



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, APRIL 16, 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 April 2, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
  - 1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project.
    - a. Receive and file proof of publication of notice of hearing. (Notice published April 6, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project.
  - 3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project.
    - a. Receive and file proof of publication of notice of hearing. (Notice published April 6, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 4. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project.
  - 5. Public hearing on a proposed vacation and dedication of utility easements on Lots 33 & 34 of Pinnacle Prairie Business Center North.
    - a. Receive and file proof of publication of notice of hearing. (Notice published April 6, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 6. Resolution approving and authorizing vacation and dedication of utility easements on Lots 33 & 34

of Pinnacle Prairie Business Center North.

F. Old Business:

1. Pass Ordinance #2921, 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 third & final consideration.
2. Pass Ordinance #2922, amending Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa, 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. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
    - (1) Dan Berregaard, Board of Rental Housing Appeals, term ending 05/01/2022.
    - (2) Kim Kranz, Board of Rental Housing Appeals, term ending 05/01/2022.
    - (3) Brian Bowman, Parks & Recreation Commission, term ending 06/30/2021.
  - b. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Building Inspector.
  - c. Receive and file the Bi-Annual Report of Community Main Street relative to FY18 Self-Supported Municipal Improvement District (SSMID) Funds & an FY18 Economic Development Grant.
  - d. Receive and file the plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project.
  - e. Approve the following sign related requests:
    - (1) Waterloo-Cedar Falls Annual Coin Show, temporary signs, April 23-29, 2018.
    - (2) Walk for Wishes, temporary sign, April 25-28, 2018.
  - f. Approve a request for street closures for the Iowa Shrine Bowl Parade on July 21, 2018.
  - g. Approve the following applications for beer permits and liquor licenses:
    - (1) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
    - (2) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
    - (3) CVS/Pharmacy, 2302 West 1st Street, Class E liquor - renewal.
    - (4) Prime Mart, 2728 Center Street, Class E liquor - renewal.
    - (5) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
    - (6) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - sidewalk café.
    - (7) Chad's Pizza & Restaurant, Birdsall Park Softball Complex, 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 approving and adopting amendments to Administrative Policy No. 7, City Council

## Meeting Procedures.

- b. Resolution approving and authorizing execution of an Engagement Agreement with Ahlers and Cooney, P.C. for services relating to bond sales.
- c. Resolution approving and authorizing execution of Amendment No. 1 to Memorandum of Understanding with the Iowa Department of Transportation relative to parking citation processing.
- d. Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 203 State Street.
- e. Resolution approving and authorizing execution of a First Amendment to Exclusive Concession Agreement with Alex Funke, dba Chad's Pizza and Restaurant, relative to a concession agreement for Birdsall Park.
- f. Resolution approving and authorizing execution of a Service Agreement with Farmers State Bank relative to drawdowns of Community Development Block Grant (CDBG) funds.
- g. Resolution approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) relative to updating the 1973 Area Wide Sanitary Sewer Study with a Regionalization of Wastewater Feasibility Study.
- h. Resolution waiving all building and zoning permit fees for temporary residential handicap ramps constructed by the Black Hawk County Commission of Veteran Affairs.
- i. Resolution approving and authorizing execution of a Standard Form of Agreement with I & S Group, Inc. for architectural services relative to the Co-Lab Library Project.
- j. Resolution approving and authorizing execution of six Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FY17-18 Annual Action Plan.
- k. Resolution approving an amendment to the Greenhill Village Master Plan relative to construction of townhomes in the vicinity of Greenhill Road and Hudson Road.
- l. Resolution approving and authorizing execution of an Informal Project Contract for Demolition with Lehman Trucking & Excavating, Inc., in conjunction with a nuisance abatement at 216 Iowa Street.
- m. Resolution setting May 7, 2018 as the date of public hearing on amendments to the City's FY18 Budget.
- n. Resolution setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes).
- o. Resolution setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose).
- p. Resolution setting May 7, 2018 as the date of public hearing on the proposed issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes).
- q. Resolution setting May 7, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project.

- r. Resolution setting May 7, 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 CRMS, L.L.C.
  - s. Resolution setting May 7, 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 FN Investments, L.L.C.
  - t. Resolution setting May 7, 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 Schuerman Construction, Inc.
- H. Allow Bills and Payroll.
  - I. City Council Referrals.
  - J. City Council Updates.
  - K. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
  - L. Adjournment.

**CITY HALL  
CEDAR FALLS, IOWA, APRIL 2, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 51797 - It was moved by Green and seconded by Darrah that the minutes of the Regular Meeting of March 19, 2018 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation declaring the week of April 8<sup>th</sup> - 15<sup>th</sup>, 2018 as Days of Remembrance and University of Northern Iowa Director for Holocaust and Genocide Education Stephen Gaies commented.

- 51798 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen advised that there were no agenda revisions, and noted that communications received after the Council packet was completed had been placed in front of Councilmembers and included in the back of the Council Packet Binder that is provided at each meeting for public review.
- 51799 - Mayor Brown announced that in accordance with the public notice of March 23, 2018, this was the time and place for a 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. It was then moved by Miller and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51800 - The Mayor then asked if there were any written objections filed to the proposed amendments. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Planner I Lehmann commented briefly on the proposed ordinance amendments. There being no one else present wishing to speak either for or against the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 51801 - It was moved by Green and seconded by Miller that Ordinance #2922, amending Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa, be passed upon its first consideration. Following a question by Councilmember Kruse and response by City Planner I Lehmann, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Wieland, Green. Nay: Blanford. Motion carried.
- 51802 - Mayor Brown announced that in accordance with the public notice of March 23, 2018, this was the time and place for a public hearing on the proposed sale and conveyance of Lot 5, West Viking Road Industrial Park, Phase II to Midwest Development Co. and Skogman Homes and to consider entering into a proposed

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Real Estate Purchase Agreement with Midwest Development Co. It was then moved by Darrah and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51803 - The Mayor then asked if there were any written objections filed to the proposed sale and conveyance. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Planner III Sturch commented briefly on the proposal. There being no one else present wishing to speak either for or against the proposed sale and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 51804 - It was moved by Blanford and seconded by Wieland that Resolution #21,029, approving and authorizing execution of a Real Estate Purchase Agreement with Midwest Development Co., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Midwest Development Co., 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 #21,029 duly passed and adopted.
- 51805 - It was moved by Miller and seconded by Green that the rules requiring Ordinance #2918, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, 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 #2918 duly passed and adopted.
- 51806 - It was moved by Blanford and seconded by deBuhr that Ordinance #2920, vacating a portion of Dallas Drive right-of-way, be passed upon its second consideration. 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.
- 51807 - It was moved by Wieland and seconded by Green that the rules requiring Ordinance #2920, vacating a portion of Dallas Drive right-of-way, to be considered at three separate meetings, be suspended. 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.

