two coming in below the \$250,000 budgeted for in the CIP.

The following bids were received (total project cost):

Table with 2 columns: Bidder Name and Amount. Rows include Municipal Pipe Tool Co. (\$233,469.40), Hydro - Klean (\$235,975.05), Insituform Technologies, USA (\$251,526.00), and SAK Construction, LLC (\$311,495.50).

The bids can be received and filed at the council meeting of March 19th, 2018, and I am recommending a contract be awarded to Municipal Pipe Tool, Inc.

The actual contract documents and performance bond will be presented for approval at the meeting of April 2nd, 2018.

Please let me know if you have any questions.

c: Stephanie Houk Sheetz, Director of Community Development





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
www.cedarfalls.com

INTEROFFICE MEMORANDUM  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Chase Schrage, CIP Projects Supervisor  
**DATE:** March 14, 2018  
**SUBJECT:** Professional Services Agreement  
Robinson Engineering Company  
Castle Hill & Hartman Watershed Assessment Project  
City Project No. ST-000-3157

Attached is the Professional Services Agreement for the Castle Hill & Hartman Watershed Assessment Project between the City of Cedar Falls and Robinson Engineering Company. Robinson Engineering Company was selected by the City of Cedar Falls Engineering Division for the Castle Hill & Hartman Watershed Assessment Project.

The City is required by our Iowa Department of Natural Resources NPDES General Permit to implement a watershed assessment program for all watersheds within the corporate limits of Cedar Falls. The enclosed agreement provides for the assessment services needed to perform the Castle Hill & Hartman Watershed Assessment Project. This is the third of five remaining watersheds or partial watersheds needing assessment over the next few years. These assessments have been funded in the five year City of Cedar Falls' Capital Improvements Program.

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with Robinson Engineering Company for the Castle Hill & Hartman Watershed Assessment Project.

This project supports the City Council "Organizational Goal 4" by implementing projects funded in the Capital Improvements Program. If you have any questions, please contact me.

att

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E, City Engineer





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division  
Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division  
Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division  
Phone: 319-273-8633 Fax: 319-268-5566*

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**PROFESSIONAL SERVICE AGREEMENT**

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**CASTLE HILL AND HARTMAN SUBWATERSHED ASSESSMENT**  
**Cedar Falls, Iowa**  
**City Project Number ST-000-3157**

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**This Agreement** is made and entered by and between Robinson Engineering Company, 322 First Street East, Independence, Iowa, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.



**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Fifty Six Thousand Three Hundred and Sixty Dollars (\$56,360.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

### IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

### X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

### XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

### XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration

Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

# Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

## APPROVED FOR CLIENT

## APPROVED FOR CONSULTANT

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

By: Monica Smith

Printed Name: \_\_\_\_\_

Printed Name: Monica Smith

Title: \_\_\_\_\_

Title: President / Owner

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

Date: 3/12/2018

**Exhibit A**

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**CASTLE HILL AND HARTMAN SUBWATERSHED ASSESSMENT**  
**Cedar Falls, Iowa**  
**City Project Number ST-000- 3157**

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02/27/18

**SCOPE OF SERVICES**

This project will assess the current conditions of the stormwater flows within the proposed Castle Hills and Hartman Subwatershed in the City of Cedar Falls. The final result of this work will be a written report detailing the information obtained and the analysis completed on all data that will be compiled.

**GIS Assessment:** For this task, the following categories will be analyzed using available information: Location and area, Hydrology, Topography, Soils, Population, Ownership, Historical Land Use, Current Land Use, Current Zoning, Geology, Climate, and Threatened & Endangered Species. Where applicable, maps and/or graphs will be produced to illustrate the information being compiled.

**Physical Assessment:** For this task, the physical health of the creek will be assessed using the RASCAL (Rapid Assessment of Stream Conditions Along Length) Protocol. This analysis will look at a number of factors, including: the observed land uses on either side of the creek, any livestock access, the amount of canopy cover, bank stability, and any storm water point sources. This information will be compiled into easily understood maps and tabulations for further analysis. This assessment will be completed once during the project duration. Right of entry forms will be assembled by and sent out to all residence with creek water flowing across their property by Robinson Staff.

**Chemical Assessment:** For this task, the chemical health of the creek will be assessed. Initially, any existing chemical testing results will be compiled. Then, two or three permanent testing locations will be located within the public right-of-way in the watershed. These sites will then be monitored for one year. Due to the size of the watershed, it is recommended that no more than two sites be identified for laboratory testing. All identified testing locations will be monitored using IOWATER protocols, while twice a month at one or two locations water samples will be obtained and sent to a laboratory to determine levels of Ammonia, Chlorides, E.Coli, Nitrates, Nitrites, and Total Phosphate in the water. Additionally, for two months in the Spring, a total of four samples at the two lab testing sites will be obtained for herbicides and pesticide testing.

**Social Assessment:** This task would include assembling a simple survey to be sent to a select portion of the land owners in the watershed. (It is anticipated that there are about 500 property owners within the watershed. Therefore approximately 125 surveys will be mailed to randomly selected property owners.) This survey will be used to determine what the land owners understand about the watershed they are located in and the steps that the residents may be willing to take to conserve storm water on their property.

**Analysis of Results:** All information will be analyzed to identify areas of concern and priority repair areas. A statistical analysis of any mathematical results will be produced for reference. A WinSLAMM Analysis will be completed on the watershed to determine what BMPs should be constructed within the watershed to reduce sediment loading and improve in-stream habitat.

**Conclusions/Recommendations:** This task will include compiling a proposed plan of improvement schedule for the watershed, reviewing the statistical analysis of all water test results, and providing an overall conclusion for the assessment. The final assessment report will be produced during this task. Separate reports will be completed for the Castle Hills Subwatershed and the Hartman Subwatershed.

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

### Exhibit B

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Castle Hills and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project Number ST-000-3157

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#### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

\*\* ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. **Errors & Omissions:** If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. **Separation of Insured’s Provision:** If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.



Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

**Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

# Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

## EXHIBIT 1 – INSURANCE SCHEDULE

### General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit \$1,000,000	
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

### Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER A: Carrier should reflect rating of A-, VIII or better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR	TYPE OF INSURANCE	ADDL. (INSR.) / SUBR. (WV2)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-PORT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$ \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/>				AGGREGATE \$ 3,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> NON-STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>				EL. EACH ACCIDENT \$ 500,000
						EL. DISEASE - EA EMPLOYEE \$ 500,000
						EL. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions		Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

<b>CERTIFICATE HOLDER</b> City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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# Item G.2.k.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

# Item G.2.k.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**All terms and conditions of this policy apply unless modified by this endorsement.**



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**Exhibit C**

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**CASTLE HILLS AND HARTMAN SUBWATERSHED ASSESSMENT  
Cedar Falls, Iowa  
City Project Number ST – 000 – 3157**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS  
WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction.

## Item G.2.k.

Robinson Engineering Company  
Project No. 4252

Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157

or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**Item G.2.k.**Robinson Engineering Company  
Project No. 4252Castle Hill and Hartman Subwatershed Assessment  
Cedar Falls, Iowa  
City Project No. ST – 000 – 3157**Exhibit D****CASTLE HILLS AND HARTMAN SUBWATERSHED ASSESSMENT**  
Cedar Falls, Iowa  
City Project Number ST-000-3157

02/27/18

**COST OF SERVICES**

## A. Manhour Estimate:

Description	Manhour Estimate				
	Senior Engineer	Land Surveyor	Tech	Admin	Total
Castle Hills Watershed:					
GIS Assessment	24		10		34
Physical Assessment	8		4		12
Chemical Assessment	10		16		26
Social Assessment	24		20		44
Analysis and Report	70		24		94
Hartman Watershed:					
GIS Assessment	24		10		34
Physical Assessment	8		4		12
Chemical Assessment	10		48		58
Social Assessment	24		20		44
Analysis and Report	70		24		94
	272		180		452

B. Labor Cost: (rounded) \$52,080.00

Senior Engineer	272	X	154.25=	41,956.00
Land Surveyor	0	X	125.00 =	0.00
Technician	180	X	56.25=	10,125.00
Administration	0	X	10.00 =	<u>0.00</u>
				52,081.00

C. Direct Project Cost: (rounded) \$4,280.00

Chemical testing conducted at one site at a rate of twice a month for 10 months	\$3,496.96
Nitrates and Nitrites -- \$29.53 per test * 8 months * 2 sites * 2 times	944.96
Total Phosphate -- \$26.68 per test * 8 months * 2 sites * 2 times	853.76
Ammonia -- \$17.01 per test * 8 months * 2 sites * 2 times	544.32
E. Coli -- \$22.68 per test * 8 months * 2 sites * 2 times	725.76
Chlorides -- \$13.38 per test * 8 months * 2 sites * 2 times	428.16
Chemical testing using Iowater Protocols at rate of twice month for 8 months	\$ 400.00
Postage for Social Survey Mailing (approx. 150 property owners)	\$ 382.60

D. Estimated Project Cost: \$56,360.00



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** March 12, 2018  
**SUBJECT:** Housing Choice Voucher (Section 8) Contract for Services

Cedar Falls along with all Housing Authorities must report information to HUD about tenants currently on the program and tenants leaving the program through the PIH Information Center (PIC). Based on this, each Housing Authority is evaluated and scored annually. Our funding is based on our performance, which is gathered from the information in the PIC system. Our funding, including the Administrative fee we receive for operating the program, is based on the information HUD receives in PIC. Last year's evaluation found a variety of issues that we are working to correct. Due to staffing shortages and the need to quickly address these issues to maintain our funding level, staff reached out to consulting firms for assistance. We obtained informal quotes. MRI Software, LLC (dba Tenmast Software for PIC clean up) proposed \$850 to complete the project. Staff recommends using Tenmast on the recommendation of another Housing Authority who used their services for similar needs and said they were very thorough and understood all the problems.

Attached is a contract with insurance documents. While it is not the City's standard contract, we have reviewed it and are comfortable with the terms. MRI Software started the work, at their own risk, and as of the end of March has corrected 96% of the issues. This brings the City's score up considerably. Staff recommends entering into a contract with MRI Software, LLC and payment to the consultant for addressing these issues efficiently and helping the City to maintain its Housing Choice Voucher funding level. The City's administrative funds for the Section 8 program will be used for this project.

This program helps the City meet organizational goal 6 creating an environment conducive to economic development by continuing to seek ways in which to promote affordable housing.



## PIC CLEAN UP AGREEMENT

### TERMS AND CONDITIONS OF USE

This Trial SaaS Agreement (this "Agreement") is made as of the February 1, 2018 ("Effective Date"), between Cedar Falls Housing Authority (hereinafter referred to as "Client"), and Tenmast Software, an MRI Software LLC Company, located at 28925 Fountain Parkway, Solon, OH 44139 (hereinafter referred to as "Company" or "MRI").

1. **GRANT OF USE.** The Company hereby: (1) grants to the Client, during the Term, ) access to MRI's professional services resources only to the extent outlined with the agreed upon, executed Statement of Work attached to this Agreement at the cost specified in the Statement of Work, (2) to use the associated user manuals and end user documentation ("Documentation"), if any are delivered by Company solely for carrying out the Services outlined in the Statement of Work, and (3) the right to view the SaaS services only as required to carry out the services outlined in the attached Statement of Work, only for the products and metrics which the Company, in its sole discretion, delivers to the Client (the "Software"), solely for carrying out the services outlined in the Statement of Work (collectively, the "Grant of Use"). This Grant of Use does not permit Client to use the Software for any purpose other than as expressly permitted by this Agreement, including without limitation any use of the Software for productive purposes or deployment of the Software in any commercial application or in the operation of any business. "Client Data" means any data and information that Client provides, generates, transfers or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. For the purposes of this Agreement, Services shall mean the professional services provided by MRI and outlined in the attached Statement of Work.
  
2. **NON-DISCLOSURE.** By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party ("Confidential Information"). Confidential Information of MRI and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, fees and charges, all trade secrets, software, Documentation, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of MRI and its licensors relating to or embodied in the Software or Documentation. MRI's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI.

Each Party will protect the other Party's Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will disclose to third parties Confidential Information of the other Party without prior written consent of such other Party.

Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or

## Item G.2.I.

other appropriate remedy. The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

Remedy/Injunctive Relief. The Parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 2 as well as any other legal remedies that are available

3. **TERM.** The Grant of Use is effective for one (1) year commencing on the Effect Date, unless terminated earlier as set forth herein (the "Term"). The Grant of Use will terminate automatically at the earlier of: (1) Client fails to comply with any of the limitations or other requirements described herein; (2) MRI's termination of this Agreement (at its convenience); and (3) the end of the Term. At the end of the Term or upon the request of Company, whichever is earlier, Client will promptly remove all Confidential Information of MRI, except to the extent that may be permitted under any subsequent agreements between Client and Company.
4. **OWNERSHIP RIGHTS.** The Software is protected by patent, trademark and copyright laws and international treaty provisions. Company and its suppliers own and retain all right, title and interest in and to the Software, including without limitation all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein as well as the results of the Services performed by MRI including (without limitation). All deliverables, documentation, training materials, configurations, customizations, and all intellectual property embodied therein shall vest solely and absolutely in MRI or its licensors. Client's possession, installation, or use of the Software does not transfer any title to the intellectual property in the Software, and Client will not acquire any rights to the Software except the limited right to use it as expressly set forth in this Agreement. Client retains all right, title and interest in and to the Client Data.
5. **RESTRICTIONS.** Client may not use the Software or Services for any purposes other than as expressly permitted herein. Client may not rent, lease, loan, resell or otherwise transfer the Software. Client may not permit third parties to benefit from the use or functionality of the Software or Services via a timesharing, service bureau or other arrangement. Client may not transfer any of the rights granted to you under this Agreement. Client may not reverse engineer, decompile, or disassemble the Software. Client may not modify, or create derivative works based in whole or in part upon, the Software or the Services. Client may not copy the Software or Documentation. Client may not remove any proprietary notices or labels on the Software or output of the Services. All rights not expressly set forth hereunder are reserved by the Company.
6. **EXCLUSION OF WARRANTIES.** THE SOFTWARE AND SERVICES ARE PROVIDED TO CLIENT "AS IS", AND ANY USE BY CLIENT OF THE SOFTWARE OR SERVICES DURING THE TERM, WHETHER IN A TEST ENVIRONMENT OR OTHERWISE, WILL BE AT CLIENT'S SOLE RISK. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SOFTWARE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
7. **LIMITATION OF LIABILITY.**
  - a. Limitation of Liability: IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT AND/OR USERS FOR ANY LOSS WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OF OTHER FINANCIAL LOSS OR PERSONAL INJURY, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED (INCLUDING WITHOUT LIMITATION NEGLIGENCE), RELATING TO USE OF THE SOFTWARE OR SERVICES, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS AND USE OF DATA BY ANY PERSON OR PERSONS, THE PERFORMANCE, FAILURE OR INTERRUPTION OF THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES



EXCEPTING THEREFROM IN ALL DAMAGES ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR AND ITS SUPPLIERS.

- b. IN THE EVENT ANY EXCLUSION, LIMITATION OR OTHER PROVISION CONTAINED IN THIS AGREEMENT OF USE SHALL BE HELD TO BE INVALID FOR ANY REASON AND COMPANY BECOMES LIABLE FOR LOSS OR DAMAGE, SUCH LIABILITY IS LIMITED TO THE FEES ACTUALLY PAID BY CLIENT (IF ANY) AND NO MORE EXCEPTING THEREFROM IN ALL DAMAGES ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR AND ITS SUPPLIERS.

**8. GENERAL.**

- a. Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of Ohio to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Ohio under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (“UCITA”), or any references to the United National Convention on Contracts for the International Sale of Goods
- b. Entire Agreement: This Agreement sets forth all rights for the user of the Software and is the entire agreement between Client and Company and supersedes any other prior or contemporaneous agreements or communications with respect to the Software during the Term.
- c. No Waiver: This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Company. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Company or a duly authorized representative of Company. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

CLIENT

COMPANY

\_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_  
Authorized Signature

by: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Statement of Work – Work Authorization



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## STATEMENT OF WORK #589670

This Statement of Work incorporates by reference and is governed by the terms and conditions of the PIC Clean Up Agreement (“Agreement”) with an effective date of February 1, 2018 between MRI Software LLC and Cedar Falls Housing Authority (“Client”) and is effective as of February 1, 2018 (“Effective Date”).

Client Name: Cedar Falls Housing Authority

### PROJECT SCOPE

Client is engaging MRI to provide a one-time cleanup of Section 8 PIC records. Tenmast will analyze Client data and generate a report that identifies reasons Client is below 100% submission rate. Tenmast will provide Client with corrective action plan that identifies the records that must be submitted to PIC to correct any errors. Tenmast will then generate those records using the Client’s software system. Tenmast will transmit the correction records to PIC and work with Client on additional changes necessary to complete the cleanup and achieve a submission rate that exceeds 95%.

PIC Score History for past six (6) months:

- November: 75.11%
- October: 66.52%
- September: 66.22%
- August: 59.21%
- July: 51.27%
- June: 47.03%

### PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
  - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
  - 1.2. Statement of Work has been signed by the Client and returned to MRI.

### PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at [gpsrequests@mrisoftware.com](mailto:gpsrequests@mrisoftware.com).

### GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Professional Services Consultant will be scheduled with project personnel at a mutually agreeable timetable.





## Statement of Work – Work Authorization

2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request (PCR).
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client will work with MRI to resolve all issues related to the project in a timely fashion.
7. Client will communicate to MRI any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the project plan based on real world findings and the Client's ability to secure required resources.
10. If applicable, Client will provide/grant remote access to their self-hosted MRI installation for the consultant(s) assigned to complete the work described in this SOW.
11. If Client's data is located in the SaaS platform, access will automatically be granted to the consultant(s) assigned to complete the work described in this SOW.
12. Location of work will be discussed and determined mutually between both parties.

### PRICING ASSUMPTIONS

The *professional services fee* estimates are for MRI resources (or affiliates). Client understands that *professional services fees* are due as incurred and are billed on a monthly basis at month end. Client agrees to *pay* invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Change orders executed against this contract will be contracted at MRI standard rates.
3. Future work for either Implementation Services or Learning Services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Fee estimates do not include travel and lodging expenses. Travel and related expenses (including transportation, hotels, meals, etc.) will be billed at the actual amounts incurred.
7. All travel expenses will be governed by MRI Global Professional Services' Client Billable Expense Guidelines, furnished upon request.
8. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
9. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

# Statement of Work – Work Authorization



## PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
PIC Cleanup Service	\$850	1	Cleanup	\$850
<b>MRI Services Total</b>				<b>\$850</b>

## AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

### Cedar Falls Housing Authority

Stephanie Sheets, Director of Community Development

[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)

319-268-5151

\* Signature: \_\_\_\_\_

\* Name: \_\_\_\_\_

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

\* Indicates required field



# Statement of Work – Work Authorization

## STATEMENT OF WORK #589670

This Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of December 19, 2017 and the Schedule for Professional Services of same date between MRI Software LLC and Cedar Falls Housing Authority (“Client”) and is effective as of December 19, 2017 (“Effective Date”).

Client Name: Cedar Falls Housing Authority

Date: December 19, 2017

### PROJECT SCOPE

Client is engaging MRI to provide a one-time cleanup of Section 8 PIC records. Tenmast will analyze Client data and generate a report that identifies reasons Client is below 100% submission rate. Tenmast will provide Client with corrective action plan that identifies the records that must be submitted to PIC to correct any errors. Tenmast will then generate those records using the Client’s software system. Tenmast will transmit the correction records to PIC and work with Client on additional changes necessary to complete the cleanup and achieve a submission rate that exceeds 95%.

PIC Score History for past six (6) months:

- November: 75.11%
- October: 66.52%
- September: 66.22%
- August: 59.21%
- July: 51.27%
- June: 47.03%

### PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
  - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
  - 1.2. Statement of Work has been signed by the Client and returned to MRI.

### PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at [gpsrequests@mrisoftware.com](mailto:gpsrequests@mrisoftware.com).

### GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Professional Services Consultant will be scheduled with project personnel at a mutually agreeable timetable.



## Statement of Work – Work Authorization



2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request (PCR).
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client will work with MRI to resolve all issues related to the project in a timely fashion.
7. Client will communicate to MRI any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
9. The project team may adjust the project plan based on real world findings and the Client's ability to secure required resources.
10. If applicable, Client will provide/grant remote access to their self-hosted MRI installation for the consultant(s) assigned to complete the work described in this SOW.
11. If Client's data is located in the SaaS platform, access will automatically be granted to the consultant(s) assigned to complete the work described in this SOW.
12. Location of work will be discussed and determined mutually between both parties.

### PRICING ASSUMPTIONS

The *professional services fee* estimates are for MRI resources (or affiliates). Client understands that *professional services fees* are due as incurred and are billed on a monthly basis at month end. Client agrees to *pay* invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
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4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
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6. Fee estimates do not include travel and lodging expenses. Travel and related expenses (including transportation, hotels, meals, etc.) will be billed at the actual amounts incurred.
7. All travel expenses will be governed by MRI Global Professional Services' Client Billable Expense Guidelines, furnished upon request.
8. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
9. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.



# Statement of Work – Work Authorization

## PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
PIC Cleanup Service	\$850	1	Cleanup	\$850
<b>MRI Services Total</b>				<b>\$850</b>

## AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

### Cedar Falls Housing Authority

Toni Rewoldt, Executive Director

[Toni.Rewoldt@cedarfalls.com](mailto:Toni.Rewoldt@cedarfalls.com)

319-273-8669

\* Signature: \_\_\_\_\_

\* Name: \_\_\_\_\_

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

\* Indicates required field







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> MRI Software, LLC 28925 Fountain Pkwy Solon, OH 441394356	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Continental Insurance Company	NAIC # 35289
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: Continental Casualty Company	20443
	INSURER D: Indian Harbor Insurance Company	36940
	INSURER E: National Union Fire Insurance Company of Pittsburgh	19445
	INSURER F: Evanston Insurance Company	35378

COVERAGES CERTIFICATE NUMBER: W2843484 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6014864752	06/23/2017	06/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6018518579	06/23/2017	06/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6018518534	06/23/2017	06/23/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6018518565	06/23/2017	06/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/Prof Liability	N	N	MTP 9032515 02	06/23/2017	06/23/2018	Limit: \$5,000,000 Deductible: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insureds: MRI Software LLC, MRI Holdings LLC, MRI Waterfall LLC, Workspeed Holdings, LLC, Workspeed Management, LLC, Workspeed Notifications LLC.  
 SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Item G.2.I.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New York, Inc.		NAMED INSURED MRI Software, LLC 28925 Fountain Pkwy Solon, OH 441394356	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Crime - Unauthorized access to or unauthorized use of Protected Data on the Insured's Computer System that directly results in theft, alteration, destruction, deletion, corruption or damage of Protected Data.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
POLICY NUMBER: 01-580-79-24 EFF DATE: 06/23/2017 EXP DATE: 06/23/2018

ADDITIONAL INSURED: N  
SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Limit:	\$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378  
POLICY NUMBER: E0866703 EFF DATE: 03/22/2017 EXP DATE: 06/23/2018

ADDITIONAL INSURED: N  
SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Miscellaneous Professional Liability		\$2,000,000



**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](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** March 12, 2018  
**SUBJECT:** 1522 Belle Ave.

Construction of a new single unit home at 1522 Belle Avenue is complete. Among several zoning ordinance variances obtained for the project, were variances on the driveway width and setback. The owner agreed to reconstruct the driveway, so that it could be expanded to the extent possible (15' wide) and to improve the condition. At the same time, it would be lowered and slightly pitched to allow better drainage of the area. Due to the winter weather, this cannot be completed at this time. The owner is requesting occupancy, subject to the attached Contract for Completion that outlines terms for completing the new driveway by July 1, 2018. It further provides that if the driveway is not completed, the City could complete such work and assess it as a lien against 1522 Belle Ave.



**CONTRACT FOR COMPLETION OF IMPROVEMENTS**

THIS CONTRACT is made and entered into this 13<sup>th</sup> day of March, 2018, by and between Jensen Carpentry, Inc., an Iowa corporation, owner of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter "Jensen"), and the City of Cedar Falls, Iowa (hereinafter "City").

**RECITALS:**

A. Jensen is the owner of real estate located in the City of Cedar Falls, Iowa, commonly known as 1522 Belle Avenue and legally described as:

Lot 1, Bescher Minor Plat, Cedar Falls, Black Hawk County, Iowa

(hereinafter "Jensen Real Estate").

B. The Jensen Real Estate lies immediately to the south of real estate commonly known as 1500 Belle Avenue, legally described as

Lot 2 Bescher Minor Plat, Cedar Falls, Black Hawk County, Iowa

(hereinafter "Vorland Real Estate").

C. The Jensen Real Estate lies immediately north of real estate owned by the Joanne Heath Revocable Trust commonly known as 1600 Belle Avenue, and legally described as:

Auditor Whitney's Road Plat to Cedar Falls, the South 100 feet of that part of Lot 123 commencing at the Northwest corner of Lot 123 thence South along the West line of said Lot 556.8 feet, thence East at right angles to said West line of said Lot 200 feet, thence North and parallel to the West line of said Lot 398.6 feet to the Northerly line of said Lot, thence Northwesterly along the Northerly line of said Lot 254.4 feet to the place of beginning. (Locally known as 1600 Belle Avenue, Cedar Falls, Iowa 50613)

(hereinafter "Heath Real Estate").

D. The Board of Adjustment for the City of Cedar Falls, Iowa granted four variances to Jensen at the meeting of the Board of Adjustment on Monday, February 26, 2018. The Board of Adjustment's decision to grant the variances was conditioned upon Jensen removing the existing drive and installing a new hard surface private drive fifteen (15) feet in width extending from the point at which Belle Avenue terminates at the south boundary of the Heath Real Estate and continuing to the south boundary of the Vorland Real Estate. The purpose of this Contract is to confirm the terms under which Jensen will complete the installation of the private drive.

## Item G.2.m.

### TERMS OF CONTRACT

1. Jensen will remove the existing private drive and construct a new hard surface private drive fifteen (15) feet in width extending from the point at which Belle Avenue terminates at the south boundary of the Heath Real Estate extended westward and continuing in a northerly direction to the south boundary of the Vorland Real Estate. The west edge of the private drive will be located in approximately the same location as the western edge of the current private drive. The west edge of the private drive might be moved a few feet to the west if the existing grade in the area will allow for construction of the private drive and moving the private drive westward is necessary to keep the entire private drive within the existing ingress-egress easement over the Heath Real Estate. The entire new private drive and grading work must lie within the existing ingress-egress easements. Jensen will cooperate with the City in an effort to locate existing utilities and will make any adjustments necessary to avoid covering the utilities with concrete to the extent that such adjustments can be made while still satisfying the requirement that the private drive be fifteen (15) feet in width and lie entirely within the twenty (20) foot ingress-egress easement across the Heath Real Property.

2. Jensen acknowledges that the specifications of the new private drive will be designed to maintain the natural flow of water in a westward direction across the private drive and into the ravine that is located immediately to the west of the private drive. Jensen further acknowledges that the private drive specifications will be established in a manner that is not likely to result in the pooling and subsequent freezing of water on the private drive. Plans and specifications for the new private drive shall be submitted to the City in advance for review and approval to ensure appropriate location, proper drainage and suitability of materials. The City acknowledges that neither Jensen nor the City is authorized to enter upon that portion of the Heath Real Estate located to the east of the twenty (20) foot ingress-egress easement, and the City agrees to consider this limitation when considering approval of plans and specifications for the private drive.

3. Jensen agrees to complete the installation of the private drive no later than July 1, 2018. However, if the decision of the Board of Adjustment for the City of Cedar Falls is challenged in district court, Jensen's obligation to complete the installation of the private drive shall be stayed until a date sixty (60) days following a final determination of such appeal or until weather permits completion of the private drive if the final determination occurs during a time of year when the private drive cannot be completed due to weather. If Jensen fails to complete the construction of the private drive in accordance with City specifications in the time provided for in this Contract, the City shall have the right to complete the installation of the private drive. In the event the City completes the installation of the private drive, the cost incurred by the City to complete the installation of the private drive shall be assessed upon the Jensen Real Estate and become a lien thereon which may be collected in the same manner as a property tax, which lien will run with the land and remain in force until payment is made fully reimbursing the City of Cedar Falls for the cost of completing the private drive.

4. As consideration for Jensen entering into this Contract for Completion of Improvements, the City hereby agrees to complete its final inspection of the residence constructed on the Jensen Real Estate, and if the residence passes inspection, the City agrees to grant a temporary occupancy permit pending the completion of the private drive in accordance

with the requirements of this Contract. Upon the completion of the private drive in accordance with the terms of this Agreement, the City will issue a permanent occupancy permit.

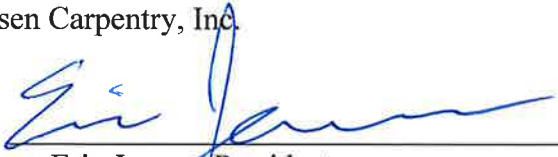
5. This Contract is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Contract is made under the laws of the State of Iowa and is governed and construed in accordance therewith.

7. If any part of this Contract is for any reason held invalid, the remaining parts of this Contract shall remain valid and enforceable to the fullest extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Jensen Carpentry, Inc.

By:   
Eric Jensen, President

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
James P. Brown, Mayor

Attest:

\_\_\_\_\_  
Jacque Danielsen, City Clerk

STATE OF IOWA

COUNTY OF BLACK HAWK

This instrument was acknowledged before me this \_\_\_\_\_ day of March, 2018, by James P. Brown, Mayor, and Jacque Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

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

**Item G.2.m.**

STATE OF IOWA

COUNTY OF BLACK HAWK

On this 13<sup>th</sup> day of March, 2018, the above instrument was acknowledged before me by Eric Jensen as President of Jensen Carpentry, Inc.



Mark S. Rolinger  
Notary Public in and for the State of Iowa





## 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:** Honorable Mayor and Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** March 14, 2018  
**SUBJECT:** CMS Chamber Building Relocation

**REQUEST:** Request to approve the CMS former Chamber Building Relocation

**PETITIONER:** Community Main Street; AHTS Architects, PLC

**LOCATION:** South eastern corner of the River Place First Addition Lot 1. This property is located at the end of E 4th Street at the entrance of the Water Reclamation Plant.

### PROPOSAL

The former Chamber Building is currently located on the corner of 1st and Main Street in Cedar Falls. Due to proposed development on the site the Chamber Building will either need to be demolished or relocated. Community Main Street is proposing to relocate the Chamber Building to the south eastern corner of the River Place Development. See circled area to the right. Community Main Street is working with State Street Residences to acquire the site with the goal that this will become Community Main Street's new office location.

Community Main Street is requesting a site plan review for the relocation of the Chamber Building within the Central Business District.



### BACKGROUND

All substantial improvements in the Central Business District, as defined in Section 29-168 CBD, Central business district overlay zoning district, must be reviewed and approved by the Planning & Zoning Commission as well as City Council. The proposed relocation of the former

## Item G.2.n.

Chamber Building is considered a substantial improvement. A site plan and design review is required.

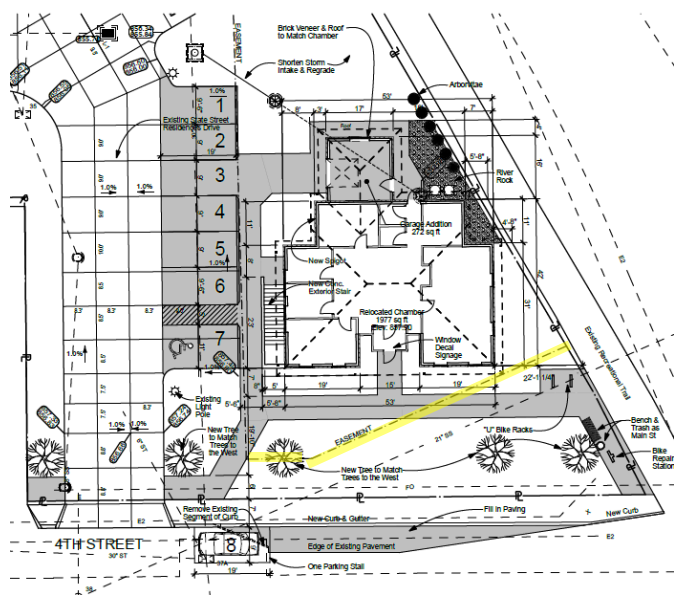
Typically when moving a building to a new location the building's "grandfathered" status is lost and is considered new construction. However, the site plan under consideration is unique as the building that is being moved is already part of the overlay's fabric and the site under consideration does not offer very many other realistic uses. These factors should be considered.

The Central Business District design review is in place to ensure that proposed improvements or development will complement existing nearby uses and building designs. The property in question is surrounded by the Water Reclamation Plant and bike trail to the east, Viking Pump to the south, and River Place Development to the north east.

### ANALYSIS

The property is located in the C-3 Commercial zoning district and the Central Business District overlay. If approved, the roughly 2,000 square foot former Chamber Building will be utilized as an office with a garage for storage of materials and a gator. The Planning and Community Services Division has the following comments regarding the proposed development site plan:

- 1) Proposed Use: The proposed office use is permitted in the C-3 Commercial district. **Use permitted.**
- 2) Setbacks: There are no building setbacks in the C-3 Commercial district. It should be noted that there is a utility easement through the southern portion of the lot that will remain in place, highlighted in yellow below. The proposed building will be placed outside of the easement area. **Setbacks satisfied.**

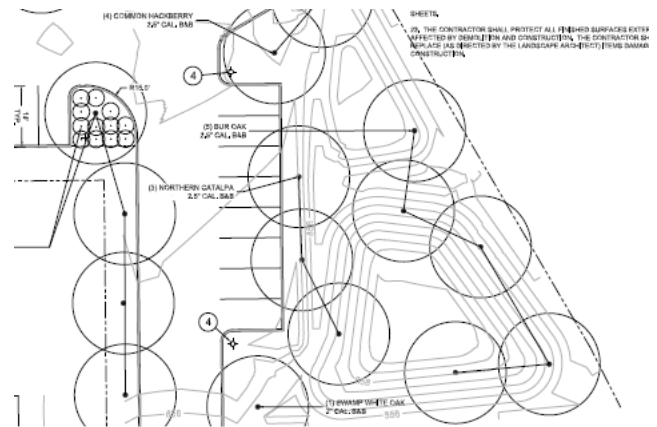


- 3) Parking: One feature of C-3 zoning is that permitted commercial uses do not have to provide on-site parking. However, the area that the former Chamber Building will be locating is part of the River Place Development. As part of the Developer's agreement with the City parking for all the residential units in the development would be provided. In total the development needs to provide 316 parking spaces. The parking plans for the River Place development have been reviewed. To meet the total 316 parking spaces 7 on-site parking spots will be provided by the proposed site plan. The applicant is also proposing to create one additional on-street parking stall.

ADA guidelines require that every parking lot have a certain number of handicap accessible stalls. The approved River Place Development met those standards. Now that a building is being proposed at this location, one handicap accessible spot is required for access to the building. One handicap accessible spot is being provided. This proposed parking lot

satisfies the minimum setback of 5 feet from the property line and commercial stall dimensions (9 feet by 19 feet). **Parking requirements met.**

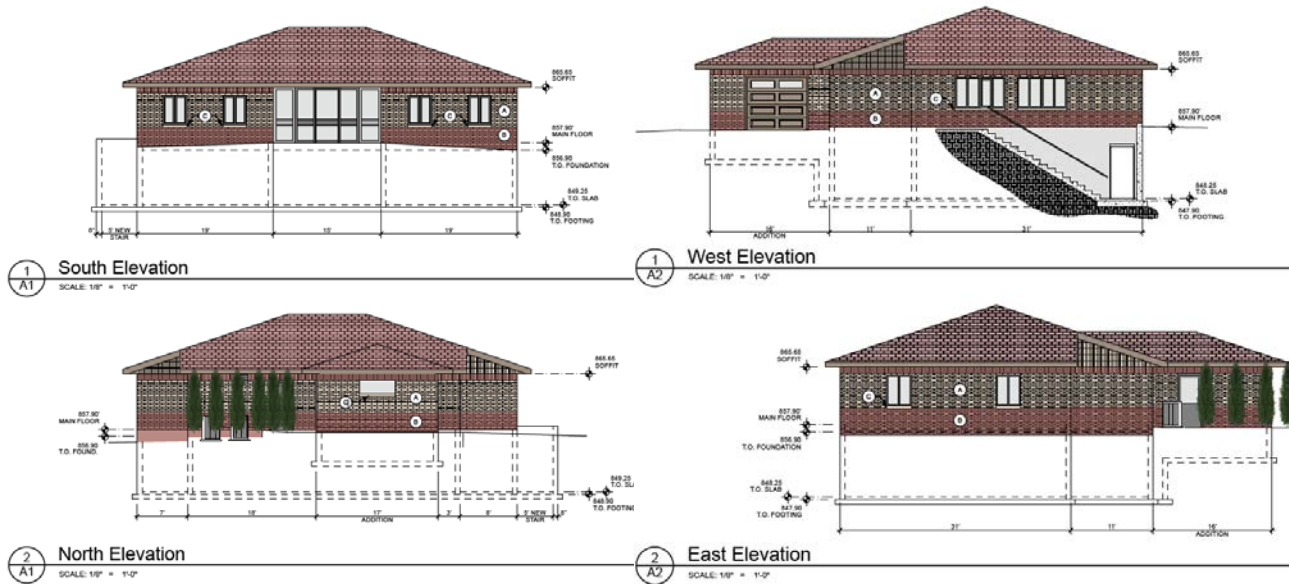
- 3) Open Space/Landscaping: There are no open green space requirements in the C-3 Commercial zoning district. However, parking lots have some limited landscaping requirements per section 29-177. Part of the River Place Development approval was a landscaping plan. The image to the right shows the section of the River Place Development landscaping plan for the site in question. There were 10 trees proposed for this area. The site plan of the former Chamber Building Relocation proposes to add four new trees along 4th Street and six arborvitaes along the back of the building. The arborvitaes would screen the building's utilities. **Requirement met.**



- 4) Sidewalks: The existing public sidewalk on E. 4th Street is approximately 5 feet wide and ends at the eastern entrance of the Viking Pump parking lot. The applicant is proposing to install a 6 foot wide sidewalk along the remainder of E. 4th Street that will connect to the proposed building and the existing recreational trail. A sidewalk connection from the seven proposed parking stalls is also being provided. The applicant proposes to install new curb and gutter along E 4th Street as well as improve the current gravel area of the road. The area between the sidewalks and street curb will be grass. All sidewalks and sidewalk ramps must be ADA compliant. Two “U” bike racks will be installed along the east side of the building by the trail as well as a bike repair station. **Sidewalk requirement met.**
- 5) Trash Dumpsters: The applicant is not proposing a dumpster. A trash bin will be moved from in the building to and from the curb on garbage collection days. **Requirement met.**
- 6) Storm Water Management: The area under consideration is part of River Place Development. A Storm Water Management Plan was submitted and approved with that development. This site utilizes an in line treatment system. As the proposed building creates less than 5,000 square feet of additional impervious area an update to the development’s stormwater management plan is not required at this time. **Requirement met.**
- 7) Lighting Plan: Existing light poles will be utilized on the site. **Requirement met.**
- 8) Signage: A window decal sign is proposed on the main entrance. If any additional signage is added in the future sign permit applications and review will be required at that time. **Requirement met.**
- 9) Design Review: The Central Business District overlay states that the architectural character, materials, and textures of all buildings shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be

## Item G.2.n.

maintained by reviewing several design elements. These are noted on the next few pages with a review on how each element is addressed.



- a) Proportion: *The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

The applicant is proposing to move the former Chamber Building from its current site and set it on a new basement at the new location on E 4th Street. The height of the building will remain the same. Even though this is an existing building, by moving the structure to a new location, it must be viewed as new construction and loses any “grandfathered” status. The code’s design review for proportion, states that the height of adjacent buildings needs to be considered. Adjacent buildings to this site include the Water Reclamation Plant to the east, Viking Pump to the south, and River Place Development to the north and west. The heights of buildings in the Water Reclamation Plant vary from 1 to 3 stories. Viking Pump is 2 stories at State Street and then tapers down to 1 story further east. The SSR1 building (300 State Street) and the SSR2 building are the closest buildings of the River Place Development to this site. SSR1 is 3 stories high and SSR2 is 4 stories. Height was discussed at the February 14th Planning and Zoning Commission meeting. The Commission felt that a one story building at this location would not be out of character. The one story section of Viking Pump, directly across the street of the proposed location, and the one story buildings within the Water Reclamation Plant were cited. **Criterion met.**

- b) Roof shape, pitch and direction: *The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The applicant is proposing to move the former Chamber Building from its current site and set it on a new basement at the new location. The hip roof of the building will

remain. All directly adjacent buildings have flat roofs; however there are a number of other buildings in the overlay that have pitched roofs. See attached map with examples. The roof shape of the proposed building was discussed by the Planning and Zoning Commission at their February 14th regular meeting. After reviewing the existing pitched roofed buildings in the district and their locations, the Commission felt that maintaining the building's existing pitched roof would not be out of character with the district. **Criterion met.**

- c) *Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

The majority of existing commercial buildings in Cedar Falls Downtown District have a higher proportion of openings to wall area. The current building's front façade along E 4th Street has a number of openings. However all other sides are primarily solid; the window pattern from the front is not carried around. The Planning and Zoning Commission reviewed the proposed pattern of the building at their regular February 14th meeting. After discussion the Commission felt that additional windows to the structure are not necessary. **Criterion met.**

- d) *Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The applicant is proposing to move the former Chamber Building from its current site and set it on a new basement at the new location. Brick from the building will be removed for the relocation and then replaced. The existing asphalt shingles on the building's roof will remain. Viking Pump directly across the street is an all brick building. The River Place Development to the north also utilizes masonry. The materials proposed are compatible with the district. **This criterion is met.**

- e) *Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

The former Chamber Building's existing tan brick will be removed and replaced with two darker shades of brick, shown to the right. The existing brown red shingles on the roof will remain. These neutral colors are consistent with the buildings in the area. **This criterion is met.**



SIoux CITY BRICK  
ELK CREEK  
KINGSIZED BRICK

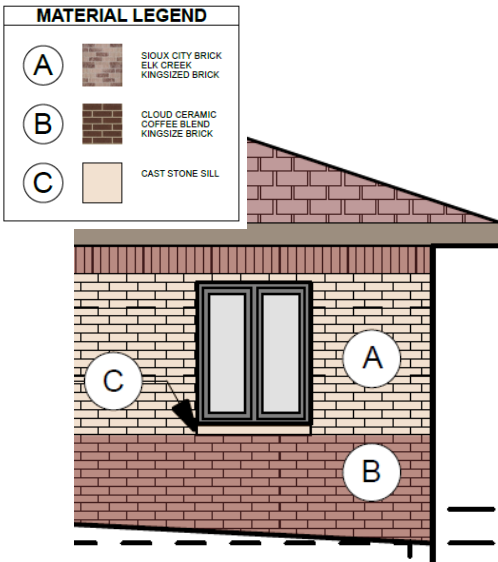


CLOUD CERAMIC  
COFFEE BLEND  
KINGSIZE BRICK

- f). *Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

## Item G.2.n.

The proposed Coffee Blend Brick that will be added to the bottom third of the building creates a horizontal band, or wainscot. This provides for a break in color and adds visual interest. The adjacent buildings in the River Place Development and Viking Pump include vertical color or material breaks in their design to create the illusion of modules. Providing vertical breaks may not be necessary for this proposed building as its scale is a lot smaller than the other noted structures. The use of a horizontal band is consistent with other buildings of this size within the district, for example Regions Bank at 415 State Street that was built in 2003 (see image to the right). Note that the CBD overlay was first established in 2004.



The former Chamber Building's casement windows have brick window sills. The applicant is proposing to install cast stone sills, see image to the left. The majority of windows in the overlay district are typically some form of double-hung or casement sash. The building also has a soldier course brick design along the bottom of the eave that the applicant will replicate and accentuate with the use of the darker Coffee Blend Brick. Similar treatments are found on buildings in the overlay area.

The building has a primarily brick façade. The south elevation of the building has glass doors and equally spaced windows. This provides for a more transparent entrance that is pedestrian friendly.

The architectural features of the proposed building were discussed at the regular February 14th Planning and Zoning Commission meeting. The Commission requested that additional thought be given to this review criterion. The façade shown in this report is what was resubmitted by the applicant. The previously proposed façade is attached for reference. The proposed changes incorporate elements from the original building and mirrors architectural elements found in the downtown. **This criterion is met.**

### TECHNICAL COMMENTS

City Technical Staff, including Cedar Falls Utilities (CFU) personnel, noted that gas and communication services are available to the site. All technical comments have been addressed.