It was then moved by Darrah and seconded by Wieland that Ordinance #2920, vacating a portion of Dallas Drive right-of-way, 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 #2920 duly passed and adopted.

- 51808 - It was moved by Green and seconded by Kruse that Resolution #21,030, approving and authorizing execution of an Agreement for the vacation of Dallas Drive public

right of way with John G. Investments, Inc., and approving and authorizing execution of a Quit Claim Deed conveying title to vacated right of way to John G. Investments, Inc., 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 #21,030 duly passed and adopted.

- 51809 - It was moved by Darrah and seconded by Miller that Ordinance #2921, 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, be passed upon its second consideration. 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.
  
- 51810 - It was moved by Green and seconded by Wieland to remove from the table the motion by Wieland and second 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). Motion to remove from the table carried unanimously.
  
- 51811 - It was moved by Green and seconded by Wieland that Resolution #21,031, approving 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), be adopted. City Planner III Sturch commented briefly on the proposed site plan and he and City Engineer Resler responded to questions by Councilmembers deBuhr, Wieland, Darrah, Miller and Kruse.

The following individuals spoke opposed to the proposed site plan:

- Jim Skaine, 2215 Clay Street
- Ron Flory, 301 Spruce Hills Drive
- Mike Stout, 206 Spruce Hills Drive
- Jill Fisher, 203 Cordoba Avenue
- Steve Kelly, 223 Spruce Hills Drive (submitted letter after speaking)
- Kathy McCormack, 4022 South Lawn Road
- Stephen Ephraim, 327 Balboa Avenue
- Stephen Tripolino, 320 Balboa Avenue
- Teresa Martin, 4107 Stewart Lane
- Jerry Dixon, 218 Spruce Hills Drive
- Kathy Barfels, 305 Spruce Hills Drive
- Craig Fairbanks, 405 Spruce Hills Drive
- Gary McCormack, 123 Spruce Hills Drive
- Penny Popp, 4805 S. Main Street
- Redgie Blanco, 318 Alvarado Avenue
- Nino Costarella, 401 Heritage Road
- Lynn Barnes, 118 Cordoba Avenue

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The following individuals spoke in support of the proposed site plan:

Brady Gruhm, 4025 Carlton Drive  
John Dutcher (owner of Balboa Point), 1238 Clark Drive

Rosemary Beach, 5018 Sage Road, spoke about the city's motto and customer service.

The following individuals spoke on behalf of the petitioner:

Mike Schoppe, Schoppe Design Associates, 126 S. Main Street, Oswego, Illinois, spoke about the Pinnacle Prairie Business Park master plan.  
Leah Berlin, Kwik Star representative

Following a question by Councilmember deBuhr, response by Ms. Berlin and comments by all Councilmembers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Blanford, Darrah, Wieland. Nay: deBuhr, Kruse, Green. Motion carried. The Mayor then declared Resolution #21,031 duly passed and adopted.

The Mayor then announced a short recess from 9:50 P.M. to 9:58 P.M.

- 51812 - It was moved by Wieland and seconded by Darrah that Resolution #21,032, approving and authorizing execution of a Developmental Procedures Agreement with Greenhill Estates, Inc. relative to public improvements in the vicinity of the Greenhill Road and Coneflower Parkway intersection, be adopted. Following a brief explanation by Planner III Sturch, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: Kruse. Motion carried. The Mayor then declared Resolution #21,032 duly passed and adopted.
- 51813 - It was moved by Darrah and seconded by Miller that Resolution #21,033, setting April 16, 2018 as the date of public hearing on the proposed vacation and dedication of utility easements on Lots 33 & 34 of Pinnacle Prairie Business Center North, 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, Blanford, Darrah, Wieland, Green. Nay: Kruse. Motion carried. The Mayor then declared Resolution #21,033 duly passed and adopted.
- 51814 - It was moved by Darrah and seconded by Miller that Resolution #21,034, approving and authorizing execution of a Maintenance and Repair Agreement with Kwik Trip, Inc. relative to a post-construction stormwater management plan for 4515 Coneflower Parkway, 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, Blanford, Darrah, Wieland, Green. Nay: Kruse. Motion carried. The Mayor then declared Resolution #21,034 duly passed and adopted.
- 51815 - It was moved by Blanford and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of



members to Boards and Commissions:

- (1) Jeff Thompson, Board of Mechanical Appeals, term ending 12/31/2021.
- (2) Sue Armbrrecht, Civil Service Commission, term ending 04/04/2022.
- (3) Patrick Phalen, Housing Commission, term ending 12/31/2019.

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

- (1) Recognition of Board of Adjustment member Craig Schwerdtfeger.
- (2) Water Reclamation Operations overview.
- (3) 2018 PW/Parks Work Plan.
- (4) Bills & Payroll.

Receive and file Departmental Monthly Reports of February 2018.

Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project.

Receive and file the plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project.

Approve a request for a parking variance on Viking Road on April 14, 2018.

Approve the following applications for liquor licenses:

- (1) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor - renewal.
- (2) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - change in ownership.
- (3) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (April 28-29, 2018)
- (4) College Square Cinema, 6301 University Avenue, Special Class C liquor - new.
- (5) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor - new.

Motion carried unanimously.

51816 - It was moved by Blanford and seconded by Darrah to approve a request by Cedar Falls Utilities for a temporary variance from Section 18-74 of the Code of Ordinances, Prohibited noises generally, to allow painting of a water tower to occur on Sundays. Following a question by Councilmember deBuhr and response by Community Development Director Sheetz, the motion carried unanimously.

51817 - It was moved by Blanford and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,035, approving and adopting a job classification for the position of Accountant in Finance & Business Operations.

Resolution #21,036, approving and authorizing execution of a Professional Service Agreement with Dan Corbin, Inc. for quality assurance and control testing of aerial photography and LiDAR deliverables.

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Resolution #21,037, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission & Towing.

Resolution #21,038, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with The Rasmusson Company.

Resolution #21,039, approving and authorizing execution of a First Amendment to Operating Agreement for Pheasant Ridge/Walters Golf Courses and Pro Shop with John J. Bermel.

Resolution #21,040, approving and accepting the contract and bond of Municipal Pipe Tool Company, LLC for the 2018 Sanitary Sewer Rehabilitation Project.

Resolution #21,041, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Chosen Valley Testing, Inc. for construction services testing relative to a new Public Safety Building.

Resolution #21,042, approving the Certificate of Completion and accepting the work of S.M. Hentges & Sons Inc. for the Dry Run Creek Sanitary Sewer Improvements Project, Phase I.

Resolution #21,043, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Dry Run Creek Watershed Improvement Project, Phase I.

Resolution #21,044, approving and authorizing execution of a Maintenance and Repair Agreement with Fareway Stores Inc. relative to a post-construction stormwater management plan for 4500 South Main Street.

Resolution #21,045, approving and authorizing execution of a Maintenance and Repair Agreement with Sulentic-Fischels relative to a post-construction stormwater management plan for 200 West 1st Street.