### STAFF RECOMMENDATION

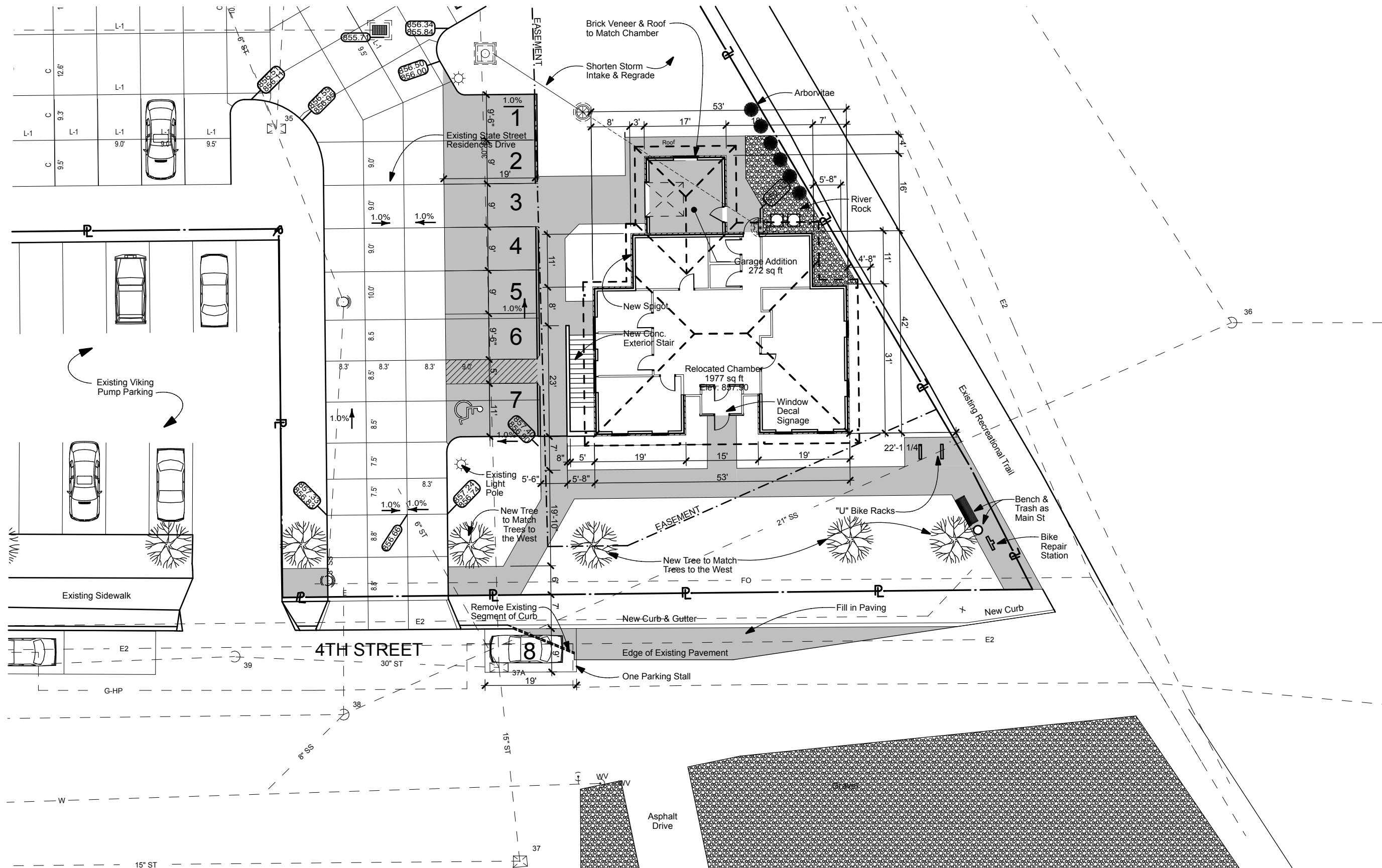
The Planning and Zoning Commission and staff recommend approval of the proposed former Chamber Building Relocation site plan.

PLANNING & ZONING COMMISSION

Discussion 2/14/2018 Planner Lehmann presented the site plan for the former Chamber Building relocation and asked for the Commission to provide feedback on the various design review criteria. The various elements were discussed. The Commission was supportive of all criteria as proposed by the applicant but requested that the architectural details criterion be further explored. It was recommended that elements from the surrounding buildings be incorporated.

Discussion and Vote 2/28/2018 Planner Lehmann presented the amended site plan for the former Chamber Building relocation. Parking for the site was discussed. The Commission approved the site plan for the Chamber Building relocation unanimously.

Attachments: Proposed Site Plan  
Elevations  
Pitch roof structures in the Central Business District overlay



# CMS Chamber Relocation - Site Plan

SCALE: 1" = 20'



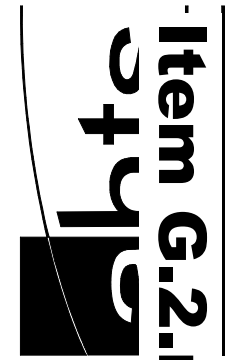
VERIFY GRADES & DRAINAGE  
PRIOR TO CONSTRUCTION

SHADED REGIONS INDICATE  
NEW PAVING

**CMS Chamber Relocation**  
East 4th Street  
Cedar Falls, IA 50613

Drawings and Specifications, ideas and design are the property of the architect and no part shall be copied or reproduced in any form without the written consent of the architect. Visual contact with these plans and specifications shall constitute acceptance of these restrictions.

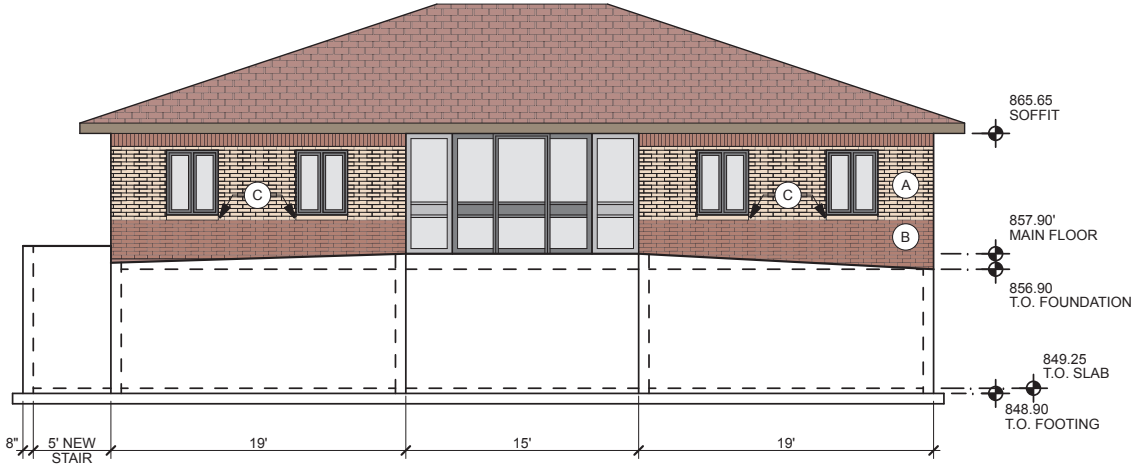
327 East Fourth Street  
Suite 204  
Waterloo, Iowa 50703  
Ph.: 319-231-9291  
Fax: 319-231-9292



Project No. 2017-0061  
**AS**  
March 5, 2018

Copyright 2018



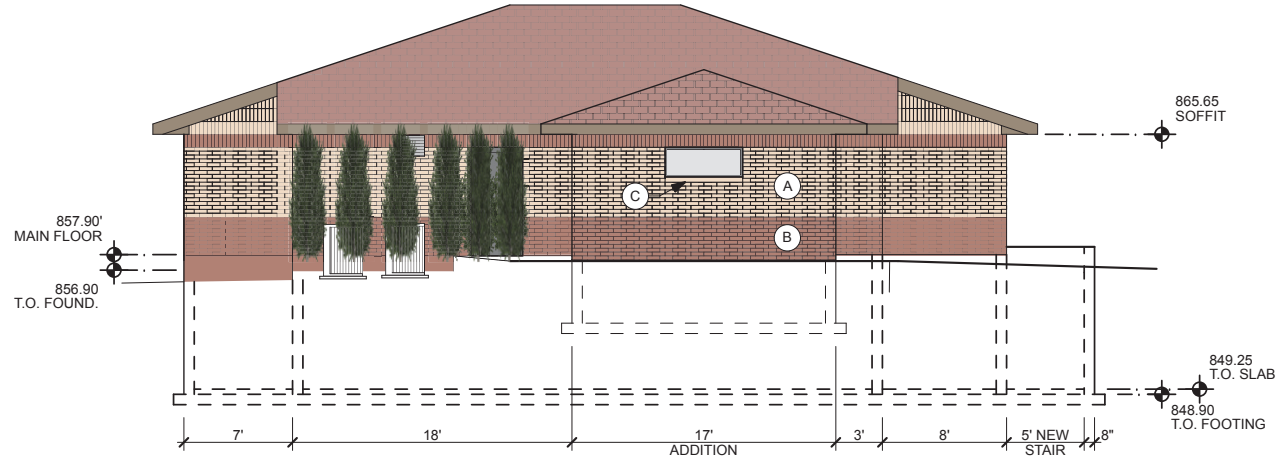


MATERIAL LEGEND	
(A)	SIOUX CITY BRICK ELK CREEK KINGSIZED BRICK
(B)	CLOUD CERAMIC COFFEE BLEND KINGSIZE BRICK

1  
A1

### South Elevation

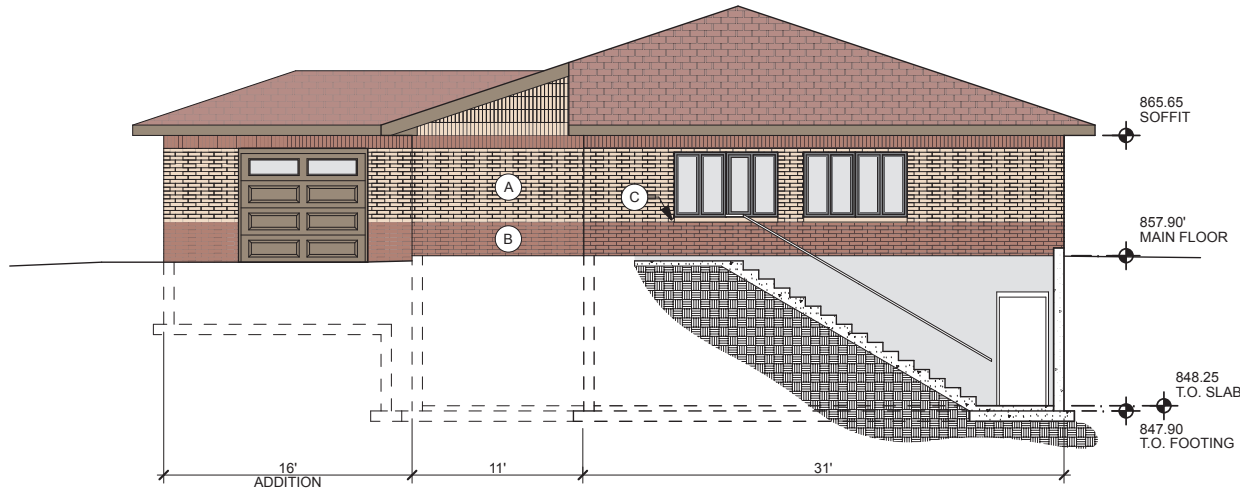
SCALE: 1/8" = 1'-0"



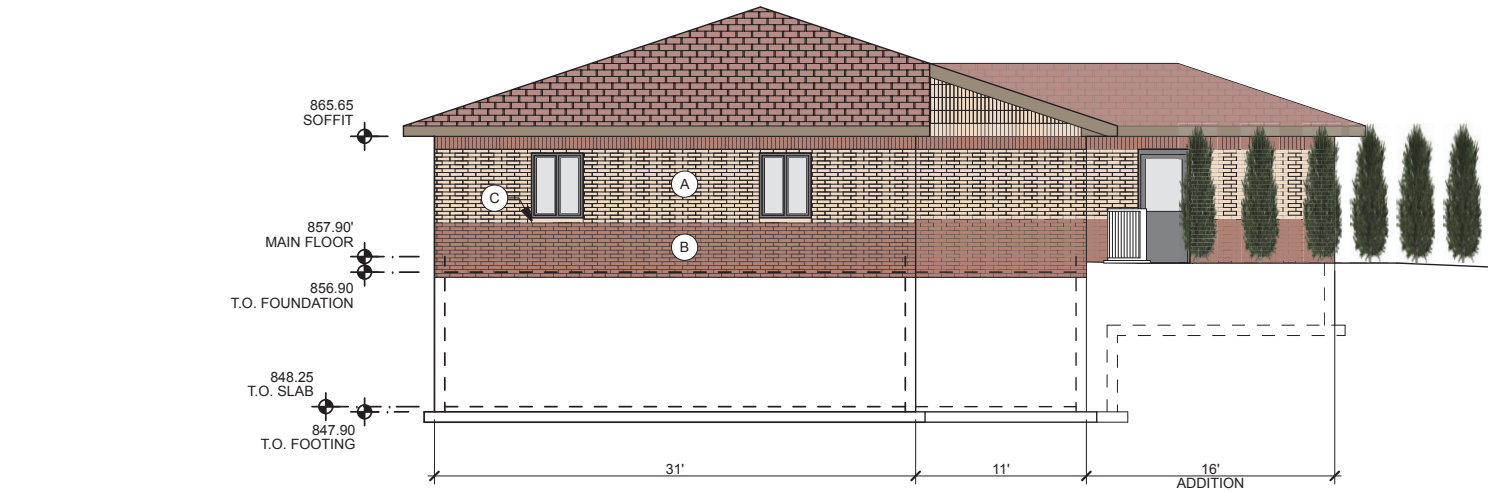
2  
A1

### North Elevation




SCALE: 1/8" = 1'-0"



1  
A2  
**West Elevation**  
SCALE: 1/8" = 1'-0"



2  
A2  
**East Elevation**  
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND		
A		SIOUX CITY BRICK ELK CREEK KINGSIZED BRICK
B		CLOUD CERAMIC COFFEE BLEND KINGSIZE BRICK
C		CAST STONE SILL

# Chamber Building Relocation

## Examples of Pitch Roof Structures within Central Business District



ICM Financial (Depot)  
422 Main St



Taylor Vet Clinic  
315 State St



Maid Rite  
116 E 4th St



Custom Image Embroidery  
415 State St



E-Clips  
506 State St



La Riviere Condos  
221 E 5th St



602 State St



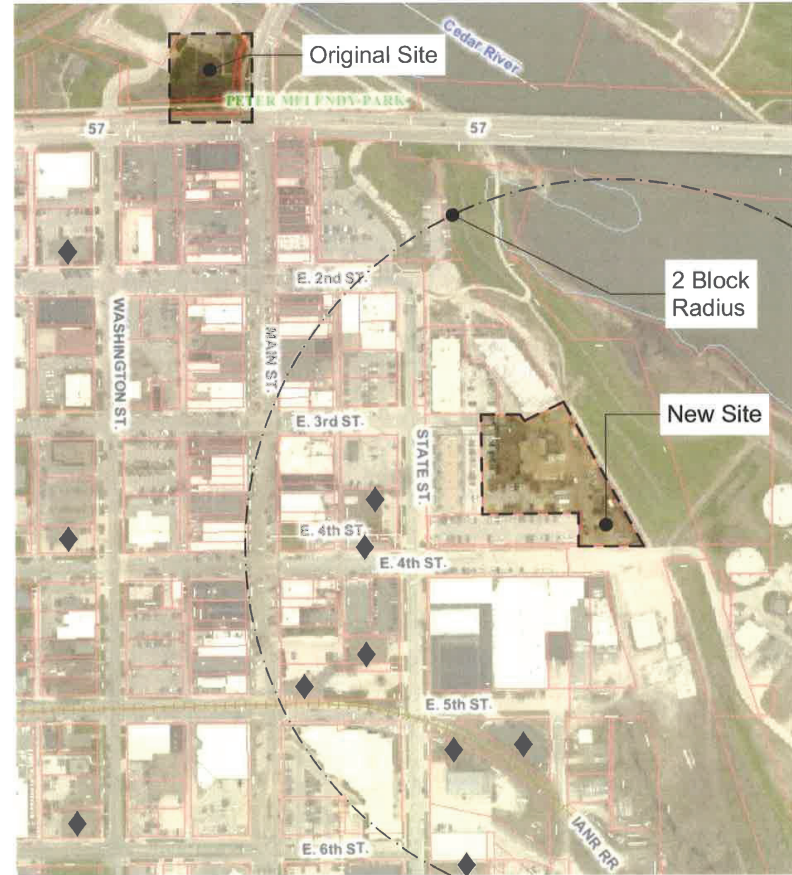
NXT Bank  
205 W 2nd St



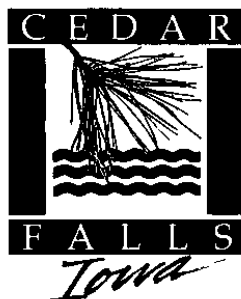
Varsity Cleaners  
323 Washington St



Agape Therapy  
211 W 6th St







**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor and Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** March 14, 2018  
**SUBJECT:** Zoning Ordinance to reflect changes to the Rental Ordinance

In April 2017 the Iowa Legislature passed House File 134. The new legislation states that no municipality can adopt or enforce any rental regulations after January 1, 2018 that are based on familial or non-familial relationships. A copy of House File 134 is attached for your reference. In response to House File 134, City Council approved amendments to the City's Rental Code on December 18th, 2017.

To meet House File 134 all references and definitions of "family", "related", and "unrelated" needed to be removed from the Rental Code. This was accomplished through primarily terminology changes. For consistency all other sections of the City Code are being updated, including the Zoning Code and the City's Zoning Map. The proposed changes to the Zoning Code and Map, attached, reflect these terminology changes. For instance "single family homes" is being updated to "single unit homes".

The Planning and Zoning Commission's initial feedback was received on February 14th, 2018 and a public hearing and vote was held on February 28th, 2018. The Planning and Zoning Commission unanimously approved the revisions.

The Community Development Department requests that a public hearing be scheduled for April 2, 2018 to consider the noted revisions to Chapter 29, Zoning. If you have any questions or need additional information, please feel free to contact me.

Xc: Stephanie Sheetz, Director  
Kevin Rogers, City Attorney

# Item G.2.o.

## House File 134 - Enrolled

House File 134

### AN ACT

RELATING TO THE AUTHORITY OF CITIES TO REGULATE AND RESTRICT THE  
OCCUPANCY OF RESIDENTIAL RENTAL PROPERTY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 414.1, subsection 1, Code 2017, is amended to read as follows:

1. a. For the purpose of promoting the health, safety, morals, or the general welfare of the community or for the purpose of preserving historically significant areas of the community, any city is hereby empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

b. A city shall not, after January 1, 2018, adopt or enforce any regulation or restriction related to the occupancy of residential rental property that is based upon the existence

of familial or nonfamilial relationships between the occupants  
of such rental property.

\_\_\_\_\_  
LINDA UPMEYER  
Speaker of the House

\_\_\_\_\_  
JACK WHITVER  
President of the Senate

I hereby certify that this bill originated in the House and  
is known as House File 134, Eighty-seventh General Assembly.

\_\_\_\_\_  
CARMINE BOAL  
Chief Clerk of the House

Approved \_\_\_\_\_, 2017

\_\_\_\_\_  
TERRY E. BRANSTAD  
Governor

# Item G.2.o.

Chapter 29 - ZONING<sup>(1)</sup>

Footnotes:

--- (1) ---

**Cross reference**— Advertising, ch. 3; airport, ch. 4; buildings and building regulations, ch. 7; fire prevention and protection, ch. 11; housing, ch. 14; mobile homes, mobile home parks and mobile home subdivisions, ch. 17; parks and recreation, ch. 20; planning, ch. 21; public safety, ch. 22; subdivisions, ch. 24.

**State Law reference**— Municipal zoning generally, I.C.A. § 414.1 et seq.; restricted residence districts generally, I.C.A. § 414.24.

## ARTICLE I. - IN GENERAL

Sec. 29-1. - Title of chapter.

This chapter shall be known and may be cited and referred to as the Zoning Ordinance of the city.

(Code 1971, § 32-22)

Sec. 29-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

*Access drive* means a driveway or easement allowing access to a lot not having frontage upon a street.

*Accessory use or structure* means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

*Administrator* means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

*Alley* means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

*Apartment hotel* means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

*Assessed value* means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

*Base Flood* means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new



development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

*Basement* means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

*Bed and breakfast enterprises is synonymous with lodging house or guest lodging and* means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

*Bed and breakfast inn is synonymous with hotel, and* means a lodging establishment containing six or more guest rooms.

*Boardinghouse* means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

*Building* means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

*Building, height of* means the vertical distance from grade to the highest point of any roof ridge.

*Building line* means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

*Building setback (see Yard)* means the minimum required area of unobstructed open space on a lot measured from the property line.

*Carport* means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

*Channel* means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

*Clinic* means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

*Day nursery or nursery school* means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

*Development* means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

*Driveway, commercial* means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

*Driveway, hard surface* means a paved area, as defined in article VI, of chapter 23, of this Code. It does not include gravel or granular surface materials.

*Driveway, residential* means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking

## Item G.2.o.

for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See section 29-179 for additional regulations.

~~Dwelling means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.~~

~~Dwelling means any building or structure containing one or more units used, intended, or designed for occupancy by persons, including any attached appurtenances.~~

~~Dwelling unit means any building, room, or group of adjoining rooms providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.~~

*Dwelling, condominium* means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

~~Dwelling, multiple means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.~~

~~Dwelling, Multiple means any structure containing three or more dwelling units.~~

*Dwelling, row* means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

~~Dwelling, single-family means a detached residence designed for or occupied by one family only.~~

~~Dwelling, Single-unit means a structure containing one dwelling unit.~~

*Dwelling, single-family unit bi-attached* means a dwelling designed for or occupied by one ~~family~~ unit only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

~~Dwelling, Two-unit means a structure containing two dwelling units.~~

~~Dwelling, Two-unit conversion means a structure that was originally constructed as a single-unit dwelling, but which was subsequently converted to a two-unit dwelling.~~

~~Dwelling, two-family means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.~~

~~Dwelling unit means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.~~

*Elevating* means raising a structure or property by fill or other means to or above the minimum flood protection level.

*Encroachment limits* means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

*Factory-built home park* means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

*Factory-built housing* means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

*Factory-built structure* means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

*Fair market value* means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

*Family* means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

*Family day care home* means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

*Flood* means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

*Flood elevation* means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

*Flood insurance rate map (FIRM)* means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

*Flood insurance study* means a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.

*Floodplain* means any land susceptible to being inundated by water as a result of a flood.

*Floodplain buildable area* means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

*Flood profile* means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

*Floodproofing* means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

*Floodway* means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

*Floodway fringe* means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

*Floor area ratio* means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

*Garage, private* means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

*Gasoline filling station* means any building or premises used for:

## Item G.2.o.

- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

*Group home* means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

*Guest room* means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

*Habitable space for flood protection purposes* means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

*Historic structure* means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Secretary of Interior or
  2. Directly by the Secretary of Interior in states without approved programs.

*Home occupation* means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

*Hotel* means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

*Junkyard* means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel

materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

*kennel* means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

*Landscape area* means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

*Lot* means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and
- (4) A parcel of land described by metes and bounds;

provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

*Lot, corner* means a lot abutting upon two or more streets at their intersection.

*Lot depth* means the mean horizontal distance between the front and rear lot lines.

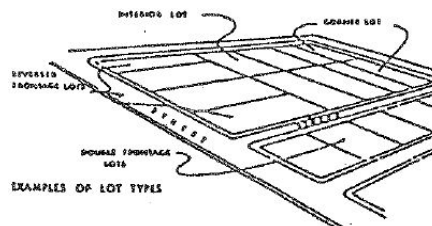
*Lot, double frontage* means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

*Lot, interior* means a lot other than a corner lot.

*Lot lines* means the lines bounding a lot.

*Lot of record* means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

*Lot, reversed frontage* means a corner lot, the side street line of which is substantially a continuation



of the front line of the first platted lot to its rear.

;p0;  *Lot width* means the width of a lot measured at the building line and at right angles to its depth.

*Lowest floor* means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;

## Item G.2.o.

- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

*Main body* means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

*Manufactured home* means a factory-built single-family unit structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family unit detached dwelling.

*Mini-storage warehouses* means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

*Mobile home* means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

*Mobile home accessory building or structure* means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

*Mobile home space* means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

*Modular home* means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

*New construction (new buildings, new mobile home parks)* means those structures or development for which the start of construction commenced on or after February 1, 1985.

*Nursing or convalescent home* means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

*Obstruction* means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill,

structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

*Official floodplain zoning map* means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

*One hundred (100) year flood* means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

*Parking area* means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

*Parking lot* means an area improved and designated or commonly used for the parking of three or more motor vehicles.

*Parking space, also Parking stall* means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

*Permanent storage* means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

*Porch, unenclosed* means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

*Principal use* means the main use of land or structures, as distinguished from an accessory use.

*Program* means the National Flood Insurance Program (NFIP).

*Public damages* shall consist of but not necessarily be limited to the following:

- (1) Physical flood damage to:
  - a. Streets.
  - b. Sewers.
  - c. Water mains.
  - d. Other public utilities.
  - e. Public buildings.
  - f. Bridges.
  - g. Recreational trails.
- (2) Expenditures for:
  - a. Emergency flood protection.
  - b. Evacuation and relief.
  - c. Rehabilitation and cleanup.
- (3) Losses due to:
  - a. Interruption of utilities and transportation routes.
  - b. Interruption of commerce and employment.

*Public sewer system* means a municipally owned, operated and maintained sanitary sewer system.

## Item G.2.o.

*Public water supply* means a municipally owned, operated and maintained water supply.

*Reach* is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

*Recreational vehicle* means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

*Regulatory flood* means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

*Roominghouse* means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three ~~unrelated~~ resident tenants aged 18 years or older. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

*Satellite receiving dish* means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

*Site coverage ratio* means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

*Special Exception Permit* means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

*Story* means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

*Story, half* means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

*Street line* means the right-of-way line of a street.

*Street, private* means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

*Street, public* means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

*Structural alterations* means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

*Structure* means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.



*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

*Substantial improvement* means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
  - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
  - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
  - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
  - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

*Temporary storage* means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

*Travel trailer* means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

*Wind energy conversion system* means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

*Variance* means a grant of relief by a community from the terms of the zoning ordinance.

*Violation* means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

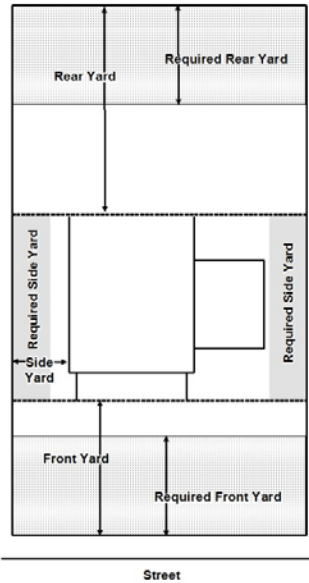
*Yard* means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

*Yard, front* means a yard extending across the full width of the lot and measured between the front lot line and the building.

*Yard, rear* means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

## Item G.2.o.

*Yard, required* means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in section 29-83. If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.



**Figure 1**

*Yard, side* means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

(Ord. No. 2750, § 1, 7-11-11; Ord. No. 2837, § 1, 3-2-15; Ord. No. 2847, § 1, 7-20-15)

**Cross reference**— Definitions and rules of construction generally, § 1-2.

Sec. 29-3. - Interpretation of chapter.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements. Where this chapter imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this chapter shall control.

(Code 1971, § 32-23)

Sec. 29-4. - Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.

- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairman, vice-chairman or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.
- (c) In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds  $\frac{2}{3}$  of all the members of the city council. In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths  $\frac{3}{4}$  of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of this chapter.
- (e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

(Code 1971, § 32-50; Ord. No. 2439, § 1, 6-23-03)

Secs. 29-5—29-30. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

# Item G.2.o.

## DIVISION 1. - GENERALLY

### Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

### Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

### Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.
- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

**Sec. 29-34. - Floodplain development permit.**

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
  - (1) A description of the work to be covered by the permit for which application is to be made.
  - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
  - (3) An indication of the use or occupancy for which the proposed work is intended.
  - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
  - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
  - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
  - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

**Editor's note**— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

**Sec. 29-35. - Variances and special exception permits.**

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:

## Item G.2.o.

- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - (2) Variances shall only be granted upon:
    - a. A showing of good and sufficient cause;
    - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
    - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
  - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
    - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
    - b. Such construction increases risk to life and property.
  - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
  - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
  - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
  - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - (5) The importance of the services provided by the proposed facility to the community.
  - (6) The requirements of the facility for a floodplain location.
  - (7) The availability of alternative locations not subject to flooding for the proposed use.
  - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
  - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
  - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
  - (12) Such other factors which are relevant to the purpose of this chapter.

- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
  - (2) Limitation on periods of use and operation.
  - (3) Imposition of operational controls, sureties and deed restrictions.
  - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
  - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
    - a. Anchorage to resist flotation and lateral movement.
    - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
    - c. Reinforcement of walls to resist water pressures.
    - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
    - e. Addition of mass or weight structures to resist flotation.
    - f. Installation of pumps to lower water levels in structures.
    - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
  - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
  - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
  - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
  - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

**Editor's note**— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.

## Item G.2.o.

- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
  - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
  - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
  - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
  - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
  - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and
  - b. Maintain the floodproofing certifications required in subsection 29-34(b).



- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
- (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

**Editor's note**— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

DIVISION 2. - BOARD OF ADJUSTMENT<sup>[2]</sup>

## Item G.2.o.

Footnotes:

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**Cross reference**— Airport zoning commission, § 4-26 et seq.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

(Code 1971, § 32-48(a))

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
  - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
  - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.
  - c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication,

including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.

- d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
  - (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.
- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.

## Item G.2.o.

- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

### DIVISION 3. - EXCEPTIONS AND MODIFICATIONS

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statutory, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

Sec. 29-78. - Use of existing lots of record.

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.

- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

**Sec. 29-79. - Exceptions to height limits.**

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

**Sec. 29-80. - Exceptions to lot area requirements.**

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required

## Item G.2.o.

shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

(a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:

- (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
- (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
- (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
- (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
- (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
- (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.

(b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.

(c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.

- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

Sec. 29-85. - Enclosing of open porches.

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or

## Item G.2.o.

hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.

- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
  - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.
  - (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.



(b) *Exceptions.* Stormwater detention will not be required for:

- (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
  - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second, then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.
  - (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
  - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
  - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
  - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
- (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.
- (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or

## Item G.2.o.

economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.

- (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
- (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.
- (h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

(Code 1971, § 32-47(k))

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA  
(Compiled from U.S. Weather Bureau Technical Paper #40)

Rainfall Intensities are in Inches per Hour

(24 hours)	1440	.11	.13	.16	.19	.22	.24	.27
(12 hours)	720	.19	.23	.29	.33	.38	.42	.47
( 6 hours)	360	.32	.38	.48	.57	.65	.73	.80
( 3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35
( 2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85
<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00
	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25

	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
	10	3.52	4.21	5.23	6.02	6.84	7.52	8.55
	5	4.57	5.46	6.79	7.81	8.88	9.77	11.10
	0	—————						
		1-year	2-year	5-year	10-year	25-year	50-year	100-year
		<i>Storm Frequency (Years)</i>						

**TIME OF CONCENTRATION**

(Overland Flow)

;reserved=38.6p;

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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**RUNOFF COEFFICIENTS FOR VARIOUS AREAS**

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single-family unit areas	0.30—0.50
Multiunits, detached	0.40—0.60
Multiunits, attached	0.60—0.75
Apartment dwelling areas	0.50—0.70

## Item G.2.o.

	Suburban	0.25—0.40
	Business:	
	Downtown areas	0.70—0.95
	Neighborhood areas	0.50—0.70
	Industrial:	
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95
	Lawns:	
	Sandy soil, flat (0—2% slope)	0.05—0.10

Sandy soil, average (2—7% slope)	0.10—0.15
Sandy soil, steep (7% or greater slope)	0.15—0.20
Heavy soil, flat (0—2% slope)	0.13—0.17
Heavy soil, average (2—7% slope)	0.18—0.22
Heavy soil, steep (7% or greater slope)	0.25—0.35

**RUNOFF COEFFICIENTS FOR RURAL AREAS**

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
<b>Woodland:</b>			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
<b>Pasture:</b>			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
<b>Cultivated:</b>			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

# Item G.2.o.

Secs. 29-88—29-105. - Reserved.

## ARTICLE III. - DISTRICTS AND DISTRICT REGULATIONS

### DIVISION 1. - GENERALLY

Sec. 29-106. - Districts established.

In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings, the city is hereby divided into 26 classes of districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as:

A-1	Agricultural District
R-1SUF	Single-FamilyUnit Residence District
R-1	Residence District
R-2	Residence District
R-3	Multiple Residence District
R-4	Multiple Residence District
R-5	Residence District
S-1	Shopping Center District
C-1	Commercial District
C-2	Commercial District
C-3	Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District

M-P	Planned Industrial District
F-W	Floodway Overlay District
F-F	Floodway Fringe Overlay District
F-P	General Floodplain Overlay District
R-P	Planned Residence District
HCG	Highway Corridor and Greenbelt Overlay Zoning District
CHN	College Hill Neighborhood Overlay Zoning District
MPC	Major Thoroughfare Planned Commercial District
PO-1	Professional Office District
BR	Business/Research Park District
MU	Mixed Use Residential District
HWY-1	Highway Commercial District
PC-2	Planned Commercial District
HWY-20	Highway 20 Commercial Corridor Overlay District
CBD	Central Business District Overlay Zoning District
P	Public Zoning District

(Code 1971, § 32-25; Ord. No. 2416, § 1, 2-24-03; Ord. No. 2477, 5-10-04; Ord. No. 2545, 9-12-05)

Sec. 29-107. - District boundaries.

(a) *Zoning maps.*

## Item G.2.o.

- (1) *Zoning map.* The boundaries of the districts established by this article are indicated upon the zoning map of the city, which map is made a part of this chapter by reference. The zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the zoning map is kept current at all times.
  - (2) *Digital zoning map.* An electronic computerized version of the zoning map that displays the boundaries of the districts established by this article are indicated upon the digital zoning map of the city, which map is made a part of this chapter by reference. The digital zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The digital zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the digital zoning map is kept current at all times.
  - (3) *Resolving inconsistencies between zoning maps.* To the extent there is any inconsistency between the Zoning Map referenced in subsection (a)(1) and the digital zoning map referenced in subsection (a)(2) of this section, the digital zoning map shall take precedence.
- (b) *Interpretation of boundaries.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:
- (1) The district boundaries are either street lines or alley lines unless otherwise shown, and where the districts designated on the map accompanying and made a part of this chapter are bounded approximately by street lines or alley lines, the street lines or alley lines shall be construed to be the boundary of the district. Street and alley rights-of-way are not included in zoned areas.
  - (2) In unsubdivided property, the district boundary lines on the map accompanying and made a part of this chapter shall be determined by use of the scale appearing on the map.
  - (3) Publication of the legal description of property zoned or rezoned shall constitute an official amendment to the official zoning map, and, as such, the map or portion of the map need not be published.

(Code 1971, § 32-26; Ord. No. 2246, § 3, 10-26-98; Ord. No. 2248, § 3, 12-28-98; Ord. No. 2261, § 1, 4-26-99; Ord. No. 2267, § 1—3, 7-12-99; Ord. No. 2281, §§ 1—3, 12-13-99; Ord. No. 2345, §§ 1—3, 7-23-01; Ord. No. 2365, § 3, 3-11-02; Ord. No. 2413, 2-10-03; Ord. No. 2415, 3-10-03; Ord. No. 2562, § 1, 11-28-05)

**Editor's note**— The map referred to in the preceding section is on file in the city clerk's office and may be seen by the general public.

Sec. 29-108. - Establishment of floodplain districts.

- (a) *Statutory authorization.* The legislature of the state has, in I.C.A. ch. 414, delegated the responsibility to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
- (b) *Findings of fact.*
  - (1) The flood hazard areas of the city are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the health, safety and general welfare of the community.



- (2) Such losses, hazards and related adverse effects are caused by:
  - a. The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flood; and
  - b. The cumulative effect of floodplain construction on flood flows, which causes increases in flood heights and floodwater velocities.
- (3) This chapter relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the department of natural resources.
- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as F-W Floodway District, the F-F Floodway Fringe District and the F-P General Floodplain District.
- (d) *Purpose of districts.* It is the purpose of the floodplain districts to promote the public health, safety and general welfare and to minimize public and private damages due to flood conditions in specific areas by provisions designed to:
  - (1) Protect human life and health.
  - (2) Minimize expenditure of public money for costly flood control projects.
  - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
  - (4) Minimize prolonged business interruptions.
  - (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.
  - (6) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize flood blight areas.
  - (7) Ensure that potential buyers are notified that property is in an area of special flood hazard.
  - (8) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
  - (9) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
  - (10) Ensure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

(Code 1971, § 32-26.1)

Sec. 29-109. - Boundaries of floodplain districts.

- (a) The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled Flood Insurance Study for the City of Cedar Falls, Iowa, dated February 1, 1985, with accompanying flood insurance rate maps and flood boundary and floodway maps, are hereby adopted by reference and declared to be a part of this chapter. The maps shall be referenced in this chapter as the official floodplain zoning map. The boundaries of the floodway, floodway fringe and general floodplain districts shall be determined by scaling distances on the official floodplain zoning map. When an interpretation is needed as to the exact location of the

## Item G.2.o.

boundaries, the zoning administrator or his/her official designee shall make the necessary interpretation. Any person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case and submit technical evidence.

- (b) There shall be established and maintained by the zoning administrator of the city the official floodplain zoning map, which shall indicate thereon or encompass the boundaries of the floodway, floodway fringe and general floodplain districts provided for by this chapter. The floodplain management regulations found within this chapter shall apply only within the floodway, floodway fringe and general floodplain districts and shall be null and void and of no effect in areas not being mapped as being included in such districts. It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

(Code 1971, § 32-26.2)

Sec. 29-110. - Classification of territory annexed to city.

All territory which may hereafter be annexed to the city shall automatically be classed as lying in the A-1 agricultural district unless the city council, having a recommendation from the city planning and zoning commission at the time of its annexation proceedings, determines that a different zoning classification is more appropriate.

(Code 1971, § 32-27)

Sec. 29-111. - Compliance with district regulations.

Except as specified in this chapter, no building or structure shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building or land be used, which does not comply with all of the district regulations established by this chapter for the district in which the building or land is located.

(Code 1971, § 32-28(a))

Sec. 29-112. - Nonconforming uses.

- (a) *Continuation of existing uses.* The use of a building existing at the time of the enactment of this chapter may be continued even though such use may not conform with the regulations of this chapter for the district in which it is located. Any use in existence at the adoption of this chapter which was not an authorized nonconforming use under previous zoning ordinances shall not be authorized to continue as a nonconforming use pursuant to this chapter or amendments thereto.
- (b) *Nonconforming uses or buildings in A and R districts.* No existing building or premises devoted to a use not permitted by this chapter in a residence district in which such building or premises is located, except when required by law, shall be enlarged, extended, reconstructed, substituted or structurally altered, unless the use thereof is changed to a use permitted in the district in which such building or premises is located, except as follows:
  - (1) *Substitution.* If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
  - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.

- (3) *Additions.* If the existing building or premises is devoted to a use permitted in the district but the structure is nonconforming by virtue of inadequate yard area, such structure may be enlarged:
- a. Into those yard areas exceeding yard requirements of this chapter, provided the addition meets the requirements of this chapter as these apply to the new construction and yard area in which construction takes place; and
  - b. Into those yard areas not meeting yard requirements only to the extent the addition does not exceed the building lines established by already existing walls of the structure or building. The term "existing walls" shall not include fences, independent walls on or near the property line or other such similar structures independent from principal use structures.

In neither case shall this construction infringe upon the sight distance requirements for corner or triangular lots as set out in this chapter.

- (c) Nonconforming uses or buildings in districts other than A and R districts.
- (1) *Structural alterations and enlargements.* Any buildings in any district other than an R district devoted to a use made nonconforming by this chapter may be structurally altered or enlarged in conformity with the lot area, lot frontage, yard and height requirements of the district in which situated, provided such construction shall be limited to buildings on land owned of record by the owner of the land devoted to the nonconforming use prior to the effective date of this chapter. In the event of such structural alteration or enlargement of buildings, the premises involved may not be used for any nonconforming use other than the use existing on the effective date of this chapter, other provisions of this chapter notwithstanding.
  - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
- (d) *Replacement of damaged buildings.* Any nonconforming building or structure damaged to an extent 50 percent or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God shall not be restored or reconstructed and used as before such happening unless restored or reconstructed in compliance with this chapter, provided that such restoration or reconstruction work is started within six months of such happening. Any pre-existing residential use established in a district where such use is not permitted shall be allowed to be restored or reconstructed, provided such property is not located in a designated flood way or flood way fringe district. If the building or structure is less than 50 percent damaged, it may be restored, reconstructed or used as before, provided that such restoration or reconstruction work is started within six months of such happening. Restoration or reconstruction of nonconforming buildings or structures located in the floodplain that are damaged by flood is further governed by Sections 29-155 and 29-156 of this chapter.

(Ord. No. 2750, § 6, 7-11-11; Ord. No. 2787, § 1, 12-26-12)

**Editor's note**— Ord. No. 2750, § 6, adopted July 11, 2011, repealed § 29-112, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-112 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-113. - Construction under existing building permit.

Nothing contained in this chapter shall require any change in the overall layout, plans, construction, size or designated use of any building, or part thereof, for which approvals and required building permits have been granted before the enactment of this chapter, the construction of which conforms with such plans, when construction has been started prior to the effective date of this chapter and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control.

## Item G.2.o.

(Code 1971, § 32-28(n))

Sec. 29-114. - Access to public street for residential buildings.

Residential lots may be established for building purposes within existing residential neighborhoods on residentially zoned properties where said lots provide less than 40 feet public street frontage under the following conditions:

- (a) The property must contain at least one acre of land area prior to subdivision.
- (b) A subdivision plat must be submitted for review and approval by the planning and zoning commission and city council in conformance with normal subdivision platting requirements with regards to the provision of basic utility easements and sanitary sewer service. No such lot may be created without connection to municipal sanitary sewer service. Private septic sewerage systems are prohibited.
- (c) The lots being created must provide lot area that is in conformance with prevailing neighborhood lot area standards. Proposed lots must be as large as and no smaller than lots immediately abutting the property. Data must be submitted with the plat application that illustrates the size and location of all immediately adjacent properties along with the property owners' names and addresses for those immediately abutting properties. In addition, the names and addresses of all property owners for all properties within 200 feet of the proposed subdivision area must be submitted.
- (d) In lieu of public street frontage of at least 40 feet width, access and utility easements must be provided to the proposed lots, said easements intended to provide route of vehicular and pedestrian access and also a route for the establishment/extension of utility services, municipal sanitary sewers and other necessary public infrastructure. Said easements must be at least 25-foot width servicing one single-familyunit dwelling and 50 feet width for two single-familyunit dwellings or for a duplex dwelling or multi-familyunit dwellings.
- (e) No duplex residence or multi-familyunit dwellings (three units or more) shall be established on such lots in neighborhoods where at least 50 percent of the abutting properties are occupied by single-familyunit dwellings or where the prevailing use of properties on the same block (50 percent or more of all properties) are single-familyunit residential dwellings. In those cases where it is appropriate to establish a lot for an allowable duplex or multi-familyunit use, an access easement measuring at least 50 feet wide shall be provided to not more than one duplex or one multi-familyunit dwelling (three units or more).
- (f) No driveway access to any new lots shall be located closer than five feet from an adjacent property line. Screen fencing measuring at least four feet height and in conformance with general fencing requirements of the zoning ordinance (section 29-86) shall be installed when a new driveway created for this purpose is located closer than 20 feet from an abutting residential structure on an adjacent property.
- (g) Driveway width shall be at least ten feet. for one single-familyunit residential structure. A driveway measuring at least 20 feet width to permit two-way traffic shall be provided for lots where two single-familyunit dwellings are being created or where a duplex residential dwelling or multi-familyunit dwelling (three or more units) is being established. All driveways must be hard surfaced with either concrete or asphalt surface. Permeable hard surfacing will be permitted, not to include gravel or granular surfaced driveways.
- (h) A pedestrian sidewalk measuring at least four feet in width extending from the public sidewalk or public right of way to the dwellings on newly created lots must be established within the access easement area in those situations where more than one single-familyunit dwelling is established (i.e. for multiple dwellings, duplex or multi-familyunit dwelling).
- (i) A lighting plan must be submitted in conjunction with new building construction that illustrates the placement of any external lights and their potential impact upon nearby residences. No yard

light, spotlight, landscaping light or any other similar external light shall create any glare or disturbance to any pre-existing residential dwelling occupants.

- (j) Any building construction or land alteration activities on such lots must comply with all stormwater management ordinances of the city. No project may create added storm water run-off upon adjacent properties compared to pre-construction run-off rates. No landscaping, berming or other land alterations shall direct the flow of stormwater towards a neighboring property. In addition, normal water runoff generated by sump pumps, drainage spouts or other typical sources of water discharge shall not be directed towards or encroach upon adjacent properties.

(Ord. No. 2713, § 1, 8-9-10)

**Editor's note**— Ord. No. 2713, § 1, adopted Aug. 9, 2010, repealed § 29-114 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-114 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-115. - Detached accessory structures.

Accessory structures shall be permitted in all zoning districts, subject to the floodplain regulations contained in this chapter, where applicable, in accordance with the following criteria:

- (1) Such detached accessory structures shall not be closer to a side lot line than ten percent of the width of the lot, unless the front line of such accessory structure is situated at least 18 feet behind the front line of the principal structure, in which case the accessory structure may be two feet from the side lot line, except on corner lots, and two feet from the rear lot line. In any case, when the rear lot line abuts an alley, the structure may be built within one foot of the rear property line. However, no portion of the accessory structure, including roof eaves, shall extend across the private property line. On corner lots, accessory structures shall be no closer to the side property line abutting the longer street side of the property than the rear of the required side yard setback in that district, or no closer to the longer street side than the building line of the principal structure, whichever setback is greater. No detached accessory structure shall be allowed in the required front yard of any district.
- (2) Regardless of its location, an unattached accessory structure shall maintain a clearance of eight feet, wall-to-wall, between structures on a single lot.
- (3) An accessory structure serving principal single-familyunit or two-familyunit residences shall not exceed 1,024 square feet in area, nor 45 percent of the required rear yard, whichever is less. An accessory structure serving a commercial, professional office, industrial or institutional use, including religious, educational, government, hospital, or nursing homes or convalescent centers shall not exceed 1,200 square feet in area. The maximum allowable square footage of the floor area of accessory structures serving residential uses shall be calculated in the following manner: lot width times required rear yard times 45 percent ( $LW \times RY \times .45 =$  maximum allowable square footage). The total allowable square footage calculation shall be based upon the area of the base or "footprint" of the structure.
- (4) In agricultural zoning districts, accessory structures serving principal agricultural uses on properties larger than 20 acres in area shall not be subject to the size or height limitations specified herein. However, on those properties in agricultural districts which contain less than 20 acres in area and where the principal use is residential, the regulations specified herein for residential uses shall apply.
- (5) An accessory building serving a commercial, professional office, industrial or institutional use including religious, educational, government, hospital, nursing homes, or convalescent centers shall not exceed 20 feet in height as measured from the slab floor of the structure to the top of the roof ridge. For all residential uses, including single-familyunit, duplex, and multi-familyunit

## Item G.2.o.

residences, the maximum height of detached accessory structures shall be 18 feet as measured from the slab floor to the top of the roof ridge.

However, on properties containing principal residential structures exceeding one story in height, the residential accessory structure may exceed the 18 foot overall height limitation provided that the structure does not exceed the following components:

- a. Maximum allowable wall height for two opposite walls as measured from the slab floor to the top of the wall is 18 feet.
  - b. The maximum overall height of the detached structure, as measured from the slab floor to the roof ridge, shall not exceed 30 feet.
  - c. The overall height of the detached structure shall not exceed the height of the principal residence on the property. The height of the principal residential structure shall be determined from the natural grade immediately adjacent to the residential structure to the highest point of the roof ridge of the structure. The natural grade adjacent to the principal residential structure shall be considered to be at a point that represents the prevailing or average grade surrounding the structure excluding the at-grade elevation of an exterior basement entryway.
  - d. There shall be no more than two floors, including the base or main floor of the structure, within any detached accessory structure.
- (6) When more than one accessory structure is constructed on a lot, the total floor area of all accessory structures on the lot shall not exceed the area requirements specified in this section.
  - (7) In all districts, when additions are made to accessory structures, the entire structure shall thereafter meet all the requirements specified in this section.
  - (8) No accessory structure is permitted on any lot unless such lot has a principal permitted use located thereon.
  - (9) No portion of an accessory structure shall be allowed to encroach into a public utility easement.
  - (10) An accessory structure used in conjunction with a multifamily unit residence (3 or more dwelling units) shall not exceed a total size of more than 576 square feet in area per dwelling unit, or 45 percent of the total required rear yard, whichever is less.

- (11) The exception to size limitations for detached accessory structures set out in this section shall apply to any lot which measures at least one acre in area, but not more than 20 acres in area, and which contains a principal permitted use located thereon. All detached accessory structures must be located on the same lot where the principal permitted use is located. For any lot which measures one acre or more in area, but not more than 20 acres in area, the maximum allowable sizes of detached accessory structures, as measured by the combined base floor area of all detached accessory structures which are located on the property, shall be limited as follows:

Lot area	Maximum size of all detached accessory structures on lot
At least 1 acre but not more than 2 acres	1,200 sq. ft.
More than 2 acres but not more than 3 acres	1,400 sq. ft.
More than 3 acres but not more than 5 acres	1,600 sq. ft.

More than 5 acres but not more than 8 acres	3,000 sq. ft.
More than 8 acres but not more than 11 acres	4,000 sq. ft.
More than 11 acres but not more than 20 acres	5,000 sq. ft.

Each detached accessory structure which measures 1,200 square feet or more in base floor area on any property containing a residential or commercial principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet, as measured wall-to-wall, between each detached accessory structure of any size and each principal structure, and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring more than 1,200 square feet in base floor area must satisfy minimum required side yard and minimum required rear yard setback requirements as specified for the zoning district within which the principal permitted use on the property is located. No detached accessory structure of any size shall be allowed within the required front yard area of any property in any district.

Building height limitations as specified in this section shall apply to each detached accessory structure, regardless of base floor area dimension.

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- (12) Each detached structure which measures 600 square feet or more in base floor area on any property containing a residential principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet as measured wall to wall, between each detached structure of any size and each principal structure and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring 600 square feet or larger in base floor area must provide minimum building setbacks of ten feet as measured from the rear yard property boundaries to the base of the detached accessory structure and a side yard setback of ten percent of the lot width as measured from the side property line to the base of the detached structure. In residential districts no detached accessory structure of any size shall be placed in the front yard area of any residential structure. This provision shall not recognize the "required front yard," but shall recognize any portion of the front area of the lot extending from the front lot line and extending to the front line of the principal residential structure.

All pre-existing detached accessory structures that are damaged or destroyed more than 50 percent of their value by fire, flood, tornado, storm, explosion, war, riot, or act of God shall be allowed to be re-established on the same building footprint as previously existed before the damage occurred.

- (13) All detached accessory structures measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area, which are established in residential zoning districts in compliance with the regulations set forth in this chapter, shall be consistent with the architectural style of the principal residential structure located on the property at the time such detached accessory structure is established, and shall be required to adhere to the following design guidelines:

## Item G.2.o.

- a. The detached accessory structure must utilize similar exterior wall siding materials as then exist on the principal residential structure on the property. Siding panels must approximate the size and dimensions of those siding materials on the principal residential structure. No corrugated metal coverings or siding materials shall be established on the detached accessory structure. No vertical siding materials shall be established unless similar vertical siding materials are then established on the principal residential structure. No steel siding materials shall be permitted unless the principal residential structure then utilizes steel siding materials. In the case of residential structures utilizing brick siding materials, similar brick or masonry materials must be used on the front portion of the exterior walls of the detached accessory structure. Masonry or brick "accents" or trim elements matching similar components on the principal residence are acceptable to complement a residence constructed with brick siding materials. For the remainder of the accessory structure located on a lot with a brick residence, siding materials must resemble siding materials utilized on at least one other non-brick residential structure found on an adjacent property or on the same block in the residential neighborhood if any. In cases where the preceding option is unclear, the proposed structure shall be referred to the planning and zoning commission in conformance with subsection (f).
- b. The color and texture of exterior wall materials used on the detached accessory structure must be similar to the color and texture of exterior wall materials on the principal residential structure.
- c. Roof lines and angles on the detached accessory structure must resemble or be similar to the roof lines and angles of the principal residential structure on the property. No flat roofs shall be permitted on the detached structure unless the main residential structure then has a flat roof covering more than half of the residence, excluding a garage or carport flat roof feature attached to the principal residential structure.
- d. Other architectural features of the detached accessory structure must resemble or be similar to features found on the principal residential structure including the size and dimensions of windows. Windows shall be established on at least two walls of detached accessory structures.
- e. Roofing materials utilized on the detached accessory structure must be similar to roofing materials used on the principal residential structure. Metal roofing materials may be utilized only if the principal residential structure on the property then utilizes metal roofing materials.
- f. For preexisting structures that are enlarged or improved resulting in a structure size 600 square feet in base floor area or larger, the entire enlarged or improved structure shall comply with the design and architectural requirements stated herein.
- g. Every property owner applying for a detached accessory structure in a residential zoning district measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area shall submit to the city planning division office renderings illustrating materials and design characteristics on all four sides of the proposed detached accessory structure, along with then-current photographs of all four sides of the principal residential structure on the property, and a description of the siding and roofing materials and colors of those materials along with a description of the roof pitch on the principal residential structure and how those features compare with the proposed detached accessory structure. City planning division staff shall evaluate the architectural consistency between the proposed detached accessory structure and the principal residential structure based upon the guidelines set forth in this subsection, before issuing a land use permit. In the case of a dispute or uncertainty between city planning division staff and the property owner relating to architectural details or features, or in the event the planning division staff does not approve the architectural/design plans submitted by the property owner, the application for the proposed detached accessory structure shall be submitted to the city

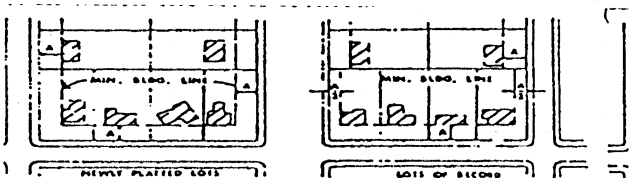


planning and zoning commission followed by referral to the city council for architectural/design review purposes.

(Code 1971, § 32-28(g); Ord. No. 2265, § 2, 6-28-99; Ord. No. 2546, § 1, 9-26-05; Ord. No. 2714, § 1, 8-9-10)

**Sec. 29-116. - Setbacks for corner lots.**

- (a) For corner lots platted after the effective date of this chapter, the street side yard shall be equal in width to the setback regulation of the lots to the rear having frontage on the intersecting street.
- (b) On corner lots platted and of record at the time of the effective date of this chapter, the side yard regulation shall apply to the longer street side of the lot, except in the case of reverse frontage where the corner lot faces an intersecting street. In this case there shall be a side yard on the longer street side of the corner lot of not less than 50 percent of the setback required on the lots to the rear of such corner lot, and no accessory building on the corner lot shall project beyond the setback line of the lots in the rear; provided that this regulation shall not be so interpreted as to reduce the buildable width of the corner lot facing an intersecting street and of record, or as shown by existing contract of purchase at the time of the effective date of this chapter, to less than 28 feet, nor to prohibit the erection of an accessory building.
- (c) On corner lots, frontage may be considered on either street, provided that, if front and rear yards are parallel to the lot line having the longer dimension, then setbacks along both streets shall conform to the front yard requirements of the district in which the lot is located.



Corner Lot Setback

(Code 1971, § 32-28(h)—(j))

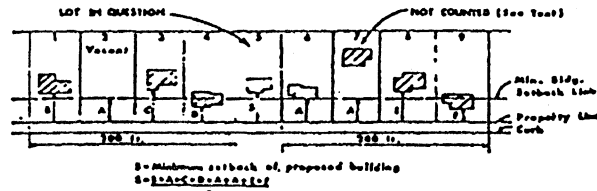
**Sec. 29-117. - Front yard setback for developed blocks in R districts.**

In any R district there shall be a minimum front yard required as stated in the yard requirements for that particular district; provided, however, that where lots comprising 30 percent or more of the frontage within 200 feet of either side lot line are developed with buildings at a greater setback, the average of these building setbacks shall be established. The required front yard setback shall be the average setback line plus ten feet towards the front yard. In no case, however, shall a setback line established in this manner be less restrictive than the minimum setback required for that district. In computing the average setback line, buildings located on reversed corner lots or entirely on the rear half of lots shall not be counted.

(Code 1971, § 32-28(k))

**METHOD OF COMPUTING BUILDING SETBACK IN A DEVELOPED BLOCK**

# Item G.2.o.



(See Section 29-117, Front Yard)

## Front Yard Setback

Sec. 29-118. - Reduction of required yards.

No lot shall be reduced in area so as to make any yard or any other open space less than the minimum required by this chapter. No part of a yard or other open space provided about any building or structure for the purpose of complying with the provisions of this chapter shall be included as part of a yard or other open space required under this chapter for another building or structure. Offstreet parking and loading areas may occupy all or part of any required yard or open space except as otherwise specified in this chapter.

(Code 1971, § 32-28(1))

Sec. 29-119. - Reserved.

**Editor's note**— Ord. No. 2382, § 1, adopted July 8, 2002, repealed § 29-119 in its entirety. Formerly, said section pertained to conformance with building lines on approved plats.

Sec. 29-119.1. - Encroachment into required setback area.

Any principal use as defined in Ordinance No. 1300 [Chapter 29], as amended, in existence as of the date of the final passage of this section [Ordinance No. 1975] for which a building permit has been obtained as required by the City of Cedar Falls, Iowa, is hereby declared to meet and conform to all front, side, and rear yard requirements of Ordinance No. 1300 [Chapter 29], as amended, if said principal use does not encroach into the required setback area more than 10 percent of said required setback.

(Ord. No. 1975, § 1, 6-8-92)

**Editor's note**— Provisions enacted by § 1 of Ord. No. 1975, adopted June 8, 1992, and designated as a new subsection 8(n) of Ord. No. 1300, have been included herein at the discretion of the editor as § 29-119.1.

Sec. 29-120. - Minimum dimension of dwellings.

The minimum dimension of the main body of a dwelling shall not be less than 20 feet.

(Code 1971, § 32-28(p))

Sec. 29-121. - Bi-attached dwellings.

- (a) All bi-attached dwelling units in existence on March 9, 1981, which do not contain a one-hour fire-resistive wall between units shall become a bi-attached dwelling equipped with smoke detectors, the

detectors to be placed in corridors used in common, the nominal spacing of which shall not exceed 30 feet. All bi-attached dwellings constructed after March 9, 1981, shall be separated vertically and horizontally from each other and from corridors used in common by not less than one-hour fire-resistive construction.

- (b) No dwelling shall be entitled to the status of a bi-attached dwelling unless the owner thereof obtains approval of such status by the zoning administrator and executes a covenant and easement agreement regarding the dwelling. The owner shall submit to the zoning administrator for review and approval the information required in section 29-143, including a copy of the proposed covenant and easement agreement.

(Code 1971, § 32-28(o))

Sec. 29-122. - Bed and breakfast establishments.

- (a) Bed and breakfast establishments shall consist of bed and breakfast enterprises and bed and breakfast inns.
- (b) Bed and breakfast enterprises shall be permitted as an accessory use within a single-family unit residence where such residence is occupied by the owner or the owner's designee.
- (c) Bed and breakfast establishments shall not be permitted in R-1 SF districts.
- (d) Bed and breakfast enterprises are permitted in R-1, R-2, and R-5 zoning districts if the bed and breakfast enterprises meet the following minimum guidelines:
  - (1) Provide minimum living area as defined by the city minimum rental housing code: 220 square feet for the first person; 200 square feet for each additional person. Minimum living area requirements shall be calculated for the entire structure (except garage, porches and decks) in relation to the number of resident families plus the potential number of overnight lodging guests. Potential lodging guests shall be assumed to be two persons per lodging room.
  - (2) The principal residence shall meet minimum lot area and lot width requirements of the respective zoning district.
  - (3) One sign may be erected on the property and shall be limited in size to six square feet in sign area. The sign may be illuminated.
- (e) No minimum offstreet parking area shall be required of a bed and breakfast enterprise.
- (f) Bed and breakfast enterprises containing no more than five guest rooms may be established in other zoning districts, provided such enterprises meet the following minimum requirements.

(Ord. No. 1963, § 2, 1-13-92; Ord. No. 2023, § 7, 8-23-93)

Sec. 29-123. - Communication towers.

- (a) *Purpose.* The provisions of this section are intended to regulate and guide the location of new communication towers, antennas and related accessory structures. The goals of this ordinance are to:
  - (1) Protect residential areas and land uses from potential adverse impacts of towers and antennas;
  - (2) Encourage the location of towers in non-residential areas;
  - (3) Minimize the total number of towers throughout the community;
  - (4) Strongly encourage the joint use or co-location of new and existing tower sites as a primary option rather than construction of additional single-use towers;

## Item G.2.o.

- (5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
- (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
- (7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
- (8) Consider the public health and safety of communication towers; and
- (9) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

In furtherance of these goals, the city shall give due consideration to the city's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

(b) *Definitions.*

- (1) *Antenna:* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
- (2) *Backhaul network:* The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.
- (3) *Camouflage design:* Camouflage design is a term describing a communication tower or communications facility which takes on the appearance of a piece of art or of some natural feature, or of an architectural structural component or other similar element and which blends in naturally and aesthetically with the surrounding building environment. Examples of camouflage design include, but are not limited to, flagpoles, trees, vegetation, clock towers, monuments, and church steeples, but only if situated in an appropriate location or setting. Camouflage design also applies in the architectural integration of communication facilities (i.e., antennas) onto existing buildings, sports fields lights, highway signs, water towers, or other existing structures.
- (4) *Co-location of communication equipment:* In an effort to reduce the proliferation of multiple communication towers throughout the city, existing communication towers and other structures to the greatest extent practicable shall be utilized for mounting or locating communication antennas or related communication equipment.
- (5) *Communication tower structure:* Any tower or any other elevated structure that supports antennas, as defined herein.
- (6) *Communication tower structure site:* A tract or parcel of land that contains the wireless communication tower structure, accessory support buildings, and on-site parking, and which may include other uses associated with the normal operations of wireless communications and transmissions.
- (7) *Monopole construction:* A tower consisting of a single vertical structure not supported by radiating guy wires or support structure. A monopole tower shall be distinctive from a two-legged or multi-legged, lattice constructed tower structure.
- (8) *Private radio operator of communication towers:* Refer to personal, amateur or hobby radio operators and communication equipment, including towers and antennas necessary to conduct personal, amateur or hobby radio operations.

- (9) *Tower*: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and the like. The term includes the structure and any support thereto.
  - (10) *Tower height measurement*: The distance between the base of the tower (ground level) and the top of the tower or the top of the highest appurtenance mounted on the tower, whichever measurement is greater.
  - (11) The following documents and agencies referenced herein are applicable to the extent specified:
    - a. *EIA-222*. Electronics Industries Association, Standard 222 Structural Standards for steel antenna towers and antenna support structures.
    - b. *FAA*. Federal Aviation Administration.
    - c. *FCC*. Federal Communications Commission.
    - d. *ANSI-95.1*. The most recently adopted standard of the American National Standards Institute which establishes guidelines for human exposure to non-ionizing electromagnetic radiation.
- (c) *General requirements.*
- (1) *Principal or accessory use*. Antennas and towers may be considered either principal or accessory uses, but shall in any event comply with all of the requirements of this section and of this chapter relating to principal and/or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
  - (2) *Lot size*. For purposes of determining whether the installation of a tower or antenna complies with zoning district development regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
  - (3) *Inventory of existing sites*. Each applicant for an antenna and/or tower shall provide to the city planner an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city, or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city planner may share such information with other applicants applying for a land use permit under this section or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city planner is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
  - (4) *Exemption for certain towers of governmental bodies*. Communications towers and/or antennas erected by city, county or state governmental bodies for public safety or other essential public purposes shall be exempt from the provisions of this section.
- (d) *Regulation of all communication towers.*
- (1) *General requirements.*
    - a. *State or federal requirements*. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring all towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.

## Item G.2.o.

- b. *NIER.* The NIER (non-ionizing electromagnetic radiation) emitted from a communications tower or associated equipment shall not exceed the most recently adopted standard of the American National Standards Institute (ANSI-95.1).
- c. *Height.* Towers (including top-mounted appurtenances) shall not exceed the overall height recommended by the FAA or the FCC or as limited herein.
- d. *Precedence.* Where regulations and requirements of this section conflict with those of the FAA or FCC, the federal requirements shall take precedence.
- e. *Advertising.* Advertising on communication towers shall be prohibited. Commercial signage or other type of sign messaging on towers, other than specific tower site signage such as safety messaging, ownership signs or no trespassing signs, shall also be prohibited.
- f. *Building codes; safety standards.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have a period of 30 days to bring such tower into compliance with such codes and standards. Failure to bring such tower into compliance within said 30 day period shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.
- g. *Not essential services.* Towers and antennas shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.
- h. *Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged tower is abandoned or inoperable with no intention by the owner to replace said tower, the tower shall be removed in a timely fashion at the expense of the tower owner or the property owner where the tower is located, as directed by the city planner. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the city notifying both the tower owner and the owner of the property on which the tower is located, of such abandonment. Failure of the tower owner or property owner to remove an abandoned antenna or tower within said 90 days shall be grounds for the city to require removal of the tower or antenna at the expense of the tower owner or property owner. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower. If the city is required to remove a tower at the expense of the tower owner or property owner, the costs of removal, if not paid by the tower owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the tower is located. The city clerk shall certify such assessments to the county auditor to be paid by the owner of the property on which the tower is located, in installments in the same manner as property taxes, as provided by law.
- i. *Interference.* Any signal interference complaints associated with communication towers or related equipment shall be addressed in accordance with FCC rules and procedures.
- j. *Lighting.* No towers shall be artificially lighted unless required by the FAA or other federal or state authority. If lighting is required, the lighting alternatives and design chosen must

cause the least disturbance to the surrounding views and/or the surrounding or abutting properties.

- k. *Coloration.* Towers, accessory structures, and other related components shall use paint or coloration which blends in, to the maximum extent possible, with the surrounding environment and surrounding buildings.
- l. *Aesthetics.* Towers and antennas shall meet the following requirements:
  - 1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness to the maximum extent possible.
  - 2. At a tower site, the design of the buildings and related structures shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
  - 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- m. *Property owner information.* It shall be the responsibility of the tower owner to furnish to the city any change in name or address of the owner of the property upon which the tower is situated.
- n. *[Tower separation requirements.]* If any tower is removed from a site within the city for any reason, including, without limitation, a tower that is knocked down, blown down, or damaged to such an extent that major structural repairs are required, or if the tower is removed for any other reason, and if a new or replacement tower is proposed on the same property and at the same location, such new or replacement tower may be considered for erection at the same location on the same property, subject to compliance with the review process and standards contained in this section. Any such application shall be subject to review and approval by the planning and zoning commission and city council.
 

The tower separation requirements of this section shall not, in and of themselves, necessarily serve as a basis for denial of such an application. The planning and zoning commission and city council may waive the tower separation requirements with respect to said application if, after considering all relevant circumstances, including whether the applicant has clearly demonstrated to the satisfaction of the commission and the council that all practical and feasible co-location alternatives have been investigated, considered and appropriately rejected, and, based upon all other relevant factors and circumstances, the commission and council determine that approval of the application shall serve the interests of the community.
- o. *Tower design.* In furtherance of the goal set forth in subsection (a)(4) of this section, to strongly encourage co-location of communication antennas on existing towers or other existing structures, each applicant proposing to construct a new communications tower shall be required to design the proposed new tower so as to accommodate the co-location of the antenna arrays of at least three additional telecommunications carriers or providers, in addition to the antenna requirements of the applicant proposing to construct the new tower.
- (2) *Tower application.* Prior to the installation of any communication tower within the city the owner/operator shall submit to the city planner an application for a land use permit. Said application shall include at a minimum the following information and/or documentation:
  - a. Detailed, scaled site plan illustrating property location and address, including a location map, property dimensions, tower location, tower height, and adjacent land uses and zoning districts within 200 feet of the tower site, on-site land uses and zoning classification of the

## Item G.2.o.

property under consideration, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and any other information the city planner deems to be necessary to determine compliance with this section. Names and addresses of property owners within 200 feet of the property on which the tower is proposed to be located shall be shown on the site plan.

- b. Description of tower usage and ownership including name of tower company and principal company contact person, including telephone number and address.
- c. Name and address of owner of the property where the tower facility is proposed to be located together with a description of the terms of the proposed lease between the tower owner and property owner, including, but not limited to, duration of lease, renewal provisions, liability provisions and tower removal arrangements in the event of tower failure, lease expiration, or antenna or tower abandonment. The application shall be accompanied by a written consent of the property owner that provides that if the application is granted, the property owner acknowledges the provisions regarding tower removal contained in this section, and agrees to be responsible for removal of the tower, or payment of the costs of removal, on the terms and conditions set forth in subsection (d)(1)(h) of this section.
- d. Landscaping plan, with a description of exterior fencing, and finished color and, if applicable, the method of camouflage and illumination, and a description of on-site landscaping along with the description of related communication tower facilities that may be established in adjacent structures on the communication tower site.
- e. Copies of FAA and/or FCC permits.
- f. Structural specifications as verified by a licensed professional engineer relating to: structural materials, soils information, method of installation and erection, list of types of antennas, cables and other appurtenances, a statement that the structure is designed in accordance with current EIA 222 structural standards, and wind load/ice load specifications.
- g. Description of camouflage design options and opportunities for the proposed facility. The applicant must give a description, including photographs or illustrations, of the proposed tower design and general appearance, including coloration details, and comment upon whether or not camouflage options have been considered or are practical to apply.
- h. Description of co-location efforts in accordance with the requirements of subsection (f), including list of companies and tower sites within the city that were investigated, and the reasons why co-location is not possible. Technical data shall be submitted to support this explanation. Information must be submitted to city staff in order to verify that co-location inquiries have been made with other existing tower facility owners. Furthermore, a description of future co-location opportunities on the proposed tower must also be presented in conjunction with the proposed tower structure, as provided for in subsection (f) of this section.
- i. Safety narrative. Submittal of a written description of tower structural components, including basic construction methods, weight or load capacity, durability in terms of wind and ice loads, structural failure probability and predicted fall zones, and other relevant data requested by the city planner, all certified by the applicant's engineer.
- j. A non-refundable fee as established by resolution of the city council to reimburse the city for the costs of reviewing the application.
- k. All information of an engineering nature that the applicant submits to the city in connection with the application, whether civil, mechanical, or electrical, shall be certified as true, correct and complete by a licensed professional engineer who is qualified to make such certification with respect to that field of engineering.



- l. Legal description and street address of the tract of land and of the leased parcel, if applicable, on which the tower will be located.
  - m. A notarized statement by the applicant's engineer as to whether construction of the tower will accommodate co-location of additional antennas for future users, and if so, how many and what size and type of such antennas.
  - n. Identification of the entities providing the backhaul network for the tower described in the application, and for other tower sites owned or operated by the applicant in the city.
  - o. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures, including co-location on an existing tower or other structure, to provide the services to be provided through the use of the proposed tower, accompanied by a certification thereof from the applicant's engineer.
  - p. The distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
  - q. The separation distance from other towers described in the inventory of existing sites submitted pursuant to subsection (c)(3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
  - r. The separation distance between the location of the proposed new tower and all other existing communications towers located within 5,000 feet of the proposed tower, together with the specific location, type of construction, and name of owner/operator of each such existing tower, and whether such existing tower is structurally and technologically capable of accommodating any additional antennas on such tower, and if so, how many and what type of antennas may be accommodated on each such other existing tower.
  - s. A description of the feasible location(s) of future towers or antennas within the city based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
  - t. A description of any artificial lighting proposed with respect to the applicant's tower, including a description of how such lighting will impact the surrounding views and the surrounding or abutting properties.
  - u. Information and documentation which demonstrates that the applicant complies with all of the provisions of this section, and all applicable federal, state and other local laws.
  - v. The inventory of existing sites as required in subsection (c)(3) of this section.
  - w. Description of vehicular access route to the proposed tower site, including proposed curb cuts, subject to review and approval by the city engineer.
  - x. Such other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section.
- (3) *[Request for tower construction.]* Following receipt of all completed materials and documentation the city planner shall, if appropriate, refer the request for tower construction to the planning and zoning commission and the city council for further review.
  - (4) *[Applications for tower installation.]* The planning and zoning commission and city council shall review such applications for tower installation to assure that the structure meets all safety requirements, is properly engineered, is compatible with surrounding land uses, will have no adverse impact upon nearby properties, and complies with the requirements of this section.
  - (5) *Antenna application.* Prior to the installation of any antenna on an existing communication tower, building, or other structure of any kind, the owner/operator of the antenna shall submit to the city planner an application for an antenna/land use permit. Said application shall include at a minimum the following information and/or documentation:

## Item G.2.o.

- a. A description of the number, size, and type of antennas proposed to be installed.
- b. A description of the structure to which the proposed antennas will be affixed, whether communication tower, building or other structure, including the street address, legal description, location map and other information that will assist the city planner in determining where the antennas will be installed, together with the name, including principal contact person, telephone number and address of the owner of the tower, building or other structure upon which the antennas will be installed, and the written consent of such owner to the installation of the antennas.
- c. Structural specifications as verified by a licensed professional engineer, that the installation of the antennas on the tower or other structure will meet the structural specifications contained in this section.
- d. Any other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section and of applicable federal, state and other local laws.
- e. A non-refundable fee, if any, as established by resolution of the city council to reimburse the city for the costs of reviewing the antenna application.
- f. A description of the accessory cabinet, structure or building that will serve the proposed antennas, together with documentation demonstrating that such accessory structure complies with the requirements of all applicable city ordinances, including applicable local building codes and ordinances.

Following receipt of all completed materials and documentation, the city planner shall either approve the application, if the city planner determines that the application complies with all requirements of this section or, in the discretion of the city planner, the application may be referred to the planning and zoning commission and city council for further review. The planning and zoning commission and city council shall review any antenna applications referred by the city planner to assure that the proposed antennas meet all safety requirements, are properly engineered, and otherwise comply with the requirements of this section and all applicable federal, state and other local laws.

- (e) *Factors considered in granting land use permits for towers.* The planning and zoning commission and city council shall consider the following factors in determining whether to issue a land use permit, although the planning and zoning commission and city council may waive or reduce the burden on the applicant of one or more of these criteria if the planning and zoning commission and city council conclude that the goals of this ordinance are better served thereby:
  - (1) Height of the proposed tower;
  - (2) Proximity of the tower to residential structures and residential district boundaries;
  - (3) Nature of uses on adjacent and nearby properties;
  - (4) Surrounding topography;
  - (5) Surrounding tree coverage and foliage;
  - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. This consideration shall involve evaluation of any proposed camouflage design options and whether any such camouflage options are in character with the surrounding area and that the proposed design achieves the desired camouflage effect.
  - (7) Proposed ingress and egress; and
  - (8) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures.

- (f) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning and zoning commission and city council that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed tower structure and/or antennas. An applicant shall submit information requested by the city planner related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
- (1) No existing towers or structures are located within the geographic area which meet applicant's reasonable and technologically sound engineering requirements.
  - (2) Existing towers or structures are not of sufficient height to meet applicant's reasonable and technologically sound engineering requirements.
  - (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and still meet applicable structural requirements described in this section.
  - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna such that the applicant's antenna would not be technologically feasible.
  - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable, based on reasonable technological and/or engineering criteria.
  - (6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable, based on reasonable technological and/or engineering criteria.
  - (7) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable, based on reasonable technological and/or engineering criteria. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- (g) *Setbacks.* The following setback requirements shall apply to all towers for which a land use permit is required:
- (1) Towers must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
  - (2) Guy wire and other structural support elements and accessory buildings must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
  - (3) If towers are established on properties located adjacent to a freeway, state highway, a major or minor arterial street/roadway or collector street, all such streets and roadways indicated on the City Major Thoroughfare Map, the tower structure must be located at least the height of said tower in distance from the adjacent said public right-of-way.
- (h) *Location and installation.*
- (1) Residential districts: Communication towers intended to serve personal and amateur radio operators, including hobby radio operators (i.e. "private radio operators") shall be permitted within any residential zoning district as an accessory use to a principal permitted residential use, subject to the following requirements:
    - a. Said private radio communication towers in residential districts shall not be located in front of any residence and not within any required side or rear yard areas. If the tower is

## Item G.2.o.

supported with guy anchors or other radiating support structure, said anchors or support structure shall not be allowed within five feet of a rear or side property line. Said anchors or support structure shall not be allowed within a required front yard.

- b. The maximum allowable height of a fixed tower including antennas and appurtenances serving private radio operators and also including roof mounted communication antennas within a residential zoning district serving private radio communication towers shall be 80 feet. Said maximum height shall be measured from the average natural grade of the property immediately adjacent to the tower.
  - c. Prior to the installation of any private radio communication tower in a residential zoning district, the owner/operator shall submit to the city planner an application for a land use permit as outlined in subsection (d)(1). For those proposed towers or roof mounted antennas that have an overall height of less than 40 feet as measured from the natural grade, the city planner may issue a land use permit without any further review by the planning and zoning commission or the city council.
  - d. If the overall height of the proposed private radio communication tower or antenna exceeds 40 feet above the natural grade, the request shall be reviewed by the planning and zoning commission and the city council. The owner/applicant shall submit evidence that the tower and, if roof-mounted, the tower and building to which it is attached, are constructed to specifications of tower industry standards. The owner/applicant shall be responsible for providing a statement from an independent structural engineer that the proposed tower or antenna structural specifications satisfy basic industry safety standards as described in this section.
- (2) Communication tower structures intended for use for commercial purposes or by any entity other than a private radio operator shall be strongly discouraged within the city in any zoning district that allows residential uses as a principal permitted use. However, in those instances where an applicant demonstrates to the satisfaction of the planning and zoning commission and the city council that the interests of the community will be served by the installation of a tower in any such residential zoning district, such application may be granted, provided that said proposed tower must be of an acceptable camouflage design and shall not exceed 80 feet in overall height. The planning and zoning commission and city council shall determine whether the proposal to place the tower in any such residential zoning district is in conformity with the purposes set forth in subsection (a) of this section, and otherwise meets all of the applicable requirements of this section. No two-legged or multi-legged lattice structure or guy wire supported towers shall be permitted in any residential zoning district under any circumstances. Commercial and private communication equipment, including antennas and accessory support facilities (i.e., small detached structures) may be permitted within any such residential zoning district only when all of the following requirements are met:
- a. It is proposed to affix communication antennas to a camouflaged tower, existing structure such as a church steeple, water tower, telephone or electric pole, or other acceptable camouflage design;
  - b. The antenna and accessory communication equipment are camouflaged or heavily screened so as to be as unobtrusive and unnoticeable within the neighborhood as possible;
  - c. The applicant demonstrates compliance with all of the applicable requirements of this section; and
  - d. Subject to review and approval by the planning and zoning commission and the city council, if applicable under subsection (d)(5) of this section.
- (3) Commercial districts: Communication towers intended for use for commercial purposes or by any entity other than a private hobby radio operator shall be permitted as a principal permitted use in the following zoning districts: A-1, except as limited herein, C-2, PC-2, C-3, M-1 or M-2, upon site plan review and approval by the planning and zoning commission and the city council.

Said communication towers shall not be allowed as principal permitted uses in the following zoning districts: C-1, MPC, S-1, PO-1, BR, MU, HWY-1, HWY-20 Districts or within the HCG highway corridor greenbelt overlay zoning district.

- (i) *Towers as principal permitted or accessory uses.*
- (1) Towers that are proposed as principal permitted uses or accessory uses shall be subject to the following standards:
- a. Towers proposed to be established as principal permitted or accessory uses in the A-1 agriculture zoning district shall be guided by the city's schematic land use map. There are many A-1 agriculture zoning districts within the city which are located adjacent to residential zoning districts and which have not yet been rezoned for development purposes. Therefore, in order to discourage the establishment of commercial communication towers immediately adjacent to or within existing residential neighborhoods, the city's schematic land use map shall be utilized as a guide in evaluating which properties are designated as future residential development areas. It is the intent of this section that towers proposed to be established in the A-1 agriculture zoning district must be located in those areas intended for future commercial or industrial development areas and shall not be permitted in those areas designated for future residential development as indicated on the city's schematic land use map, except as otherwise expressly provided in subsection (h)(2). Said towers will be governed by the following standards outlined herein.
  - b. Towers proposed to be established as principal permitted or accessory uses in A-1, M-1 or M-2 districts shall be limited to an overall height, as measured from natural grade, of 250 feet. All such towers that are 150 feet or less in overall tower height must be of monopole construction.
  - c. Towers proposed to be established as principal permitted or accessory uses in C-2, PC-2 or C-3 zoning districts shall be limited in overall height to 120 feet. All such towers must be of monopole construction.
  - d. All towers proposed to be established as principal permitted or accessory uses shall be located on the lot so that the distance from the base of the tower to any adjoining property line, or leased property boundary, meets the minimum building setback requirement for the zoning district in which the tower is located.
  - e. Guy wires or radiating tower support structures, if utilized in conjunction with a tower, shall maintain a setback from the property line equal to the building setback requirement in the zoning district in which it is located.
  - f. All towers proposed to be established as principal permitted or accessory uses shall be certified by a registered engineer stating that the tower structure will withstand wind pressures of 80 miles per hour with one-half inch ice load. If said tower is roof-mounted the same engineering certification shall be provided for both the tower and the building to which it is attached.
  - g. Camouflage design options for the tower structure and related facilities must be evaluated based upon the requirements of this section. It is the intent of this regulation to seek out and pursue camouflage design options to the maximum extent possible.
  - h. Security fencing, measuring at least six feet in height, shall be required around the base of the tower and also around guy anchors of any tower, and shall also be equipped with an appropriate anti-climbing device, unless waived by the city council, as it deems appropriate.
  - i. Landscaping. The following requirements shall govern the landscaping surrounding towers for which a land use permit is required; provided, however, that the city council may waive such requirements if the goals of this ordinance would be better served thereby.

## Item G.2.o.

1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least four feet wide and six feet high at the time of planting, located outside the perimeter of the compound.
  2. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived by the commission and city council.
  3. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be considered a sufficient buffer.
- j. Upon completion of tower site construction, a placard containing the name, address and telephone number of the principal owner or operator of the tower structure shall be affixed in a location so that it is clearly visible at the perimeter of the site. Said placard shall not exceed three square feet in area. The pertinent ownership information on the placard shall be kept current and updated as needed.
- k. Separation distances between towers.
1. Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed tower base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 1.
  2. Table 1: Existing Towers—Types.

	Monopole Height			
	Lattice	Guyed	80 Feet or Greater	Less Than 80 Feet
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 80 Feet in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 80 Feet in Height	750	750	750	750

- (2) Other zoning districts. Other zoning districts where tower structures are generally prohibited may be considered for the installation of towers and related communication equipment, including antennas and accessory support facilities under the same guidelines as outlined in section (h)(2), residential districts, provided that said consideration does not conflict with any other requirements of this chapter.
- (3) Roof-mounted towers shall be permitted in any allowable commercial or industrial zoning district as specified herein subject to the following standards:

- a. Maximum height of the tower shall be 40 feet above the roof upon which the tower is established, but not more than 120 feet above ground level.
- (j) *Additional requirements of application.* Every application for a land use permit to install a communication tower or antenna in the city must comply with all provisions of this section, all provisions of this chapter, including but not limited to, compliance with all on-site parking requirements including driveway/aisle access requirements of this chapter applicable to the site on which the communication tower or antenna will be installed, and all other provisions of this code which are applicable to the site, the installation of the tower or antenna, and all other provisions of this code which are in any way applicable to said application.
- (k) *Additional conditions on approval of application.* In granting a land use permit under this section, the planning and zoning commission and city council may impose reasonable conditions to the extent such conditions are deemed necessary to satisfy the purposes of this section and in order to minimize any adverse effect or impact of the proposed tower on adjoining properties.

(Ord. No. 2093, § 1, 4-10-95; Ord. No. 2304, § 1, 7-24-00; Ord. No. 2590, § 1, 8-28-06; Ord. No. 2697, §§ 1, 2, 10-26-09)

Sec. 29-124. - Adult entertainment establishments; general regulations.

*Adult entertainment establishment regulations:*

- (1) *General statement of intent.* Adult entertainment establishments, because of their special characteristics, are recognized as having potential deleterious impacts on surrounding establishments and areas, thereby contributing to creation of blight and to the decline of the neighborhoods. These negative impacts appear to increase significantly if several adult entertainment establishments concentrate in one area.

Recognized also is the need to protect lawful rights of expression and use of property and to not unduly restrain general public access.

Therefore, it is the intent of these regulations to prevent concentrations of adult entertainment establishments in all areas, to more severely limit their locations in areas where minors would be expected to live or congregate and to otherwise regulate their locations in order to protect and preserve the welfare of the community. It is the intent also to provide for sufficient locations for such establishments to protect basic legal rights of expression and public access. These regulations have been enacted with full consideration of the legal and constitutional issues heretofore adjudicated.

- (2) *Definitions.* The following definitions shall govern the interpretation of the regulations of adult entertainment establishments:
  - a. *Adult artist-body painting studio.* An establishment or business which provides the services of applying paint or other substance whether transparent or nontransparent to or on the human body distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas (as defined herein).
  - b. *Adult book store.* An establishment having at least 25 percent of the retail floor space presently being used by said business or at least 25 percent of the gross business income derived from or attributable to printed matter, pictures, slides, records, audio tapes, video tapes or motion picture films, which are distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as hereinafter defined.
  - c. *Adult cabaret.* Any place holding a liquor license or beer permit, or combination permit for consumption of beer or liquor, or both, on the premises wherein entertainment is

## Item G.2.o.

characterized by emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas (as described herein).

- d. *Adult conversation/rap parlor.* Any establishment which excludes minors by reason of age and which provides the service of engaging in or listening to conversation, talk or discussion, if such service is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
- e. *Adult entertainment establishment.* Any other establishment not otherwise defined herein, but of the same general classification as the other establishments herein defined, having as a substantial or significant portion of its business, stock in trade of materials, scenes, or other presentations characterized by emphasis on depiction or description of specified sexual activities or specified anatomical areas, as herein defined.
- f. *Adult health/sport club.* A health/sport club which excludes minors by reason of age and is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
- g. *Adult massage parlor.* Any place of business which restricts minors by reason of age, wherein any method of pressure on or friction against, or rubbing, stroking, kneading, tapping, pounding or vibrating the external parts of the body with the hand or any body parts, or by a mechanical or electrical instrument, under such circumstances that is reasonably expected that the individual to whom the treatment is provided or some third person on his or her behalf will pay money or give other consideration or gratuity therefor, wherein the massage is distinguished or characterized by an emphasis on specified sexual activities, or involving specified anatomical areas, as defined herein.
- h. *Adult mini-motion picture theater.* An enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- i. *Adult motion picture theater.* A building or portion of a building with a capacity of 50 or more persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age, or if such material is distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- j. *Adult modeling studio.* An establishment or business which provides the services of modeling for the purposes of reproducing the human body by any means of photography, painting, sketching, drawing or otherwise wherein the activity is distinguishing or characterized by a an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- k. *Adult sexual encounter center.* An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- l. *Adult sexual encounter center.* Any business, agency or persons who, for any form of consideration or gratuity, provide a place for three or more persons, not all members of the same family, may congregate, assemble or associate for the purpose of performing activities distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- m. *Adult steam room/bathhouse facility.* A building or portion of a building used for providing a steam bath or heat bath room used for the purpose of pleasure, bathing, relaxation, reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if such a building or portion of a building restricts minors by reason of age or if the service provided



by the steam room/bathhouse facility is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.

- n. *Adult theater.* A motion picture theater or stage show theater or combination thereof used for presenting materials distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
  - o. *Adult uses.* Adult uses include, but are not limited to, adult bookstores, adult motion picture theaters, adult mini-motion picture theaters, adult massage parlors, adult steam room/bathhouse facilities, adult rap/conversation parlors, adult health/sport clubs, adult cabarets and other premises, enterprises, businesses, private clubs/establishments or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of specified sexual activities or specified anatomical areas, as defined herein, which are capable of being seen by members of the public.
  - p. *Protected uses.* Protected uses include a building in which at least 25 percent of the gross floor area is used for residential purposes; a day care center where such day care center is a principal use; a house of worship; a public library; an elementary, junior high or high school (public, parochial or private); public park; public recreation center or public specialized recreation facility as identified in the parks and recreation element of the Cedar Falls Long Range Plan; a civic/convention center; a community residential facility; a mission. However, this definition shall not apply if the protected use is a legal non-conforming use.
  - q. *Specified anatomical areas.* Shall include the following:
    - 1. Less than completely and opaquely covered (a) human genitals, pubic region; (b) buttock; and (c) female breast below a point immediately above the top of the areola; and
    - 2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
  - r. *Specified sexual activities.* Shall include the following:
    - 1. Human genitals in a state of sexual stimulation or arousal.
    - 2. Acts of human masturbation, sexual intercourse or sodomy.
    - 3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.
- (3) *Regulations governing the location of adult entertainment establishment.*
- a. *Zoning districts where allowed:*
    - 1. All adult bookstores, adult motion picture theaters, adult mini motion picture theaters, adult massage parlors, adult theaters, adult artist-body painting studios, adult modeling studios, adult sexual encounter centers, adult cabaret, and all other adult entertainment establishments shall be allowed in the C-2 and C-3 zoning districts as a principle permitted use. Said uses shall not be allowed in any other zoning district.
  - b. *Minimum separation requirements:*
    - 1. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be located within 600 feet of any other such establishment.
    - 2. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be established within 600 feet from any residential (R) zoning district or within 600 feet from any protected use as defined herein which distance shall be measured in a straight line from the closest point of the property line on which

## Item G.2.o.

the adult use is located to the closest point of the property line on which is located an aforementioned protected use. If a protected use is a legal nonconforming use, this provision shall not apply.

(Ord. No. 2155, § 1, 8-12-96)

Sec. 29-125. - Addition or expansion of attached garage to principal residential structure.

Any proposed garage addition or expansion of an existing attached garage to an existing principal residential structure shall satisfy the following requirements:

- (1) All minimum building setback or yard requirements shall be satisfied as specified for principal permitted uses within the zoning district where the structure is located;
- (2) The garage addition/expansion must be connected to the principal residential structure or existing attached garage by a continuous footing/foundation and must also be connected to the principal residential structure or existing attached garage by wall and roof structural connections;
- (3) The garage addition/expansion must be constructed utilizing same or similar external finish building materials and same or similar coloration of said materials as found on the principal residential structure;
- (4) The garage addition/expansion must establish similar roof pitch with similar or same roof materials and coloration of said roof materials as exist on the principal residential structure;
- (5) The garage addition/expansion shall not exceed the existing height of the principal residential structure;
- (6) The expanded, completed garage addition/ expansion shall not exceed in base floor area the total base floor area or ground floor area of the existing principal residential structure, excluding porches, deck areas and excluding any existing attached garage floor area.

(Ord. No. 2478, § 1, 5-10-04)

Sec. 29-126. - Temporary storage containers.