Resolution #21,046, approving the preliminary plat of Western Home Communities Eighth Addition.

Resolution #21,047, approving the final plat of Western Home Communities Eighth Addition.

Resolution #21,048, setting April 16, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project.

Resolution #21,049, setting April 16, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project.

Resolution #21,050, setting April 10, 2018 as the date of consultation and May 7,

2018 as the date of public hearing on a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

Resolution #21,051, determining the necessity, and setting April 10, 2018 as the date of consultation and May 7, 2018 as the date of public hearing, on a proposed plan for the proposed South Cedar Falls Urban Renewal Area.

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, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,035 through #21,051 duly passed and adopted.

51818 - It was moved by Blanford and seconded by Miller that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.

51819 - It was moved by Darrah and seconded by Blanford to direct staff to investigate placement of additional landscaping on the north side of the Greenhill Road corridor. Motion carried unanimously.

It was then moved by Kruse and seconded by deBuhr to refer to the Committee of the Whole the removal of gasoline stations as a permitted use in the MU-Mixed Use Residential Zoning District. Following a question by Councilmember Darrah and response by Community Development Director Sheetz, the motion failed 3-4, with Miller, Blanford, Wieland and Green voting nay.

51820 - Councilmember Wieland requested clarification of ex parte communications and how to better communicate with citizens.

51821 - Penny Popp, 4805 S. Main Street, expressed appreciation for time & consideration of Kwik Star issue.

Jim Skaine, 2215 Clay Street, commented on the University Avenue reconstruction.

Joe Bohr, 1310 Washington Street, commented on the expansion of the downtown Farmers Market.

Redgie Blanco, 318 Alvarado Avenue, commented on how public information is compiled and presented, and inquired about enforcement of decisions.

51822 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 10:22 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: 319-268-5161  
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 27, 2018

**SUBJECT:** 2018 Permeable Alley Project  
ST-105-3094  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Permeable Alley Project.

I would recommend setting Monday, April 16, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, May 1, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by April 6, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on April 6, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the construction of a permeable alley from Franklin Street to Tremont Street between W. 15<sup>th</sup> Street and West 16<sup>th</sup> Street. The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

The total estimated cost of the 2018 Permeable Alley Project is \$73,036.75. The funding for the alley project will be provided by the Storm Water Fund and Street Construction funds.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or at the Engineering Division of the Department of Community Development.

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  
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**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** March 27, 2017

**SUBJECT:** Campus Street Box Culvert  
City Project Number BR-101-3043  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications and Estimate of Costs and Quantities for the Campus Street Box Culvert Project.

I would recommend setting Monday, April 16, 2018 at 7:00 p.m. as the date and time for the Public Hearing on this project and May 1, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by April 6<sup>th</sup>, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on April 6<sup>th</sup>, 2018 allowing more than three (3) weeks of review before contract letting.

This project involves the removal of existing bridge structure, placement of new double cell 14' x 6' precast RCB culvert, creek channel excavation, erosion control measures, and reconstruction of portions of one (1) City Street.

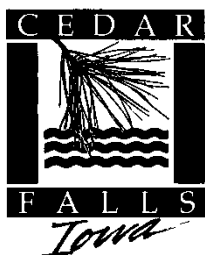
The total estimated cost for the construction of this project is \$356,032.70. The funding for this project will be provided by Storm Water Funds.

The Plans, Specifications and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

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  
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:** April 11, 2018  
**SUBJECT:** Easement Vacation and Dedication Request

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**REQUEST:** Easement Vacation and Dedication  
**PETITIONER:** Kwik Star Convenience Store and Fareway Grocery Store  
**LOCATION:** Lots 33-34 Pinnacle Prairie Business Center North

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PROPOSAL

This property is located on Lots 33-34 of the Pinnacle Prairie Business Center North development, which is at the southeast corner of the intersection of Coneflower Parkway and Greenhill Road. This item includes the vacation of a utility easement between Lots 33 and 34. The proposal also includes the dedication of a 10-foot wide utility easement in Lot 33.

BACKGROUND

Kwik Star Inc, submitted a site plan for the development of Lots 33-34 in Pinnacle Prairie Business Center North. Kwik Star proposes a store on Lot 34 and the east half of Lot 33. The existing utility easements along the interior lot lines need to be vacated and new utility easements are dedicated on the new lot line. This site plan and easements were 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, etc.) 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 that this item was discussed at the previous Planning and Zoning meeting and he reviewed the details of the site plan and

## Item E.5.

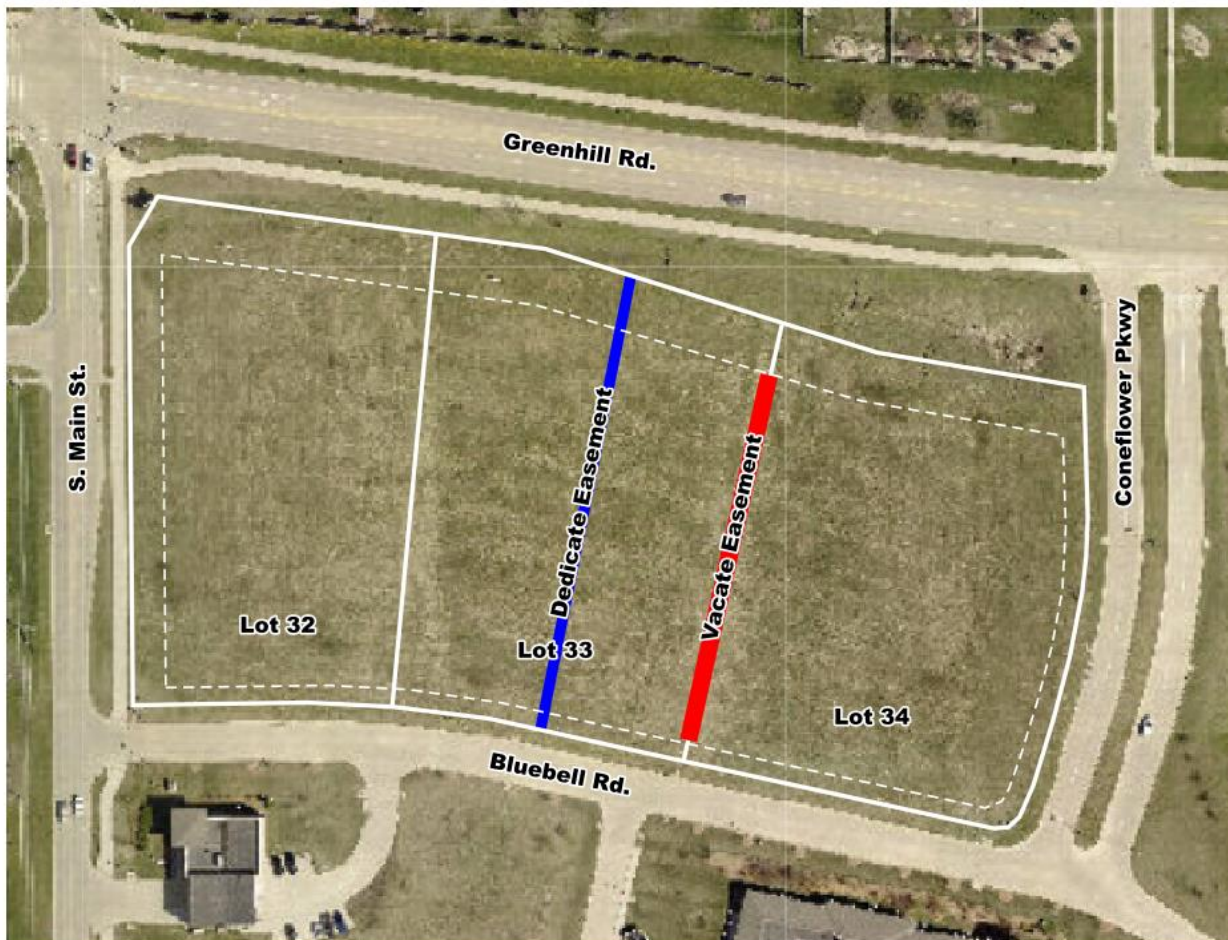
easement vacation.