- (a) Except as otherwise expressly provided in subsection (b) or subsection (c) of this section, temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods," or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, may only be placed upon a property for a period not to exceed 60 days in any consecutive 12-month period. No more than one such temporary container can be placed on a property during any 12-month period. The owner or tenant in possession of the property must first obtain a temporary land use permit from the city planner prior to the placement of any such temporary portable storage containers on the property. The provisions of this subsection (a) shall be applicable in all zoning districts in the city except as otherwise expressly provided for in subsection (c) of this section. The foregoing provisions shall also apply to tents or similar temporary enclosures that are established for purposes of storage. This section shall not apply to pre-fabricated garden sheds or similar structures specifically designed and intended for use on properties for storage purposes and which comply with all city ordinances applicable to detached accessory structures.
- (b) The city planner shall have the discretion to permit the placement of temporary storage containers on a property for a period longer than 60 days in any consecutive 12-month period if the placement of such temporary storage container on the property is reasonably required in order to accommodate the storage of construction equipment during a construction or reconstruction project on the property. The owner of the property and the owner's contractor, if any, shall apply for the land use permit for the temporary storage container as part of the application for a building permit for the construction or

reconstruction project. The land use permit for the temporary storage container shall only be allowed for such period as is reasonably necessary for, and only with demonstrated progress towards, completion of such construction or reconstruction project, all as determined in the discretion of the city planner and the city building official, and in any event, shall expire no later than the time the building permit for the construction or reconstruction project expires. Such temporary portable storage containers shall meet all requirements of this chapter, including but not limited to the location and setback requirements specified in section 29-114 for detached accessory structures.

- (c) The owner or tenant in possession of property located in a commercial or industrial zoning district upon which is located the principal permitted use of a trucking business or a similar transportation or warehousing business, may place temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods" or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, on such property for periods longer than 60 days and without obtaining a land use permit as otherwise provided for in subsection (a) of this section. For all other properties located in commercial or industrial zoning districts, the placement of such temporary storage containers on any property is expressly prohibited except as provided for in subsection (a) of this section.
- (d) Any temporary storage container existing on any property in the city on the date of enactment of this section shall either be removed from such property, or brought into compliance with the provisions of this section, within 60 days of the date of enactment of this section.

(Ord. No. 2701, § 1, 1-11-10)

Sec. 29-127. - Wind energy facilities.

(a) *Applicability.*

- (1) The requirements of this section shall apply to all Wind Energy Facilities (Large and Small) for which an application for a Special Permit or building permit has been submitted to the City of Cedar Falls, Iowa after the effective date of this section.
- (2) Wind Energy Facilities for which a required permit has been properly issued prior to the effective date of this section shall not be required to meet the requirements of this section; provided, however, that any such preexisting wind energy facility which is discontinued or does not provide energy for a continuous period of twelve (12) months shall meet the requirements of this section prior to recommencing production of energy. However, no modification or alteration to an existing wind energy facility shall be allowed unless in compliance with this section.

(b) *Purpose.*

- (1) The purpose of this section is to provide a regulatory means for controlling the construction and operation of Large and Small Wind Energy Facilities in the City of Cedar Falls, with the use of reasonable restrictions, which will preserve the public health, safety, and welfare. The city adopts these provisions to promote the effective and efficient use of the city's wind energy resource.

(c) *Findings.*

- (1) The city council finds and declares that:
  - a. Wind energy is an abundant, renewable and nonpolluting energy resource for the city and its conversion to electricity may reduce dependence on nonrenewable energy sources and decrease the air and water pollution that results from the use of conventional energy sources.
  - b. The generation of electricity from properly sited Wind Energy Facilities can be cost effective and can reduce consumption of traditional energy sources and in many cases

## Item G.2.o.

existing power distribution systems can be used to transmit electricity from wind-generating systems to utilities or other electric power users.

- c. Regulation of the siting and installation of Wind Energy Facilities is necessary for the purpose of protecting the health, safety, and welfare of neighboring property owners and the general public.
- d. Wind Energy Facilities represent significant potential aesthetic and environmental impacts because of their potential size, lighting, noise generation, ice shedding and shadow "flicker" effects, if not properly sited and planned.
- e. If not properly sited, Wind Energy Facilities may present risks to the property values of adjoining property owners.
- f. Without proper planning, construction of Large Wind Energy facilities can create traffic problems and damage local roads.
- g. If not properly sited, Wind Energy Facilities can interfere with various types of communications or otherwise interfere with electromagnetic waves.

### (d) Definitions.

(1) As used in this section, the following terms are hereby defined:

- a. *Decommissioning*: The process of use termination and removal of all or part of a Large or Small Wind Energy Facility by the owner of the wind energy facility.
- b. *FAA*: The Federal Aviation Administration.
- c. *FCC*: The Federal Communications Commission.
- d. *Facility owner*: Means the property owner, entity or entities having an equity interest in the wind energy facility.
- e. *Hub height*: When referring to a wind turbine, the distance measured from ground level to the center of the turbine hub.
- f. *MET tower*: A meteorological tower used for the measurement of wind speed.
- g. *Site*: The parcel(s) of land where a Wind Energy Facility is to be placed. The site can be publicly or privately owned by an individual or group of individuals controlling single or adjacent properties. Where multiple lots are in joint ownership or control, the combined lots shall be considered as one for purposes of applying setback requirements.
- h. *Total height*: When referring to a Wind Energy Facility, the distance measured from ground level to the windmill blade or similar wind-capture device mounted on the facility extended at its highest point.
- i. *Use termination*: The point in time at which a Wind Energy Facility owner provides notice to the city that the Wind Energy Facility is no longer used to produce electricity unless due to a temporary shutdown for repairs. Such notice of use termination shall occur no less than 30 days after actual use termination.
- j. *Wind Energy Facility, Large*: A facility that includes a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work consisting of one or more wind turbines under common ownership or operating control, and includes substations, MET towers, cables/wires and other buildings accessory to such facility, whose main purpose is to supply electricity to offsite customers. The power output of such facility shall exceed 100 kilowatts (kw). It also includes any Wind Energy Facility not falling under the definition of a Small Wind Energy facility.
- k. *Wind Energy Facility, Small*: A facility that may include a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work, has a total height of one hundred twenty (120) feet or less or is affixed to an existing structure,

has a power output rated capacity of 100 kilowatts (kw) or less, and is intended to primarily reduce the onsite consumption of electricity of the principal use on the property. Small wind energy systems may include roof-mounted facilities. Any wind energy facilities not falling under this definition shall be deemed Large Wind Energy Facilities.

- l. *Wind farm*: Two or more Large Wind Energy Facilities under common ownership or control.
- m. *Wind turbine*: A wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator, and includes the turbine, blade, or other wind-capturing device, tower, base, and pad. Turbines may be of a horizontal or vertical design.

(e) *Regulatory framework.*

- (1) Large Wind Energy Facilities exceeding 120 feet in overall tower height and not to exceed 250 feet in overall tower height may only be constructed in areas that are zoned "A1" Agricultural District, M-1, Light Industrial, MP Planned Industrial or M-2, Heavy Industrial Districts subject to review and approval of a special exception permit by the city planning and zoning commission and city council.
- (2) Small Wind Energy Facilities that are less than 120 feet in overall height and generate less than 100 kw of power may be constructed in any "C" Commercial District or Planned Commercial District or within mixed use Residential [D]istricts as either a principal or accessory use subject to approval of a special exception permit by the planning and zoning commission and the city council. Taller tower structures, not to exceed 150 feet in overall height, may be allowed in "C" Commercial Districts, Planned Commercial Districts or within mixed use residential districts subject to careful review of special conditions and circumstances that justify increased tower structure height by the commission and city council. Taller tower structures allowed within mixed use residential districts or within larger multiple [familyunit](#) residential development areas shall be established for the benefit of multiple users, dwellings or businesses within the facility project area. More than one Wind Energy Facility may be considered with larger commercial or residential development projects.
- (3) Small wind energy facilities intended for use in "R", Residential Districts shall be guided by the recommendation that wind energy facilities or tower structures should generally conform to the maximum height limits in that Residential District, but shall not exceed 60 feet in overall height. The Commission may recommend and the city council may consider allowance of taller tower structures up to 80 feet in height in special circumstances where the natural topography of the property under consideration is substantially lower than the natural topography of immediately abutting properties. The presence of taller trees or buildings on or near the property under consideration shall not be sufficient justification for a taller tower structure. A single tower structure will be permitted for each single residential property. Additional wind generating mechanisms may be permitted, such as roof-mounted mechanisms on individual residential properties where a tower structure already exists. However, the roof-mounted mechanisms may not extend more than 15 feet above the height of the residential structure in all cases.
- (4) Roof mounted Wind Energy Systems shall be permitted in all Districts. It is anticipated that these types of systems will be designed for smaller scale, single-site power generating applications. Roof-mounted systems must be reviewed and approved in the same fashion as tower-mounted wind energy system proposals. Setback requirements for roof-mounted systems may be less than the setback required for tower structures; however, an analysis of the height of the mechanism along with considerations of "ice-throw" distances will establish a safe setback distance for roof-mounted mechanisms.
- (5) Application for a special exception permit for a Large or Small Wind Energy Facility including tower structures or roof-mounted structures shall be submitted with the following information:
  - a. A signed petition by the property owner detailing the request for one or more Large or Small Wind Energy System on a single property including address and legal description of the property, name of the managing company or interest in the Wind Energy Facility and general description of the proposed facility or tower or roof-mounted facility, such as

## Item G.2.o.

number of tower structures, number of energy-generating turbines, height of the proposed tower structure, general characteristics, etc. Any related lease agreement with an outside party relating to establishment or maintenance of the wind energy facility must also be submitted with the name and address of the leasing party clearly presented. A proposed time line for installation and operation of the proposed system must be described.

- b. A signed statement indicating that the applicant or leasing party has legal authority to construct, operate, and develop the Wind Energy Facilities under state, federal and local laws and regulations, including Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and state and local building codes.
- c. A description of the number and kind of Wind Energy Facilities to be installed along with a description of the key structural components such as type of tower structure with illustrations provided. In addition, any proposed accessory structures to be installed in conjunction with the wind energy system need to be described with illustrations and description of building materials and building design.
- d. Submittal of a professionally prepared detailed site plan illustrating the specific location(s) of the proposed Wind Energy Facilities(s) or tower structure(s), showing property boundaries, existing utility easements or other types of easements across the property, topography of the site at 2-foot increments, proposed setbacks from the property boundary and also showing all other structures and facilities on the property including other accessory structures, parking lots and nearby streets. Multiple Wind Energy Facilities, if part of an overall project plan, may be portrayed on the submitted site plan with a "phasing plan" clearly delineated. The proposed Wind Energy Facility must not eliminate or interfere with any on-site parking stalls or driveway access to parking areas on the property. In addition, properties within 200 feet of the property where the Wind Energy Facilities or tower structures are to be located need to be illustrated with names and addresses of all property owners of those properties shown on the site plan application. The site plan must also illustrate all structures on abutting properties and the distance between those structures and the proposed Wind Energy Facilities or tower structure(s). Nearby streets and roadways, including the entire public right of way located closest to the proposed Wind Energy Facility also needs to be clearly illustrated. All above-ground utility structures, including but not limited to overhead electric lines need to be illustrated on the site plan.
- e. A diagram illustrating the potential "fall zone" (i.e. in the event of catastrophic collapse of the tower structure(s) of the Wind Energy System and/or tower structures(s) with property boundaries, building structures and public right of ways clearly illustrated within the potential "fall zone."
- f. A diagram illustrating the estimation of "ice throw" distances that can be anticipated from the Wind Energy Facility during operation.
- g. A diagram illustrating anticipated prevailing wind directions and how those prevailing winds will serve the proposed wind energy system. Trees, building structures or other impediments to prevailing wind flows on or off the property must be delineated. No off-site trees, hills, structures, or other facilities not located on the property under review may be trimmed, graded, altered or removed to benefit the wind circulation serving the proposed Wind Energy Facility without approval from the city council and the owner of the off-site property.
- h. A description of the large or small Wind Energy Facility's height and design, including cross sections, elevation, and diagram of how the Wind Energy Facility will be anchored to the ground or structures, prepared by a professional engineer licensed in the State of Iowa. A description of the facility's function must also be described (i.e. whether a horizontal or vertical turbine) and general direction of rotation with a description of anticipated noise generation by a properly maintained mechanism. An illustration of ice shedding or "ice throw" areas and any affected building structures or nearby properties also need to be clearly illustrated by a professional engineer.

- i. A statement from the applicant that all Wind Energy Facilities will be installed in compliance with manufacturer's specifications, and a copy of those manufacturer's specifications must be provided with particular attention to wind load capacity and other details regarding structural integrity. Other details relating to matters such as "ice throw" distances, shadow "flicker" or noise generation must also be provided.
  - j. A signed statement from the landowner(s) of the site stating that he/she will abide by all applicable terms and conditions of this section particularly with respect to responsibility for proper maintenance of the Wind Energy Facility and responsibility for removal of the Wind Energy Facility including tower structure in the event of severe damage, disuse or abandonment.
  - k. A statement indicating what hazardous materials will be used or stored on the site in conjunction with the Wind Energy Facility or tower structure or its operation.
  - l. A statement indicating how the Wind Energy Facility will be illuminated, if applicable, with demonstration that any such required illumination will not affect nearby properties. Illumination of or on wind energy systems or tower structures(s) shall be prohibited unless required by the FCC or FAA.
  - m. A statement by an appropriate authority with regard to any potential electromagnetic interference with radio, television or cellular communication air waves in the vicinity of the proposed Wind Energy Facility.
  - n. A description of noise levels anticipated to be generated by the Wind Energy Facility.
  - o. A statement from the city electric utility that the proposed Wind Energy Facility is compatible with the local energy grid system and that the proposal is acceptable to the local electric power utility. A description of electrical generation and use of "excess" power must be provided. Any proposed Wind Energy Facility to be installed with the intent to distribute electricity directly to Cedar Falls Utilities (CFU) or any other electrical distributor or to a facility with electric service from CFU must meet CFU safety and interconnection requirements and receive pre-approval from CFU or any other local electrical utility.
  - p. For Large and Small Wind Energy Facilities, including roof-mounted facilities, photo exhibits illustrating the proposed Wind Energy Facilities and/or tower structures shall be provided to illustrate the finished product.
  - q. Each application shall contain an indemnification provision which meets the requirements of subsection (f)(2)(i) of this section.
- (6) Submittal of a plan for site grading, erosion control, storm water drainage, and storm water pollution prevention plan (SWPPP) shall be submitted to the City Engineer for review and approval prior to granting building permits.
- (7) All other permits, including Building Permits and permits for work done in public rights-of-way, shall be applied for by the applicant to the appropriate agency prior to construction.
- (8) Wind Energy Facilities shall not include offices, vehicle storage, or other outdoor storage unless permitted by the Special Exception Permit. Accessory storage building may be permitted for Large Wind Energy Facilities at the discretion of the planning and zoning commission and the city council. The size and location of any proposed accessory building shall be shown on the site plan. No other structure or buildings accessory to the Wind Energy Facility are permitted unless used for the express purpose of the generation of electricity or performing other work related to the Wind Energy Facility.
- (9) No grading, filling, or construction shall begin until a building permit is issued. A separate building permit shall be required for each individual Wind Energy Facility including tower structures and appurtenant facilities prior to construction of each wind turbine tower and appurtenant facilities to be constructed.

## Item G.2.o.

- (10) A Wind Energy Facility authorized by special exception permit shall be started within twelve (12) months of special permit issuance and completed within thirty-six (36) months of special permit issuance, or in accordance with a timeline approved by the planning and zoning commission and city council.
  - (11) For Large Wind Energy Facilities, the applicant shall submit a copy of all "as built plans" prepared by a professional engineer licensed in the State of Iowa including structural engineering and electrical plans for all facilities following construction to the city to use for removal of Large Wind Energy Facilities, if the Large Wind Energy Facility owner fails to meet the requirements of this section or the special permit.
  - (12) The planning and zoning commission and city council may require additional conditions as deemed necessary upon the proposed Wind Energy Facility(s) or tower structure(s) to ensure public health, safety, and welfare.
  - (13) Wind Energy Facilities that are constructed and installed in accordance with the provisions of this section shall not be deemed to constitute the expansion of a nonconforming use or structure.
  - (14) Nothing in this section shall be deemed to give any applicant the right to cut down surrounding trees and vegetation on any property not on the applicant's site for the purpose of reducing wind flow turbulence or increasing wind flow to the wind energy facility. Nothing in this section shall be deemed a guarantee against any future construction or city approvals of future construction that may in any way impact the wind flow to any Wind Energy Facility.
- (f) *General requirements.*
- (1) Standards:
    - a. No television, radio or other communication antennas may be affixed or otherwise made part of a wind energy facility, except pursuant to the regulations for wireless communication towers. Applications may be jointly submitted for Wind Energy Facilities and wireless communication facilities.
    - b. Wind Energy Facilities shall utilize measures to reduce the visual impact of the facility to the extent practicable. Facilities with multiple tower structures shall be constructed with an appearance that is similar throughout the site, to provide reasonable uniformity in overall size, geometry, and rotational speeds. No signage, lettering, company insignia, advertising, or graphics shall be established on any part of the Wind Energy Facility including tower structure, blades or any other component of the system.
    - c. For Small Wind Energy Facilities constructed as an accessory use to a residential use, only one small wind energy tower per site shall be allowed. In addition to a single tower structure, more than 1 roof-mounted wind mechanism may be installed provided the height of the roof-mounted facility is no more than 15 feet above the height of the residential structure.
    - d. For larger multi-family unit or "mixed use" residential/commercial complexes, more than one Small Wind Energy Facility may be permitted to serve the needs of the on-site complex subject to review and approval by the commission and city council.
    - e. Small Wind Energy Facilities shall be used primarily to reduce the onsite consumption of electricity by the principal use(s) located thereon.
    - f. At least one warning or notice sign shall be posted on the Wind Energy Facility or tower structure at a height of no more than five (5) feet above natural grade warning of electrical shock or high voltage, harm from revolving machinery, and the hazard of falling ice. The name, address and contact information for the primary operator of the Wind Energy Facility must be posted in a location clearly visible from adjacent property, said sign to be no more than 6 square feet in area and located no higher than 5 feet above natural grade. This



contact information may be waived in the case of small residential wind energy systems clearly serving an existing residential structure.

- g. Wind Energy Facilities including tower structures exceeding 60 feet in height and located on commercial or industrial properties shall be constructed to provide one of the following means of access control:
  - a) Tower-climbing apparatus mounted on the tower located no closer than twelve (12) feet from the ground.
  - b) A locked anti-climb device installed on the tower structure.
  - c) A locked, protective fence at least six feet in height that encloses the tower structure.
- h. Monopole tower construction is recommended for Wind Energy Facility tower structures exceeding 60 feet in height. Lattice-designed towers are to be discouraged, but may be permitted upon site plan review and approval of safety considerations by the planning and zoning commission and city council. Guy wires or other external stabilizing components shall be discouraged in all cases. However, for Small Wind Energy Facilities serving residential properties, limited guy wire support systems may be allowed subject to review and approval by the commission and city council.

(2) *Design and installation:*

- a. Wind Energy Facilities shall be painted a non-reflective, non-obtrusive color, such as grey, white, or off-white.
- b. At Large Wind Energy Facility sites, the design of any allowed accessory buildings and related building structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the Large Wind Energy Facility to the natural setting and existing environment.
- c. Minimum lighting necessary for safety and security purposes shall be permitted. Techniques shall be implemented to prevent casting glare from the site, except as otherwise required by the FAA or other applicable authority.
- d. No form of advertising including signs, banners, balloons or pennants shall be allowed on the Wind Energy Facility including tower structure, wind turbine, blades, or other buildings or facilities associated with the facility, except for reasonable identification of the manufacturer or contact information of the operator of the wind energy facility as noted in subsection 6-a-6.
- e. All Wind Energy Facilities shall be equipped with a redundant braking system for the rotating mechanism. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a failsafe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.
- f. All Wind Energy Facilities shall comply with all applicable city building codes and standards.
- g. Electrical controls, control wiring, and power lines shall utilize wireless or underground service connections except where wiring is brought together for connection to the transmission or distribution network, adjacent to that network. This provision may be waived by the commission and city council for any Wind Energy Facility approved by special permit if deemed appropriate.
- h. All electrical components of the wind energy facility shall conform to relevant and applicable local, state, and national electrical codes, and relevant and applicable international standards.
- i. The owner of a Wind Energy Facility shall defend, indemnify, and hold harmless the city and its officials from and against any and all claims, demands, losses, suits, causes of

## Item G.2.o.

action, damages, injuries, costs, expenses, and liabilities whatsoever including attorney fees arising out of the acts or omissions of the operator or the operator's contractors concerning the construction or operation of the Wind Energy Facility without limitation, whether said liability is premised on contract or tort. Owner's submittal for a building permit for a Wind Energy Facility shall constitute agreement to defend, indemnify, and hold harmless the City of Cedar Falls and its officials.

- j. The owner of a Large Wind Energy Facility shall reimburse the City and/or Black Hawk County for any and all repairs and reconstruction to the public roads, culverts, and natural drainage ways resulting directly from the construction of the Large Wind Energy Facility.
  - k. Where Wind Energy Facility construction cuts through a private or public drain tile field, the drain tile must be repaired and reconnected to properly drain the site to the satisfaction of the city engineer.
  - l. Any recorded access easement across private lands to a Wind Energy Facility shall in addition to naming the Wind Energy Facility owner as having access to the easement shall also name the city as having access to the easement for purposes of inspection or decommissioning. If no such access easement exists, approval of the special exception permit for a Wind Energy Facility shall constitute granting to the city a right to access the Wind Energy Facility for purposes of inspection or decommissioning.
  - m. Any Wind Energy Facility that does not produce energy for a continuous period of twelve months shall be considered abandoned and shall be removed in accordance with the removal provisions of this section. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit for a wind energy facility shall constitute grounds for the revocation of the permit by the city.
  - n. A Large Wind Energy Facility owner and operator shall maintain a telephone number and identify a responsible person for the public to contact with inquiries and complaints throughout the life of the project, and shall provide updated information on such to the city planning division.
- (g) *Setbacks.*
- (1) The following setbacks and separation requirements shall apply to all Wind Energy Facilities:
    - a. Each wind turbine associated with a Large Wind Energy Facility shall be set back from the nearest nonparticipating landowner's property line and from any other wind turbine a distance of no less than 1.5 times its total height.
    - b. Each wind turbine associated with a Small Wind Energy Facility shall be set back from the nearest property line a distance of no less than 1.0 times its total height, except that a wind turbine associated with a Small Wind Energy Facility may be located closer than 1.0 times its total height if approved provided it is demonstrated that such a setback will not have an adverse impact on the adjoining properties. The planning and zoning commission and city council may grant a waiver to the setback requirements where strict enforcement would not serve the public interest and where it is demonstrated that such a setback will not have an adverse impact on the adjoining properties, however the setback shall generally not be less than 0.5 times the total height of the tower structure or any support element of the structure including poles and guy wires.
    - c. Wind Energy Facilities must satisfy all utility setbacks and/or easement separations. The owner of the Wind Energy Facility is responsible for contacting the appropriate utility entities to determine the location of all above-ground and underground utility lines on the site including, but not limited to, electricity, natural gas, cable television, communication, fiber optic/communications, etc.

- (h) *Noise and vibration.*

- (1) Except during short-term events including severe windstorms, audible noise due to Wind Energy Facility operations shall not exceed maximum allowable noise decibel levels, when measured at the site property lines. If audible noise exceeds maximum allowable decibel levels as specified in the applicable provisions of this code relating to nuisance and/or noise the offending wind turbine must be inoperable until repairs are completed.
  - (2) Wind Energy Facilities shall not create an audible steady, pure tone such as a whine, screech, hum, or vibration.
- (i) *Minimum ground clearance.*
- (1) For Small Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be fifteen (15) feet.
  - (2) For Large Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be thirty (30) feet.
- (j) *Signal interference.*
- (1) The Wind Energy Facility owner shall mitigate any interference with electromagnetic communications, such as radio, telephone, computers, communication devices, or television signals, including any public agency radio systems, caused by any Wind Energy Facility. However, in no case shall a wind energy facility be located within the microwave path of an emergency communication tower.
- (k) *Shadow flicker.*
- (1) The Wind Energy Facility owner shall attempt to avoid shadow flicker from the facility affecting any offsite residences. The Wind Energy Facility owner and/or operator shall make reasonable efforts to minimize or mitigate shadow flicker to any offsite residence to the reasonable determination of the city planner.
- (l) *Ice shedding.*
- (1) The Wind Energy Facility owner and/or operator shall ensure that ice from the wind turbine blades does not impact any offsite property.
- (m) *Waste management.*
- (1) All hazardous waste generated by the operation and maintenance of the facility, including, but not limited to lubricating materials, shall be handled in a manner consistent with all local, state, and federal rules and regulations.
- (n) *Removal:*
- (1) *Wind Energy Facility or Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged wind energy facility or tower is abandoned or inoperable with no intention by the owner to replace said facility, the facility or tower shall be removed in a timely fashion at the expense of the facility or tower owner or the property owner where the facility is located, as directed by the city planner. Any wind energy facility or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such wind energy facility or tower shall remove the same within 90 days of receipt of notice from the city notifying both the wind facility owner and the owner of the property on which the win facility or tower is located, of such abandonment. Failure of the owner or property owner to remove an abandoned wind energy facility or tower within said 90 days shall be grounds for the city to require removal of the facility or tower at the expense of the facility owner or property owner. If there are two or more users of a single facility, then this provision shall not become effective

## Item G.2.o.

until all users cease using the wind energy facility. If the city is required to remove a facility at the expense of the owner or property owner, the costs of removal, if not paid by the wind energy facility owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the wind energy facility or tower is located. The city clerk shall certify such assessments to the county auditor to be paid by the owner of the property on which the facility is located, in installments in the same manner as property taxes, as provided by law.

- (2) The Wind Energy Facility site shall be stabilized, graded, and cleared of any debris by the owner of the facility or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion.
  - (3) Any foundation of the Wind Energy Facility shall be removed to a minimum depth of four (4) feet below grade, or to the level of the bedrock if less than four (4) feet below grade, by the owner of the facility or its assigns. Following removal, the location of any remaining Wind Energy Facility foundation shall be identified on a map as such and recorded with the deed to the property with the Office of the Black Hawk County Recorder.
  - (4) Any access roads to the Wind Energy Facility shall be removed, cleared, and graded by the owner of the facility, unless the property owner wants to keep the access road. The city will not be assumed to take ownership of any access road unless through official action of the city council.
  - (5) Any expenses related to the decommissioning and removal of a Wind Energy Facility shall be the responsibility of the Wind Energy Facility owner, including any expenses related to releasing any easements.
  - (6) Removal of the Wind Energy Facility shall conform to the contract between the property owner and the owner/operator of a Wind Energy Facility, in addition to the requirements set forth in this section.
- (o) *Violation and permit revocation.*
- (1) All Wind Energy Facilities shall be maintained in operational condition at all times, subject to reasonable maintenance and repair outages. Operational condition includes meeting all noise requirements and other permit conditions. Should a Wind Energy Facility become inoperable, or should any part of the Wind Energy Facility be damaged, or should a Wind Energy Facility violate a permit condition, the owner/operator shall remedy the situation within three (3) months after written notice from the city.
  - (2) Notwithstanding any other abatement provision, if the Wind Energy Facility is not repaired or made operational or brought into compliance after said notice, the city council may, after a public meeting at which the operator or owner shall be given opportunity to be heard and present evidence, including a plan to come into compliance, (1) order either remedial action within a specified timeframe, or (2) order revocation of the permit and require removal of the Wind Energy Facility within three (3) months.
  - (3) Any Wind Energy Facility that does not meet the requirements of this section, including, but not limited to those dealing with noise, height, setback, or visual appearance, or does not meet any conditions attached to approval of the Wind Energy Facility shall be deemed an unlawful structure and shall provide grounds for the revocation of the permit.

(Ord. No. 2755, § 1, 12-27-11)

Sec. 29-128. - Prohibition on conversion of single-familyunit residences located in R-1 and R-2 residence districts to two-familyunit dwelling units.

Notwithstanding the provisions of any other section of this chapter, no existing single-family unit residential structure located in a R-1 residence zoning district or in a R-2 residence zoning district of the city shall be converted or otherwise structurally altered or expanded for the purpose of accommodating the creation or establishment of a second separate dwelling unit within, around or adjacent to the original single-family unit residential structure.

(Ord. No. 2806, § 1, 4-28-14)

Secs. 29-129—29-140. - Reserved.

DIVISION 2. - SPECIFIC DISTRICTS

Sec. 29-141. - A-1 agricultural district.

(a) *Purpose:* The purpose of the A-1, Agricultural Zoning District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e.: sanitary sewer, water, roadways) but where future growth and development is anticipated according to the city plan. No use shall be installed or established within the Agricultural Zone that in the judgement of the planning and zoning commission or the city council will discourage or inhibit normal commercial or residential urban growth and development patterns as indicated by the city plan.

(b) *Principal permitted uses.* The following listed uses are permitted:

(1) Agricultural uses and the usual agricultural accessory structures as limited herein. Minimum parcel size: 20 acres.

Typical agricultural uses shall include, but not necessarily be limited to, land based production activities including grains, small grains, hay, legumes, vegetables, fruits, orchards, and other specialty crops including seeds, tubers, roots and bulbs provided that said crops are not considered nuisance or hazardous crops by the Iowa Department of Agriculture. On-farm facilities shall be permitted for the storage, drying, processing, and finishing for commercial purposes products produced on-farm.

Animal production, including breeding, feeding and finishing for private or commercial use shall be allowed within the limitations specified herein.

(a) Agricultural accessory structures shall be those facilities or buildings normally associated with and generally essential to the operation of an agricultural use. Such structures or facilities shall include, but not be limited to:

- Machine sheds,
- Storage sheds, granaries,
- Grain bins for the storage of on-farm produced crop products, silos, animal housing facilities, animal feeding floors, repair shop, paddocks, etc.

(b) Enclosed, unenclosed, or partially enclosed animal feedlots or other animal housing facilities shall be considered to be accessory structures to a principal permitted agricultural use. Prior to the establishment of such accessory structures involving any number or species of animals, detailed building, management, and business plans shall be submitted for review by the planning and zoning commission and the city council. No animal feedlot or animal housing facility shall be established that, in the judgement of the city council does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.

## Item G.2.o.

No animal feedlot or animal housing facility shall be established within one quarter (¼) mile from the nearest off-site residence as measured from property line to property line.

(c) *Nonconforming animal facilities.*

1. No existing animal feedlot or animal housing facility shall be expanded, reconstructed, or structurally altered without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgment of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
  2. If an existing animal feedlot or animal housing facility is discontinued for a period of one year the premises shall not be reestablished for such use without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
- (2) Nurseries, greenhouses for commercial purposes provided that the tract contains at least five acres.
- (3) Riding stables for commercial or recreational uses provided that:
- (a) The parcel measures at least 10 acres in area.
  - (b) Animal density is limited to no less than 5,000 sq. ft. per adult animal as measured within the principal animal holding areas.
  - (c) The use is established at least one quarter (¼) mile from the nearest residence as measured from property line to property line.
- (4) Agricultural infrastructure facilities including grain elevators, commercial feed outlets, farm supply stores, truck and animal weigh stations, agricultural chemical or fuel bulk and storage facilities provided that:
- (a) The facility is located on a parcel measuring at least five acres in area.
- (5) Mining and extraction of minerals or raw materials subject to review and approval of a business plan, environmental plan, and land rehabilitation recovery plan by the planning and zoning commission and the city council provided that:
- (a) The use is established at least one mile from the nearest residence as measured from property line to property line.
  - (b) The owner and/or his/her successors agree to leave or rehabilitate the land to a condition suitable for typical urban development (including recreational) patterns and uses in conformance with the long range city land use plan.
- (6) Airports and landing fields in conformance with FAA guidelines and requirements.
- (7) Forest and forestry.
- (a) A business plan including planting/harvesting plan is submitted for review and approval by the planning and zoning commission and the city council.
- (8) Parks, playgrounds, golf courses, both public and private, and other recreational uses such as nature trails, bicycle trails or snowmobile trails, but excluding gun or shooting ranges, auto race tracks or other motorized vehicle racing areas or challenge courses.
- (9) Public utility structures and equipment for the operation thereof.
- (10) Radio and television transmitting stations and related accessory structures provided that:

- (a) Setbacks as measured from the property line to the base of the tower or to the base of support structures extending from the tower, whichever is nearest to the property line, shall be at least 100 feet.
- (b) The facility shall be located at least one quarter (¼) mile from any residence as measured from property line to property line.

(11) Residential dwellings, limited to no more than one familyunit or one two-familyunit dwelling, may be permitted only in the following circumstances:

- (a) Incidental to the following principal permitted uses:
  - 1. Agriculture (20 acres minimum lot area).
- (b) If located on a lot of record as of August 1, 1979 with a minimum lot area of three acres.

(12) *Mandatory review.* Prior to the establishment of any principal permitted use or any accessory use related to animal housing facilities said request with detailed site plan and description of operation shall be submitted to the planning and zoning commission for review and recommendation to the city council. Said use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.

(13) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the A-1 agricultural district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>FamilyUnit</u>	Front Yard Depth	Side Yard Widths (Least Width on Any One Side)	Rear Yard Depth
Dwellings				50 ft.	50 ft.	50 ft.
Other permitted uses				50 ft.	50 ft.	50 ft.

The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

(Code 1971, § 32-29.1; Ord. No. 2053, § 1, 4-25-94)

Sec. 29-142. - R-1SUF single-familyunit residence district.

In the R-1SUF single-familyunit residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
  - a. Single-familyunit dwellings.

## Item G.2.o.

- b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
  - c. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
  - d. Group homes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
- a. Private garages, tool storage, fences and other incidental uses. Stables and the keeping of animals are not a permissible accessory use.
  - b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
  - c. Home occupations.
- (3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower, and no accessory structure shall exceed one story or 18 feet in height, whichever is lower.

- (4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1SUF single-familyunit residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per FamilyUnit	Front Yard Depth <sup>1</sup>	Side Yard Width <sup>2</sup> (Least on Any One Side)	Rear Yard Depth
Single-familyunit	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official street plan.

<sup>2</sup> Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-29.1)

Sec. 29-143. - R-1 residence district.

In the R-1 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:



- a. One- and two-~~familyunit~~ dwellings.
  - b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
  - c. Public and parochial schools, elementary and high, and other educational institutions having an established current curriculum the same as ordinarily given in city public schools.
  - d. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
  - e. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors.
  - f. Group homes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
- a. Private garages, tool storage, fences and other incidental uses.
  - b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
  - c. Home occupations.
  - d. Stables, noncommercial, where there exists an area devoted to such purposes of 20,000 square feet, with an additional 10,000 square feet per animal exceeding two in number housed or tethered, and provided further that no structure or building for the stabling of animals or tethering area shall be closer than 50 feet to the abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition.
- (3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower.
- 
- (4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1 residential district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <del>FamilyUnit</del>	Front Yard Depth <sup>1</sup>	Side Yard Width (Least on Any One Side) <sup>2</sup>	Rear Yard Depth
One- <del>familyunit</del> dwellings	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Two- <del>familyunit</del> dwellings	10,000 sq. ft.	80 ft.	5,000 sq. ft.	30 ft.	10% of lot width	30 ft.
One- <del>familyunit</del> bi-attached dwellings	5,000 sq. ft.	40 ft.	5,000 sq. ft.	30 ft.	20% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

# Item G.2.o.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-30; Ord. No. 2023, § 8, 8-23-93; Ord. No. 2265, § 3, 6-28-99)

Sec. 29-144. - R-2 residence district.

In the R-2 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, but not including animal and poultry husbandry on any lands used or platted for residential purposes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
  - a. Any accessory use permitted in the R-1 district with the exception of noncommercial stables.
  - b. Family day care homes. The offstreet parking area required of the principal residence shall suffice.
- (3) *Height regulations.* Height regulations are the same as specified in the R-1 residence district.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-2 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <del>Family</del> Unit	Front Yard Depth <sup>1</sup>	Side Yard Width (Least on Any One Side) <sup>2</sup>	Rear Yard Depth
One- <del>family</del> unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two- <del>family</del> unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One- <del>family</del> unit bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-31; Ord. No. 2319, §§ 1, 2, 1-8-01)

Sec. 29-145. - R-3 multiple residence district.

In the R-3 residence district, the following provisions, regulations, and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
  - a. Any use permitted in the R-2 district.
  - b. Multiple dwellings, including condominiums and row dwellings.
  - c. Boardinghouses and lodginghouses.
  - d. Institutions of a religious, educational or philanthropic nature, including libraries.
  - e. Hospitals, day nurseries and nursing and convalescent homes, excepting animal hospitals and clinics.
  - f. Private clubs, fraternities, sororities and lodges, excepting those the principal activity of which is a service customarily carried on as a business.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
  - a. Accessory uses permitted in the R-2 district.
  - b. Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use.
  - c. Storage garages for personal belongings and tools relevant to the maintenance of buildings, where the lot is occupied by multiple dwelling, hospital or institutional building.
- (3) *Height regulations.* No principal building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-3 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>FamilyUnit</u>	Front Yard Depth <sup>1</sup>	Side Yard Width <sup>2</sup>	Rear Yard Depth
One- <u>familyunit</u>	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two- <u>familyunit</u>	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.

## Item G.2.o.

One-family <del>unit</del> bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Multi <del>family</del> unit	10,000 sq. ft.	80 ft.	2,500 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-32)

Sec. 29-146. - R-4 multiple residence district.

In the R-4 residence district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the R-3 district.
- b. Funeral homes and mortuaries.
- c. Hotels, motels and auto courts, in which retail shops may be operated for convenience of the occupants of the building; provided, however, that there shall be no entrance to such place of business except from the inside of the building, nor shall any display of stock or goods for sale be so arranged that it can be viewed from the outside of the building.
- d. Offices such as the following:
  1. Accountants.
  2. Architects.
  3. Art schools.
  4. Artists.
  5. Barbershops.
  6. Beauty shops.
  7. Church offices.
  8. Civil engineers.
  9. Collection agencies.
  10. Credit bureaus.

- 11. Dental offices.
  - 12. Entertainment bureaus.
  - 13. Insurance offices.
  - 14. Lawyers.
  - 15. Medical offices with dispensary.
  - 16. Nurses registries.
  - 17. Public stenographers.
  - 18. Psychologists.
  - 19. Real estate offices.
  - 20. Other similar uses, subject to review by the city planning and zoning commission and approval of the city council.
- e. Tourist home.
  - f. Mobile home park.

(2) *Accessory uses.* Permitted accessory uses are accessory uses permitted in the R-3 district.

(3) *Height regulations.* No building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-4 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <del>Family</del> Unit	Front Yard Depth <sup>1</sup>	Side Yard Width <sup>4</sup>		Rear Yard Depth
					Least on Any One Side	Minimum Sum of Both Sides	
One- <del>family</del> unit	6,000 sq. ft.	60 ft.	6,000 sq. ft.	20 ft.	10% of lot width	—	30 ft.
Two- <del>family</del> unit	7,200 sq. ft.	60 ft.	3,600 sq. ft.	20 ft.	10% of lot width	—	30 ft.
One- <del>family</del> unit bi-attached dwellings	4,000 sq. ft.	30 ft.	4,000 sq. ft.	20 ft.	20% of lot width		30 ft.
Multi <del>family</del> unit and other permitted uses:							

## Item G.2.o.

1 and 1½ stories	8,000 sq. ft.	65 ft.	2,000 sq. ft. for the first 4 units, plus	20 ft.	8 ft.	16 ft.	35 ft.
2 and 2½ stories	8,000 sq. ft.	65 ft.	850 sq. ft. per unit on 1st, 2nd and 3rd floors, and	20 ft.	10 ft.	22 ft.	35 ft.
3 stories	8,000 sq. ft.	70 ft.	450 sq. ft. per unit above 3rd floor	20 ft.	10 ft.	25 ft.	35 ft.
4 or more stories	10,000 sq. ft.	80 ft.	See subsection 29-146(3) for yard requirements				
Motels and auto courts <sup>2</sup>	1 acre	100 ft.	1,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.
Mobile home parks <sup>2,3</sup>	20 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> All access drives to motels, auto courts and mobile home parks shall be of all-weather, dustfree surfacing. Yard requirements for motels, auto courts and mobile home parks apply to total area and not individual units. Side yard requirements for motels, auto courts and mobile home parks may be reduced to ten feet where such motel, court or park abuts a less restrictive zoning district.

<sup>3</sup> Where any boundary of a mobile home park directly abuts property which is improved with a permanent residential building located within 25 feet of such boundary, or directly abuts unimproved property which may, under existing laws and regulations, be used for permanent residential construction, a fence, wall or hedge shall be provided along such boundary.

<sup>4</sup> For one- and two-family unit dwellings where the structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-33)

Sec. 29-147. - R-5 residence district.

In the R-5 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The R-5 residence district is to provide for longterm low-density residential uses of a semisuburban character which provide for ultimate design densities compatible with public health and safety regulations and the land use plan.
- (2) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, except two-familyunit dwellings.
- (3) *Accessory uses.* Permitted accessory uses are any accessory use permitted in the R-1 residence district.
- (4) *Height regulations.* Height regulations are the same as specified for the R-1 residence district.
- (5) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirement for the R-5 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per FamilyUnit	Front Yard Depth <sup>1</sup>	Side Yard Depth	Rear Yard Depth
One-familyunit	3 acres <sup>2</sup>	100 ft.	43,560 sq. ft.	50 ft. <sup>3</sup>	20 ft.	50 ft. <sup>3</sup>
Other permitted uses	3 acres <sup>2</sup>	100 ft.		50 ft. <sup>3</sup>	20 ft.	50 ft. <sup>3</sup>

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way line as shown in the official major street plan.

<sup>2</sup> Minimum lot area may be reduced to no less than one acre by the city council following recommendation by the planning and zoning commission. Acceptance of the lot area reduction shall be in accordance with long range land use plans, platting standards, soil conditions, sewer availability (longterm and short range), water availability, adopted large lot development policies of the city, and existing and future street condition and access.

<sup>3</sup> No access shall be granted on any major thoroughfare shown on the official street plan unless no other prudent alternative is available. In all cases, the building setback lines shall be measured from the proposed right-of-way line of the thoroughfare.

(Code 1971, § 32-33.1)

Sec. 29-148. - S-1 shopping center district.

In the S-1 shopping center district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The S-1 district is intended to provide for the development of shopping centers. For the purpose of this section, the term "shopping center" shall mean a planned retail and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, etc.

## Item G.2.o.

- (2) *Procedures.* The owner of any tract of land comprising an area of not less than five acres shall submit to the city planning and zoning commission and city council, in addition to the requirements of subsection 29-4(b), a plan for the commercial use and development of such tract for the purpose of meeting the requirements of this section. The city planning and zoning commission shall review the conformity of the proposed development with the standards of the comprehensive plan and with recognized principles of civic design, land use planning and landscaping architecture. The commission may approve the plan as submitted or, before approval, may require that the applicant modify, alter, adjust or amend the plan as the commission deems necessary to the end that it preserve the intent and purpose of this chapter to promote public health, safety, morals and general welfare. The plan shall be accompanied by evidence concerning the feasibility of the project and its effects on surrounding property and shall include each of the following:
- a. A site plan defining the areas to be developed for buildings, the areas to be developed for parking, the location of sidewalks and driveways and the points of ingress and egress, including access streets where required, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
  - b. An analysis of market conditions in the area to be served, including the types and amount of service needed and general economic justification.
  - c. A traffic analysis of the vicinity indicating the effect of the proposed shopping center on the adjacent streets.
  - d. A statement of financial responsibility or reasonable financial arrangements or potential to ensure construction of the shopping center, including landscaping, in accordance with the plan and the requirements of this section.

A copy of such plan shall be filed with the building official and maintained as a permanent part of the records of the city.

- (3) *Standards.* Uses permitted in the S-1 district shall include any use permitted in the C-3 district and as limited by this district; provided, however, that the council may consider any additional restrictions proposed by the owner. The lot area, lot frontage and yard requirements of the C-2 district shall be considered minimum for the S-1 district; however, it is expected that these minimums will be exceeded in all but exceptional situations. Buildings may be erected to heights greater than those allowed in the C-2 district in accordance with the intent and purpose of this section.
- (4) *Completion.* The construction of the shopping center and improvements shall be completed within a reasonable period of time; provided, however, that, in the determination of such period, the scope and magnitude of the project and any schedule or timetable submitted by the developer shall be considered. Failure to complete the construction and improvement within such period of time shall be deemed sufficient cause for the rezoning of the property as provided in subsection 29-4(b).
- (5) *Changes and modifications.*
- a. *Major.* All changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone, deemed to be substantial by the planning and zoning staff after city approval of the plans, shall be resubmitted and considered in the same manner as originally required. Examples of major modifications include but are not limited to the following: new building construction, vehicular access rerouting, significant parking changes and general design and orientation changes.
  - b. *Minor.* Minor changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such



change, or may determine that the magnitude of the change is significant in nature and requires that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that sign changes are significant in nature, it may submit the proposal to the council for review and approval.

- (6) *Existing shopping centers.* Shopping centers in existence at the time of the passage of this chapter which are zoned S-1 by this chapter shall be considered as having met all the requirements of this section. All new construction, additions, enlargements, etc., to structures within these shopping centers shall be in accord with the use and bulk regulations of the C-2 district, except in cases where more restrictive controls have been imposed by agreement between the city and the property owners involved.

(Code 1971, § 32-34)

Sec. 29-149. - C-1 commercial district.

In the C-1 commercial district, the following provisions, regulations and restrictions shall apply. For the purpose of this section, a C-1 commercial district is defined as a commercial district adjacent to residence districts in which such uses are permitted as are normally required for the daily local retail business needs of the residents of the locality.

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
  - a. Any non-residential use permitted in the R-4 district.
  - b. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e., city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.

## Item G.2.o.

- c. Any local retail business or service establishment such as the following:
1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
  2. Antique shop.
  3. Apparel shop.
  4. Bakery whose products are sold only at retail and only on the premises.
  5. Financial institution.
  6. Barbershop or beauty parlor.
  7. Bicycle shop, sales and repair.
  8. Bookstore.
  9. Candy shops, where products are sold only at retail and only on the premises.
  10. Clothes cleaning and laundry pickup station.
  11. Collection office of public utility.
  12. Commercial parking lots for passenger vehicles in accordance with the provisions in subsections 29-177(d) and (e).
  13. Dairy store, retail.
  14. Dance or music studio.
  15. Drapery shop.
  16. Drugstore.
  17. Filling station.
  18. Florist and nursery shop, retail.
  19. Fruit and vegetable market.
  20. Furniture store.
  21. Gift shop.
  22. Grocery and delicatessen.
  23. Hardware store.
  24. Hobby shop.
  25. Household appliances, sales and repair.
  26. Ice storage and distributing station of not more than five-ton capacity.
  27. Jewelry shop.
  28. Key shop.
  29. Landscape gardener.
  30. Launderette.
  31. Locker plant for storage and retail sales only.
  32. Music store.
  33. Paint and wallpaper store.
  34. Post office substation.

- 35. Photographic studio.
  - 36. Radio and television sales and service.
  - 37. Restaurant, cafe and soda fountain.
  - 38. Shoe repair shop.
  - 39. Sporting goods store.
  - 40. Tailor shop.
  - 41. Theaters.
  - 42. Variety store.
  - d. Business or professional offices and the like, supplying commodities or performing services primarily for residents of the neighborhood.
- (2) *Accessory uses.*
- a. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is ten acres or less:
    - 1. Accessory uses permitted in the R-4 district.
    - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.
  - b. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is more than ten acres:
    - 1. Accessory uses permitted in the R-4 district.
    - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.
- (3) *Height regulations.* No building shall exceed two stories or 35 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-1 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <del>Family</del> Unit	Front Yard Depth <sup>1</sup>	Side Yard Width		Rear Yard Depth
					Least Width on Any One Side	Minimum Sum of Both Side Yards	
Dwellings				Same as specified in the R-4 district			
Motels and auto courts				Same as specified in the R-4 district			
Mobile home parks	5 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	25 ft. <sup>2</sup>	50 ft.	25 ft. <sup>2</sup>
Other				25 ft.	None required except when		No less

## Item G.2.o.

permitted uses					adjoining any R district, in which case not less than 10 ft.	than 10 feet
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<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> Where the adjoining land use (existing or permitted) is a nonresidential use, visual barriers of a size and character to ensure reasonable privacy and visual appeal (e.g., solid or louvered fencing, or open fencing with appropriate planting) shall be provided at a distance of not less than 20 feet from the nearest unit by the park developers.

(Code 1971, § 32-35; Ord. No. 2241, § 1, 9-28-98; Ord. No. 2782, § 1, 11-26-12)

Sec. 29-150. - C-2 commercial district.

In the C-2 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-1 district.
- b. Animal hospitals, veterinary clinics or kennels; provided any exercising runway shall be at least 200 feet from any R district and 100 feet from any C-1 district boundary.
- c. Automobile, motorcycle, trailer and farm implement establishments for display, hire and sales, including sales lots, including as incidental to these major uses all repair work in connection with their own and customers' vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this subsection shall not be construed to include automobile, tractor or machinery wrecking and rebuilding and used parts yards.
- d. Ballrooms and dancehalls.
- e. Billiard parlors and pool halls.
- f. Bookbinding.
- g. Bowling alleys.
- h. Carpenter and cabinet shops.
- i. Clothes dry cleaning and dyeing establishments using flammable cleaning fluids with a flash point higher than 100 degrees Fahrenheit.
- j. Commercial baseball fields, swimming pools, skating, golf driving ranges or similar open air recreational uses and facilities.
- k. Drive-in eating and drinking establishments, summer gardens and roadhouses, including entertainment and dancing, provided the principal building is distant at least 100 feet from any R district.
- l. Laundries.
- m. Lawn mower repair shops.

- n. Lumberyards, retail, but not including any manufacturing or fabricating for wholesale operations.
  - o. Monument sales yards.
  - p. Offices, business and professional.
  - q. Pet shops, including sales of aquariums.
  - r. Plumbing and heating shops.
  - s. Printing shops, not to include more than two 12-inch by 18-inch job presses.
  - t. Sheet metal shops.
  - u. Sign painting shops.
  - v. Taverns and restaurants.
  - w. Mobile home parks.
  - x. Used auto sales lots or any similar use.
  - y. Photo processing establishments using flammable fluids with a flash point higher than 100 degrees Fahrenheit and utilizing a floor area no longer than 20,000 square feet.
  - z. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e. city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.
  - aa. Mini-storage warehouse, upon site plan review and approval by the planning and zoning commission and city council of the City of Cedar Falls, Iowa. This use must conform to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture.
- (2) *Accessory uses.* Permitted accessory uses are as follows:

## Item G.2.o.

- a. Accessory uses permitted in the C-1 district.
  - b. Accessory uses and structures customarily incidental to any permitted principal uses.
- (3) *Height regulations.* No building shall exceed three stories or 48 feet in height, whichever is lower.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-2 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>Family Unit</u>	Front Yard Depth <sup>1</sup>	Side Yard Width		Rear Yard Depth
					Least Width on Any One Side	Minimum Sum of Both Side Yards	
Dwellings				Same as specified in the R-4 district			
Motels and auto courts				Same as specified in the R-4 district			
Mobile home parks	5 acres	100 ft.	3,500 sq. ft.	25 ft.	25 ft. <sup>3</sup>	50 ft.	25 ft. <sup>4</sup>
Other permitted uses				See footnote 2	None, except when adjacent to an R district, in which case not less than 10 ft.		<sup>5</sup>

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> Where all the frontage on one side of the street between two intersecting streets is located in the C-2 commercial district, no front yard shall be required unless a front yard setback is required to meet a proposed right-of-way line. Where the frontage on one side of the street between two intersecting streets is located in the C-2 commercial district, and a C-1 commercial or R residence district, one-half of the front yard requirements of the C-1 commercial or R residential districts shall apply to the C-2 commercial district. Where a lot is located at the intersection of two or more streets, the front yard requirements stated shall apply to each street side of the corner lot, except that the buildable width of such lot shall not be reduced to less than 28 feet. No accessory building shall project beyond the front yard line on either street.

<sup>3</sup> Where a mobile home park has frontage on more than one street, the required front yard depth shall be maintained from all streets.

<sup>4</sup> Where the adjoining land use (existing or permitted) is a nonresidential use, visual barriers of a size and character to ensure reasonable privacy and visual appeal (e.g., walls, solid or louvered fencing, or open fencing with appropriate planting) shall be provided at a distance not less than 20 feet from the nearest unit by the park developers.

<sup>5</sup> No requirement except when adjoining an R District in which case not less than 10 feet.

(Code 1971, § 32-36; Ord. No. 1988, § 2, 9-14-92; Ord. No. 2241, § 2, 9-28-98; Ord. No. 2782, § 2, 11-26-12)

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Sec. 29-151. - C-3 commercial district.

In the C-3 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-2 commercial district.
- b. Automobile body or fender repair shop.
- c. Department store.
- d. Exterminator sales.
- e. Lumberyards or building material sales yards.
- f. Manufacture or treatment of products clearly incidental to the conduct of a retail business conducted on the premises.
- g. Office buildings.
- h. Printing or publishing houses.
- i. Storage warehouse or business.
- j. Tire shop, including vulcanizing and retreading.
- k. Wholesale warehouse or business.
- l. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. In the case of a redevelopment

## Item G.2.o.

of the site, a density bonus may be considered up to one unit per 450 square feet and a maximum height of four stories, provided the total number of bedrooms is no more than what would be permitted when the base density standards of the R-4 district are applied. To determine the base number of bedrooms, multiply the number of units by four. Construction of the proposed residential development must commence (i.e., city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.

- (2) *Accessory uses.* Permitted accessory uses are accessory uses permitted in the C-2 district.
- (3) *Height regulations.* No building shall exceed the cubical content of a prism having a base equal to the area of the lot and a height equal to 165 feet or three times the width of a street on which it faces, whichever is the greater; provided, however, that a tower not to exceed 20 percent of the lot area may be constructed without reference to the limitations set out in this subsection.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-3 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>Family Unit</u>	Front Yard Depths <sup>1</sup>	Side Yard Width	
					Least Width on Any One Side	Minimum Sum of Both Side Yards
Dwellings			Same as specified in the R-4 district			
Mobile home parks			Same as specified in the C-2 district			
Motels and auto courts			Same as specified in the R-4 district			
Other permitted uses					None, except when adjacent to an R district, in which case not less than 15 ft.	None, except when abutting an R district, in which case not less than 25 ft.

<sup>1</sup> None required unless fronting on the proposed right-of-way of a thoroughfare shown on the official major street plan, in which case the building setback line shall be the proposed right-of-way line.

(Code 1971, § 32-37; Ord. No. 2782, § 3, 11-26-12; Ord. No. 2844, § 1, 6-1-15)

Sec. 29-152. - M-1 light industrial district.



In the M-1 light industrial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Permitted principal uses are as follows:

- a. Any use permitted in the C-3 district, except that no occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
- b. Automobile assembly.
- c. Bag, carpet and rug cleaning; provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- d. Bakeries, other than those whose products are sold at retail only on the premises.
- e. Welding or other metalworking shops, excluding shops with drop hammers and the like.
- f. Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock, feed or fuel, provided dust is effectively controlled, and storage yards for vehicles of a delivery or draying service.
- g. Carting, express, hauling or storage yards.
- h. Circus, carnival or similar transient enterprises, provided such structures or buildings shall be at least 200 feet from any R district.
- i. Coal, coke or wood yard.
- j. Concrete mixing and concrete products manufacture.
- k. Cooperage works.
- l. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
- m. Enameling, lacquering or japanning.
- n. Foundry casting lightweight nonferrous metals, or electric foundry not causing noxious fumes or odors.
- o. Flammable liquids, underground storage only, not to exceed 25,000 gallons, if located not less than 200 feet from any R district.
- p. Junk, iron or rags, storage or baling, where the premises upon which such activities are conducted are wholly enclosed within a building, wall or fence not less than six feet in height, completely obscuring the activity, but not including automobile, tractor or machinery wrecking or used parts yards.
- q. Laboratories, experimental, film or testing.
- r. Livery stable or riding academy.
- s. Machine shop.
- t. Manufacture of musical instruments and novelties.
- u. Manufacture or assembly of electrical appliances, instruments and devices.
- v. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns.
- w. Manufacture and repair of electric signs, advertising structures and sheetmetal products, including heating and ventilating equipment.
- x. Milk distributing station, other than a retail business conducted on the premises.
- y. Sawmill or planing mill, including manufacture of wood products not involving chemical treatment.

## Item G.2.o.

- z. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour and the rendering or refining of fats and oils.
  - aa. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fibre, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
- a. Any accessory uses permitted in the C-3 commercial district.
  - b. Any accessory uses customarily accessory and incidental to a permitted principal use.
- (3) *Required conditions.* No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, noxious or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
- (4) *Height regulations.* No building shall exceed the cubical content of a prism having a base equal to the buildable area of the lot and a height of 75 feet, or 1½ times the width of the street on which it faces, whichever is the least.
- (5) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the M-1 light industrial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area Per <del>Family</del> Unit	Front Yard Depth <sup>1</sup>	Side Yard Width	Rear Yard Depth
Dwellings					Same as specified in the R-4 district	
Mobile home parks					Same as specified in the C-2 district	
Motels and auto courts					Same as specified in the R-4 district	
Other permitted uses				25 ft.	None required except when adjacent to an R district, in which case not less than 25 ft.	25 ft. <sup>2</sup>

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

<sup>2</sup> For every additional foot the front yard depth is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than eight feet; and, in addition, if any portion of this rear yard area is used for an enclosed offstreet loading space, the area above such an enclosure may be used for building purposes.

(Code 1971, § 32-38)

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Sec. 29-153. - M-2 heavy industrial district.

In the M-2 heavy industrial district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* A building or premises may be used for any purpose whatsoever except those listed in subsections (1)a., b. and c. of this section:
  - a. No occupancy shall be issued for any use in conflict with any ordinance of the city or law of the state regulating nuisances.
  - b. No occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
  - c. No occupancy permit shall be issued for any of the following uses until and unless the location of such use and suitable enclosure shall have been authorized by the city council after report by the fire operations division and zoning commissioner:
    1. Abattoirs and slaughterhouses or stockyards.
    2. Acid manufacture or wholesale storage of acids.
    3. Automobile, tractor or machinery wrecking and used parts yards.
    4. Cement, lime gypsum or plaster of paris manufacture.
    5. Distillation of bones.
    6. Explosive manufacture or storage.
    7. Fat rendering.
    8. Fertilizer manufacture.
    9. Garbage, offal or dead animal reduction or dumping.
    10. Gas manufacture and cylinder recharging.
    11. Glue, size or gelatine manufacture.
    12. Petroleum or its products, refining or wholesale storage.
    13. Rubber goods manufacture.
    14. Sand or gravel pits.
    15. Smelting of tin, copper, zinc or iron ores.
    16. Transmitting stations.
    17. Waste paper yard.
    18. Wholesale storage of gasoline.
- (2) *Required conditions.*
  - a. The best practical means known for the disposal of refuse matter or water-carried waste and the abatement of obnoxious or offensive odor, dust, smoke, gas, noise or similar nuisances shall be employed.
  - b. All principal buildings and all accessory buildings or structures, including loading and unloading facilities, shall be located at least 200 feet from any R district and not less than 100 feet from any other district except an M-1 district.

## Item G.2.o.

(3) *Height regulations.* No structure shall exceed in height the distance measured to the centerline of the nearest street from any portion of the proposed building or structure.

(4) *Yards.* Minimum yard requirements for the M-2 heavy industrial district shall be as follows:

Use	Front Yard Depth <sup>1</sup>	Side Yard Width	Rear Yard Depth
Permitted uses	25 ft.	None required except when adjacent to an R district, in which case not less than 200 ft.	40 ft.

<sup>1</sup> The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

(Code 1971, § 32-39)

Sec. 29-154. - MP planned industrial district.

In the MP planned industrial district, the following provisions, regulations and restrictions shall apply:

(1) *Purpose.* The purpose of this section is to permit the establishment of industrial parks and to provide for the orderly planned growth of industries in larger portions of land. The district shall normally contain lots not less than ten acres in size, and may not be further subdivided into less than one-half-acre lots. It is also intended that such industrial districts be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effects upon adjacent properties in other zoning districts.

(2) *Principal permitted uses.* Principal permitted uses are as follows:

- a. In the M-1,P planned light industrial district, any use permitted in the M-1 light industrial district except the following:
  1. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors, or storage and sale of livestock, feed or fuel.
  2. Storage yards.
  3. Circuses, carnivals or similar transient enterprises.
  4. Coal, coke or wood yard.
  5. Concrete mixing or concrete products manufacture.
  6. Cooperage works.
  7. Storage of flammable liquids exceeding the amount necessary for normal operation and maintenance of a principal permitted use.
  8. Storage or baling of junk, iron or rags.
  9. Livery stable or riding academy.
  10. Sawmill or planing mill.
- b. In the M-2,P planned heavy industrial district, any use permitted in the M-2 heavy industrial district.

- (3) *Procedure for establishment and approval.*
- a. *Establishment of zoning district.* A zoning district plan shall be provided indicating location and boundaries and providing as many details as are available. This plan shall be submitted for approval to the planning and zoning commission and the city council in accordance with subsection 29-4(b).
  - b. *Approval of development plan.* Prior to development of all or a portion of the district, a development plan for that specific portion shall be approved by the planning and zoning commission and city council.
    - 1. The development plan shall include the following information: The relation of the portion to be developed to the overall zoning district, internal street location and lines, lot sizes, railroad tracks and right-of-way, and proposed sanitary and storm sewer lines and water and power facilities.
    - 2. Front building setback lines shall not be less than 25 feet, except that there shall be 35-foot setbacks from arterial streets as identified upon the major thoroughfare map. Such yards shall be landscaped with trees, shrubs or grass in such a manner as to reflect the intent of an industrial park. Offstreet parking lots may be permitted in such yard areas, provided that they extend no closer than 25 feet to property lines abutting arterial streets. No outdoor storage shall be permitted within the identified front yard areas. All yards on the perimeter of the development plan abutting an A-1, R-1, R-2, R-3, R-4, R-5 or R-P zoning district shall maintain a 40-foot landscaped strip of trees, shrubs or grass, free of buildings and storage areas.
    - 3. If applicable, the development plan must conform with the requirements and regulations of the state department of natural resources.
    - 4. In considering the development plan, the planning and zoning commission shall review restrictive covenants and the landowner's agreement.
  - c. *Implementation of development plan.* A copy of the development plan required under subsection (3)b. of this section, upon approval by the planning and zoning commission and the city council, shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. No building permit shall be issued for any building or structure unless the location and use are in substantial conformance with the plan on file.
  - d. *Change and modification of plan.*
    - 1. *Major.* All changes, modifications and amendments to the development plan required for M-P development, deemed to be substantial by the planning and zoning staff after city approval of such plan, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: street realignment, reconfiguration of lots and revisions to storm or sanitary sewer designs.
    - 2. *Minor.* Minor changes, modifications or amendments to the development plan required for M-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and require that the development plan be resubmitted and considered in the same manner as originally required.
- (4) *Site requirements.*
- a. Outdoor storage shall be permitted only when related to a permitted principal use and only when storage areas are suitably screened. Maximum height of outdoor storage shall be 20 feet and shall not exceed the height of the screen. Outdoor storage shall be located inside

## Item G.2.o.

the required yard areas and not within 200 feet of a residence district (R-1, R-2, R-3, R-4 or R-P).

- b. All landscaped areas shall be maintained in such a manner as to reflect the intent of an industrial park.
  - c. Loading docks or doors shall be located 115 feet from the perimeter property line of the development plan. Yard areas must be adequate to accommodate movement of trucks and other vehicles within property boundaries and off landscaped areas. Loading docks and overhead doors may be located on any side of the building, but all loading, parking and backing areas shall be inside the property line and shall be subject to the approval of the zoning administrator and city engineer.
  - d. Building height within an M-1,P area shall not exceed 45 feet, and building height within an M-2,P area shall not exceed 90 feet.
  - e. Parking area requirements shall meet the standards established in section 29-177.
- (5) *Lot area, yards and site coverage.* Requirements for lot area, yards and site coverage are as follows:
- a. Minimum lot area: Two acres.
  - b. Maximum site coverage: 0.75.
  - c. Maximum floor ratio: 1.00.
  - d. Minimum front yard depth: 25 feet.
  - e. Least width on any one side: Ten feet.
  - f. Minimum rear yard depth: Ten feet.
  - g. In reviewing the development plan, the city council may, following the planning and zoning commission's recommendations, approve the inclusion of one-half-acre lots in all or a portion of the development plan. Acceptance of the one-half-acre minimum lot area shall be in accordance with recognized principles of civil design, land use planning and landscape architecture.
  - h. The rear yard shall not be less than 30 feet where the proposed use adjoins a residence district (R-1, R-2, R-3, R-4, R-5 or R-P).

(Code 1971, § 32-40)

Sec. 29-155. - F-W floodway overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-W floodway district to the extent they are not prohibited by other provisions of this chapter or of this Code, or the underlying zoning district, and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or other equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
  - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
  - (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horse riding trails.
  - (4) Residential uses such as lawns, gardens, parking areas and play areas.

- (5) Other open space uses similar in nature to the uses listed in this subsection.
- (b) *Conditional uses.* The following uses, which involve structures (temporary or permanent), fill, storage of materials or other equipment, may be permitted only upon issuance of a special exception permit by the board of adjustment, and then only to the extent they are not prohibited by other provisions of this section or of this Code or the underlying zoning district. Such uses must also meet the applicable provisions of the floodway district performance standards:
  - (1) Uses or structures accessory to open space uses.
  - (2) Circuses, carnivals and similar transient amusement enterprises.
  - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.
  - (4) Extraction of sand, gravel and other material.
  - (5) Marinas, boat rentals, docks, piers and wharves.
  - (6) Utility transmission lines and underground pipelines.
  - (7) Other uses similar in nature to the principal permitted and conditional uses described in this section which are consistent with the floodway district performance standards and the general spirit and purpose of this chapter.
- (c) *Performance standards.* All floodway district uses allowed as a principal permitted or conditional use shall meet the following standards:
  - (1) No use shall be permitted in the floodway district that would result in any increase in the 100-year (1%) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - (2) All uses within the floodway district shall:
    - a. Be consistent with the need to limit flood damage.
    - b. Use construction methods and practices that will limit flood damage.
    - c. Use construction materials and utility equipment that are resistant to flood damage.
  - (3) No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
  - (4) Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
  - (5) From and after January 1, 2010, there shall be no construction of any new building or structure (temporary or permanent) of any type whatsoever, anywhere within the floodway overlay district in the city, including but not limited to new detached garages, storage buildings, or other accessory structures.
  - (6) From and after January 1, 2010, there shall be no restoration or reconstruction of any previously existing nonconforming building or structure located in the floodway overlay district that suffers damage to the extent of fifty percent (50%) or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, unless permitted upon issuance of a variance and a special exception permit by the board of adjustment, in accordance with the provisions of sections 29-34 and 29-35 of this chapter.
  - (7) Any restoration or reconstruction of any building or structure located in the floodway overlay district that suffers damage to the extent of less than fifty percent (50%) of its fair market value at the time of damage of any origin, including but not limited to fire, flood, tornado, storm, explosion, war, riot or act of God, may be restored or reconstructed without issuance of a variance or a special exception permit by the board of adjustment, and then only as follows:

## Item G.2.o.

- [a.] May commence only upon issuance of a valid building permit issued by the city;
- [b.] Must not allow any fill material to be used or placed on the lot in connection with the elevation and reconstruction of such building or structure; and
- [c.] Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction;
- [d.] Such restoration, rebuilding or reconstruction shall not allow any building addition or expansion without obtaining a variance or special exception permit from the board of adjustment.
- [e.] Any addition or expansion to an existing building or structure located in the floodway shall not be allowed, unless permitted upon issuance of a variance and special exception permit by the board of adjustment, in accordance with Sections 29-34 and 29-35 of this chapter.
- (8) Buildings, if permitted, shall have a low flood damage potential and shall not be utilized for human habitation.
- (9) Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway district within the time available after flood warning.
- (10) Stream, watercourse, drainage channel or other water channel embankment stabilization, filling, alterations or relocations, including removal of vegetation, must be designed to maintain the flood-carrying capacity within the altered area, and shall not be allowed or undertaken without all required permits from and approvals by the state department of natural resources, and shall not proceed without approval of the city planner and oversight by the city engineer.
- (11) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (12) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
- (13) Recreational vehicles placed on sites within the Floodway District shall either:
  - a. Be on site for fewer than 180 consecutive days.
  - b. Be fully licensed and ready for highway use.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

(Ord. No. 2750, § 7, 7-11-11)

**Editor's note**— Ord. No. 2750, § 7, adopted July 11, 2011, repealed § 29-155, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-155 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-156. - F-F floodway fringe overlay district.

- (a) Except as otherwise expressly provided in this section, development shall be allowed in the floodway fringe overlay district only on lots of record as defined in this chapter which were in existence prior to January 1, 2010.
- (b) The floodway fringe overlay district shall include and incorporate both the 100-year (1%) and 500-year (0.2%) flood boundaries as illustrated on the official floodplain zoning maps. The elevation of the regulatory flood shall be considered to be the 500-year (0.2%) flood elevation. Flood insurance policies and insurance rates may continue to be evaluated and established based on federal and



state laws and regulations. For all other city flood regulatory purposes, however, the regulatory elevation shall be the 500-year flood elevation.

- (c) No new lots shall be established within the 500-year flood boundaries after January 1, 2010, unless the newly created lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the 500-year floodplain does not encompass more than 25 percent of the newly created lot. All building lots which have been properly established under state law and this Code, filed with the county recorder and approved by the county auditor, all prior to January 1, 2010, shall be considered to be lots of record. A lot of record which is in existence on January 1, 2010, may be diminished in size via subdivision if the newly-created lot being separated from the existing lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the diminished original lot of record will not be permitted a replacement or new structure constructed thereon if that structure is located within the 500-year floodplain boundaries. An existing structure located on the original lot of record, if located within the 500-year floodplain, will be allowed to be maintained, upgraded, enlarged or replaced in conformance with this Code.
- (d) Critical facilities shall be located outside the 500-year floodplain boundaries. Critical facilities shall include but not be limited to hospitals, municipal government buildings, schools and residential facilities for elderly or infirmed/handicapped persons. The restriction on critical facilities shall not apply to structures required to be located in low-lying areas such as streets and roadways, bridges, culverts, waste water treatment facilities or sanitary sewer lift stations.
- (e) *Performance standards.* All uses must be consistent with the need to limit flood damage to the maximum practicable extent, and shall meet the following applicable performance standards:
  - (1) All new development on lots of record in existence prior to January 1, 2010, must comply with all required standard flood protection measures, and must meet the following requirements:
    - a. May commence only upon issuance of a valid building permit issued by the city;
    - b. Any open areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and
    - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
  - (2) Any existing building or structure located in the floodway fringe that suffers damage to the extent of less than fifty percent (50%) of its fair market value from any origin including, but not limited to, fire, flood, tornado, storm, explosion, war, or act of God, may be reconstructed at its existing elevation, without issuance of a variance or special exception permit, if the reconstructed structure meets the following requirements:
    - a. May commence only upon issuance of a valid building permit issued by the city; and
    - b. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
  - (3) Any existing building or structure that is substantially damaged, may be reconstructed if the reconstructed structure meets all required standard flood protection measures, including but not limited to elevating the structure to a level such that the lowest floor is established one (1) foot above the 500-year flood level, and is constructed either on elevated foundations, piers or similar elevated techniques that are in compliance with then applicable city building code requirements, or using fill which meets the requirements of this section, and which meets the following requirements:
    - a. May commence only upon issuance of a valid building permit issued by the city;
    - b. Any enclosed building areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and

## Item G.2.o.

- c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (4) All structures shall be:
    - a. Adequately anchored to prevent flotation, collapse or lateral movement of the structure.
    - b. Constructed with materials and utility equipment resistant to flood damage to the maximum practicable extent.
    - c. Constructed by methods and practices that limit flood damage to the maximum practicable extent.
  - (5) Any new, substantially improved or substantially damaged residential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level unless the necessary amount of fill to satisfy this requirement exceeds allowable fill heights specified in subsection (e)(8)(b), and shall extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating, such as piers or elevated foundations, may be allowed where existing topography, street grades or other compelling factors preclude elevating by the use of compacted fill material. In all such cases, the methods used for structural elevation must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding as verified by a structural engineer.
  - (6) Any new, substantially improved or substantially damaged nonresidential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level or, together with attendance utility and sanitary sewerage systems, be flood-proofed to such a level. When utilizing fill material, the amount placed on the site shall be in conformance with subsection (e)(8)(b). When flood-proofing is utilized, a professional engineer registered in the state of Iowa shall certify that the flood-proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year and 500-year flood event, and that the structure established below the 500-year flood elevation level, is watertight with walls substantially impermeable to the passage of water. A record of certification, indicating the specific elevation, in relation to the North American Vertical Datum of 1988, to which any structures are flood-proofed, shall be maintained by the zoning/ floodplain administrator.
  - (7) Any new, substantially improved or substantially damaged structure that is to be established or reconstructed as authorized in this chapter shall meet the following requirements:
    - a. Fully enclosed areas below the lowest floor, not including basements, that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All said areas below the lowest floor shall be designed for low damage potential and shall not be habitable space. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Machinery and service facilities (e.g. hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 500-year flood level.

Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above natural grade.

3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
  4. Openings must be designed and installed so as to allow the natural entry and exit of floodwaters without the aid of any manual, mechanical or electrical systems either for operating the openings or assisting in the discharge of water from the lower area.
- b. Any new, substantially improved or substantially damaged structure that is being established or reconstructed as authorized in this chapter, must be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
  - c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding. All such facilities including heating, cooling and ventilating systems or ducts shall be located or installed at least one foot above the (0.2%) 500-year flood level.
- (8) Filling in the floodway fringe:
- a. Fill activities may be permitted in the floodway fringe overlay district upon approval by the city planner and city engineer. All fill application permits shall be valid for a period of six (6) months from date of issuance, may be renewed only upon filing of an application for renewal with the city planner, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. Elevation and topographic data must also be submitted by a professional engineer registered in the State of Iowa that illustrates changes in the topography and estimated impacts upon local flood flows. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water run-off onto adjacent properties to the maximum practicable extent, and in compliance with the NPDES standards contained in Chapter 27 of this code. Except as provided in subsections (e)(8)(f) and (g), adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the city planner. Any fill project must be designed to limit negative impacts upon adjacent property owners during flood events to the maximum practicable extent.
  - b. The amount of allowable fill must not increase the existing natural grade of the property, by more than three (3) vertical feet at any point, and shall be placed on no more than 33.33% of the total three (3) vertical feet lot area.
  - c. Where fill is authorized under this chapter, any fill placed on a lot of record must be mitigated by removal of an equal volume of fill material from a comparable elevation within the 500-year floodplain, in order to provide the hydraulic equivalent volume of fill removal as compared to the placement of fill on any single property located in the floodplain.
  - d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot, and shall extend at least 18 feet from the outer foundation of the structure.
  - e. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the 3-foot fill limitation as referenced in subsection (e)(8)(b) must be achieved through the use of elevated foundations, piers or similar structural elevation techniques that are in compliance with then applicable city building code requirements as certified by a structural engineer.

## Item G.2.o.

- f. Fill is allowed for property maintenance purposes in the floodway fringe area upon approval of the city planner. For purposes of this subsection, the term, "property maintenance purposes," shall mean landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water. Said limited amounts of fill for property maintenance purposes need not be compensated by an equivalent amount of excavation area as specified in subsection (e)(8)(c) above.
  - g. Filling on public property is prohibited in the floodway fringe district with the exception of property maintenance purposes of public facilities, upon approval of the city planner. Limited quantities of asphalt, concrete and yard waste may be temporarily stored in the floodway fringe district when said materials are being staged for further processing. Raw materials may be stockpiled in the floodway fringe district when said materials are mined or excavated from a site in the floodway or floodway fringe.
- (9) No floodplain map revisions (Letter of Map Revision-fill or LOMR-f) involving placement of fill or involving land alterations in the floodway fringe overlay district, even if otherwise approved by FEMA, shall be allowed after January 1, 2010, provided, however, that owners of properties in the floodway fringe who have applied for a LOMR and which were in the process of being approved as of January 1, 2010, shall be exempt from this prohibition.
- (10) Factory-built housing and factory-built structures shall meet the following requirements:
- a. Factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse or lateral movement.
  - b. Factory-built housing and factory-built structures, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 500-year flood level.
  - c. Openings shall be established in the lower area to allow the natural entry and exit of floodwaters in compliance with subsections (e)(7)(a)(1) through (4).
- (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the (0.2%) 500-year flood level.
- (12) Utility and sanitary systems shall meet the following requirements:
- a. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 500-year flood elevation.
  - b. On-site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
  - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one foot above the 500-year flood elevation.
  - d. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

- (13) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the 500-year flood level. Other material and equipment must either be similarly elevated or:
  - a. Not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or
  - b. Be readily removable from the area within the time available after flood warning.
- (14) Flood control structural works such as levees and floodwalls, shall provide, at minimum, protection from a 1% (100-year) flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage, or at such higher elevation as may be mandated by the state or federal government. In addition, structural flood control works shall be approved by the state department of natural resources.
- (15) No use shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages and storage sheds and other detached accessory structures shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied:
  - a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area.
  - b. The structures are not suitable for and shall not be used for human habitation.
  - c. The structures will be designed to have low flood damage potential.
  - d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
  - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
  - f. Structures shall be firmly anchored to prevent flotation, which may result in damage to other structures.
  - g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.
- (17) Recreational vehicles, if permitted in the underlying zoning district, are exempt from the requirements of this chapter regarding anchoring and elevation of factory built homes when the following criteria are satisfied:
  - a. Be on site for fewer than 180 consecutive days.
  - b. Be fully licensed and ready for highway use.
- (18) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation or due to action of flood flows.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

(Ord. No. 2750, § 8, 7-11-11; Ord. No. 2847, § 2, 7-20-15)

**Editor's note**— Ord. No. 2750, § 8, adopted July 11, 2011, repealed § 29-156 and enacted new provisions to read as herein set out. Prior to amendment, § 29-156 pertained to similar subject matter. See Code Comparative Table for derivation.

## Item G.2.o.

Sec. 29-157. - F-P general floodplain overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-P general floodplain district to the extent they are not prohibited by any other ordinance or underlying zoning district and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
  - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
  - (3) Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horseback riding trails.
  - (4) Residential uses such as lawns, gardens, parking areas and play areas.
- (b) *Conditional uses.* Any use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses shall be reviewed by the state department of natural resources to determine:
- (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
  - (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the state department of natural resources with sufficient technical information to make the determination.

- (c) *Performance standards.*
- (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
  - (2) All conditional uses or portions thereof to be located in the floodway fringe, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.
- (d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the 500-year flood elevation.

(Ord. No. 2750, § 9, 7-11-11)

**Editor's note**— Ord. No. 2750, § 9, adopted July 11, 2011, repealed § 29-157 and enacted new provisions to read as herein set out. Prior to amendment, § 29-157 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-158. - R-P planned residence district.

In the R-P planned residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The purpose of the R-P planned residence district is to permit the establishment of multiuse and integrated use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The district shall normally be

reserved for development of tracts not less than ten acres in size. It is also intended that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture. It is further intended that such planned residence districts be designed and developed to promote public health, safety, morals and general welfare, to reasonably prevent and minimize undue injury to adjoining areas and to encourage appropriate land use.

- (2) *Permitted uses.* Permitted uses are as follows:
  - a. Any use permitted in the R-4 residence district.
  - b. Any use permitted in the C-1 commercial district within the commercial area of the planned residence district.
- (3) *General standards.* The land usage, minimum lot area, yard, height and accessory uses shall be determined by the requirements set forth below, which shall prevail over conflicting requirements of this chapter or any other ordinance:
  - a. There shall be no minimum yard or height requirements in a planned residence district except that minimum yards, as specified in the R-4 residence district, shall be provided around the boundaries of the planned residence district.
  - b. Uses along the project boundary lines that are less restrictive than R-4 uses shall not be in conflict with those allowed in adjoining or opposite property. To this end the city planning and zoning commission may require, in the absence of an appropriate physical barrier, that uses of at least intensity or a buffer of open space or screening be arranged along the borders of the project.
  - c. After final approval and zoning by the city council, a plan of the planned residence district, showing building lines, building locations, common land, streets, easements, utilities and other applicable items shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. The applicant for the planned residence district may also record or file such plan in the office of the county recorder.
  - d. In their review of the plan, the city planning and zoning commission and city council may consider any deed restrictions or covenants entered into or contracted for by the developer concerning the use of common land or permanent open space. For purposes of this section, common land shall refer to land dedicated to the public use and to land retained in private ownership but intended for the use of the residents of the development unit or the general public.
  - e. No permit for any commercial structure or building shall be issued until at least 25 percent of the planned residence district in question is developed for residential uses.
- (4) *Land use and density requirements.*
  - a. No more than 15 percent of the total area of the planned residence district may be used for commercial uses.
  - b. The lot area per familyunit in any one- and two-familyunit areas in the planned residence district shall be the same as in the R-4 residence district.
  - c. Lot area requirements in the multiple-familyunit area of the planned residence district shall be the same as in the R-4 residence district.
  - d. All density requirements shall be computed on a total area basis using private streets and drives, common open space, park areas, recreation areas and offstreet parking areas, as well as building site areas.
- (5) *Modifications to plans.*

## Item G.2.o.

- a. *Major.* All changes, modifications and amendments in the various plats and plans required for R-P development, deemed to be substantial by the planning and zoning staff after city approval of such plats and plans, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: land use changes, increased densities and street location or size.
- b. *Minor.* Minor changes, modifications and amendments in the various plats and plans required for R-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and require that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that the sign changes are significant in nature, it may submit the proposal to the council for review and approval.

(Code 1971, § 32-42)

Sec. 29-159. - HCG Highway corridor and greenbelt overlay zoning district.

- (a) *Boundaries.* The highway corridor greenbelt (HCG) overlay zoning district boundaries are shown on the HCG Master Plan and legally described in Attachments to ordinance number 2000. [Said attachments are not set out at length herein but are on file in office of the city.]
- (b) *Purpose and intent.* The purpose and intent of this section is to establish a greenbelt corridor overlay district or the orderly development of properties located within the HCG overlay district. The emphasis of the greenbelt overlay district is to regulate the development within the Highway 58 and Greenhill Road Corridor and the West Lake area in order to promote the health, safety and welfare of the citizens of Cedar Falls, Iowa. New structures, certain modifications to existing structures that require building permits and certain site improvements shall conform to this section. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern, except as otherwise expressly provided in this section.
- (c) *Definitions.* The following definitions shall apply only for the purposes of this section:
  - (1) *Landscaped area.* An area not subject to vehicular traffic, which consists of living landscape material.
  - (2) *Vehicular use areas.* All areas subject to vehicular traffic including, but not limited to, accessways, driveways, loading areas, service areas, and parking stalls for all types of vehicles. This definition shall not apply to covered parking structures or underground parking lots.
  - (3) *Overstory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of at least 30 feet, and having a trunk that may, at maturity, be kept clear of leaves and branches at least eight feet above grade.
  - (4) *Understory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of less than 30 feet.
  - (5) *Shrub.* A woody or perennial plant with multiple stems.
  - (6) *Living landscape.* Low growing woody or herbaceous ground cover, turfgrasses, shrubs, and trees.
  - (7) *Screen.* An area of planting which provides an effective visual barrier. For a single row the screen shall consist of spruce, firs, or pines spaced at a maximum spacing of 15 feet or a



double staggered row of spruce, firs, or pine spaced at a maximum spacing of 20 feet within each row; for arborvitae and juniper the spacing shall be a double staggered row with maximum spacing of ten feet within each row, or a single row with maximum spacing of six feet.

- (8) *Parking strip.* That portion of city-owned property between the curb line, shoulder line or traveled portion of the roadway or alley and the private property line.
- (9) *On-premise signs.* A sign on the same property as the activity it advertises.
- (10) *Off-premise signs.* A sign not entirely on the same property as the activity it advertises.
- (d) *Administrative regulations.* The provisions of this section shall constitute the requirements for all zones that lie within the boundaries of the highway corridor greenbelt overlay district. This section shall apply to all new construction, a change in use, or the following alteration or enlargement:
  - (1) In commercial or residential zones or for commercial or residential uses in those zones a ten percent increase in total area or 1,000 square feet, whichever is less.
  - (2) For industrial uses in manufacturing zones, but not for any commercial or residential use in manufacturing zones, a 20 percent increase in total area or 3,000 square feet, whichever is less.

In addition to the above, this section shall also apply to all sites being developed for the provision of parking as a primary use or for any improvement which results in the provision of or an increase in parking.

*Expansion of existing uses.* For existing commercial and residential uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	Shall require that:
10% - 20% addition or 1000 square feet	25% of ordinance requirements be provided
21% - 40% addition or 2000 square feet	50% of ordinance requirements be provided
41% - 50% addition or 2500 square feet	75% of ordinance requirements be provided
51% addition or 2501 square feet	100% of ordinance requirements be provided

For existing industrial uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	<i>Shall require that:</i>
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## Item G.2.o.

20% - 39% addition or 3,000 square feet	25% of ordinance requirements be provided
40% - 50% addition or 4,000 square feet	50% of ordinance requirements be provided
51% - 60% addition or 5,000 square feet	75% of ordinance requirements be provided
61% addition or 5,001 square feet	100% of ordinance requirements be provided

For projects as indicated above, no certificate of occupancy or building permit shall be issued unless such development project is found to be in conformance with this section.

(e) *Landscape requirements:*

(1) *Submittal procedures.*

- a. Submittals for landscape approval shall include a separate planting plan showing species, type, size, and number of plantings; a site plan drawn to a scale not more than 1"=100' showing total area and total landscaped area and any supplementary information as required to demonstrate conformance to the landscape requirements. Any deviations from the approved landscape plan must receive approval from the Department of Developmental Services of the City of Cedar Falls, Iowa, prior to installation.
- b. Each submittal shall include fiscal arrangements by bond, certificate of deposit, or a nonrevocable letter of credit payable to the City of Cedar Falls, Iowa, to ensure that the landscaping will be installed. Said city may at its discretion accept other evidence of ability to pay. The fiscal arrangements shall reflect the cost of required landscaping not yet in place to ensure that such landscaping will be installed. The submittal must also grant said city or its licensed and contracted agent the right to enter upon the land for the purposes of installing the required landscaping, in the event that such landscaping is not in place by the date specified in the agreement. Such fiscal arrangements shall be released when landscape installation is verified.

(2) *Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

<i>Overstory trees</i>	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points
<i>Understory trees</i>	
2 inch caliper or greater	40 points

1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points
<i>Shrubs</i>	
5 gallon or greater	10 points
2 gallon or greater	5 points
<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(3) *Minimum requirements for designated zones:*

- a. *"R" zones and residential uses.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings. The yard shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of the landscaped area.
- b. *"C-3" commercial zone.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings and parking. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of landscaped area.
- c. *"C" and "M" zones.* The minimum required landscape area shall be 25 percent of the total lot area. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .04 points per square foot of total lot area.
  - 1. For commercial and industrial lots exceeding one acre in size, the minimum required landscape area shall be 25 percent of the total lot area. The landscaped area shall be planted with a combination of trees and shrubs to achieve a minimum of .03 points per square foot of total lot area. In addition to said requirements, a 50 point reduction in minimum total landscape points required will be allowed based on each percentage

## Item G.2.o.

point of green space (grass) provided in excess of the 25 percent required minimum. However, the total number of points reduced shall not exceed the following:

200 points	—	1.00 to 2 acres
400 points	—	2.01 to 3 acres
800 points	—	3.01 to 4 acres
1,200 points	—	4.01 to 5 acres
1,600 points	—	5.01 to 6 acres
2,000 points	—	6.01 to 7 acres
Etc.	—	Etc.

There shall be no reduction of required landscaping points for sites less than one acre in area.

(4) *Additional landscaping requirements.* The following additional landscaping requirements apply to all zones:

a. *Vehicular use areas.*

1. For vehicular use areas greater than 6,000 square feet, an area equivalent to a minimum of five percent of the total vehicular use area shall be landscaped. The required landscape area shall be located within the vehicular use area.
2. For vehicular use areas 6,000 square feet or less, a combination of trees and shrubs shall be planted in either the vehicular use area or within five feet of the perimeter or both to achieve the minimum landscape points as required by the underlying zone.
3. Tree spacing shall be such that no designated parking space is more than 50 feet from the trunk of a tree.
4. There shall be sufficient barriers to protect all landscaped areas from vehicular damage.
5. Wherever a parking area is located adjacent to the greenbelt boundary the parking area shall be separated from the boundary line by a landscaped area(s) of a width no less than eight feet measured perpendicular to the boundary. This area must contain an effective visual screen for a minimum of eighty percent of that parking area. This screen must be at least six feet in height, and may be achieved through the use of landscaped berms and/or plant materials. If plant materials are used to achieve this screen there will be one point assigned per linear foot of the screen, no individual plant points will be assigned for this screen.
6. The vehicular use area must terminate at least five feet from any exterior building wall. Exceptions may be made where it is necessary to cross the nonvehicular use area to

gain access to the building(s) and for drive up facilities such as banks and restaurants.

7. All trees in the interior of the vehicular use area shall be two inch caliper or greater measured six inches above grade at the time of planting.
  8. Areas less than 40 square feet in size or having an average dimension of less than three feet, shall not be included for purposes of calculating the required landscape area in the vehicular use area.
- b. *Maintenance.* The owner of the real estate contained in this zoning district shall be solely responsible for the maintenance of any and all landscaping. This maintenance shall include but not be limited to removal of litter, pruning, mowing of lawns, adequate watering for all growing plant life, weeding, and replacement, as necessary, in order to preserve the landscaping plan as approved by this section. A maintenance agreement and right to enter agreement shall be signed prior to a building permit and occupancy permit being issued.
  - c. *Street tree planting.* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the provision of trees, and planting shall comply with guidelines established by the Park and Grounds Maintenance of the Cedar Falls Park Division. If circumstances do not allow planting within the city parking area, street tree points shall be provided along the perimeter of the applicant's property.
  - d. *Residential development.* For one and two **familyunit** residential development in zoning districts other than residential zones, the residential requirements of this section shall apply.
  - e. *Point distribution.* A minimum of 65 percent of all required points shall be achieved through tree plantings. A minimum of ten percent of all required points shall be achieved through living landscape other than trees.
  - f. *Reduction of landscaped area.* A point score in excess of that required may be used to reduce the required landscaped area at a rate of one square foot per excess point up to a maximum reduction of 25 percent.
  - g. *Screening.* For any use that is oriented away from the Highway Corridor Greenbelt Boundary a screen shall be installed along the lot line adjacent to the boundary. There will be no individual tree points given for this screen. The screen will receive three points per linear foot if the trees are greater than six feet in height at the time of planting. The screen will receive one point per linear foot if the trees are greater than four feet in height at the time of planting. In no case shall the trees be less than four feet at the time of planting.
- (f) *Sign regulations; general prohibition:* No person, firm, or corporation shall develop, install, locate, or construct any sign within the HCG overlay district except as expressly authorized in this section. The provisions of this section shall apply in addition to any other zoning district in which land may be classified and that such lands may be used as permitted by such other districts. In the case of conflict the most restrictive provisions shall govern except as otherwise expressly provided in this section.
- (1) *Permitted signs.*
    - a. *On-premise signs.*
      1. In residential, "S-1" and "A-1" districts only those signs permitted in the underlying districts shall be allowed.
  - (2) *Commercial C-1.*
    - a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 square feet on each face and not to exceed 20 feet in overall height. If more than two faces are used the area of each side shall be reduced proportionately.