There were several members from the public that provided comments on the site plans for Kwik Star and Fareway. There were no comments on the proposed utility easement and vacation request.

The comments ended and the Commission approved the easement vacation and dedication request.

### STAFF RECOMMENDATION

The Department of Community Development recommends approval of the utility easement vacation and dedication.



**ORDINANCE NO. 2921**

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 F.1.

## 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

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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.

INTRODUCED: \_\_\_\_\_ March 19, 2018 \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ March 19, 2018 \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_ April 2, 2018 \_\_\_\_\_

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

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

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

ATTEST:

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





Prepared by: Iris Lehmann, Planner I, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

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**ORDINANCE NO. 2922**

**AN ORDINANCE REPEALING CHAPTER 29, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW CHAPTER 29 ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.**

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

*Section 1.* Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following Chapter 29, Zoning, is enacted in lieu thereof, as follows:

**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.

**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.

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*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 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 structure containing one or more units used, intended, or designed for occupancy by persons, including any attached appurtenances.

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*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 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-unit* means a structure containing one dwelling unit.

*Dwelling, single-unit bi-attached* means a dwelling designed for or occupied by one 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.

*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

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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:

- (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

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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.

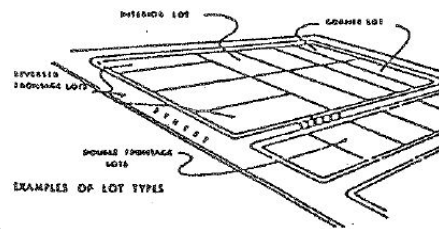
*Lot, double frontage* means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

*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.

*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;



- (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-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-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.

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*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.

*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.

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*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 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.

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*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.

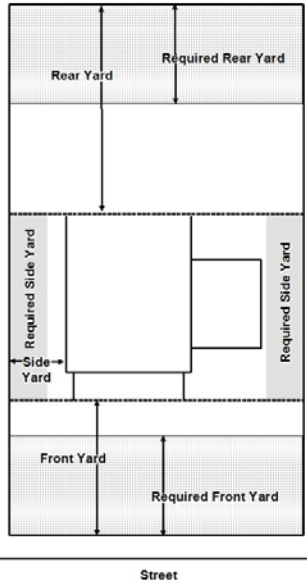
*Violation* means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

*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.

*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.

**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.

**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

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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.

**Secs. 29-5—29-30. - Reserved.**

## **ARTICLE II. - ADMINISTRATION AND ENFORCEMENT**

### **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.

#### **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.

**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.

**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.

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- (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.

**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

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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.

**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.

**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.

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- (9) Notify the Federal Insurance Administration of any alterations or modifications to the city's boundaries.

**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.

### **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.

### **Secs. 29-40—29-55. - Reserved.**

## **DIVISION 2. - BOARD OF ADJUSTMENT<sup>[2]</sup>**

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.

### **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.

**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

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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.

### **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.
- (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.

### **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.

**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.

**Sec. 29-78. - Use of existing lots of record.**

In any district where dwellings are permitted, a single-unit 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-unit 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.

**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

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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-unit dwellings and two-unit 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.

### **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.

### **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.

### **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.

### **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-unit 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.

**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.

**Sec. 29-85. - Enclosing of open porches.**

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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.

### 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.
  - (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.

**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-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.

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- (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.
- (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).

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)

<p><b>EXAMPLE:</b> Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p><b>PROCEDURE:</b> 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
<b>Residential:</b>	
Single-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
Suburban	0.25—0.40
<b>Business:</b>	
Downtown areas	0.70—0.95
Neighborhood areas	0.50—0.70
<b>Industrial:</b>	

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	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



	Rolling	0.40	0.60	0.70
	Hilly	0.52	0.72	0.82

**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-1SU	Single-Unit 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

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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

### Sec. 29-107. - District boundaries.

#### (a) *Zoning maps.*

- (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.

**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.

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- (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.

### **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 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.

### **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.

### **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.

### **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

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or structures located in the floodplain that are damaged by flood is further governed by Sections 29-155 and 29-156 of this chapter.

**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.

### **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-unit dwelling and 50 feet width for two single-unit dwellings or for a duplex dwelling or multi-unit dwellings.
- (e) No duplex residence or multi-unit 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-unit dwellings or where the prevailing use of properties on the same block (50 percent or more of all properties) are single-unit residential dwellings. In those cases where it is appropriate to establish a lot for an allowable duplex or multi-unit use, an access easement measuring at least 50 feet wide shall be provided to not more than one duplex or one multi-unit 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-unit residential structure. A driveway measuring at least 20 feet width to permit two-way traffic shall be provided for lots where two single-unit dwellings are being created or where a duplex residential dwelling or multi-unit 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-unit dwelling is established (i.e. for multiple dwellings, duplex or multi-unit 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.

**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.

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- (3) An accessory structure serving principal single-unit or two-unit 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 ( $LW \times RY \times .45 = \text{maximum allowable square footage}$ ). 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-unit, duplex, and multi-unit 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 multiunit 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.

(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.

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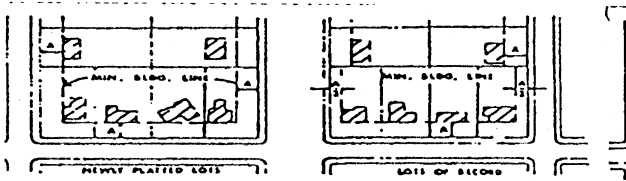
All pre-existing detached accessory structures that are damaged or destroyed more than 50 percent of their value by fire, flood, tornado, storm, explosion, war, riot, or act of God shall be allowed to be re-established on the same building footprint as previously existed before the damage occurred.