## Item G.2.o.

- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall sign exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part signs painted on awnings shall be considered as wall signs.

(3) *Commercial "C-2" and all other zoning classifications:*

- a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 feet in height with an area not to exceed the smaller of the following:
  - 1. Two square feet for each foot of street frontage.
  - 2. 250 square feet.

If more than two faces are used the area of each side shall be reduced proportionately. For multiple businesses under common ownership that share common parking, access, or structures they shall comply with this section as if a single business.

For multiple businesses under diverse ownership that share common parking, access, or structures they shall be allowed one freestanding sign per use if the following conditions are met:

- 1. The additional freestanding sign shall not be located closer than one hundred fifty feet to any other freestanding sign.
  - 2. The maximum combined area of all freestanding signs on the site shall not exceed the allowed area for a single freestanding sign in that zone.
  - 3. A sign plan showing square footage or proposed signs for each parcel be submitted for the entire site prior to sign permit approval.
- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall signs exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part, signs painted on awnings shall be considered as wall signs.
  - c. *Direction signs.* Each use shall also be allowed directional signs as necessary to facilitate the orderly flow of traffic with a maximum area of six square feet each. A logo is permitted on the directional signs, but shall not exceed ten percent of the total sign area. These signs are for directional, not advertising purposes. The square footage of directional signs shall not be included in the calculation of the allowable square footage of other signage.
  - d. *Menu signs.* For drive-up menu signs for ordering, only one single sided menu sign shall be allowed with no advertisement on the back of the sign permitted. This sign shall have a maximum area of 32 square feet. The square footage of menu signs shall not be included in the calculation of the allowable square footage of other signage.
  - e. *Roof signs.* Roof signs shall be allowed in place of the wall sign only when both of the following conditions are met:
    - 1. Insufficient area for a wall sign;
    - 2. The building has a pitched roof and the roof sign does not project higher than the peak of the roof.
  - f. *Off-premise signs.* Off-premise signs shall not be allowed in the overlay district.

- (4) *Additional sign regulations.* Freestanding signs shall be allowed in the front yard or the yard furthest from the HCG boundary. Freestanding signs as set forth in this ordinance shall be allowed in the yard closest to the HCG boundary only when they conform as listed:

- a. The signs shall have a maximum height of 25' above the surface of the highway or a maximum height of 40' above the grade on which they are mounted, whichever is less.
- b. Each sign shall have a pole covering in proportion to its size. The covering shall be at least 50 percent of the sign cabinet face width. The construction material of the covering shall be compatible with the construction material of the building.
- c. When a business ceases operation the on-premise signage shall be removed by the owner according to the following schedule:

Sign or sign cabinet — within 180 days

Supporting structure — within 1 year

When off-premise advertising is bare or in disrepair for a period of 90 days it shall be removed. If it is bare or in disrepair for a period of one year the structure shall be removed.

- (5) *Prohibited signs.* The following signs are not considered appropriate within the HCG overlay district and shall not be permitted:
  - a. Portable signs.
  - b. Signs painted directly on buildings.
  - c. Signs painted on bus benches.
  - d. Billboard signs.
    - 1. Billboard signs in existence within the district at the time of enactment of this section shall be permitted to remain as legal nonconforming uses in the underlying zoning district. Existing billboards may be maintained and repaired but not enlarged in area or in height nor reconstructed or replaced. Furthermore, if said existing billboard is damaged to an extent more than 50 percent of its fair market value it shall not be repaired, reconstructed, or replaced.

(Ord. No. 2000, § 1, 1-11-93; Ord. No. 2066, § 1, 9-12-94; Ord. No. 2139, § 1, 5-31-96)

Sec. 29-160. - CHN, College Hill Neighborhood overlay zoning district.

### *General Regulations*

- (a) *Boundaries.* The College Hill Neighborhood zoning district (CHN District) boundaries are shown in the College Hill Neighborhood Master Plan and legally described in Attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (b) *Purpose and intent:* The purpose of the College Hill Neighborhood overlay zoning district is to regulate development and land uses within the College Hill Neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.

The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.

- (c) *Definitions.*

## Item G.2.o.

- (1) *Bedroom*: A room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.
- ~~(2) *Boardinghouse*: A building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.~~
- (32) *Change in use*: Change in use shall include residential uses changed from single-familyunit to two-familyunit or two-familyunit to multi-familyunit or to any increase in residential intensity within a structure (i.e. change from duplex to fraternity house). The term shall also apply to changes in use classifications (i.e. residential to commercial).
- ~~(4) *Dwelling, multiple, also multi-family*: Means a residence designated or occupied by three or more families with separate housekeeping and cooking facilities for each; also three or more dwelling units.~~
- ~~(5) *Dwelling unit*: A room or group of rooms which is arranged, designed or used for human living quarters for the occupancy of one family, containing bathroom and kitchen facilities.~~
- ~~(6) *Family*: Means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain more than four persons.~~
- (37) *Fraternity/sorority*: Residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one familyunit.
- (48) *Greenway*: Open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.
- (59) *Landscaped area*: An area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.
- (640) *Lot split, property transfer*: Not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property." [ ])
- (744) *Neighborhood character*: The College Hill Neighborhood area is one of Cedar Falls' oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-familyunit residential neighborhood surrounding the campus area has been transformed into a mixture of single-familyunit, duplex and multiple familyunit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e. R-2, R-3, R-4, Residential and C-3, commercial districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this ordinance to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:



- a. Overall bulk/size of the building;
- b. Overall height of the building;
- c. Number of proposed dwelling units in comparison to surrounding properties;
- d. Lot density (lot area divided by number of dwelling units);
- e. Off-street parking provision;
- f. Architectural compatibility with surrounding buildings.

(842) *Parking area:* That portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

(943) *Parking lot:* That area improved and designated or commonly used for the parking of three or more vehicles.

(1044) *Parking space, also parking stall:* An area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

(115) *Premises:* A lot, plot or parcel of land including all structures thereon.

(126) *Residential conversion:* The alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.

~~(17) *Rooming house:* An owner occupied or manager occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, bed and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.~~

~~(18) *Rooming unit:* Any habitable room or group of adjoining habitable rooms located within a dwelling and collectively form a single dwelling unit with facilities, which are used or intended to be used primarily for living and sleeping by a single family.~~

(193) *Structural alteration:* Any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.

(1420) *Substantial improvement:* Any new construction within the district or any renovation of an existing structure, including the following:

- a. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-familyunit residence shall be considered a substantial improvement. Bedroom additions to single-familyunit residences shall not be considered to be a substantial improvement.
- b. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
- c. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-familyunit residential structures without requiring additional on-site parking.

## Item G.2.o.

- d. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
- e. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
- f. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
- g. Any construction of a detached accessory structure measuring more than 300 sq. ft. in base floor area for a residential or commercial principal use.
- h. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
- i. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chain link fences, wooden or vinyl privacy fences shall be exempt from these provisions.
- j. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(d) *Administrative review.*

- (1) Applicability. The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill Neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
  - a. Any substantial improvement to any residential, commercial or institutional structure, including churches.
  - b. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
  - c. Any new building structure including single-family unit residences.
- (2) In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.
- (3) Submittal requirements. Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application

accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.

- a. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided.
- b. Building floor plans;
- c. Building materials;
- d. Dimensions of existing and proposed exterior building "footprint";
- e. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including but not limited to building height, roof design, number and location of doors and windows and other typical facade details;
- f. Property boundaries, existing and proposed building setbacks;
- g. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
- h. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
- i. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
- j. Trash dumpster/trash disposal areas;
- k. Storm water detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the City of Cedar Falls Planning and Zoning Commission and the City Council to determine if the submittal meets all ordinance requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

(e) *District requirements and criteria for review.*

(1) Minimum on-site parking requirements.

- a. *Single-familyunit residence*: Two parking stalls per residence.
- b. *Two-familyunit residence*: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
- c. *Multi-familyunit residence*: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- d. *Boardinghouse/rooming house*: Five stalls plus one stall for every guest room in excess of four guest rooms.

## Item G.2.o.

- e. *Fraternity/sorority*: Five parking stalls plus one stall for every two residents in excess of four residents.
- f. Where fractional spaces result, the number required shall be the next higher whole number.
- g. *Bicycle accommodations*: All new multi-familyunit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is 2 bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.

### (2) Parking lot standards:

- a. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 29-177 of the Zoning Ordinance. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate storm water absorption rates, subject to city engineering review and approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.
- b. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
  - 1. *Peripheral landscaping*. All parking lots containing three (3) or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.
  - 2. *Exceptions*:
    - (a) Peripheral landscaping shall not be required for single-familyunit or two-familyunit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three (3) or more parking stalls is established in the rear yard of a two-familyunit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.

- (b) Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple familyunit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
  - (c) Underground or under-building parking lots.
  - (d) Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
3. *Internal landscaping.* All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one over-story tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
  4. *Exceptions:* Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
  5. *Parking Garages or Parking Ramps:* All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.
  6. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
- c. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
  - d. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single familyunit or two familyunit residence. For all other uses, a single driveway no more than 18 feet in width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.
  - e. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the

## Item G.2.o.

parking/ driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.

- f. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased storm water run-off/possible storm water detention.

### (3) Storm water drainage:

- a. Storm water detention requirements as outlined in City Code Section 27-405 and in Section 29-87 of the Zoning Ordinance shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-familyunit residence; a two-familyunit residence; or a multi-familyunit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.
- b. Soil erosion control: At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.

### (4) Open space/landscaping requirements:

- a. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning ordinance. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on-site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
- b. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
- c. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single familyunit, two-unit or multi-familyunit residential structures in residential or commercial districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery,

subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to commercial uses or commercial structures established in the C-3, commercial district.

- d. Measured compliance: The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill Neighborhood overlay district with the exception of commercial uses in the C-3 commercial business district, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Over-Story Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points

<i>Under-Story Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points

<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points

## Item G.2.o.

<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

(5) Fences/retaining walls:

- a. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 29-86 of the Zoning Ordinance. Zoning/land use permits shall be required for fences erected within the district.
- b. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
- c. Retaining walls may be installed on property as a measure to control soil erosion or storm water drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.

(6) Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 sq. ft. in base floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 29-115 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 sq. ft. in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.

(7) No existing single-familyunit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.

(8) No duplex (two-familyunit) or multi-familyunit dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.



- (9) No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the "receiving" property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the "sending" property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
- (10) Site plan revisions/amendments: All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include but are not limited to changes in building location, building size, property size, parking arrangements, enlarged or modified parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.
- (11) Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
  - a. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right of way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes: (1) visual screening; and (2) containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (f) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-family unit residences that, in the judgment of the city planner, substantially alters the exterior appearance or character of permitted structures shall require review and approval by the Cedar Falls Planning and Zoning Commission and City Council.
  - (1) *Criteria for review:*
    - a. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
    - b. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
    - c. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
      - 1. Maintaining similar roof pitch.
      - 2. Maintaining similar building height, building scale and building proportion.
      - 3. Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.

## Item G.2.o.

- d. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
- e. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
- f. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
- g. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.

(2) *Building entrances for multi-familyunit residential dwellings.* Main entrances should be clearly demarcated by one of the following:

- a. Covered porch or canopy.
- b. Pilaster and pediment.
- c. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.

(3) *Building scale for multi-familyunit residential dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:

- a. Bays and projections should be at least 6 feet in width and at least 16 inches, but not more than 6 feet, in depth. Recesses should be at least 6 feet in width and have a depth of at least 16 inches.
- b. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns, the addition of balconies, variation in the building or parapet height or variation in architectural details such as decorative banding, reveals or stone accents.

(4) *Building scale for commercial buildings.* The width of the front façade of new commercial buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:

[Insert illustration/find commercial building examples]

- a. Each module should be no greater than 30 feet and no less than 10 feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings 3 or more stories in height the width module may be increased to 40 feet.
- b. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
- c. Each module should be distinguished from the adjacent module by at least one of the following means:
  - 1. Variation in material colors, types, textures
  - 2. Variation in the building and/or parapet height
  - 3. Variation in the architectural details such as decorative banding, reveals, stones or tile accent

4. Variation in window pattern
5. Variation in the use of balconies and recesses.

(5) *Balconies and exterior walkways, corridors and lifts serving multi-familyunit residences.*

- a. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
  1. Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
  2. Unpainted wooden materials are expressly prohibited.
  3. Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
  4. The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
  5. Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.
  6. Exterior corridors may not be located on a street-facing wall of the building.
- b. Exterior fire egress stairways serving second floor or higher floors of multi-familyunit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.

(6) *Building materials for multi-familyunit residential dwellings.*

- a. For multiple familyunit dwellings, at least 30% of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
  1. Window and door trim that is not less than 3 inches wide.
  2. Corner boards that are not less than 3 inches wide unless wood clapboards are used and mitered at the corners.
  3. Frieze boards not less than 5 inches wide, located below the eaves.

## Item G.2.o.

- b. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
  - c. In those cases where the developer of the property chooses not to utilize at least 30% masonry finish as specified above, the developer shall be required to incorporate building scale specifications outlined in subsection (f)(3) of this section, pertaining to articulation of bays, projections and recesses.
  - d. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
  - e. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.
  - f. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least 3 additional feet.
  - g. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (g) *Commercial district.* The College Hill Neighborhood commercial district is defined by the boundaries of the C-3, commercial zoning district. The district is made up primarily of commercial uses as the principal uses on individual properties. However, some properties are occupied or may be occupied in the future by residential uses that serve as the principal permitted use on individual properties. Residential uses established on individual properties as the principal use are to be discouraged due to the limited area available for commercial uses. In some cases residential uses may be contained within principal commercial uses and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.
- (1) Principal permitted residential uses are allowable within the district subject only to planning and zoning commission and city council review and approval. In general, principal permitted residential uses are to be discouraged from being established within the commercial district due to the limited area available for commercial establishments. In those cases where a residential use is permitted and said use serves as the principal use on an individual property, that residential use will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4, Residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any principal permitted residential use shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4, Residential district.
  - (2) Secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed. On-site parking will not be required for secondary, accessory residential uses. No accessory or secondary residential use may be established on the main floor or street level floor of any storefront or commercial shop front of a principal permitted commercial building structure within the C-3, commercial district. Planning and zoning commission and city council review relating to the establishment of secondary or accessory residential uses shall not be required unless the property owner proposes to utilize any portion of the ground floor area of a commercial use on a property for residential purposes.
  - (3) Conditional uses. The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- a. Printing or publishing facility;
  - b. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
  - c. Home supply business.
- (4) Prohibited uses. In all cases the following uses will not be allowed within the C-3, commercial district either as permitted or conditional uses:
- a. Lumber yards;
  - b. Used or new auto sales lots and displays;
  - c. Auto body shop;
  - d. Storage warehouse or business;
  - e. Mini-storage warehouse;
  - f. Sheet metal shop;
  - g. Outdoor storage yard;
  - h. Billboard signs.
- (5) Signage. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a free-standing pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of the Cedar Falls Zoning Ordinance, with the exception that excessively tall free-standing signs (i.e., 30 feet or more in height) shall not be allowed.

Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

(Ord. No. 2797, § 1, 9-23-13)

**Editor's note**— Ord. No. 2797, § 1, adopted Sept. 23, 2013, repealed § 29-160, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, § 29-160 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-161. - MPC, Major thoroughfare planned commercial district.

- (a) *Purpose and intent*: The major thoroughfare planned commercial zoning district is intended to provide for the orderly growth and development of land immediately adjacent to University Avenue and other transportation corridors and in similarly situated portions of Cedar Falls. The district is intended to permit the development of a mixture of residential, institutional, professional office and commercial oriented land uses in a manner that will result in minimal negative impacts upon adjacent low density residential zoning districts or residential uses.

It is also intended that development within the district will conform to sound land use planning and building design principles as outlined herein. Specific planning objectives include:

- A. To establish uses that do not overburden or conflict with available public infrastructure including, but not limited to, sanitary sewer, storm sewer services, or traffic flow and access patterns.

## Item G.2.o.

- B. To establish effective and efficient pedestrian and traffic circulation patterns within the development site while also providing sufficient on-site parking areas.
  - C. To provide minimum standards for open space and landscaping areas within the development site in order to enhance the appearance of the community.
- (b) *Principal permitted uses:*
- (1) The following land uses may be allowed:
    - Multi-family unit residences not to exceed a density of ten units per acre.
    - Funeral homes.
    - Hotels/Motels in which retail shops may be operated for the convenience of the occupants of the building.
    - Any professional office or professional service activity.
    - Any local retail business or service establishment such as:
      - 1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
      - 2. Antique shop.
      - 3. Apparel shop.
      - 4. Bakery whose products are sold only at retail and only on the premises.
      - 5. Financial institution.
      - 6. Barbershop or beauty parlor.
      - 7. Bicycle shop, sales and repair.
      - 8. Bookstore.
      - 9. Candy shops, where products are sold only at retail and only on the premises.
      - 10. Clothes cleaning and laundry pickup station.
      - 11. Collection office of public utility.
      - 12. Dairy store, retail.
      - 13. Dance or music studio.
      - 14. Drapery shop.
      - 15. Drugstore.
      - 16. Florist and nursery shop, retail.
      - 17. Fruit and vegetable market.
      - 18. Furniture store.
      - 19. Gift shop.
      - 20. Delicatessen.
      - 21. Hardware store.
      - 22. Hobby shop.
      - 23. Household appliances, sales and repair.
      - 24. Jewelry shop.

25. Key shop.
26. Laundrette.
27. Locker plant for storage and retail sales only.
28. Music store.
29. Paint and wallpaper store.
30. Post office substation.
31. Photographic studio.
32. Radio and television sales and service.
33. Restaurant.
34. Shoe repair shop.
35. Sporting goods store.
36. Tailor shop.

(2) *Expressly prohibited uses:*

- auto repair shops or auto sales lots
- storage warehouse
- lumberyards
- taverns
- mobile home parks
- any light manufacturing, fabricating or assembly use
- gasoline station
- off premise billboard signs

- (c) *Land use approval guidelines:* Specifically permitted land uses may be limited in size upon site plan review by the planning and zoning commission and city council if it is determined that the proposed development will overburden local infrastructure services (i.e. sanitary sewer, storm sewer, utilities) or if the projected traffic demand will conflict or interfere with normal traffic flow patterns on adjacent roadways.
- (d) *Method of approval:* Submittal of a request to zone or rezone one or more parcels of land to the major thoroughfare planned commercial district (MPC) shall be accompanied by a detailed development site plan. In addition, site plans shall be accompanied with traffic demand analyses, detailed descriptions of storm water runoff control measures, and estimated sanitary sewer load estimates. Zoning approval shall coincide with development site plan approval by the planning and zoning commission and the city council.
- (e) *Site plan revisions:* If, in the judgment of the city planner, substantial or major changes are made to the site plan at the time of building permit application the site plan shall be resubmitted to the planning and zoning commission in the manner of the original application.

Major site plan changes shall include, but not be limited to, building location, building size, reduction in parking area, reduction in building setbacks, or reduction of open space or landscaped areas. Land use changes that require increased parking areas or that generate excessive traffic demand shall also be considered to be a major change.

- (f) *Minimum site development requirements:* Development within the MPC district shall be reviewed and approved by the planning and zoning commission and shall meet the following requirements:

(1) *Building setbacks:*

## Item G.2.o.

Front yard setback: 25 feet.

Side yard setback: 10 feet, unless the development abuts a residential zone or residential use at the time of development, in which case not less than 20 feet.

Rear yard setback: 20 feet unless the development abuts a residential zoning district or residential use in which case not less than 30 feet.

- (2) *Minimum lot width:* 150 feet, except in those situations where a single lot containing less than the minimum required lot width is located between parcels zoned for commercial purposes.
- (3) *Open space requirements:* The required yards (i.e. building setbacks) as specified herein shall be maintained as open landscaped areas and shall consist primarily of grass or other vegetative material. No portion of any building or parking area shall be permitted within the required yard area. Accessways or driveways will be permitted across the front yard area but shall not be permitted across the side yard or rear yard area.

In addition to the open landscaped space provided by the required yards, those parcels or development sites exceeding one acre in total area shall provide open landscaped areas on at least five percent of the site. The additional five percent area shall be calculated for that portion of the property or development site exclusive of the required yard areas.

- (4) *Landscaping requirement:* A minimum of .04 points per square foot of total lot area or total development site area must be achieved with planting of a combination of trees and shrubs. The measured compliance table outlines the point schedule.
- (5) *Street tree planting:* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the establishment of trees. Planting shall comply with guidelines established by the City of Cedar Falls Park Division.
- (6) *Measured compliance:* The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

### Overstory Trees:

4 inch caliper or greater ..... 100 points

3 inch caliper or greater ..... 90 points

2 inch caliper or greater ..... 80 points

### Understory Trees:

2 inch caliper or greater ..... 40 points

1½ inch caliper or greater ..... 30 points

1 inch caliper or greater ..... 20 points

### Shrubs:

5 gallon or greater ..... 10 points

2 gallon or greater ..... 5 points

### Conifers:

10 foot height or greater ..... 100 points

8 foot height or greater ..... 90 points



6 foot height or greater ..... 80 points

5 foot height or greater ..... 40 points

4 foot height or greater ..... 30 points

3 foot height or greater ..... 20 points

- (7) *Building design:* The architectural character, building materials and exterior colors of all proposed buildings shall be compatible with adjoining or nearby structures. The planning and zoning commission shall have the authority to review all building design components.
- (8) *Screening requirements:* Any permitted use established within the district shall provide an effective visual screen or barrier if the use or property abuts a residential zoning district or residential use property. The screen may consist of vegetative material, brick or wooden wall or fence materials or a dirt berm measuring, at the time of installation, at least eight feet in height. The screen shall be located at the property line.
- (9) *Parking requirements:* Any permitted use established within the UPC district shall meet on-site parking requirements as outlined in section 29-177 of the Zoning Ordinance.
- (10) *Building height:* Maximum of 30 feet as measured from finished grade to the peak of the roof. However, building height may be increased if building setbacks are increased proportionately.
- (11) *Signage:* Uses within the MPC district will be allowed, upon sign permit approval, to install on-site signs that do not exceed the following criteria:
  - a. Accessory wall signs not to exceed ten percent of the surface area of any single wall to which the signs are affixed.
  - b. Directional signs limited to one sign per curb cut and limited in size to six square feet in area and no taller than four feet in height.
  - c. Accessory freestanding signs as follows:
    - 1. Monument signs no taller than six feet in height nor larger than 40 square feet in area.
    - 2. Number of signs limited to one sign per separate principal permitted structure.
    - 3. No off-premise signs are permitted.
- (12) *Outdoor storage:* No outdoor merchandise displays or storage of materials in an unenclosed outdoor storage area will be permitted.
- (13) *Lighting:* Any lighting used to illustrate any sign, parking area, or any portion of the premises shall be situated in such a manner that the light is reflected from adjoining residential premises.

(Ord. No. 2037, § 1, 12-13-93)

Sec. 29-162. - PO-1, Professional Office District.

- (a) *Purpose and intent:* The purpose of the following provisions are to promote and facilitate the development of comprehensively planned campus-like office parks with high quality building design, careful site planning, and neighborhood compatibility which are harmoniously designed to complement surrounding areas.
- (b) *Definition and locational criteria:* The Professional Office District is established to promote low intensity business activity areas. Said district may be established within existing high density residential districts, in commercial districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for professional office uses.

## Item G.2.o.

- (c) *Minimum site plan:* In order to develop a comprehensively Planned Office District, a minimum site area of two acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Principal permitted uses* The following uses or similar uses are permitted:
- (1) Professional services, administrative offices.
  - (2) Medical offices and facilities.
  - (3) Educational, vocational facilities.
  - (4) Recreational clubs with indoor facilities.
  - (5) Limited retail commercial or food services primarily intended to serve the needs of business tenants, and employees within the identified office district.
  - (6) Telemarketing offices.
  - (7) Financial services.
  - (8) Television, radio studios, not to include attendant transmitting stations or towers exceeding the maximum height allowed within the district.
- (e) *Prohibited uses:* The following uses or similar uses are prohibited:
- (1) Commercial uses designed on a scale intended to serve the general community. Examples would be grocery store, movie theatre, larger retail center, service station, furniture store, etc.
  - (2) Funeral homes.
  - (3) Residential uses.
  - (4) Group homes.
  - (5) Warehousing or shipping/transit facilities.
  - (6) Night clubs, taverns.
  - (7) Hotels, lodging facilities.
- (f) *Performance criteria:* The uses established within the district will not, in their normal operations, produce noise perceptible from the zoning district boundary line nor will the uses generate smoke, heat, glare or truck traffic. The businesses within the district will not establish outdoor storage or display areas.
- (g) *Maximum building height:* 48 feet or 4 stories, whichever is less.
- (h) *Submittal requirements:* Any person seeking approval of development within the district shall submit a detailed development site plan in conjunction with a request to establish the Professional Office District zoning on the property. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the city planning and zoning commission and city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways, sidewalks.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan.
- (6) Architectural renderings of all sides of each building.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(i) *Site development requirements.*

- (1) For comprehensively planned sites containing two acres or more a setback area of 20 feet shall be provided around the perimeter of the development site. Said setback area shall remain in open landscaped green space where no structures or parking areas shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) For interior streets or principal accessways within the interior of said development site, a 20-foot setback consisting of open landscaped green space area shall be provided adjacent to, and on both sides of, said interior public right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a ten-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) Structures established within said development site shall provide a minimum separation of 20 feet between other structures on the site.
- (4) Commercial establishments, including retail and personal services, may be integrated into the principal office park area as a minor component of the overall plan. Said uses shall be viewed as secondary and accessory to the office park development and shall not be established until at least 25 percent of the planned office development is completed.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten (10) percent of the total development site area of the district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten

## Item G.2.o.

percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: a minimum of .75 points per linear foot of street frontage shall be required.

- (6) **Parking areas:** In addition to the open space and landscaping requirements specified herein, tree plantings and other vegetative treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be encouraged around the perimeter of all parking areas.
- (7) **Measured compliance.** The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or	5 points

greater	
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Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (j) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *Proportion:* the relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
  - (2) *Roof shape, pitch, and direction:* the similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
  - (3) *Pattern:* alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
  - (4) *Materials and texture:* the similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
  - (5) *Color:* the similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
  - (6) *Architectural features:* architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings

## Item G.2.o.

be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

- (k) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area ten percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.  
No wall sign shall extend above the top of the wall face to which it is attached.
  - (2) *Freestanding signs*:
    - a. One main entrance sign may be located adjacent to the adjoining thoroughfare. Said sign shall be limited in overall height to 15 feet with a maximum sign area of 150 square feet.
    - b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 50 feet between said signs.
      1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
      2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.  
Particular uses may advertise on one but not on both types of interior freestanding side.
    - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
    - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
  - (3) Signs not permitted:
    - a. Billboard signs.
    - b. Roof signs.
    - c. Signs as limited within section 29-199.
  - (l) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
  - (m) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 1, 10-9-95; Ord. No. 2879, § 1, 9-19-16)

Sec. 29-163. - BR, Business/Research Park District.

- (a) *Purpose and intent:* The purpose of the Business/Research Park District is to provide for the establishment of planned business office and research facility parks. It is the goal of these regulations to encourage the establishment of employment and business centers that promote large scale high technology and other clean, light industries, research facilities and office centers that meet high aesthetic standards.
- (b) *Locational criteria:* The Business/Research Park District may be established in existing light industrial zoning districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Business/Research Park.
- (c) *Principle permitted uses:* The following uses or similar uses are permitted:
  - (1) Research offices, laboratories and testing facilities provided that such facilities are entirely enclosed.
  - (2) Corporate headquarters, regional headquarters, administrative offices.
  - (3) Local service or professional service offices such as real estate, insurance, lawyers, doctors office, financial institution.
- (c-1) *Conditional uses:* The following uses are permitted within the business/research park district subject to the review and approval of the planning and zoning commission and the city council. Said review is intended to determine the compatibility of said users with principal permitted users within the BR district:
  - (1) Light manufacturing where the manufacturing activity occurs entirely within the principal structure with no outdoor storage areas established and when said use is compatible with other uses within the district.
  - (2) Limited commercial/retail uses intended to serve the needs of the business tenants/employees only. Such permitted uses would include: restaurant, health club, convenience store, retail bakery shop, gift shop, post office substation, shoe repair, photographic studio, clothes, cleaning, barbershop, hair stylist.
- (d) *Uses not permitted:*
  - (1) Any residential use.
  - (2) Warehouses including mini-storage warehouses.
  - (3) Any uses with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of inappropriate use would include: wholesaling/warehousing, motor freight terminal, auto or truck storage or repair, machine shops, cabinet shop, animal hospitals, junk/iron storage, concrete mixing, sawmill, auto assembly, manufacture of pottery.
  - (4) Transmitting stations/communication towers in excess of the district height limitations.
  - (5) Hotels and motels.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land within the Business/Research Park District shall submit a development site plan to the planning and zoning commission and the city council following approval of Business/Research Park District zoning. Development may occur on individually platted lots or a joint development may occur on common lands.

Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

## Item G.2.o.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(f) *Site development standards:*

- (1) The following minimum building and parking lot setbacks shall apply to every building site in the district:

Front yard:	30 feet
Side yard:	10% of lot width (20 feet maximum)
Rear yard:	20 feet

No portion of a principal building, accessory structure or parking lot shall extend into said required setback areas.

- (2) *Landscaping/open space requirements:* The minimum required landscape area shall be 20 percent of the total development site area as specified herein.



It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area, exclusive of required setback areas, shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

*Street tree planting:* A minimum of .75 points per linear foot of street frontage shall be required.

*Parking areas:* In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or 2500 square feet of hard surfaced parking space area. Said landscape trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

*Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	

## Item G.2.o.

5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (g) *Design Review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
  - (2) *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
  - (3) *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
  - (4) *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

- (5) *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
  - (6) *Architectural features*: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (h) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.  
  
No wall sign shall extend above the top of the wall face to which it is attached.
  - (2) Freestanding signs may include the following:
    - a. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
    - b. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.  
  
Individual uses may advertise on one but not on both types of interior freestanding sign.
    - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
    - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
  - (3) Signs not permitted:
    - a. Billboard signs.
    - b. Roof signs.
    - c. Signs as limited within section 29-199.
- (i) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (j) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 2, 10-9-95; Ord. No. 2158, §§ 1—4, 9-9-96)

Sec. 29-164. - MU, Mixed Use Residential District.

## Item G.2.o.

- (a) *Purpose and intent.* The Mixed Use Residential District is established for the purpose of accommodating integrated residential and neighborhood commercial land uses on larger parcels of land for the purpose of creating viable, self-supporting neighborhood districts.

The Mixed Use Residential District strives to encourage innovative development that incorporates high-quality building design, careful site planning, preservation of unique environmental features with an emphasis upon the creation of open spaces and amenities that enhance the quality of life of residents.

- (b) *Locational criteria:* Mixed Use Residential Districts may be established in high density residential, commercial zoning districts and in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Mixed Use Residential uses.

- (c) *Permitted uses:* The following uses are permitted:

- (1) Detached single-familyunit residences including manufactured housing.
- (2) Multiple familyunit dwellings.
- (3) Group homes.
- (4) Senior citizen centers/retirement communities.
- (5) Boardinghouses.
- (6) Religious institutions.
- (7) Educational facilities.
- (8) Professional offices/professional services.
- (9) Social clubs.
- (10) Recreational facilities (indoor and outdoor).
- (11) Day care facilities.
- (12) Hotels/motels.
- (13) Commercial uses including retail businesses and personal services establishments shall be permitted as limited herein:

Any use generally characterized as "neighborhood commercial" or commercial uses intended to serve surrounding residential areas. Examples of appropriate uses would include: grocery, drug store, restaurant, retail shops, gasoline station, bookstore, theatre, household appliance store, etc.

It is intended that this district be developed with a mixture of uses. Therefore, in order to attain this end an approved district development site plan shall indicate a majority of developable land area dedicated to uses other than detached single-familyunit residential development. Furthermore, no portion of a designated detached single-familyunit development may begin construction until construction has begun in other areas (i.e. multi-familyunit, commercial) of the district.

### Prohibited Uses:

- (1) Billboards.
- (2) Transmitting stations/communication towers.
- (3) Warehousing, storage facilities.
- (4) Industrial uses.
- (5) Intensive commercial uses such as auto dealership, lumberyard, sheet metal, plumbing shops, recycling center, etc.

- (d) *Maximum building height:* Principal structures shall be limited to overall height of 35 feet or three stories, whichever is less. Accessory structures shall be limited to 18 feet in overall height.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Mixed Use Residential zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Residential densities.
- (12) Natural drainageways, floodplain areas.
- (13) Municipal utility locations.
- (14) Residential recreation or park areas.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

- (f) *Site development criteria:*
  - (1) In order to develop a comprehensively planned Mixed Use District a minimum site area of ten acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
  - (2) A minimum setback area consisting of open landscaped green space measuring 30 feet in width shall be established around the perimeter of the development site. No structures or parking areas shall be permitted within said setback area. All signage shall provide a 10-foot setback

## Item G.2.o.

from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and city council.

- (3) Additional setbacks shall be required within the district immediately adjacent to interior streets and principal accessways. Said minimum setbacks shall be 20 feet and shall consist of open landscape green space in which no structure or parking area shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (4) A minimum separation of 20 feet shall be maintained between principal structures established within the district. Accessory structures shall conform to the requirements as specified in section 29-115. No detached accessory structures shall be established in front yard areas.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten percent of the total development site area excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site. It is also the intent of this section that for larger residential developments common open space or park areas shall be established for the use and enjoyment of residents.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

*Street tree planting:* a minimum of .75 points per linear foot of street frontage shall be required.

*Parking areas:* In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or every 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

*Measured compliance.* The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (6) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building

## Item G.2.o.

materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion*: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
  - b. *Roof shape, pitch, and direction*: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
  - c. *Pattern*: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
  - d. *Materials and texture*: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
  - e. *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
  - f. *Architectural features*: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (g) *Signage*: Advertising or entrance signage shall be permitted for the various uses allowed within the district. Residential uses shall be permitted to establish signage in conformance with the general sign regulations for R-3 Residential Districts as specified in section 29-202.

Signage for commercial, professional office or institutional uses shall be allowed with the following limitations:

- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.  
No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs may include the following:
  - a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
  - b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
    1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
    2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.



Particular uses may advertise on one but not on both types of interior freestanding sign.

- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
  - d. Signs may be illuminated with interior or exterior lighting. However, no blinking flashing or chasing lights will be permitted. Digital message signs will be permitted.
- (3) Signs not permitted:
- a. Billboard signs.
  - b. Roof signs.
  - c. Signs as limited within section 29-199.
- (h) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (i) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use or proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 3, 10-9-95; Ord. No. 2879, § 2, 9-19-16)

Sec. 29-165. - HWY-1, Highway Commercial District.

- (a) *Purpose and intent*: The purpose of the following provisions are to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.
- (b) *Definition and locational criteria*: A Highway Commercial District is a commercial project containing general service facilities on larger tracts of land intended to serve the traveling public or for the establishment of regional commercial service centers. Said districts can be established adjacent to state or interstate highway corridors at sites best suited to serve the traveling public.
- (c) *Minimum site plan*: A Highway Commercial Zoning District designation may be applied to tracts of land measuring at least two acres in area and in locations clearly intended to service an adjacent highway.
- (d) *Permitted uses*: Principal permitted uses are as follows:
  - (1) Regional shopping centers.
  - (2) Hotels, motels.
  - (3) Restaurants.
  - (4) Truck stop.

## Item G.2.o.

- (5) Motor vehicle sales and display.
  - (6) Mobile home/travel trailer sales and display.
  - (7) Service stations with auto repair as a secondary use.
  - (8) Any commercial or retail use intended to serve the traveling public or a regional customer base.
  - (9) Auto repair shops.
- (e) *Prohibited uses.* The following uses and similar uses will not be permitted within the district:
- (1) Residential uses.
  - (2) Manufacturing or fabricating facilities.
  - (3) Warehousing facilities.
  - (4) Billboards.
  - (5) Transmitting station/communication towers.
  - (6) Religious or educational institutions that serve primarily the local population.
  - (7) Auto body shops as a principal use.
  - (8) Any use with physical and operational characteristics or requirements that generate substantial noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of a regional commercial service district. Examples of uses that would be considered unacceptable would include: motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair.
  - (9) Junk yards or vehicle parts yards.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership, travel trailer or mobile home display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Highway Commercial District zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks.

- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 20-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

*Street tree planting:* A minimum of .75 points per linear foot of street frontage shall be required.

*Parking areas:* In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubby, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

*Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

## Item G.2.o.

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points

5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(4) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
- b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
- c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
- d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
- e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
- f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

(i) *Signage.* The following signs may be established within the District (HWY-1 Commercial):

- (1) Walls signs not to exceed in total area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case by case basis by the commission and city council. It is the intent of this subsection to limit the size, height and number of on premise signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. The following guidelines and/or limitations shall be followed when evaluating proposed on-site signage:

## Item G.2.o.

- a. The maximum allowable sign height of any single freestanding sign is 40 feet. No single use is permitted more than one 40-foot tall sign. The maximum allowable square footage for all freestanding signs combined is 250 square feet for each separately developed and platted parcel.
- b. It is recommended, though not required, that signs located in the yard area nearest the adjacent major roadway be limited to a maximum height of 25 feet above the surface of the roadway or 40 feet, whichever is less.

The commission and council may deviate from this recommended standard in consideration of the following circumstances: unusually large site; ten acres or more; unusual topographic circumstances that limit visibility of signage. In no case, however, shall signs be taller than 40 feet be permitted.

- c. It is the intent of this subsection that signage permits and allowances pertaining to height and area be consistent throughout the district so that all uses are treated equally.
- (3) Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
  - (4) Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing, or chasing lights will be permitted. Digital message signs will be permitted.
  - (5) Signs not permitted:
    - a. Billboard signs.
    - b. Roof signs.
    - c. Signs as limited with section 29-199.
- (j) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
  - (k) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 4, 10-9-95; Ord. No. 2231, § 1, 4-27-98; Ord. No. 2879, § 3, 9-19-16)

Sec. 29-166. - PC-2, Planned Commercial District.

- (a) *Purpose and intent*: The purpose of the following provisions are to promote and facilitate imaginative and comprehensively planned commercial developments which are harmoniously designed to complement the surrounding community.

It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

- (b) *Definition and locational criteria:* A Planned Community Commercial District is a predominantly commercial project containing retail and general services facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan. Said district can be established within any existing commercial zoning district or in undeveloped areas of the city that are indicated on the city land use plan as appropriate for community commercial uses.
- (c) *Minimum site plan:* A Planned Community Commercial District may be applied to tracts measuring at least ten acres in area. Smaller tracts may be applied for if the site is amenable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Permitted uses:* Principal permitted uses are as follows:
  - (1) Any use permitted within Commercial Zoning Districts unless herein limited.
  - (2) Multi-**familyunit** residential uses shall be permitted subject to site plan review. No more than 20 percent of the district may be devoted to residential uses; however, a greater percentage may be allowed if the residential development is clearly intended to serve as a buffer between the commercial development and adjacent residential neighborhoods.
  - (3) Professional offices.
  - (4) Hotels, lodging facilities.
- (e) *Prohibited uses:* The following uses and similar uses will not be permitted within the district:
  - (1) Any use with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of uses that would be considered to be unacceptable would include: wholesaling/warehousing motor freight terminal, auto or truck repair shops, machine shops, cabinet shop, animal hospital, monument sales, recycling center, small engine repair shop, funeral parlor, mobile home sales.
  - (2) Billboards.
  - (3) Single-**familyunit** and two **familyunit** residences.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Planned Community Commercial zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.

## Item G.2.o.

- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.
- (13) Residential densities.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 30-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and the city council.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

*Street tree planting:* A minimum of .75 points per linear foot of street frontage shall be required.

*Parking areas:* In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking



areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

*Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
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## Item G.2.o.

10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (4) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
  - Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
  - Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
  - Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
  - Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
  - Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (5) *Residential component.* If the development plan contains a residential/multi-family unit component, at least 30 percent of the area devoted to said uses shall be open landscape area with the intention to reserve said area for common residential uses. Said residential structures shall be provided at least a 20-foot separation from other residential structures and at least 100-foot separation from any commercial building, accessory structure or parking lot serving the

commercial facility. Furthermore, a solid screen measuring at least eight feet in height and consisting of a combination of landscape materials and fence or wall material shall be established between the commercial area and the residential area.

- (i) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
- No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs may include the following:
- a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
- b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 32 square feet.
2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
- Particular uses may advertise on one but not on both types of interior freestanding sign.
- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
- d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
- (3) Signs not permitted:
- a. Billboard signs.
- b. Roof signs.
- c. Signs as limited within section 29-199.
- (j) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (k) *Change in use/reconstruction*. No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

## Item G.2.o.

(Ord. No. 2117, § 5, 10-9-95; Ord. No. 2879, § 4, 9-19-16)

Sec. 29-167. - HWY-20, Highway 20 commercial corridor overlay zoning district.

- (a) *Purpose and intent.* The Highway 20 commercial corridor overlay zoning district is intended to provide enhanced development guidelines for commercial uses established in the roadway corridor situated on property located a specified distance north of Ridgeway Avenue extending southward to Iowa Highway 20 and also extending from the east city limits to the westerly city limits. The Highway 20 commercial corridor overlay district regulations strive to encourage high quality commercial development at key "entry points" into the city that will incorporate adequate open green space areas, on-site landscaping, high quality building architectural design and adequate visual screening of outdoor storage or display areas. The Highway 20 commercial corridor overlay district regulations will be applied in addition to the underlying zoning district regulations.
- (b) *Boundaries.* The HWY-20, Highway 20 commercial corridor overlay zoning district boundaries are legally described in Attachment A to this ordinance (Said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Permitted uses.* The following uses or similar uses are permitted: Any commercial use permitted in the underlying zoning districts (generally anticipated to be either HWY-1 or PC-2 commercial districts). Permitted uses are as follows:
- (1) Regional shopping centers.
  - (2) Hotels, motels.
  - (3) Restaurants.
  - (4) Recreation vehicle/travel trailer sales, display and service; not to include manufactured housing or mobile home sales and displays.
  - (5) Vehicular service/auto repair centers.
  - (6) Any commercial or retail use intended to serve the traveling public or a regional commercial customer base unless herein limited.
  - (7) Any commercial use, including office uses, permitted in other commercial zoning districts unless herein limited.
- (d) *Prohibited uses.* The following uses or similar uses are prohibited:
- (1) Residential uses.
  - (2) Manufacturing or fabricating facilities.
  - (3) Billboards.
  - (4) Transmitting station/communication towers.
  - (5) Warehousing facilities including mini-storage warehouses.
  - (6) Religious or educational institutions.
  - (7) Junk yards/vehicle parts yards.
  - (8) Manufactured housing/mobile home sales and display areas.
  - (9) Agricultural implement, equipment or tractor sales and display lots.
  - (10) Landscaping sales/materials storage lot as a principal permitted use. However, landscaping sales/materials lots may be established in conjunction with and accessory to a permitted commercial retail use.
  - (11) Any use with physical or operational characteristics that generate substantial noise, odor, dust, glare, heat or vibrations or of a character not compatible with the high aesthetic standards of a

regional commercial service district. Examples of uses that would be considered unacceptable would include motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair, recycling center, auto body shop.

- (e) *Conditional uses.* The following uses may be permitted within the Highway 20 commercial corridor overlay district subject to approval by the planning and zoning commission and the city council. Factors to be evaluated in consideration of allowance of the following uses will involve proposed site location relative to key entry points into the city (i.e. in the vicinity of the Hudson Road and Highway 58 intersections with Ridgeway Avenue). It is recommended that the following uses be located on properties at least 300 feet from the Hudson Road and Highway 58 right-of-way lines.
- (1) Truck stop.
  - (2) Automobile/truck sales and display.
  - (3) Service stations with auto repair as a secondary use.
  - (4) Religious facilities may be permitted if incorporated into a principal permitted commercial use where said religious component comprises less than 20 percent of the gross floor area of the permitted commercial building. Said religious uses incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
  - (5) Limited fabricating or manufacturing of products may occur on a limited basis within a principal permitted commercial building where said fabricating activity comprises less than ten percent of the gross floor area of the permitted commercial building. Said limited fabricating or manufacturing activities that are incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
- (f) *Minimum building standards.* All allowable uses, including permitted and conditional uses specified herein, with the exception of restaurants, must establish minimum size building structures on the property/development site at the time of building construction following initial development site plan approval. The minimum size principal building structure, as measured in gross floor area, including all principal permitted structures, but excluding accessory structures, shall be at least 5,000 sq. ft. gross floor area for the first acre of the proposed development site (or 11.47 percent of the first acre) and 3,500 sq. ft. gross floor area (eight percent of each acre) for each additional acre over one acre in area. For those development sites less than one acre in area at the time of initial development site plan review at least ten percent of the development site shall be utilized in gross floor building area excluding accessory structures.
- (g) *Development site plan submittals.*
- (1) Prior to development or in conjunction with rezoning of any parcel of land within the Highway 20 commercial corridor overlay district a detailed development site plan must be submitted for review and approval by the planning and zoning commission and the city council. Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture and building architectural design. It is the intent of this section to encourage the highest standards of development at key entry points and along major roadway corridors of the city.
  - (2) The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health/safety and general welfare. All development plans must satisfy the minimum requirements specified herein. In addition, the planning and zoning commission and city council will have discretion in recommending revisions to submitted plans for those elements other than those specifically required herein.

## Item G.2.o.

- (3) The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following information:
    - (a) Building locations and size of buildings.
    - (b) Streets, drives, access ways.
    - (c) Parking lots with parking stall/driveway dimensions.
    - (d) Landscape plan, open space plan, professionally prepared.
    - (e) Pedestrian traffic/access plan, including sidewalks.
    - (f) Color architectural renderings of each building facade, including accessory structures.
    - (g) Signage plan.
    - (h) List of expected uses within the development.
    - (i) Storm water detention and erosion control plans.
    - (j) Topographic features of the site including soils information.
    - (k) Existing vegetation with indication of which on-site trees are to be removed or preserved.
    - (l) Natural drainage ways, floodplain.
    - (m) Municipal utility locations.
  - (4) The development plan must be accompanied by a developmental procedures agreement that describes the proposed use, timing and phasing of the project and outline other development details as necessary, such as platting details or schedule, signage plans, conformance with landscaping, building design standards, establishment of outdoor storage areas, if permitted, etc.
- (h) *Site development requirements.*
- (1) Setbacks: A 20-foot setback consisting of permeable open green space/landscape material shall be established around the perimeter of the zoning district where the development site is located. If multiple lots or development sites are established within the established zoning district a 20-foot setback must be established adjacent to street right of ways or principal access ways. Zero setbacks are permitted between abutting development sites within the established zoning district. No structure, sign or parking areas will be allowed in the minimum required setback area. Sidewalks/trails and driveways/access points can cross the minimum required setback area subject to site plan review and approval. Said driveways/access points or sidewalks must be oriented generally perpendicular to the required setback area to the end that a minimum amount of open green space area within the required setback is encumbered with hard surface material.
  - (2) Landscaping/open space requirements: The minimum required open space/landscape area shall be 15 percent of the total development site. It is the intent of this section that on larger development sites open space and landscape areas are to be distributed throughout the development site rather than isolated in one or a few areas of the site. "Berming" features are encouraged as part of landscaping plans for the purpose of providing effective visual screens for large paved areas or storage areas. Berm features cannot substitute for minimum required landscaping points as specified herein.
  - (3) The landscaped area shall be planted with a combination of trees, shrubbery and similar vegetation to achieve a minimum of 0.02 landscaping points per square foot of total lot area.
  - (4) In conjunction with development site plan submittal existing vegetation and trees on the site must be identified. No existing trees on a development site at the time of site plan submittal may be removed without prior approval of a specific tree preservation plan by the planning and zoning commission and city council. The purpose of this provision is to protect natural attractiveness of sites in the vicinity of natural drainage ways or pedestrian paths/trails or in

other areas of the site. Existing on-site landscaping/trees may be calculated into the required on-site landscaping planting up to a total of 15 percent of the required on-site landscaping requirement. Existing vegetation that is clustered in one or more portions of the development site can be considered in a portion of the landscaping plan, up to a maximum of 15 percent of the requirement. However, existing landscaping that is situated outside of or beyond the primary development/building site cannot substitute entirely for appropriate landscaping immediately adjacent to proposed building/parking lot areas or other improved areas or in the required yard areas.

- (5) Street trees: In addition to the above requirement a minimum of 0.75 landscaping points per linear foot of public street frontage shall be required in tree plantings.
- (6) Parking areas: In addition to the open space and landscaping requirements specified herein, including street tree plantings, additional tree plantings and other landscape treatments shall be required within designated parking areas. It is the intent of this regulation to provide shade and visual relief in large parking areas. Landscaped islands within parking areas are encouraged. At least one tree must be established for every 15 parking stalls or 2,500 square feet of hard surface parking area. Shrubbery, landscape berms and trees must be established around the perimeter of all parking areas containing ten or more parking stalls. In certain circumstances parking lot landscape points may be counted towards the overall landscaping point requirement for the entire site subject to approval by the planning and zoning commission and the city council.
- (7) Outdoor display and sales areas: Where permitted, larger outdoor sales or display areas will not be required to landscape the interior of the display/sales area. However said sales or display area must be provided with an effective visual screen consisting of landscape plantings and/or berming around the perimeter of said area.
- (8) Measured compliance: The following landscaping point schedule and conditions apply to required landscaping as specified herein and shall be utilized in determining achieved points for required planting.

<i>Overstory Trees</i>	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

<i>Understory Trees</i>	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

## Item G.2.o.

<i>Shrubs</i>	
5 gallon or greater	10 points
2 gallon or greater	5 points

<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(i) *Signage.*

- (1) Wall signs are not to exceed in total area 20 percent of the surface area of the single wall face to which it is affixed. No more than two wall surfaces of any single structure may be utilized for wall sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached. Multiple signs may be placed on a single wall face; however, not to exceed the specified sign area limitation.
- (2) Roof signs are prohibited.
- (3) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case-by-case basis. It is the intent of this section to limit the size, height, and number of on-premise signs with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the District. All signage plans must be approved by the planning and zoning commission and the city council.
- (4) The maximum allowable height and size of any single free standing sign is 25 feet height, 200 sq. ft. in area. The maximum sign area may be achieved with the placement of multiple sign faces on the sign structure. No more than one 25 ft. tall sign will be allowed per parcel. Smaller monument signs, measuring no more than 15 feet in overall height and 150 sq. ft. in sign area



are also permitted, with a maximum of two such signs per parcel. Directional signage, limited to six ft. [in] height and eight sq. ft. in area may be allowed with a maximum of four directional signs allowed per parcel.

- (5) In addition, no banner signs or pennant/flag signs or other temporary signs, including balloon or inflatable signs shall be permitted with the following exception: no more than two banner signs may be affixed to two wall faces (one banner per wall face) of the principal permitted building for a period not to exceed 60 days per year. This restriction does not pertain to displays of the American flag or similar state and national flags. Said flag displays, however, must be kept outside of the minimum required setback area of the site.

(j) *Building design review.*

- (1) All structures proposed to be established within the district shall be subject to architectural review. The principal area of review is exterior building materials, roof line, size and location of windows and doors, colors of materials, roof-mounted appurtenances, architectural style, facade, signage and general compatibility with existing commercial structures on adjoining properties. Standards relating to architectural conformance or compatibility with nearby existing structures as outlined in the HWY-1, highway commercial zoning district must be observed.
- (2) All development site plans shall include submittal of professionally prepared architectural renderings/elevations of all sides of all proposed structures. Specific building materials and colors of said materials must be provided.
- (3) The predominant external building materials of all structures shall be of masonry/stone/brick or similar material. Concrete materials shall be minimal. Stucco materials and/or E.I.F.S. materials are also acceptable if complemented with masonry materials. Glass materials including large window and doorway areas are encouraged. The prime "public view" wall faces of the structure (at least two wall faces), comprising at least 90 percent of said wall areas, must be made up of at least one or more of these specified preferred building materials. Sheet metal or steel sheeting wall materials are to be discouraged unless this is a minor component of the wall surface area of no more than one wall face of the building. Interior metal, steel or concrete structural building components are permitted.
- (4) Metal roof systems are permitted provided that an appropriate color scheme complementing or accenting the rest of the structure coloration is maintained.
- (5) Roof mounted facilities or service appliances (i.e. heating/cooling/communication facilities) must be adequately screened or disguised from public view.
- (6) Pole buildings, whether of metal construction or other external material, or similar structures are prohibited.

(k) *Reconstruction/replacement of structures.*

- (1) All approved building sites and structures that are substantially altered, reconstructed or replaced are subject to site plan review and approval by the planning and zoning commission and the city council as specified herein. The term "substantial or major alteration or replacement" shall mean an expansion of an existing parking area of more than 25 percent of the originally approved area. Similar 25 percent or more expansions of other approved outdoor service, storage or display areas shall be considered "substantial." Said outdoor expansions, including parking areas, will not be allowed to reduce the minimum required on-site open green space area or landscaping requirement.
- (2) The term also relates to building renovations where a previously approved structure is being enlarged or repaired/reconstructed affecting at least 25 percent of the originally approved building area (either 25 percent or more expansion of the originally approved structure or repair/reconstruction of 25 percent or more of the original building). In addition, any roof repair or replacement that involves the use of new roofing material or a change in color of said roofing material will be considered a "substantial alteration" subject to review and approval. Any revisions to the exterior facade or wall face of any structure, regardless of percentage of wall

## Item G.2.o.

area, for example, changing the predominant color of the structure or replacing/changing originally approved building materials such as removing glassed areas, window areas, or replacing masonry materials with new and different materials are subject to review and approval by the planning and zoning commission and the city council.

(Ord. No. 2416, § 1, 2-24-03)

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent* . The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area and to encourage continued successful business development in the downtown Cedar Falls area, particularly in the Main Street Parkade retail and service business area extending from First Street to Sixth Street. However, the overlay district may be extended over other nearby downtown areas. The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use.
- (b) *Boundaries*. The CBD, commercial business district overlay zoning district boundaries are legally described on Attachment A to this ordinance (said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Definition*.

" *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. Routine repair or replacement of existing roof materials that do not materially change the appearance, shape or configuration of the existing roof will not be considered a "substantial improvement". Any new freestanding sign, projecting wall sign, or monumental sign, or an increase in size or height of any existing freestanding sign, projecting wall sign, or monumental sign, shall be considered a substantial improvement. Owner-occupied detached single family unit residences will not be subject to these regulations.

- (d) *Permitted uses*.
  - (1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.
  - (2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any store front or shop front located within the Main Street Parkade retail and service commercial area extending from First Street south to Sixth Street and also extending at least one-half block in depth on any side street perpendicular to said Main Street Parkade area. Residential uses are encouraged to be established in upper levels of downtown commercial facilities.
- (e) *Conditional uses*. Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage

areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or generate excessive amounts of truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- (1) Auto repair shop.
  - (2) Printing or publishing facility.
  - (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
  - (4) Plumbing and heating shop.
  - (5) Sign painting shop.
  - (6) Appliance repair shop.
  - (7) Home supply business.
- (f) *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:
- (1) Lumber yards.
  - (2) Used or new auto sales lots and displays.
  - (3) Auto body shop.
  - (4) Storage warehouse or business.
  - (5) Mini-storage warehouse.
  - (6) Sheet metal shop.
  - (7) Outdoor storage yard.
- (g) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (if any), and how the proposed improvement or development will complement existing nearby uses and building design elements. In the case of emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, site plan review will not be required, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages. Owner-occupied detached single-family unit dwellings will be exempt from this provision.

On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.

- (h) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount in this review will include consideration of building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:

## Item G.2.o.

- (1) *Proportion*: The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. The relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Large expanses of blank wall spaces at street level are to be discouraged.
  - (2) *Roof shape, pitch and direction*: The similarity or compatibility of the shape, pitch and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
  - (3) *Pattern*: Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.
  - (4) *Materials and texture*: The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
  - (5) *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
  - (6) *Architectural features*: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.
  - (7) *Exterior mural wall drawings, painted artwork, exterior painting*: These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single familyunit and two-familyunit residential structures within the district shall be exempt from this provision. Other multi-familyunit dwelling structures will be subject to this review.
- (i) *Signage* . Typical business signage shall be permitted without mandatory site plan review by the planning and zoning commission and city council, unless said review is mandated by ordinance requirements. All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance, except as provided for below:
- (1) Freestanding signs:
    - (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
    - (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.
  - (2) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.
- (j) *Removal or demolition of building structures*. Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with surrounding adjacent property natural grade levels. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper

germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.

(Ord. No. 2477, § 1, 5-10-04; Ord. No. 2853, §§ 1—3, 9-8-15)

Sec. 29-169. - P, public zoning district.

The P public zoning district is reserved exclusively for structures and uses of land owned by the federal government, the State of Iowa, Black Hawk County, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of developmental services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this chapter.

(Ord. No. 2545, § 1, 9-12-05)

Secs. 29-170—29-175. - Reserved.

**DIVISION 3. - OFFSTREET LOADING SPACE AND PARKING AREA REQUIREMENTS<sup>[3]</sup>**

Footnotes:

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**Cross reference**— Stopping, standing and parking of vehicles generally, § 26-251 et seq.

Sec. 29-176. - Offstreet loading spaces.

- (a) In any district, except the C-3 commercial district, in connection with every building or part thereof erected having a gross floor area of 10,000 square feet or more which is to be occupied by manufacturing, storage, warehouse, goods display, a retail store, a wholesale store, a market, a hotel, a hospital, a mortuary, a laundry, dry cleaning or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained, on the same lot with such building, at least one offstreet loading space, plus one additional such loading space for each 20,000 square feet or major fraction thereof of gross floor area so used in excess of 10,000 square feet.
- (b) Each loading space shall be not less than ten feet in width and 25 feet in length.
- (c) Such space may occupy all or any part of any required yard or court space or such space as specifically provided for in the district in which it is located.

(Code 1971, § 32-43)

Sec. 29-177. - Offstreet parking spaces.

## Item G.2.o.

(a) *Required, number.* In all districts, and in connection with every industrial, commercial, trade, institutional, recreational or dwelling use and similar uses, space for parking and storage of vehicles shall be provided on the same lot or property where said permitted use is established, except as follows:

- (1) For a principal permitted commercial use in the C-3 commercial district; and
- (2) For a residential use established as a permitted secondary, incidental or accessory use to a principal permitted commercial use in the C-3 commercial district, such as for a dwelling unit or units located on the second or higher floor of a building, the first or lower floor of which comprises the principal permitted commercial use, subject, however, to review and approval by the planning and zoning commission and city council. Such review and approval shall include consideration of whether the proposed residential use is indeed secondary, incidental or accessory to a principal permitted commercial use of the structure or property.

Review by the planning and zoning commission and city council shall include consideration of traffic patterns, both pedestrian and vehicular, adequacy of screening, compatibility with adjacent land uses and construction of fixtures in accordance with the aesthetics of the neighborhood and accepted civic design principles. All off-premise parking areas or parking lots shall be located within a reasonable distance from the principal use in question. During the course of review of off-premise parking areas or parking lots the commission may recommend and the city council may require any improvements or fixtures to the parking area or lot, including hard surfacing, landscaping, screening, lighting, stormwater detention, etc., that will help to assure compatibility with adjacent land uses.

In addition, space for parking and storage of vehicles shall be provided in accordance with the following schedule. If the offstreet parking requirement as specified herein is to be satisfied with open, surface parking or garage parking, or a combination of these options, parking must be made available for parking use by the occupants:

- (1) *Animal hospitals, kennels and animal grooming shops.* One parking space per doctor, plus one parking space for every two employees and one parking space for every 400 square feet of gross floor area excluding dog confinement areas.
- (2) *Automatic carwash.* Five stacking spaces for each washing bay, one stacking space for each vacuuming unit, plus one parking space for every two employees.
- (3) *Automobile, machinery or equipment sales.* One parking space for every 500 square feet of gross floor area, plus two parking spaces for each service stall and one parking space for every two employees.
- (4) *Banks, businesses and professional offices.* Not less than one parking space for every 300 square feet of gross floor area, but in no case less than five parking spaces. Each drive-up window shall provide three stacking spaces per teller.
- (5) *Barbershops and beauty parlors.* Two parking spaces per operator.
- (6) *Boardinghouse and rooming houses.* Not less than one parking space per guestroom and/or sleeping room.
- (7) *Bowling alleys.* Five parking spaces for each bowling lane.
- (8) *Church or temple.* One parking space for every eight lineal feet of pew seating or for every four potential occupants in the principal auditorium or, where no auditorium is provided, one parking space for every 80 square feet of gross floor area.
- (9) *Community center, museum or art gallery.* One parking space for every 200 square feet of gross floor area, or one parking space for every five potential occupants in the building, whichever is greater.
- (10) *Convenience store.* One space for every 100 square feet of retail floor space plus one space for every two employees. If fuel dispensing pumps or car wash is established in conjunction with said use the stacking space requirements for each use as specified in this article shall apply.

- (11) *Dance, assembly, skating rink or exhibition halls without fixed seats, including auction houses.* One parking space for every four potential occupants in the building as determined by the uniform building code for maximum occupancy load plus one space for every two employees with a minimum of five spaces for employee parking.
- (12) *Dwelling, single ~~familyunit~~, including mobile home units.* Two parking spaces per dwelling unit.
- (12A) *Dwelling, single ~~familyunit~~, renter-occupied, including renter-occupied mobile home units.* Two parking spaces per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
- (12B) *Dwelling, two ~~familyunit~~, including single ~~familyunit~~ bi-attached dwellings, multi-~~familyunit~~ dwellings including condominiums and apartments, but not including nursing homes, convalescent homes, elderly housing or housing for handicapped.* Two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- (13) *Fraternity house, sorority house or dormitories.* Not less than five parking spaces plus one stall for every two residents in excess of four residents.
- (14) *Fuel service station.* Two parking spaces for each service stall, plus three stacking spaces for each fuel dispensing pump.
- (15) *Funeral homes and mortuaries.* One parking space for every three potential occupants in the principal auditorium, or, where no auditorium is provided, one parking space for every 50 square feet of gross floor area or five parking spaces for each parlor, whichever is greater.
- (16) *Furniture, appliance, hardware and household equipment stores.* One parking space for every 750 square feet of gross floor area, plus one parking space for every two employees.
- (17) *Game rooms, poolhalls and billiard parlors.* One and one-half parking spaces for every 100 square feet of gross floor area for any establishment other than one with a liquor license or beer permit.
- (18) *Golf courses.* Four parking spaces per hole. All other commercial or recreational land uses established in conjunction with a golf course, not incidental to the sport of golf, shall be subject to the parking regulations regarding that use.
- (19) *Hospitals.* One parking space for every five beds, plus one parking space for every two employees and one parking space for every two staff doctors.
- (20) *Hotels, motels or lodginghouses.* Not less than one parking space for each guestroom, plus one parking space for every 200 square feet of commercial, assembly or meeting area, and one parking space for every 150 square feet of lounge, coffeeshop or restaurant gross floor area, plus one stall for every two employees.
- (21) *Housing for elderly or handicapped.* One and one-half parking spaces for every dwelling unit, plus one stall for every two employees.
- (22) *Junk yard.* Two parking spaces per acre, plus one space for every two employees.
- (23) *Libraries.* One parking space for every 250 square feet of gross floor area in public use, plus one parking space for every two employees.
- (24) *Manufacturing, research and industrial plants.* Four parking spaces for every 10,000 square feet of gross floor area, plus one parking space for every three employees.
- (25) *Medical or dental clinics.* Five parking spaces, plus one additional parking space for each 200 square feet of gross floor area over 1,000 square feet.
- (26) *Mini-centers, retail stores, shops, etc., under 2,000 square feet in gross floor area.* One parking space for every 200 square feet of gross floor area, but in no case less than five parking spaces.

## Item G.2.o.

- (27) *Miniwarehouse*. One parking space for every ten storage units, stalls or lockers equally distributed throughout the storage area, plus two parking spaces located at or near the project office for use by prospective customers. A minimum of 35 feet between warehouse buildings for driveway, parking and fire lane purposes is required. When storage units within warehouses do not front one another, a minimum 25-foot drive for driveway, parking and fire lane purposes is also required.
  - (28) *Nursing care, retirement or convalescent homes*. One parking space for every five beds, plus one parking space for every two nonresident employees and one parking space for every one resident staff.
  - (29) *Printing, plumbing shop, heating shop or other similar service establishments*. One parking space for every two employees therein, plus one parking space for each service vehicle. If retail trade is carried on in the establishment, one additional parking space shall be provided for every 200 square feet of retail floor area.
  - (30) *Restaurant, fast food, drive-in or carryout*. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. Where drive-up window facilities are proposed, five stacking spaces shall be provided per window.
  - (31) *Restaurant (standard eat in)*. One parking space for every 150 square feet of gross floor area, plus one parking space for every two employees, with a minimum of five parking spaces for employee parking.
  - (32) *School, college or high school*. Each separate building requires one parking space for every five potential occupants in the main auditorium or one parking space for every five students and one parking space for every staff member, whichever is greater.
  - (33) *School, daycare, preschool, elementary or junior high school*. One parking space for every ten potential occupants in the auditorium or main assembly room, or one parking space for each classroom, whichever is greater.
  - (34) *Seasonal camp or cabins*. One parking space for every cabin, sleeping unit, campsite lot or two beds, whichever is greater.
  - (35) *Shopping centers or retail stores, shops or supermarkets over 2,000 square feet in gross floor area*. Four and one-half parking stalls per 1,000 square feet of gross floor area.
  - (36) *Sports arena, stadium, gymnasium, theater or auditorium for other than schools*. One parking space for every four potential occupants plus one space for every two employees with a minimum of five spaces for employee parking.
  - (37) *Taverns, bars and nightclubs*. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking.
  - (38) *Telemarketing office*. Not less than one parking space for each 150 square feet of gross floor area, but in no case less than five spaces.
  - (39) *Tennis and racquetball courts*. Two parking spaces per court.
  - (40) *Union headquarters, private clubs or lodges*. One parking space for every five potential occupants of the building.
  - (41) *Wholesale establishments or warehouses*. One parking space for every two employees, but in no case less than one parking space for every 1,000 square feet of gross floor area.
- (b) *Rules for computation of required parking spaces*. In computing the number of parking spaces required, the following rules shall apply:
- (1) *Gross floor area*. Gross floor area shall mean the floor area of the specific use and its associated incidental uses within the exterior walls of a building or portion thereof, exclusive of



vent shafts, open air courts and any portion of a structure above or below ground used for offstreet parking, loading areas or mechanical equipment not incidental to the specific use such as furnaces, air conditioners, elevators, etc. In addition, other nonessential areas of the gross floor area may be deducted including storage areas, closets, bathrooms, etc. to a maximum of ten percent of the total gross floor area.

- (2) *Fractional number of spaces.* Where fractional spaces result, the parking spaces required shall be the next higher whole number.
  - (3) *Uses not specifically provided for.* Where the parking space requirement for a use is not specifically mentioned in this section, the required number of spaces shall be that of a similar use as determined by the city planner.
  - (4) *Joint or mixed uses.* In the case of mixed or joint uses, the parking spaces required shall equal the sum of the requirements for each use computed separately.
  - (5) *Determination of seating capacity.* When the unit of measurement determining the number of required parking spaces is based upon the seating capacity of a structure or use, each 24 inches of a pew, bleacher or bench or other seating shall count as one seat.
  - (6) *Determination of number of employees.* When the unit of measurement determining the number of required parking spaces is based on the number of employees, the maximum shift or employment period during which the greatest number of employees are present at the structure or use shall be used in the computation.
  - (7) *Unknown uses.* Where new buildings are proposed but the owner or developer does not wish to designate the type of use that will occupy the building, the most intensive use possible with relation to parking in the zoning district shall determine the parking requirements.
  - (8) *Potential occupants.* The maximum number of potential occupants shall be based upon the assumption that 15 square feet of gross floor area is required per occupant, as documented within the Life Safety Code for places of assembly.
  - (9) *Stacking space.* All stacking spaces shall be nine feet in width and 19 feet in length and shall not prohibit ingress or egress to any driveway, public street, access aisle or parking space at any time. Stacking spaces may include the vehicular space situated at the point of service.
  - (10) *Tandem parking.* Vehicles may be parked in tandem, or one directly behind the other, in conjunction with single-family unit, duplex and mobile home residences. Parking spaces inside carports or garages may be counted as part of the space requirement and may be used in tandem. Tandem stalls shall mean no more than two stalls arranged one in front of the other.
- (c) *Access.* Access to all parking areas and lots from streets, alleys and other adjacent areas shall be provided by an access drive not less than ten feet in width for single-family unit dwellings or one-directional traffic flow and not less than 18 feet in width in all other cases.
  - (d) *Applicability of section.* Whenever a building or use existing prior to September 26, 1983, is enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, the building or use in its entirety shall then and thereafter comply with all the requirements set forth in this section. All new buildings or uses constructed or established after September 26, 1983, shall comply with the requirements of this section prior to occupancy. A change in use shall mean any change where the new use established requires a greater number of on-site parking spaces than was required for the prior use. However, if the prior use did not provide minimum offstreet parking then parking spaces shall be provided as specified herein before the new use is established.
  - (e) *General development standards.* Every parcel of land used as a public or private parking area, parking space or parking lot, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
    - (1) With the exception of parking garages or structures and driveways serving residential uses, all parking lots containing three or more parking spaces shall provide minimum setbacks and landscaping as specified herein. Parking structures or ramps (above or below ground) located

## Item G.2.o.

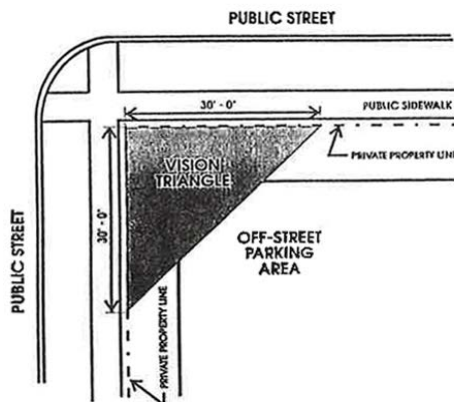
on a parcel as a principal permitted use shall meet the minimum building setback requirement of other principal permitted structures within the zoning district where located. When parking spaces are provided within accessory structures, the setbacks for accessory structures shall apply.

- (2) All parking lot setback areas, as specified herein, shall be an open, permeable area consisting of landscaping, natural vegetation ground cover or other type of natural ground cover. No vehicle parked in an adjacent parking space shall be permitted to encroach into any portion of said required setback area.
- (3) Parking lots shall be hard surfaced. Their design shall be based on the amount, type and weight (axle loads) of anticipated traffic, the quality of the surfacing to be used and the supporting strength and character of the subgrade, all applied to a parking lot layout as selected by the designer and approved by the city engineering division.
- (4) Any portion of property that is graded or improved in any fashion to accommodate vehicular parking or is intended or commonly used for vehicular parking shall meet parking lot design standards as specified herein. Any existing parking lot or parking area that does not meet existing standards as specified herein shall not be enlarged or expanded unless the entire parking lot area or parking area meets parking lot design standards as specified herein.
- (5) All accessways or driveways to parking areas or parking lots shall be hard surfaced. Unimproved driveways or accessways in existence at the time of enactment of this article shall be hard surfaced only in the event that the on-site parking lot is expanded, hard surfaced or otherwise upgraded.
- (6) All parking lots shall be arranged and marked in a manner which provide safe and orderly loading, unloading, maneuvering, parking and storage of self-propelled vehicles. Parking spaces shall be provided in accordance with the following minimum requirements:
  - a. Parking spaces shall not be less than nine feet in width and 19 feet in length for all nonresidential uses including hotels and other temporary lodging facilities. All residential uses, including multiple-familyunit residences, shall provide parking stalls measuring not less than eight feet in width and 18 feet in length. Compact car spaces shall not be less than eight feet wide and 16 feet in length. Fifteen percent of the parking space requirement may consist of compact car parking spaces in lots which have more than ten stalls. All compact car spaces shall be clearly identified by signs. Where fractional spaces result, the number of permitted compact car spaces shall be rounded to the next higher number.
  - b. Handicapped parking shall be provided in accordance with the requirements of the state. Iowa Code—Chapter 321L.
  - c. Buildings and facilities required to provide handicapped parking spaces shall set aside at least one such space. Each space shall be clearly designated as a handicapped parking space by the display of the international symbol of accessibility both in front and within the stall. Parking spaces for handicapped persons and accessible loading zones that serve a particular building shall be located on the shortest accessible route to an entrance to the building. Federal ADA requirements, if more restrictive, shall apply.
  - d. The property owner shall be responsible for the continued maintenance of the parking lot, including fences, landscaping, all signs, surface material, surface markings and other forms of traffic control.
  - e. Maneuvering space required to permit safe and convenient parking of motor vehicles shall be provided in accordance with the minimum requirements of Table 1 for a nine-foot by 19-foot stall.

### Table 1

Parking Angle	Stall Width	Stall Length (Including 2'0" overhang if applicable) 19-Foot Long	Aisle Width	Curb Length per Car
0 degrees	9'0"	19.0	12.0	23.0
30 degrees	9'0"	17.3	11.0	18.0
45 degrees	9'0"	19.8	13.0	12.7
60 degrees	9'0"	21.0	18.0	10.4
90 degrees	9'0"	19.0	24.0	9.0

- (7) When an accessway or driveway intersects a public right-of-way or when a parking lot, area or space abuts any public right-of-way, screening or landscaping shall not exceed three feet in height above the driveway surface and no structure, sign or vehicle shall be allowed in the triangular area formed by:
- a. The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection and the third side being a line connecting the ends of the other two lines (see Figure 2).

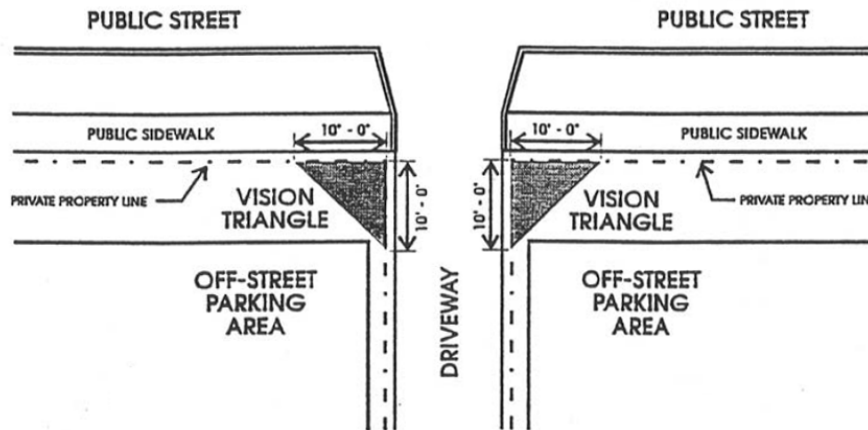


**Figure 2 — 30 Foot Vision Triangle**

- b. The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way, with two sides of each triangle being formed by lines

## Item G.2.o.

a distance of ten feet in length from the point of intersection and with the third side being a line connecting the ends of the ten-foot sides (see Figure 3).



**Figure 3 — 10 Foot Vision Triangle**

- (8) All parking spaces shall be designed to prohibit any vehicle from backing into a public right-of-way to obtain ingress or egress, except when the space is used in conjunction with a single-family unit or duplex dwelling unit.
  - (9) Any lighting used to illuminate any offstreet parking area, including any commercial parking lot, shall be provided on private property and shall reflect the light away from adjoining residential premises or from any R district.
  - (10) Accessways or driveways shall be situated no closer than three feet from any private property line.
  - (11) Curbing. With the exception of driveways or garages that meet the parking requirements for residential uses, all newly constructed parking lots containing ten or more parking spaces shall provide continuous concrete curbing measuring at least six inches in height around the entire perimeter of said parking lot except at points of ingress, egress and drainage locations. Said continuous curbing shall be established at that portion of the parking space to serve as a wheel block or barrier in order to prevent the vehicle from overhanging into the required setback area. Vehicular overhang as measured from the front tires shall be considered to be two feet.  
  
Continuous curbing can be substituted with individual wheel blocks or wheel barriers only in the following situations:
    - a. A parking lot is designed to contain fewer than ten parking stalls.
    - b. A parking lot containing ten or more parking stalls provides a setback area on all sides at least double the minimum required setback.
  - (12) Prior to the installation, enlargement, resurfacing or other improvement of any parking lot a plan shall be submitted for review and approved by the city engineering division and the Cedar Falls Utilities.
- (f) *Standards for lots in C or M districts:*
- (1) In any C, commercial or M, industrial zoning district abutting an R residence district, offstreet parking lots will be permitted in accordance with the following requirements: A six-foot high screen consisting of a fence, wall or plant material of mature height shall be installed and continually maintained when a parking lot or area abuts an R, residential zoning district, except in any required front yard or along any street or alley, where the screen shall be no more than

four feet in height. All screening shall comply with the landscaping provisions found in this article.

- (2) All parking lots in C or M zoning districts containing three or more parking spaces shall be hard surfaced, shall meet stormwater detention requirements, shall provide a continuous curb (six inches or more) around the perimeter of the parking lot, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
- (g) *Standards for R districts.* In any R residence district, off-street parking lots shall be developed and maintained in accordance with the following requirements:
  - (1) An off-street parking lot located in an R residence district shall provide the front yard and the required side yards in accordance with the district in which it is located. Furthermore, the minimum rear yard setback shall be five feet. The front yard, the required front yard and the required side yards may be used for vehicular access to the parking lot, for fences, walks, or landscaping only. No vehicular parking is permitted in the front yard, in the required front yard or in the required side yard. Where a contiguous development of lots is used for parking purposes under one ownership, no side or rear yards shall be required for abutting parking lots on the common lot line.
  - (2) Off-street parking lots in any R residence district shall provide screening on all yards of the abutting lots. The screen shall be six feet high and consist of a fence, wall or plant material of mature height, except that, when the screen is in the front yard or when the screen is maintained along an alley or street right-of-way line, then the screen shall be no more than four feet in height. All screening shall comply with the landscaping provisions found in this article.
  - (3) All parking lots containing three or more parking spaces shall be hard surfaced, shall meet storm water detention requirements, shall provide continuous curbing or wheel blocks for each parking space, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
  - (4) Every parking area or parking lot must have a connecting driveway that meets the regulations of the zoning ordinance.
  - (5) Any new parking areas, parking lots or paved surfaces in R-1, R-2, R-3 <sup>1</sup> [□](#), R-4 , RP , MU zoning districts that are converted to parking, must meet all requirements specified in this section, prior to use for parking.
  - (6) Parking areas or parking lots in rear yards shall meet the following requirements:

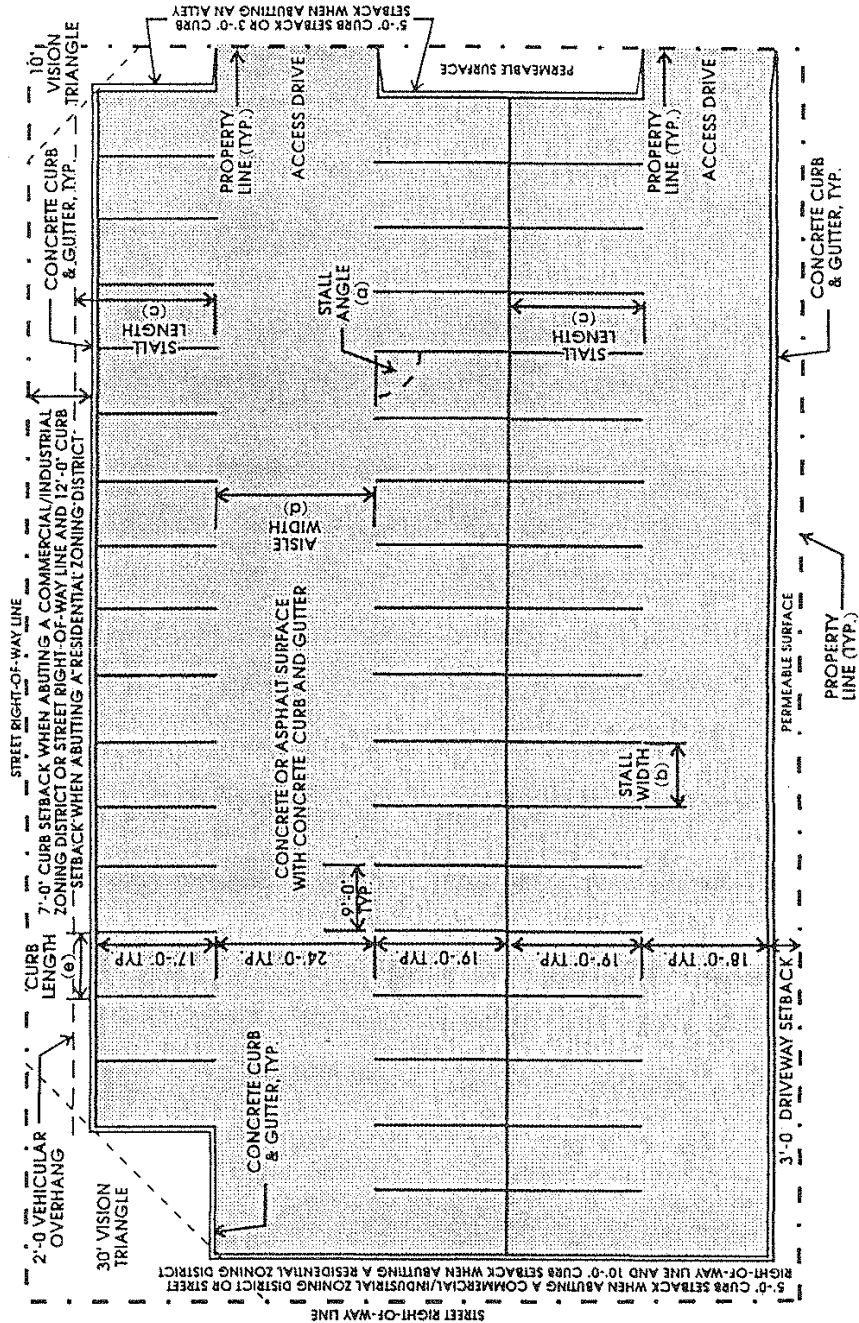
Zoning District	Number of Units	Maximum Rear Yard Coverage for Parking
R-1, R-2, RP <sup>1</sup> , MU <sup>1</sup>	1	30%
R-3 <sup>1</sup> , R-4 <sup>1</sup>	1	50%
R-2, R-3 <sup>1</sup> , R-4 <sup>1</sup> , RP <sup>1</sup> , MU <sup>1</sup>	2	50%

## Item G.2.o.

- (7) In the case a parking area or parking lot cannot meet the provisions of section 29-177(g)(6) then review and approval by the city council after recommendation of the city planning and zoning commission is required. The criteria for which additional rear yard parking coverage could be considered include the following:
- a. The request serves the existing building use, not an expansion,
  - b. The maximum rear yard coverage shall not be increased by more than five percentage points above the percentage listed in the table in section 29-177(g)(6),
  - c. Determination that the character of the neighborhood surrounding the property would not be diminished by the increase in parking area and corresponding reduction of open space,
  - d. The lot width and lot area of the property are sufficient to accommodate the density of occupants and vehicles that would result from the parking lot or area,
  - e. Whether buffering of parking meets code, and
  - f. All other city codes are met, including but not limited to the housing, property maintenance, nuisance, rental housing, building, and fire codes.
- (h) *Parking lot setbacks.* Where setbacks required by this section impose a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this section shall control.
- (1) *Residential districts.* Required setbacks for parking lots in residential zoning districts are as follows:
- a. The required setback is three feet along any alley, five feet along any street right-of-way line, and five feet along any adjacent property line.
  - b. The front yard and the required side yards shall be provided in accordance with the underlying zoning district. The front yard, the required front yard and the required side yards may be used for access to the parking lots, for fences, walks or landscaping only. No vehicular parking is permitted in the front yard, in the required front yard or in the required side yard.
  - c. Individual driveways intended for exclusive use by one-familyunit dwellings, duplexes, mobile homes, townhouses or multifamilyunit dwelling units shall not be classified as parking lots and shall not be required to restrict vehicular parking in the front yard, in the required front yard or in the required side yard upon said driveway as described herein. However, said driveways serving detached residential structures, detached garages, or parking lots shall provide a minimum three-foot setback from adjacent property lines and shall meet the provisions of section 29-179, unless the driveway is an existing shared drive where the minimum driveway width can only be met by encroaching into said three-foot setback area.
  - d. All yards and required yards as described herein shall consist of permeable material (grass, wood chips, loose rock, or other ground cover material) and be screened in accordance with the landscaping requirements found within this section, and with the exception of driveways, parking lots and patios, no yard area shall be hard surfaced.
- (2) *Commercial and manufacturing districts.* Required setbacks in commercial and manufacturing districts are as follows:
- All parking lots in C or M districts shall provide a minimum setback as measured from the private property line to the edge of the hard surface parking area with no vehicular overhang allowed within said setback area. The minimum setbacks shall be:
- a. Five feet when adjacent to a public right-of-way with the exception when adjacent to a public alleyway in which case no less than three feet setback shall be required.

- b. Three feet when adjacent to an abutting commercial use or commercial property including an adjacent commercial parking lot.
- c. Five feet when adjacent to a residential use in a commercial or industrial district.
- d. Ten feet when adjacent to an R, residential zoning district.
- e. Residential uses established in a C or M district as a principal use shall provide minimum front yard and side yard setbacks as specified in the R-4 zoning district with no vehicular parking permitted in said required yard areas.
- f. All setback areas shall consist of permeable material (grass, wood chips, loose rock or other ground cover material) and be screened in accordance with the peripheral landscaping requirements as stated herein.

## TYPICAL PARKING LOT DESIGN COMMERCIAL AND INDUSTRIAL DISTRICTS



THIS DIAGRAM IS INTENDED TO PROVIDE A PICTORIAL DISPLAY OF PARKING DIMENSIONS OUTLINED IN TABLE #1. THIS DIAGRAM IS NOT INTENDED TO PROVIDE DIMENSIONS FOR ALL PARKING LOT SITUATIONS.

Figure 4

- (i) *Landscaping generally.* Landscaped off street parking lots shall be required within all districts in order to protect and preserve the appearance, character and value of the surrounding neighborhoods, to reduce wind and air turbulence, heat and noise and the glare of vehicular lights, to act as a natural drainage system and ameliorate stormwater drainage problems, to provide shade and to otherwise facilitate the creation of a convenient, attractive and harmonious community.
  - (1) Applicability of landscaping requirements. Landscaping requirements contained within this section shall apply to:



- a. New off street parking lots containing three or more parking spaces.
  - b. Existing off street parking lots containing three or more parking spaces which are effectively altered or enlarged, in whole or in part, other than normal maintenance, repairs, or resurfacing of an existing lot.
- (2) No parking lot containing three or more parking spaces shall be constructed or enlarged in the city until a landscape plan for the parking lot has been approved by the city planner and the city arborist or their designees.

Landscape plans submitted pursuant to this section shall not be approved unless they conform to the requirements of this section and, where appropriate, may be submitted as part of the site plan submittal required within other sections of this chapter. Landscape plans shall be drawn to scale, including dimensions and distances, and clearly delineate the existing and proposed parking spaces or other vehicular use areas, access aisles, driveways, and the location, size and description of all landscape materials.

- (3) The primary landscaping materials used in parking lots shall be trees which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting material may be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is also encouraged as a component of the landscape plan. In those instances where plant material exists on a parking lot site prior to its development, such landscape material may be used if approved as meeting the requirements of this chapter.
- (4) Landscaping shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:

- a. Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 50 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3 ft. in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.

b. Exceptions:

- 1. Peripheral landscaping shall not be required for single-familyunit or two-familyunit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three or more parking stalls is established in the rear yard of a two-familyunit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
- 2. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley

## Item G.2.o.

frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple familyunit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.

3. Underground or under-building parking lots.
  4. Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
- c. Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the interior of the parking lot shall be provided as open space, including the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
- d. Exceptions: Interior landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
- e. Parking garages or parking ramps: All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.

It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.

- (5) No materials shall be approved for use in any parking lot landscaping plan unless approved by the city planner and city arborist. A list of generally permissible plants is on file in the office of the city planner and the city arborist. Landscaping plant materials found unsuitable by the city planner and the city arborist for planting in the city shall not be permitted.
- (6) All required screening shall be in place, inspected and approved by the city planner and the city arborist or their staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived by the city planner and the city arborist if inclement weather conditions or the planting and growing season prohibit installation. In such cases, the owner may be issued a temporary certificate of occupancy by the city planner if the owner enters into a contract with the city to ensure completion of the screening during the next planting season. The performance of such contract shall be secured by the filing of a bond or cash in escrow in an amount not less than the approximate cost of the screening, as estimated by the owner's landscape architect, landscape contractor or nurseryman and approved by the city planner and the city arborist.
- (j) *Definitions pertaining to landscape requirements.* When computing the type and amount of landscaping required, the following definitions shall apply:
- (1) *Tree* means any self-supporting woody plant which usually produces one main trunk and a more or less distinct head with many branches that establishes a mature height in excess of 30 feet.

- a. Deciduous trees shall measure a minimum of 1½ inches in trunk diameter for shade type cultivars and one inch in trunk diameter for ornamental type cultivars.
  - b. Coniferous trees shall measure a minimum of three feet in height.
- (2) *Screening* means natural or manmade materials consisting of one or a combination of the following:
- a. Wood or masonry walls or fences when constructed of materials which provide openings of less than 50 percent in area of the vertical surface of the wall or fence.
  - b. Plant materials consisting of coniferous material or deciduous materials, or a combination of both. In all cases, plant materials shall measure, at a minimum, as follows:
    - (1) Deciduous plants.
      - i. *Shade trees*: One and one-half-inch trunk diameter.
      - ii. *Ornamentals*: One-inch trunk diameter.
      - iii. *Shrubs*: 18 inches in height.
    - (2) Coniferous plants.
      - i. *Large evergreens*: Three feet in height.
      - ii. *Small evergreens*: 12- to 15-inch spread.

Materials shall be planted and maintained so as to form a continuous, unbroken visual screen.
- (3) *Earthen berms*. When earthen berms are provided and the finished elevation of the property is lower at the property line, or within eight feet inside the property line, than an abutting elevation, such change in elevation may be used in lieu of or in combination with additional screening to satisfy the screening requirements for the district.
- (4) *Shrub* means a woody plant that usually remains low and produces shoots or trunks from the base; it is not usually tree-like or single stemmed.