- (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:
- 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.

**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

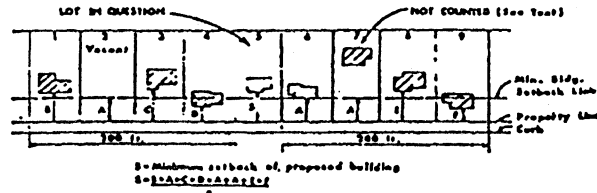
**Sec. 29-117. - Front yard setback for developed blocks in R districts.**

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

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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.

### METHOD OF COMPUTING BUILDING SETBACK IN A DEVELOPED BLOCK



(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.

#### **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.

**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.

#### **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.

**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-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.

**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;
  - (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;

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- (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

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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.

- 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

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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 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.

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- (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:
  - 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:

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- (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 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.

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- 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.
  - 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
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	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.

**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

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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 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 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:

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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 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.

### **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.

### **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.

**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

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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 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 unit 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.

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- (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 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.

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- 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.
  - (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-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.

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- 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 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.

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- (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 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.

**Sec. 29-128. - Prohibition on conversion of single-unit residences located in R-1 and R-2 residence districts to two-unit dwelling units.**

Notwithstanding the provisions of any other section of this chapter, no existing single-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

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accommodating the creation or establishment of a second separate dwelling unit within, around or adjacent to the original single-unit residential structure.

**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.

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 ( $\frac{1}{4}$ ) 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:

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- (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 ( $\frac{1}{4}$ ) mile from any residence as measured from property line to property line.
- (11) Residential dwellings, limited to no more than one-unit or one two-unit 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 Unit	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.

### Sec. 29-142. - R-1SU single-unit residence district.

In the R-1SU single-unit residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
  - a. Single-unit dwellings.
  - 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-1SU single-unit residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth <sup>1</sup>	Side Yard Width <sup>2</sup> (Least on Any One Side)	Rear Yard Depth
Single-unit	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.

**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-unit 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.

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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 than 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 Unit	Front Yard Depth <sup>1</sup>	Side Yard Width (Least on Any One Side) <sup>2</sup>	Rear Yard Depth
One-unit dwellings	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Two-unit dwellings	10,000 sq. ft.	80 ft.	5,000 sq. ft.	30 ft.	10% of lot width	30 ft.
One-unit 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.

<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.

### 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 Unit	Front Yard Depth <sup>1</sup>	Side Yard Width (Least on Any One Side) <sup>2</sup>	Rear Yard Depth
One-unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two-unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One-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.

**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 lodgishouses.
  - 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.

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- (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 Unit	Front Yard Depth <sup>1</sup>	Side Yard Width <sup>2</sup>	Rear Yard Depth
One-unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two-unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One-unit bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Multunit	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.

### 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 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-unit	6,000 sq. ft.	60 ft.	6,000 sq. ft.	20 ft.	10% of lot width	—	30 ft.
Two-unit	7,200 sq. ft.	60 ft.	3,600 sq. ft.	20 ft.	10% of lot width	—	30 ft.
One-unit bi-attached dwellings	4,000 sq. ft.	30 ft.	4,000 sq. ft.	20 ft.	20% of lot width		30 ft.
Multiunit and other permitted uses:							
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.

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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-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.

### 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-unit 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 Unit	Front Yard Depth <sup>1</sup>	Side Yard Depth	Rear Yard Depth
One-unit	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>
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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 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.

**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.
- (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.

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- 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.

### **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.
- 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.

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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 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 permitted uses				25 ft.	None required except when adjoining any R district, in which case not less than 10 ft.		No less than 10 feet

<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.

**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.

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- 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:

- 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 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.	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		<sup>5</sup>

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					10 ft.	
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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 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.

### 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.



i. 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 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 Unit	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			

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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.						

### 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.
  - 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 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				Same as specified in the R-4 district		

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auto courts						
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 off-street loading space, the area above such an enclosure may be used for building purposes.

### 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.

(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.

**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.

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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 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.

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- 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).

### 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:
    - [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.

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- (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.

**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
  - 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.

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- (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.
- 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.

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- (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.

**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.

**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

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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.

**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 unit in any one- and two-unit areas in the planned residence district shall be the same as in the R-4 residence district.
  - c. Lot area requirements in the multiple-unit 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.*
- 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

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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.

### **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>	<i>Shall require that:</i>
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>
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

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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 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.

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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 unit 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.
    - 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:

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- 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.

### **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.*

- (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) *Change in use:* Change in use shall include residential uses changed from single-unit to two-unit or two-unit to multi-unit 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).
- (3) *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 unit.
- (4) *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.
- (5) *Landscaped area:* An area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.
- (6) *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."[])
- (7) *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-unit residential neighborhood surrounding the campus area has been transformed into a mixture of single-unit, duplex and multiple unit 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.

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- (8) *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.
- (9) *Parking lot*: That area improved and designated or commonly used for the parking of three or more vehicles.
- (10) *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.
- (11) *Premises*: A lot, plot or parcel of land including all structures thereon.
- (12) *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.
- (13) *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.
- (14) *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-unit residence shall be considered a substantial improvement. Bedroom additions to single-unit 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-unit residential structures without requiring additional on-site parking.
  - 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-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.

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- 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-unit residence*: Two parking stalls per residence.
- b. *Two-unit residence*: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
- c. *Multi-unit 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.
- 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-unit 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-unit or two-unit 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-unit 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

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or similar open areas. Examples of such a parking lot would be one designed with a multiple unit 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 unit or two-unit 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 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-unit residence; a two-unit residence; or a multi-unit 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 unit, two-unit or multi-unit 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

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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

<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-unit 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-unit) or multi-unit 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

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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-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.
  - 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-unit 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-unit 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:
- 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-unit 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.

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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-unit 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-unit residential dwellings.*
- a. For multiple unit 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.
  - 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;

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- 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.

**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.
  - 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-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. Launderette.
  27. Locker plant for storage and retail sales only.
  28. Music store.
  29. Paint and wallpaper store.

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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:*

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

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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.

### **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.

- (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

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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 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 greater	5 points

Conifers	
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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 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.

**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.

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- (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.

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

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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	
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.

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- 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.

### **Sec. 29-164. - MU, Mixed Use Residential District.**

- (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-unit residences including manufactured housing.
  - (2) Multiple unit 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-unit residential development. Furthermore, no portion of a designated detached single-unit development may begin construction until construction has begun in other areas (i.e. multi-unit, 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.

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- (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 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

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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

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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 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.

#### **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.

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- (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.
  - (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.

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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:

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,

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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:

- 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.

### **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-unit 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-unit and two unit 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

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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.
- (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.



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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:

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

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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.

(5) *Residential component.* If the development plan contains a residential/multi-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.

**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

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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.

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- (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

<i>Shrubs</i>	
5 gallon or greater	10 points

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2 gallon or greater	5 points
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<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 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.