(Code 1971, § 32-44; Ord. No. 2102, § 2, 5-22-95; Ord. No. 2173, § 1, 12-23-96; Ord. No. 2180, § 1, 3-10-97; Ord. No. 2329, §§ 2, 3, 4-9-01; Ord. No. 2366, § 1, 3-11-02; Ord. No. 2800, § 1, 10-28-13; Ord. No. 2837, §§ 2—5, 3-2-15; Ord. No. 2841, § 1, 5-4-15; Ord. No. 2884, § 1, 10-3-16)

Footnotes:

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For lots with single ~~family~~unit and two ~~family~~unit dwellings

Sec. 29-178. - Filling stations; public garages and parking lots.

- (a) *Location of entrances and exits*. No gasoline filling station or commercial customer or employee parking lot for 25 or more motor vehicles, or parking garage or automobile repair shop, shall have an entrance or exit for vehicles within 200 feet along the same side of a street of any school, public playground, church, hospital, public library or institution for dependents or for children, except where such property is in another block or on another street which the lot in question does not abut.

## Item G.2.o.

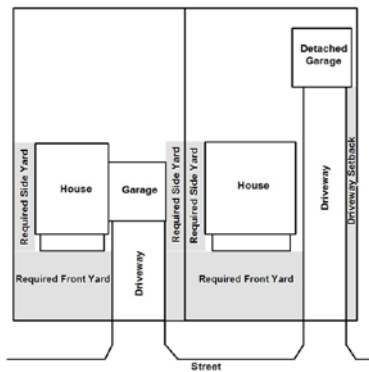
- (b) *Oil draining pits and fuel pumps.* No gasoline filling station or public garage shall be permitted where any oil draining pit or fuel filling appliance is located within 12 feet of any street line or within 25 feet from any R district, except where such appliance or pit is within a building.

(Code 1971, § 32-45)

Sec. 29-179. - Residential driveways: criteria for design and location in front yards and side yards in residential districts.

Allowable residential driveways are set forth below.

- (a) An access from the public street, maintaining a three-foot setback from the property line (see section 23-168), that is established to provide vehicular parking at a single-family unit or two-family unit residential dwelling. It may also provide access to an attached residential garage, or to a detached residential garage in the rear yard area of the property. Refer to Figure 5. In the situation in which the existing driveway does not meet the three-foot setback, and if strictly enforced would cause the driveway width to be less than ten feet, a reduced driveway setback may be permitted if approved by the Zoning Administrator.



**Figure 5**

- (b) All second curb cuts and second accesses from the public street that extend across the front or side yard are allowed if approved by the City Engineer.
- (c) The maximum width, towards the interior of the lot, of a driveway accessing an attached or detached garage shall be proportional to the width of the garage doorways for accommodating the normal width of the vehicles, utilizing a ten-foot driving width of a vehicle. In the case of a one car garage, the driveway may be up to 18 feet wide, provided a three-foot setback from the property line is maintained.
- (d) A driveway may have a flare out in the front yard or side yard area of the property only if the entire flare out portion meets all of the following requirements (refer to Figure 6):
- (1) Accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length (not including the flare).
  - (2) Has a taper slope ratio of no more than one to one, so as to create a 45° angle (refer to Figure 6).
  - (2) Is parallel to the driveway.
  - (3) Is hard surfaced.
  - (4) No encroachment into the required side yard shall be allowed, including into the required side yard as extended into the front yard, unless it is a corner lot on which the garage

accesses from the longer street side as shown in Figure 7. In the case of a one car garage, the flare out may have up to a three-foot setback.

- (5) Not located toward or in the interior of the lot (i.e., area in front of residence). Flare outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.
- (6) If a turn out exists, then a flare out is prohibited in the front and side yards.

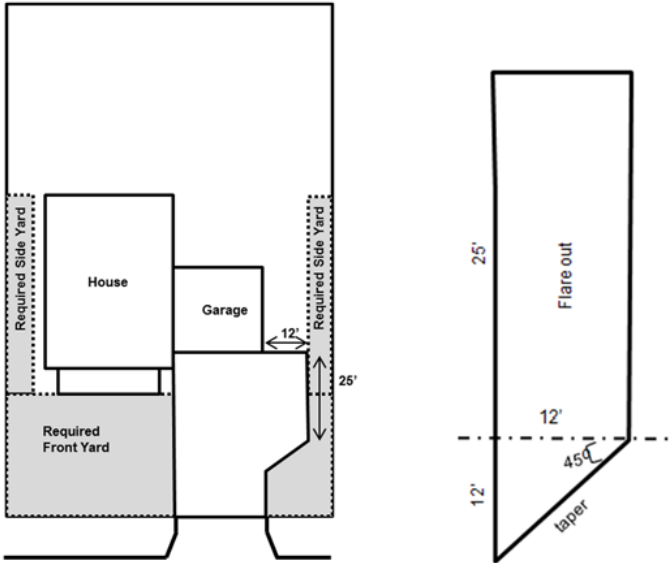


Figure 6

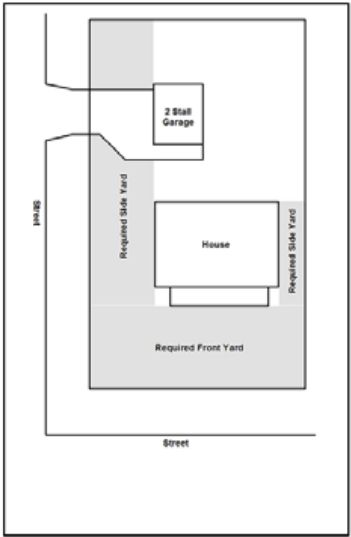
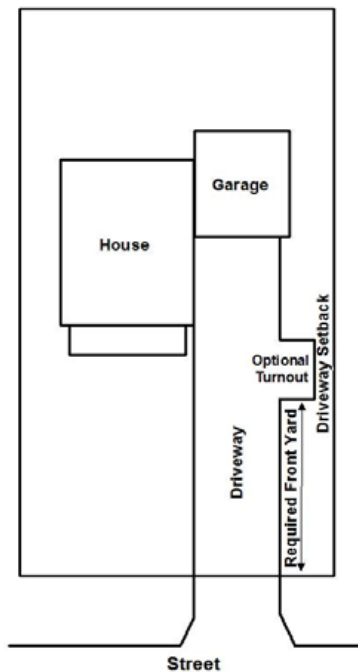


Figure 7

## Item G.2.o.

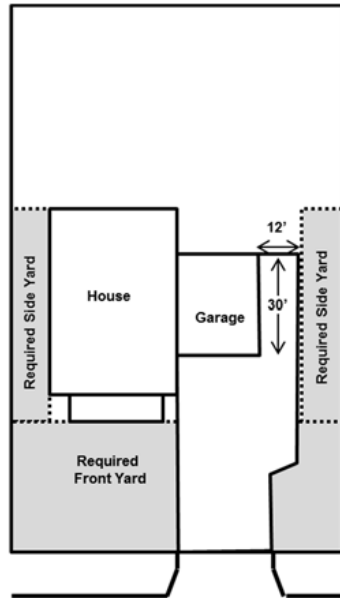
- (e) A driveway may have one turn out in order for vehicles to maneuver in the driveway such that a driveway could be exited face-forward, provided the turn out meets the following requirements (refer to Figure 8):
- (1) The street is an existing or proposed arterial or collector street, in accordance with the comprehensive plan, that is two or more lanes.
  - (2) Its maximum width is proportional to the driveway width, as follows:
    - i. A ten to 15-foot wide driveway is allowed up to 18 feet beyond the driveway.
    - ii. A 15-foot or wider driveway is allowed up to nine feet beyond the driveway.
  - (3) It is a maximum of ten feet long, parallel to the driveway.
  - (4) If located to the side yard, it is a minimum of three feet from the closest property line.
  - (5) It shall not be used for storage.
  - (6) It is located back from the right-of-way, no less than the required front yard setback.
  - (7) It is not located toward or in the interior of the lot (i.e., area in front of residence). Turn outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.
  - (8) If a flare out exists, then a turn out is prohibited in the front and side yards.



**Figure 8**

- (f) Termination of a driveway in the side yard, with no access to a garage or parking lot in the rear yard shall only be permitted if the driveway meets all of the following requirements:
- (1) The extension is a maximum of 12 feet wide.
  - (2) Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
  - (3) Is hard surfaced.

- (4) The extension does not occupy any portion of the required side yard and no portion of the vehicle shall be allowed to encroach into the required side yard.
- (5) No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in the side yard area.
- (6) Only one side yard may be used for vehicular parking.
- (7) Side yard parking shall only be allowed in the side yard nearest the established driveway on the property. Refer to Figure 9.

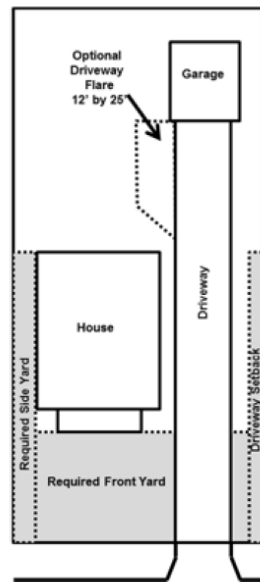


**Figure 9**

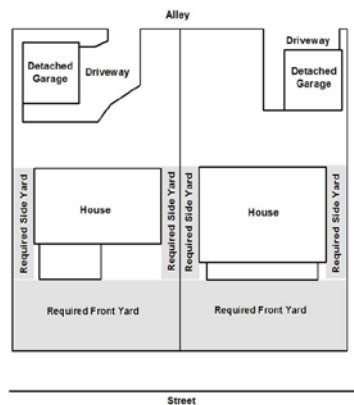
- (g) A driveway may be located in the rear yard or in the required rear yard if it accesses a permitted garage, shed or other accessory structure. Furthermore, the following may be permitted (refer to Figures 10 and 11):
  - (1) One flare out, provided:
    - a. It accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length.
    - b. Is parallel to the driveway.
    - c. Is hard surfaced.
  - (2) An extension along the side of the accessory structure, provided:
    - a. The extension is a maximum of 12 feet wide.
    - b. Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
    - c. Is hard surfaced.
    - d. No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in said extension.

## Item G.2.o.

- e. It is located only on one side of the building along which it is located.



**Figure 10**



**Figure 11**

- (h) A secondary driveway, connected to the primary driveway, may be installed for purposes of accessing a detached accessory structure provided the following requirements are met:
- (1) The accessory structure is intended for vehicular use and has at least one overhead garage door.
  - (2) The driveway will be no less than three feet from adjacent property lines.
  - (3) The driveway is a minimum ten feet wide.
  - (4) The secondary driveway is hard surfaced.
  - (5) The overall yard open space requirement and yard open space requirement for the yard where said driveway is proposed is met.



(6) In the case of a corner lot, the driveway shall only be permitted on the interior side yard.

(Ord. No. 2837, § 6, 3-2-15; Ord. No. 2875, § 1, 8-15-16)

Secs. 29-180—29-195. - Reserved.

#### ARTICLE IV. - SIGNS

Sec. 29-196. - Purpose of article.

The purposes of the sign regulations set out in this article are to encourage the effective use of signs as a means of communications in the city, to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth, to improve pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby public and private property, and to enable the fair and consistent enforcement of the sign restrictions.

(Code 1971, § 32-46)

Sec. 29-197. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Sign* means an identification, description, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or parcel of land and which directs attention to a product, place, activity, person, profession, service, institution or business.

*Sign, accessory* means a sign relating only to uses of the premises on which the sign is located or products sold or services offered on the premises on which the sign is located, or indicating the name or address of a building or the occupants or management of a building of the premises where the sign is located. (See "Off-premises signs.")

*Sign area* means that area within a line including the outer extremities of all letters, figures, characteristics or delineations, or within a line including the outer extremities of the framework or background of the sign, whichever line includes the larger area. When the irregularity of a sign shape warrants, such area shall include the extreme points or edges of the sign. The support for the sign background, whether it be columns, pylons or a building or part thereof, shall not be included in the sign area. Only one side of a double-faced sign shall be included in the computation of sign area.

*Sign, banner* means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges.

*Sign, billboard* means a sign structure designed for the posting of changeable graphics or reading matter advertising a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

*Sign, directional* means a sign designed for the purpose of assisting traffic control, which is located on private property and limited to no more than four feet in height and no more than six square feet in area.

*Sign, flag* means any fabric, banner or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

## Item G.2.o.

*Sign, freestanding* means a sign which is supported by one or more uprights, columns, pylons or braces in or upon the ground and not attached to any building or wall. This term shall also apply to those signs having their framework permanently embedded in the ground.

*Sign, home occupation* means a sign or nameplate limited to the display of the occupant and the name of the home occupation. The sign shall not exceed four square feet in area, shall be nonilluminated, shall be affixed to the main structure or visible through a window, and shall be limited to one in number per home.

*Sign, monumental* means an identification device permanently embedded in the ground, upon which is affixed only the name or symbol of a particular neighborhood, subdivision, commercial or industrial development.

*Sign, off-premises* means a sign displaying or drawing attention to a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

*Sign, pennant* means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

*Sign, portable* means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including but not limited to signs designed to be transported by means of wheels, signs converted to "A" or "T" frames, menu and sandwich board signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operations of the business. Portable signs are not permitted unless specifically authorized for temporary use by the city council.

*Sign, roof* means a sign erected upon or above a roof or parapet wall of a building and which is wholly or partially supported by the building.

*Sign, temporary* means a sign or advertising device intended to be displayed for a limited time period typically identifying construction, community or civic projects, show homes or other special events on a temporary basis. Such sign shall not exceed 100 square feet in area.

*Sign, wall* means a sign, other than a roof sign, which is supported by a building or wall. Such a sign shall not project beyond the peak of the building or wall more than one-third of the sign's longest dimension. Signs surpassing this peak projection shall be designated as roof signs.

- (1) *Canopy wall sign* means any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area.
- (2) *Fascia wall sign* means a single-faced building or wall sign which is parallel to its supporting wall and does not extend more than 18 inches from a building or wall.
- (3) *Mural wall sign* means a one-dimensional graphic illustration or presentation that is painted or otherwise applied to a building, wall or facade.
- (4) *Projecting wall sign* means a sign which is attached to and projects more than 18 inches from the face or wall of a building.

(Code 1971, § 32-46(A))

Sec. 29-198. - Signs permitted in all zones.

- (a) The following signs shall be permitted in all zoning districts subject to city council approval:
  - (1) Traffic and other municipal signs, legal notices, railroad crossing and danger signs, and other such necessary, temporary, emergency or nonadvertising signs as may be approved by the city council.

- (2) Signs required to be maintained or posted by law or governmental order, rule or regulation, unless specifically prohibited in this article.
  - (3) Portable signs, banners, pennants and other temporary advertising devices identifying public events, special promotions, holidays and like events, provided that specific approval is granted under regulations established by the city council.
  - (4) Memorial plaques, cornerstones, historical markers and the like.
  - (5) Monumental signs intended to identify residential, commercial or industrial developments, in accordance with this article.
  - (6) Mural wall signs, company logo signs, hand-painted art or any similar sign which is intended to be painted directly on the existing building facade or wall.
  - (7) In special circumstances, such as road construction, a limited number of temporary directional signs may be placed in the public right-of-way in conformance with the following guidelines:
    - a. Maximum of two signs per use.
    - b. Each sign shall be no larger than six square feet nor more than three feet in overall height.
    - c. Signs shall be installed by a bonded contractor and shall be sited in cooperation with Cedar Falls Utilities and City of Cedar Falls Department of Public Works officials.
    - d. In those situations where at least three users wish to share common sign space, only two signs will be permitted with a maximum area of 12 square feet and a maximum height of three feet. Only one individual sign will be permitted for each user, if that user is also utilizing common sign space.
    - e. All such permitted signs shall be removed from the public right-of-way within five days following the end of the special circumstances that stimulated the original request.
- (b) The following signs are permissible for display without city council approval. Permits must be secured as required by chapter 3 of this Code of Ordinances.
- (1) Signs advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. One such nonilluminated sign, not to exceed six square feet in size, shall be permitted on each premises.
  - (2) Signs advertising the architects, engineers, contractors, occupants or other individuals involved in the construction, reconstruction or remodeling of a building or development project, and such signs announcing the character or purpose of the site. One such nonilluminated sign, not to exceed 100 square feet in size, shall be permitted on each premises. Such signs shall be erected no sooner than 30 days prior to site development, and shall not continue to be displayed longer than 30 days following project completion. Such signs shall be sited in accordance with the regulations found in this article.
  - (3) Signs announcing candidates seeking public political office or pertinent political issues. Such signs shall be confined to private property and shall be subject to applicable state and local regulations.
  - (4) Address signs posted in conjunction with doorbells or mailboxes showing only the numerical address and occupants of the premises upon which the sign is situated. One such nonilluminated sign shall be permitted per address.
  - (5) Home occupation signs.
  - (6) Accessory signs identifying hospitals or civic, philanthropic, educational or religious organizations. All signs must comply with the general regulations found in section 29-202. All freestanding, monumental and roof signs exceeding 40 square feet in size must be approved by the city council.

## Item G.2.o.

- (7) Signs which primarily consist of banners, balloons, pennants, ribbons, streamers, spinners or other similar moving devices. Such signs shall be permitted for 60 days in any consecutive 12-month period.
- (8) Flag signs; provided, however, that no owner or occupant of any premises shall erect more than one official flag of the institution or business which is situated or located upon the premises where the flag sign is erected.

(Code 1971, § 32-46(B); Ord. No. 2023, § 9, 8-23-93)

Sec. 29-199. - Signs prohibited in all zones.

The following signs shall be prohibited in all zoning districts:

- (1) Signs that advertise a product, place, activity, person, service, institution or business no longer conducted on the premises on which the sign is located. Such signs shall be removed in accordance with the provisions of chapter 3 of this Code of Ordinances.
- (2) Signs and poles which contain or consist of reflectors or lights which flash, strobe or chase one another, or appear to display these characteristics. This prohibition does not preclude all electronic message signs.
- (3) Signs that are not permanently anchored or secured to either a building or the ground.
- (4) Signs erected in such a manner as to obstruct free and clear vision of streets, alleys or driveways, or erected, designed or positioned so as to interfere with, obstruct or be confused with any authorized traffic sign, signal or device or which may mislead or confuse traffic.
- (5) Signs posted on public property, including utility poles, lighting fixtures, street signs, benches and the like.
- (6) Off premise signs, with the exception of billboard signs.
- (7) Signs placed within the public right-of-way unless specifically authorized by the city council as limited herein.

(Code 1971, § 32-46(C); Ord. No. 2023, § 10, 8-23-93)

Sec. 29-200. - Location of signs; lighting.

- (a) All signs permitted in this article shall be contained entirely upon private property and set back from the existing and proposed public right-of-way, except as permitted by chapter 3 of this Code of Ordinances.
- (b) No sign shall be permitted within the ten-foot sight triangles formed at the intersection of a public right-of-way with an accessway, driveway or alley, nor shall any sign be permitted within the 30-foot sight triangles formed at the intersection of two public rights-of-way, with two sides of the respective triangles being measured in length along the stated boundaries from their point of intersection, and the third side being a line connecting the ends of the two sides already established.
- (c) No billboard, freestanding sign or roof sign shall be permitted which faces the front or side lot line of any lot in an R district used for residential purposes within 100 feet of such lot lines, unless the subject sign is also permitted within the adjacent R district.
- (d) Any light, exclusive of the sign area itself, used to illuminate any sign shall be situated and arranged so as to reflect the light away from adjoining premises.

(Code 1971, § 32-46(D)(1)—(4))

Sec. 29-201. - Nonconforming signs.

Lawful signs, other than portable signs, existing at the effective date of Ordinance No. 1934 which do not meet the terms of this chapter shall be classified as legal nonconforming signs and may be maintained as such, but shall not, except when required by law, be enlarged, extended, reconstructed, substituted or structurally altered, unless altered in a manner to conform with the terms of this article. Any sign in existence at the adoption of this article which was not an authorized nonconforming sign under previous zoning ordinances shall not be authorized to continue as a nonconforming sign pursuant to this article or amendments thereto. If a nonconforming sign is removed, replaced or destroyed, new signs shall thereafter conform to the terms of this article.

(Code 1971, § 32-46(D)(5))

Sec. 29-202. - Permitted signs by zoning district.

In order to carry out the provisions of this article, the following signs are hereby permitted in the various zoning districts, as follows:

- (1) *A-1 agricultural district.* Permitted signs in the A-1 district are as follows:
  - a. Signs permitted and limited as provided in section 29-198.
  - b. Fascia and mural wall signs used to identify the given name, symbol and occupants of a farmstead located upon the premises. Sign area shall not exceed one-fourth of the surface area of the single wall to which the sign is affixed.
  - c. Accessory signs, subject to approval by the zoning administrator, appertaining to any material that is mined, grown or treated upon the premises; provided, however, that such signs shall be located upon or immediately adjacent to the building or in the area in which such materials are treated, grown, processed or stored. Such sign shall not exceed 15 feet in height or 40 square feet in area. No more than one such sign shall be permitted per parcel.
- (2) *R-1 residence district.* Permitted signs in the R-1 district are as follows:
  - a. Signs permitted and limited as provided in section 29-198.
  - b. Accessory signs identifying principal permitted uses, other than single familyunit and two familyunit residential dwellings, shall be allowed a maximum of three signs per parcel in the following combination: one wall sign not to exceed ten percent of the surface area of the wall to which it is affixed and two freestanding signs, each freestanding sign not to exceed 30 square feet in area and five feet overall height, or two wall signs not to exceed 10 percent of the surface area of the wall to which affixed. Said wall signs may utilize no more than two wall surfaces, and one freestanding sign not to exceed 30 square feet in area and five feet overall height.
- (3) *R-2 residence district.* Permitted signs in the R-2 District are any sign permitted in the R-1 District.
- (4) *R-3 multiple residence district.* Permitted signs in the R-3 district are any sign permitted in the R-2 district.
- (5) *R-4 multiple residence district.* Permitted signs in the R-4 district are as follows:
  - a. Signs permitted and limited as provided in section 29-198.
  - b. Accessory wall signs having a total sign area not to exceed one-third of the surface area of the single wall to which affixed.
  - c. Accessory freestanding signs, as follows:

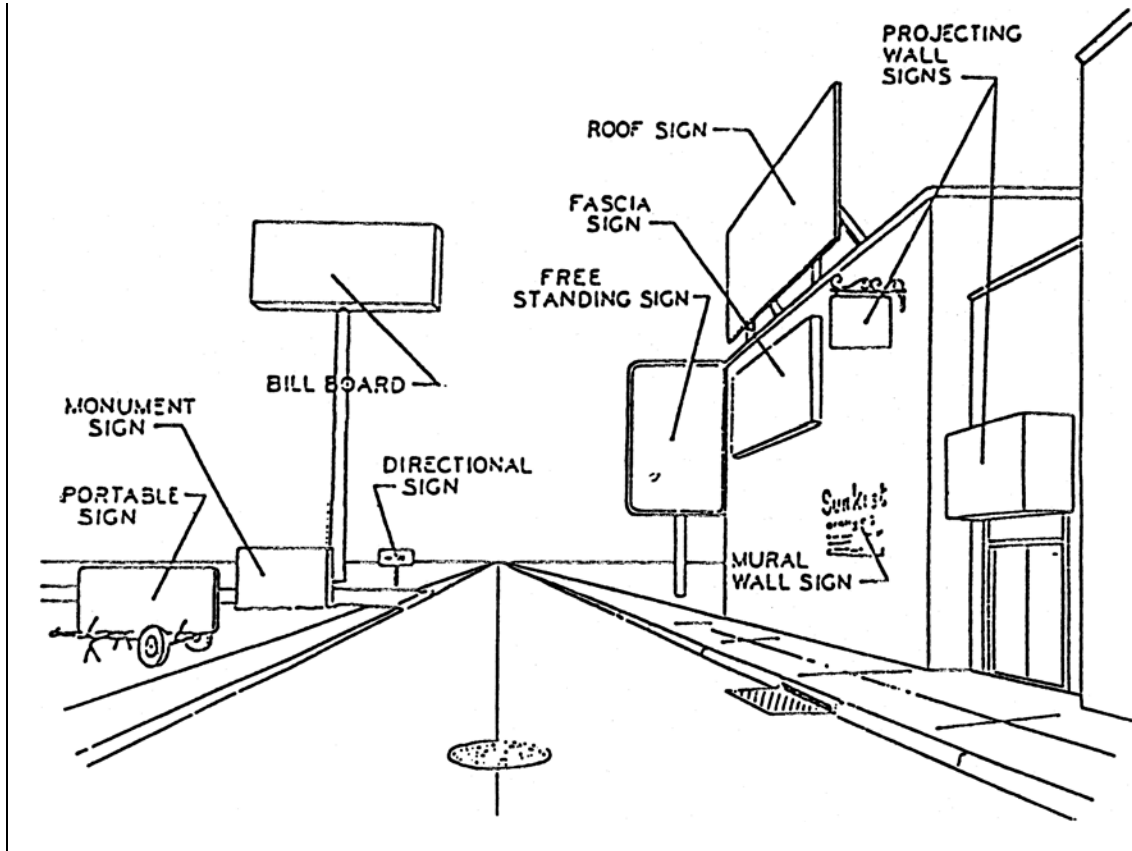
## Item G.2.o.

1. Signs are permitted upon parcels containing a street frontage along any one public street of at least 150 linear feet.
  2. Signs shall be no taller than 20 feet in height and no larger than 40 square feet.
  3. Number of signs is limited to one sign per separate principal permitted structure.
- (6) *R-5 residence district.* Permitted signs in the R-5 district are any sign permitted in the R-1 district.
- (7) *R-P planned residence district.* Permitted signs in the R-P district are any sign permitted in the R-4 district.
- (8) *C-1 commercial district.* Permitted signs in the C-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
  - b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
  - c. Directional signs, limited to one sign per curb cut.
  - d. Accessory freestanding signs, as follows:
    1. Signs shall be no taller than 30 feet in height and no larger than 40 square feet in area.
    2. Number of signs is limited to one sign per separate principal permitted structure.
- (9) *C-2 commercial district.* Permitted signs in the C-2 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
  - b. Wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
  - c. Directional signs, limited to one sign per curb cut.
  - d. Freestanding and roof signs, as follows:
    1. The combined total area of such signs shall not exceed two square feet per lineal foot of street frontage. Land uses situated on corner lots may use their longer street frontage only for purposes of determining the permissible area of signs.
    2. In no case shall the area of any one sign exceed 300 square feet in area, nor shall signs be taller than 40 feet in height. Roof signs shall not project more than 15 feet above the roof line.
    3. Regardless of lineal street frontage, all parcels shall be permitted at least one such sign, not to exceed 60 square feet in area or 40 feet in height.
    4. Billboards shall have a prime message area not to exceed 672 square feet and an embellishment, trim and skirting area not to exceed an additional 250 square feet. The maximum allowable height as measured from natural grade at the base of the sign to the top of the structure is 40 feet. All billboard sign structures, including the outermost edge of the sign panel, must be set back from the immediately abutting street right-of-way line a minimum of 25 feet. Billboard structures shall not be permitted within 600 feet of another billboard structure measured in either direction along both sides of the street which adjoins the billboard structure, measured from the point of intersection of the face of the sign panel, as extended, and either side of the right-of-way line of the adjoining street. Furthermore, no billboard structure shall be permitted closer than 200 feet from a residential zoning district or from the property boundaries of any property which has a principal residential use located thereon, nor closer than 200 feet from the property boundaries of a public park, church, school, including the University of Northern Iowa main campus area, cemetery, hospital, the property boundaries of any

historic district established by state law or local ordinance, or the property boundaries of any certified structure listed on the national register of historic places. In addition, vertical stacking of separate sign panels on a billboard structure shall be prohibited.

- (10) *C-3 Commercial District*. Permitted signs in the C-3 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (11) *S-1 shopping center district*. Permitted signs in the S-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
  - b. Accessory wall signs not to exceed one-third of the surface area of any store wall to which the sign is affixed.
  - c. Directional signs, limited to one sign per curb cut.
  - d. Accessory freestanding signs, as follows:
    1. In keeping with the intent of the S-1 zone, individual freestanding signs should be limited in number and designed to identify the shopping center and the stores contained therein. Individual business identification signs are to be discouraged.
    2. To meet this end, one such sign structure shall be permitted for each 500 linear feet, or fractional part thereof, of frontage on a public street. Such signs shall be no larger than 200 square feet and no taller than 40 feet. When separate principal uses are situated on parcels containing less than 500 feet of street frontage, one freestanding sign may be permitted. Such a sign shall be no larger than 100 square feet, and no taller than 30 feet.
  - e. All signs shall be reviewed and approved in accordance with the S-1 zoning district provisions, regulations and restrictions.
- (12) *M-1 Light Industrial District*. Permitted signs in the M-1 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (13) *M-2 heavy industrial district*. Permitted signs in the M-2 district are any sign permitted in the M-1 district.
- (14) *M-P planned industrial district*. Permitted signs in the M-P district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
  - b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the sign is affixed.
  - c. Directional signs, limited to one per curb cut.
  - d. Accessory freestanding signs, as follows:
    1. Signs shall be no taller than 40 feet in height, and no larger than 200 square feet.
    2. Number of signs shall be limited to one sign per separate principal permitted structure.

# Item G.2.o.



Examples of Various Sign Types

*Zoning District*

Sign Type	Zoning District													
	A-1	R-1	R-2	R-3	R-4	R-5	R-P	C-1	C-2	C-3	S-1	M-1	M-2	M-P
Billboard	X	X	X	X	X	X	X	X			X			X
Wall Fascia Wall-Mural	Not to exceed ¼ of surface wall	1 per parcel (excluding dwellings) not to exceed		Not to exceed ½ of surface wall	See R-1	See R-4	Not to exceed ½ of surface wall	See text for sign options, size, number, etc.						



		20 sq. ft.												
Wall-Projecting	X	X	X	X			X							
Directional		Limited to 1 per curb cut, 4 feet in height, not more than 6 sq. ft.												
Freestanding	See Restrictions	X	X	X	See Restrictions	X	See Restrictions	See Restrictions						
Off-Premises	X	X	X	X	X	X	X	X		X				X
Roof	X	X	X	X	X	X	X	X		X				X
Accessory														
Traffic/City Governmental														
Political/Educational/Religious														
Public Events/Holidays							Permitted in all zones							
Memorial/Monumental														
For Sale/Rent/Etc.														
Temporary/Construction														
Home Occupation/Window														
Portables*							See Restrictions							

## Item G.2.o.

*Note:* Some restrictions pertain to individual sign types within certain zoning districts. Reader is cautioned to confirm permissible signs with the text.

□ = Sign type permitted within the designated zoning district.

X = Sign type not permitted within the designated zoning district.

(Code 1971, § 32-46(E); Ord. No. 2023, § 11, 8-23-93; Ord. No. 2339, § 1, 7-9-01; Ord. No. 2355, §§ 1, 2, 11-12-01; Ord. No. 2414, §§ 1—3, 2-10-03)

### DIVISION 1. - GENERALLY

#### Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

#### Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

#### Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.

- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
  - (1) A description of the work to be covered by the permit for which application is to be made.
  - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
  - (3) An indication of the use or occupancy for which the proposed work is intended.
  - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
  - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
  - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
  - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

## Item G.2.o.

**Editor's note**— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - (2) Variances shall only be granted upon:
    - a. A showing of good and sufficient cause;
    - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
    - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
  - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
    - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
    - b. Such construction increases risk to life and property.
  - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
  - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
  - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
  - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - (5) The importance of the services provided by the proposed facility to the community.
  - (6) The requirements of the facility for a floodplain location.
  - (7) The availability of alternative locations not subject to flooding for the proposed use.

- (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
  - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
  - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
  - (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
  - (2) Limitation on periods of use and operation.
  - (3) Imposition of operational controls, sureties and deed restrictions.
  - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
  - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
    - a. Anchorage to resist flotation and lateral movement.
    - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
    - c. Reinforcement of walls to resist water pressures.
    - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
    - e. Addition of mass or weight structures to resist flotation.
    - f. Installation of pumps to lower water levels in structures.
    - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
  - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
  - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
  - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
  - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

## Item G.2.o.

**Editor's note**— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.
- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
  - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
  - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
  - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
  - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
  - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and
  - b. Maintain the floodproofing certifications required in subsection 29-34(b).
- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
- (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

**Editor's note**— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as

## Item G.2.o.

part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.
- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this



Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
  - (1) A description of the work to be covered by the permit for which application is to be made.
  - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
  - (3) An indication of the use or occupancy for which the proposed work is intended.
  - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
  - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
  - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
  - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

**Editor's note**— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

## Item G.2.o.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
  - (2) Variances shall only be granted upon:
    - a. A showing of good and sufficient cause;
    - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
    - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
  - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
    - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
    - b. Such construction increases risk to life and property.
  - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
  - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
  - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
  - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - (5) The importance of the services provided by the proposed facility to the community.
  - (6) The requirements of the facility for a floodplain location.
  - (7) The availability of alternative locations not subject to flooding for the proposed use.
  - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
  - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
  - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.

- (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
  - (2) Limitation on periods of use and operation.
  - (3) Imposition of operational controls, sureties and deed restrictions.
  - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
  - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
    - a. Anchorage to resist flotation and lateral movement.
    - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
    - c. Reinforcement of walls to resist water pressures.
    - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
    - e. Addition of mass or weight structures to resist flotation.
    - f. Installation of pumps to lower water levels in structures.
    - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
  - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
  - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
  - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
  - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

**Editor's note**— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

## Item G.2.o.

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.
- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
  - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
  - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
  - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
  - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
  - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and

- b. Maintain the floodproofing certifications required in subsection 29-34(b).
- (5) Maintain for public information all records pertaining to the provisions of this chapter.
  - (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
  - (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
  - (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
  - (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

**Editor's note**— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

DIVISION 2. - BOARD OF ADJUSTMENT<sup>[2]</sup>

## Item G.2.o.

Footnotes:

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**Cross reference**— Airport zoning commission, § 4-26 et seq.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

(Code 1971, § 32-48(a))

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
  - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
  - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.
  - c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication,

including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.

- d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.
- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.

## Item G.2.o.

- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

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(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
  - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
  - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and



surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.

- c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication, including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.
  - d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.

## Item G.2.o.

- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.
- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

### DIVISION 3. - EXCEPTIONS AND MODIFICATIONS

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statutory, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

Sec. 29-78. - Use of existing lots of record.

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.
- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

Sec. 29-80. - Exceptions to lot area requirements.

## Item G.2.o.

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

- (a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:
- (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
  - (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
  - (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
  - (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
  - (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
  - (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.
- (b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In

addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.

- (c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.
- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

Sec. 29-85. - Enclosing of open porches.

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection

## Item G.2.o.

of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.

- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
  - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.
  - (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention

shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.

(b) *Exceptions.* Stormwater detention will not be required for:

- (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
  - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second, then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.
  - (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
  - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
  - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
  - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
- (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will

## Item G.2.o.

normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.

- (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.
- (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
- (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.
- (h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

(Code 1971, § 32-47(k))

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA  
(Compiled from U.S. Weather Bureau Technical Paper #40)

Rainfall Intensities are in Inches per Hour

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( 3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35
( 2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85
<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00



	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
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		<i>Storm Frequency (Years)</i>						

**TIME OF CONCENTRATION**  
(Overland Flow)

;reserved=38.6p;

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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**RUNOFF COEFFICIENTS FOR VARIOUS AREAS**

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single <del>family</del> <u>unit</u> areas	0.30—0.50
Multiunits, detached	0.40—0.60

## Item G.2.o.

	Multiunits, attached	0.60—0.75
	Apartment dwelling areas	0.50—0.70
	Suburban	0.25—0.40
	Business:	
	Downtown areas	0.70—0.95
	Neighborhood areas	0.50—0.70
	Industrial:	
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95

Lawns:		
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22
	Heavy soil, steep (7% or greater slope)	0.25—0.35

**RUNOFF COEFFICIENTS FOR RURAL AREAS**

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland:			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
Pasture:			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated:			
Flat	0.30	0.50	0.60

## Item G.2.o.

Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Secs. 29-88—29-105. - Reserved.

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statuary, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

Sec. 29-78. - Use of existing lots of record.

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.
- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

Sec. 29-80. - Exceptions to lot area requirements.

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

## Item G.2.o.

(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

- (a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:
- (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
  - (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
  - (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
  - (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
  - (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
  - (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.
- (b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.
- (c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.
- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

Sec. 29-85. - Enclosing of open porches.

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.
- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
  - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.

## Item G.2.o.

- (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.
- (b) *Exceptions.* Stormwater detention will not be required for:
  - (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
  - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second,



then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.

- (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
  - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
  - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
  - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
  - (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.
  - (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.
  - (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
  - (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.

# Item G.2.o.

(h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

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	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00
	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25
	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
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	0	—						

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**TIME OF CONCENTRATION**

(Overland Flow)

;reserved=38.6p;

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Multiunits, attached	0.60—0.75
Apartment dwelling areas	0.50—0.70
Suburban	0.25—0.40
Business:	
Downtown areas	0.70—0.95
Neighborhood areas	0.50—0.70

## Item G.2.o.

Industrial:		
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
Parks, cemeteries		0.10—0.25
Playgrounds		0.20—0.35
Railroad yard areas		0.20—0.40
Unimproved areas		0.10—0.30
Streets:		
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
Drives and walks		0.75—0.85
Roofs		0.75—0.95
Lawns:		
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22

Heavy soil, steep (7% or greater slope)	0.25—0.35
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**RUNOFF COEFFICIENTS FOR RURAL AREAS**

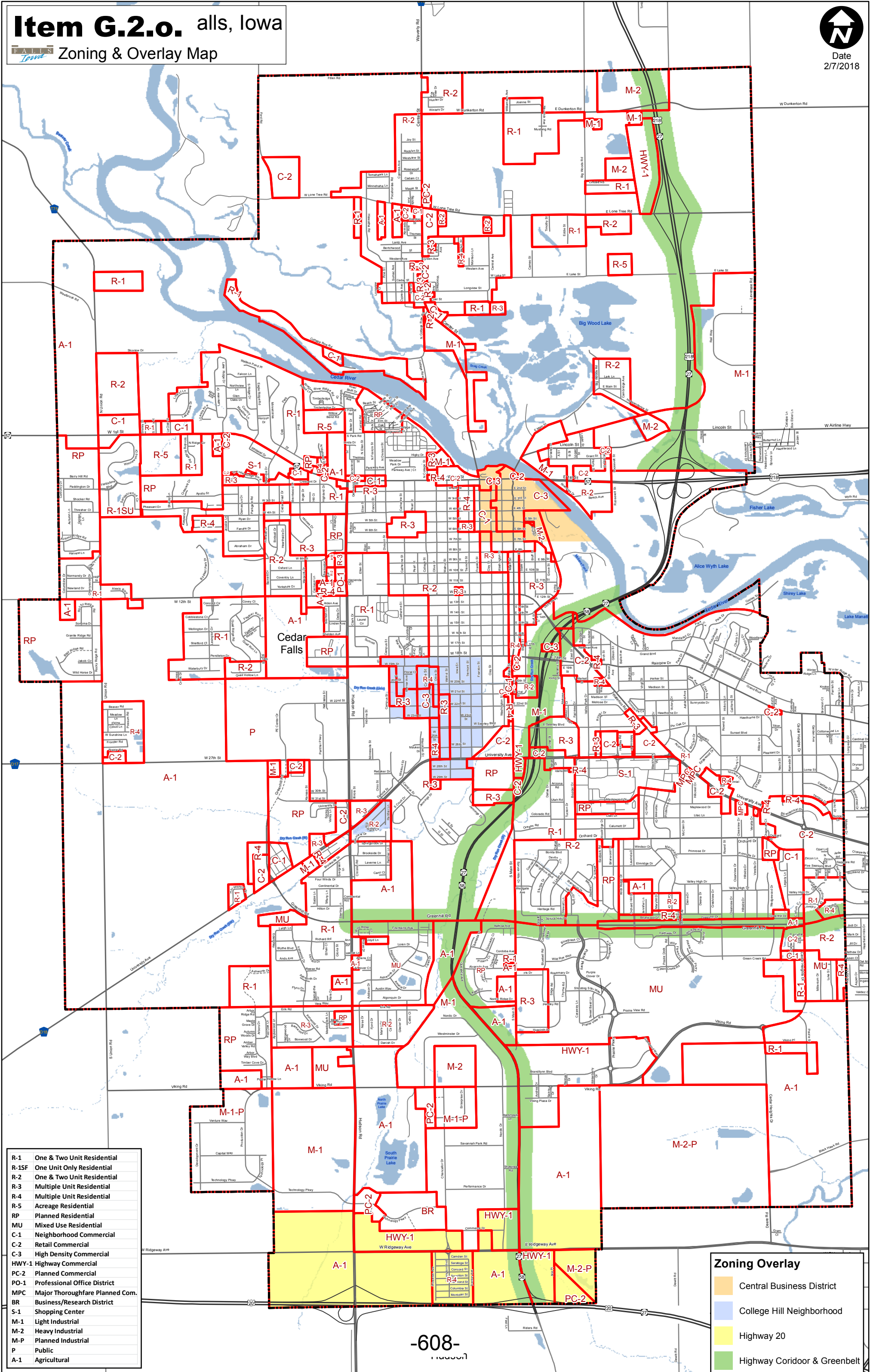
Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
<b>Woodland:</b>			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
<b>Pasture:</b>			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
<b>Cultivated:</b>			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Secs. 29-88—29-105. - Reserved.

# Item G.2.o. Zoning & Overlay Map



Date  
2/7/2018



- R-1 One & Two Unit Residential
- R-1SF One Unit Only Residential
- R-2 One & Two Unit Residential
- R-3 Multiple Unit Residential
- R-4 Multiple Unit Residential
- R-5 Acreage Residential
- RP Planned Residential
- MU Mixed Use Residential
- C-1 Neighborhood Commercial
- C-2 Retail Commercial
- C-3 High Density Commercial
- HWY-1 Highway Commercial
- PC-2 Planned Commercial
- PO-1 Professional Office District
- MPC Major Thoroughfare Planned Com.
- BR Business/Research District
- S-1 Shopping Center
- M-1 Light Industrial
- M-2 Heavy Industrial
- M-P Planned Industrial
- P Public
- A-1 Agricultural

- Zoning Overlay**
- Central Business District
  - College Hill Neighborhood
  - Highway 20
  - Highway Corridor & Greenbelt



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** March 14, 2018  
**SUBJECT:** Sale of Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa, to Midwest Development Co. and Skogman Homes.

The Community Development Department would like to request that a public hearing be scheduled for April 2, 2018 to address the proposed sale of the above referenced City owned real estate for the sum of \$88,013. The proposed project would consist of an approximate 11,000 sf. new facility being constructed for a new gymnastics center. Additional information pertaining to the land sale and the project will be provided to City Council prior to the public hearing.

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

xc: Stephanie Sheetz, Community Development Director  
Kevin Rogers, City Attorney  
Kevin Fittro, Skogman Homes  
Shane Graham, Planner II





Prepared by: David Sturch, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600

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**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION SETTING DATE OF PUBLIC HEARING AND DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING (1) ON THE PROPOSED SALE OF LOT 5, WEST VIKING ROAD INDUSTRIAL PARK PHASE II, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, TO MIDWEST DEVELOPMENT CO. AND SKOGMAN HOMES; AND (2) TO CONSIDER ENTERING INTO A PROPOSED REAL ESTATE PURCHASE AGREEMENT WITH MIDWEST DEVELOPMENT CO. AND SKOGMAN HOMES.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Midwest Development Co. and Skogman Homes, to purchase Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa, for a proposed purchase price of \$88,013.00, and on certain other terms, all as set forth in a proposed Real Estate Purchase Agreement.

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider the proposed sale of said real estate to Midwest Development Co. and Skogman Homes, and to enter into a proposed Real Estate Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 2nd day of April, 2018, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider the proposed sale of Lot 5, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa, to Midwest Development Co. and Skogman Homes, for the sum of \$88,013.00 and on certain other terms, all as set forth in a proposed Real Estate Purchase Agreement. The City Clerk is hereby directed to publish notice of said public hearing.

ADOPTED this 19th day of March, 2018.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**Item G.2.p.**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No.

\_\_\_\_\_ duly and legally adopted by the City Council of said City on the 19th day of March, 2018.

In Witness Whereof, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk of Cedar Falls, Iowa

Prepared by: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

NOTICE OF PUBLIC HEARING (1) ON A PROPOSED SALE OF LOT 5, WEST VIKING ROAD INDUSTRIAL PARK PHASE II, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, TO MIDWEST DEVELOPMENT CO. AND SKOGMAN HOMES; AND (2) TO CONSIDER ENTERING INTO A PROPOSED REAL ESTATE PURCHASE AGREEMENT WITH MIDWEST DEVELOPMENT CO. AND SKOGMAN HOMES.

To Whom It May Concern:

Notice is hereby given that on the 2nd day of April, 2018, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on the proposed sale of Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa, to Midwest Development Co. and Skogman Homes, and to consider entering into a proposed Real Estate Purchase Agreement with Midwest Development Co. and Skogman Homes, for a purchase price of \$88,013.00, and on certain other terms, all as set forth in a proposed Real Estate Purchase Agreement.

A copy of the proposed Real Estate Purchase Agreement is on file in the Office of the Cedar Falls City Clerk.

Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. \_\_\_\_\_ by the City Council of the City of Cedar Falls, Iowa on the 19th day of March, 2018.

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Jacqueline Danielsen, MMC, City Clerk