**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

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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 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-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

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consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:

- (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 unit and two-unit residential structures within the district shall be exempt from this provision. Other multi-unit 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.

**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.

**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.

**Sec. 29-177. - Offstreet parking spaces.**

- (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

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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 unit, including mobile home units.* Two parking spaces per dwelling unit.
- (12A) *Dwelling, single unit, 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 unit, including single unit bi-attached dwellings, multi-unit 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.

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- (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.
- (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-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-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

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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.

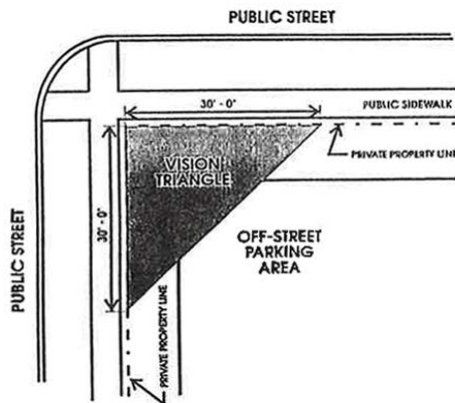
- (e) *General development standards.* Every parcel of land used as a public or private parking area, parking space or parking lot, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
- (1) With the exception of parking garages or structures 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 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-unit 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

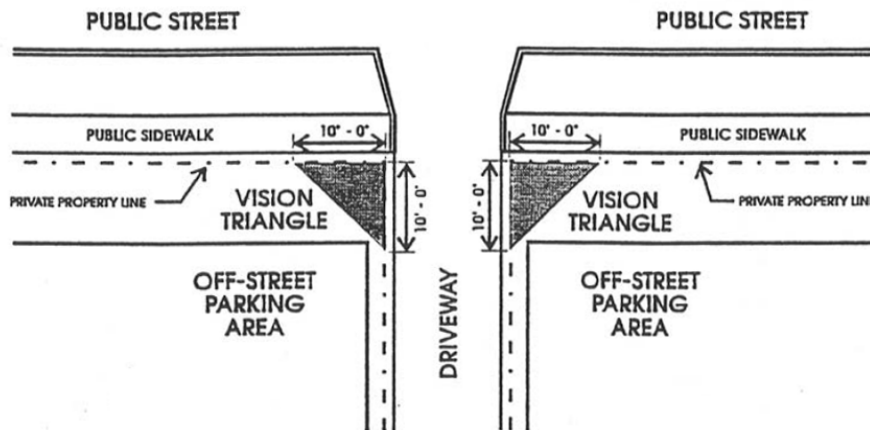
- (7) When an accessway or driveway intersects a public right-of-way or when a parking lot, area or space abuts any public right-of-way, screening or landscaping shall not exceed three feet in height above the driveway surface and no structure, sign or vehicle shall be allowed in the triangular area 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**

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- 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 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-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 parking lot is designed to contain fewer than ten parking stalls.
  - 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:*
- 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%
1 - for all single unit and two unit dwellings		

---- 1 - for all single unit and two unit dwellings.

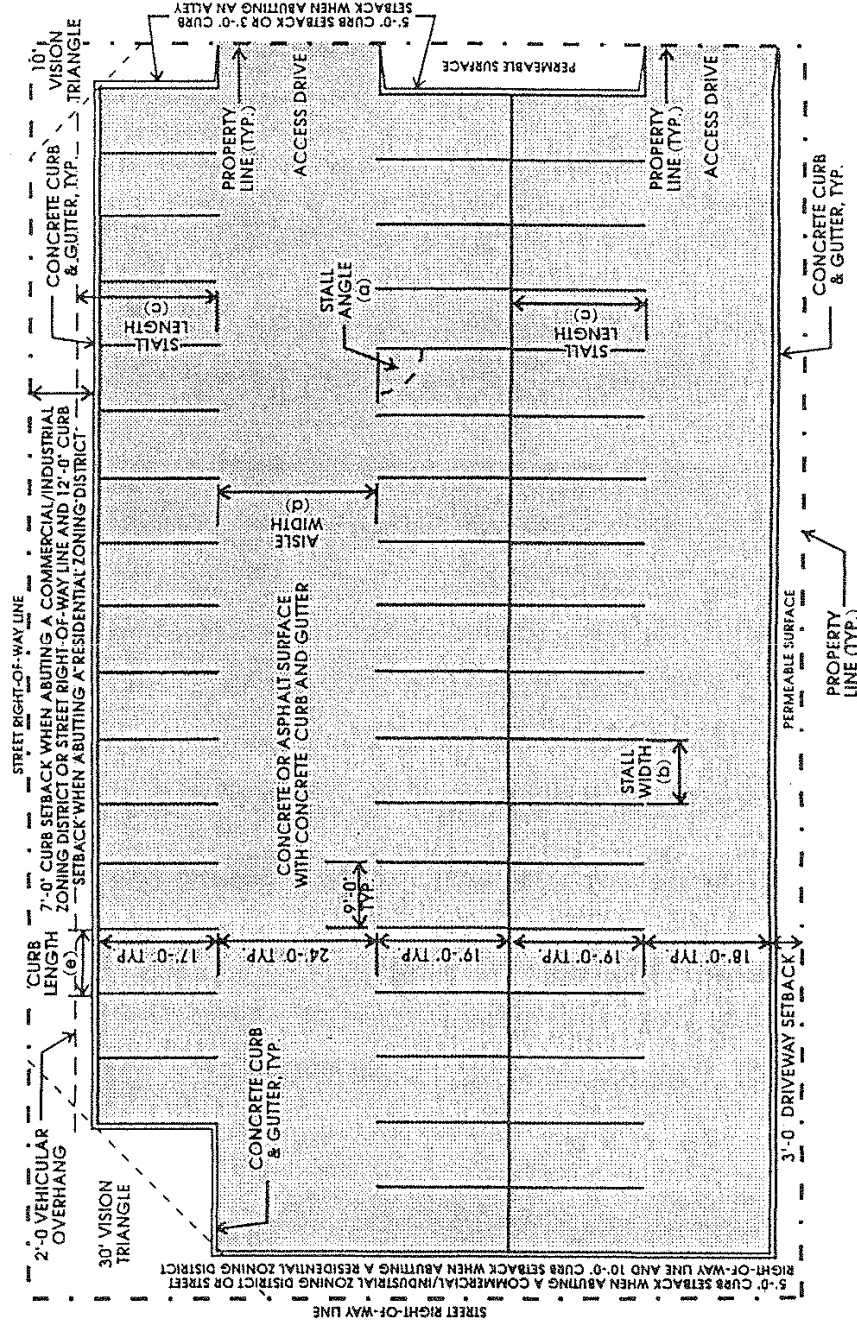
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- (7) In the case a parking area or parking lot cannot meet the provisions of section 29-177(g)(6) then review and approval by the city council after recommendation of the city planning and zoning commission is required. The criteria for which additional 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-unit dwellings, duplexes, mobile homes, townhouses or multiunit 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.

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# 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-unit or two-unit 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

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parking lot containing three or more parking stalls is established in the rear yard of a two-unit 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 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 unit 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.

**Sec. 29-178. - Filling stations; public garages and parking lots.**

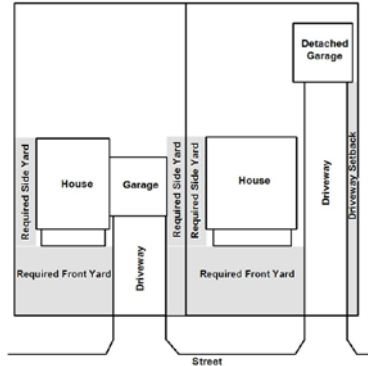
- (a) *Location of entrances and exits.* No gasoline filling station or commercial customer or employee parking lot for 25 or more motor vehicles, or parking garage or automobile repair shop, shall have an entrance or exit for vehicles within 200 feet along the same side of a street of any school, public 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.
- (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.

**Sec. 29-179. - Residential driveways: criteria for design and location in front yards and side yards in residential districts.**

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Allowable residential driveways are set forth below.

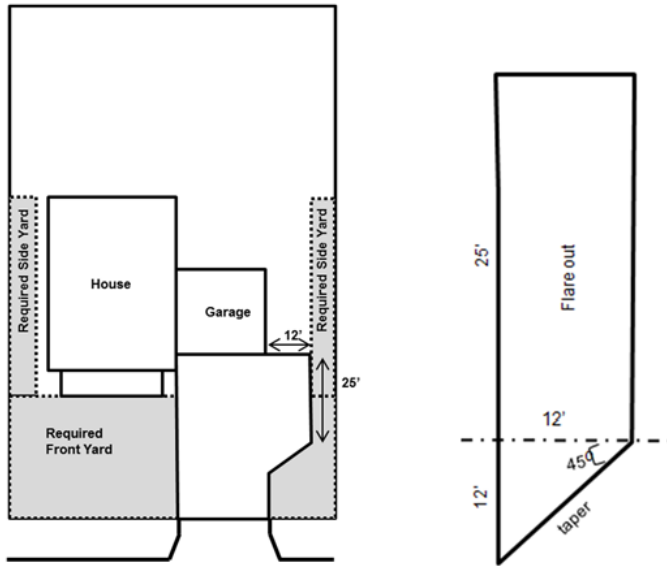
- (a) An access from the public street, maintaining a three-foot setback from the property line (see section 23-168), that is established to provide vehicular parking at a single-unit or two-unit residential dwelling. It may also provide access to an attached residential garage, or to a detached residential 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.



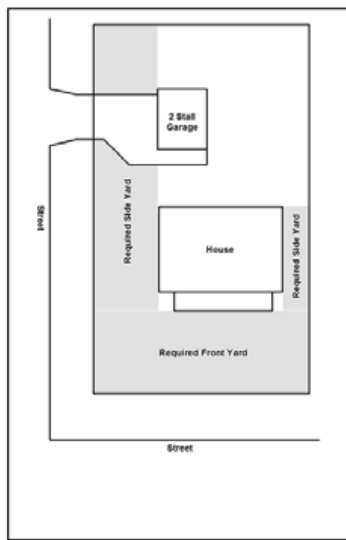
**Figure 5**

- (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**



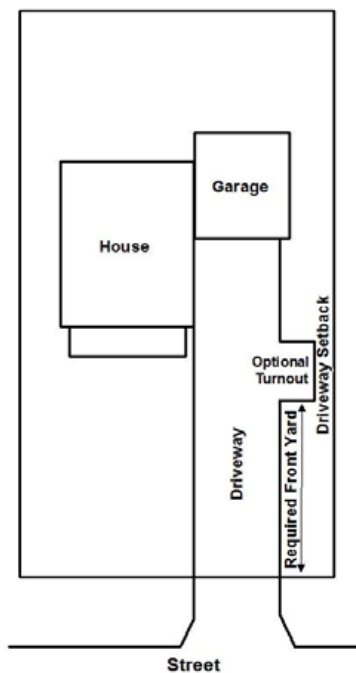
**Figure 7**

(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:

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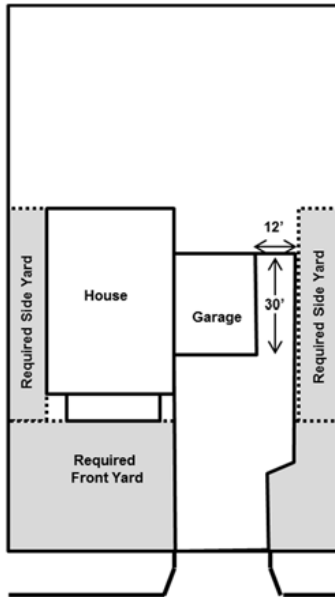
- i. A ten to 15-foot wide driveway is allowed up to 18 feet beyond the driveway.
  - ii. A 15-foot or wider driveway is allowed up to nine feet beyond the driveway.
- (3) It is a maximum of ten feet long, parallel to the driveway.
  - (4) If located to the side yard, it is a minimum of three feet from 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.
    - e. It is located only on one side of the building along which it is located.

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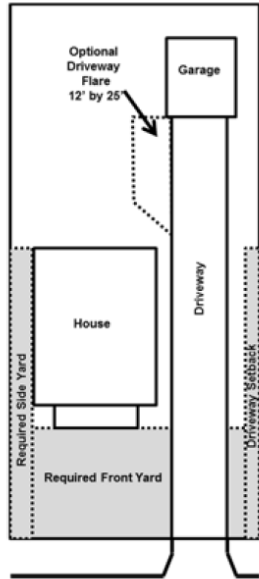


Figure 10

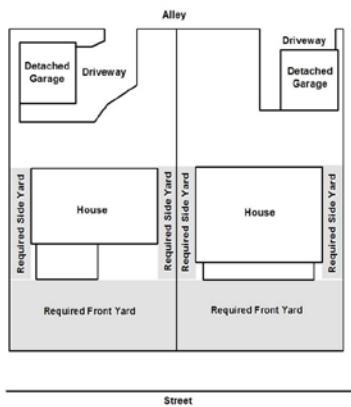


Figure 11

- (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.



**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.

### **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.

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*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.

*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.

**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.

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- (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.
- (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.

### **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.

**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.

**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.

**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.

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- b. Accessory signs identifying principal permitted uses, other than single unit and two unit 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:
      - 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.





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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 20 sq. ft.			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.						
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								
<p>□ = Sign type permitted within the designated zoning district.</p> <p>X = Sign type not permitted within the designated zoning district.</p>															

*Note:* Some restrictions pertain to individual sign types within certain zoning districts. Reader is cautioned to confirm permissible signs with the text.

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INTRODUCED: \_\_\_\_\_ April 2, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 2, 2018 \_\_\_\_\_

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

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

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

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

ATTEST:

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



MAYOR JIM BROWN

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

**MEMORANDUM**  
 Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** April 10, 2018  
**SUBJECT:** Reappointments

I am recommending the following reappointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Dan Berregaard	Board of Rental Housing Appeals (reappointment)	05/01/2022
Kim Kranz	Board of Rental Housing Appeals (reappointment)	05/01/2022
Brian Bowman	Parks & Recreation Commission (reappointment)	06/30/2021



**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

April 11, 2018

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

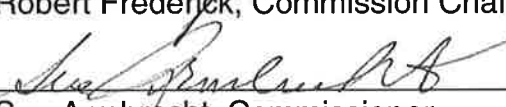
Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Building Inspector. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

	<u>Applicant Name</u>	<u>Combined Avg. Test Score</u>	<u>Veteran's Preference</u>	<u>Total Points With Preference</u>
1.	Scott Duncombe	544	38	582
2.	Joel Wardell	576		576
3.	Steven Hostetler	547		547

Respectfully Submitted,

  
\_\_\_\_\_  
Robert Frederick, Commission Chairperson

  
\_\_\_\_\_  
Sue Armbricht, Commissioner

\_\_\_\_\_  
John Clopton, Commissioner

Orig: Jacque Daniels, City Clerk

Cc: Stephanie Sheetz, Director of Community Development  
Craig Witry, Inspection Services Manager  
Civil Service Records





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**

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**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** April 13, 2018  
**SUBJECT:** FY18 Community Main Street

As you are aware, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY18 filed by Cedar Falls Community Main Street. With the report being filed, you will see the second ½ payment for their SSMID funding and their second ½ payment for their economic development grant is listed on the council bills to be processed.

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







206 Main Street, Suite B  
Cedar Falls, Iowa 50613

Phone: 319-277-0213  
communitymainst@cfu.net  
www.communitymainstreet.org

2017-2018  
Board of Directors:

Lea Ann Saul, Chair  
Audrey Dodd  
Matt Dunning  
Crystal Ford  
Wynette Froehner  
Ty Kimble  
Dan Lynch  
Jess Marsh  
Amy Mohr  
Clark Rickard  
Stephanie Sheetz  
Julie Shimek  
Brad Strouse  
Pam Taylor  
Dawn Wilson

April 10, 2018

Mayor Brown and Council Members  
City of Cedar Falls, IA  
Cedar Falls City Hall  
220 Clay Street  
Cedar Falls, IA 50613

RE: SSMID and Economic Betterment Funding

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization’s pursuit of “economic vitality in the context of historic preservation.”

In this report you will find the following information:

- Context for the organization
- Organizational accomplishments
- Near-term outlook
- Key indicators
- Board & committee list
- Financial statements
- One-page summary documents
- Staff reports

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a downtown district with appreciated real estate values, a reputation as a great destination, and as a source of community pride.

With the submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and the second half of the previously awarded Economic Betterment Grant for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Sincerely,

Carol Lilly,  
Executive Director  
Community Main Street



## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
Community Main Street  
April 15, 2018

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**Name of Organization: Community Main Street**

**Project Description, (as outlined in the contract dated April 12, 2017 between Cedar Falls Community Main Street and the City of Cedar Falls, Black Hawk County, Iowa):**

In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for the streetscape improvement project. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic development effort for the district described in their application.

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

**Grant Amount:** \$10,000 and \$3,000 for the implementation of streetscape improvements.

**Address of Organization:**

**Street:** 206 Main Street, Suite B

**City:** Cedar Falls **State:** Iowa **Zip:** 50613

**Phone:** 319-277-0213 **Email:** cmsdirector@cfu.net

**What is the mission of your organization?**

**Mission:** Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

*Last Revised November 12, 2014*

**Do you consider your organization/project a success in fiscal year 2017? Why?**

The past six months (October 2017-March 2018) have been a successful period for Community Main Street, as details contained in this report will show.

**Context:** In 1987, individuals who believed in the potential of downtown formed a community group, Community Main Street. Now 31 years later, we benefit from that group's vision every day. Throughout the last several years, our organization has earned national and state awards, including recognition as a model Main Street program. This work has been accomplished by thousands of volunteer hours, and the investment of public and private dollars.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
Community Main Street  
April 15, 2018

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However, the work of Community Main Street is not complete. The nature of the area and task requires continual renewal and engagement by the community not only to maintain, but also to progress in the pursuit of its mission.

**Does the outcome of this grant funding to your operation/project align with the Economic Development Fund goals of complimenting Cedar Falls economic development efforts? Explain.**

Community Main Street's use of grant funding compliments the effort of the City in a variety of ways.

***Past Six Months (October 2017-March 2018)*** – The downtown district continues to attract significant investment by private individuals and public funds. During this reporting cycle, there has been ***\$787,685 in private investment for facades, renovation and rehabilitation*** of downtown commercial properties on 18 different projects within the district. Another ***\$2,200,000 was invested in property acquisition*** in the district. Projects are underway for business additions and expansions in the coming months. Since the October 2017 reporting cycle, the district has seen an increase in the job growth category with ***46.5 full time equivalent jobs gained*** in the district. There has been ***a net increase of 8 new businesses*** in the district. This reflects a strong demand to locate within the downtown district. The current economic climate for existing businesses, retail in particular, is cautionary with business owners electing to work more hours themselves than add employees to cover operational hours. We must also recognize this rapid growth will tax our current ability to maintain our present level of service to our constituents. Navigating through this time of growth, including addressing parking availability, continues to be paramount to the continued success of the downtown.

**Did receipt of an Economic Development Fund grant enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?**

Continued program accreditation by Main Street Iowa through adherence of the Main Street Approach is a key component to our success, providing State resources and tools specifically designed to impact the small, independent businesses currently thriving in the downtown district. City funding is one of 10 points necessary to maintain accreditation.

The accomplishments of Community Main Street may be understood through a series of data points that clearly illustrate an increase in economic vitality in the historic context through the four-point "Main Street" approach that has been the hallmark of the Cedar Falls program:

- Design and historic preservation
- Business development and retention
- Promotion and marketing
- Member development, training and communication

## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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**Please provide a summary of activities completed in fiscal year 2017 by your organization/project.**

Accomplishments from **October 2017 – March 2018** in context of the four points listed above:

***Design and historic preservation (Design Committee initiatives)***

The primary initiative is to capitalize on all aspects of design that affect the downtown's image, unique historical assets, heritage and distinct aesthetic character to create an attractive, coordinated district. Community Main Street is instrumental in creating and supporting the historic preservation ethic in our community and works regularly with the Historical Society, Historic Preservation Commission, UNI's Department of History and other agencies interested in preserving and promoting our historic assets.

***During this reporting cycle CMS:***

- Provided local design assistance to six property and/or business owners
- Coordinated a "One Bag Challenge" fall cleanup campaign
- Worked with city staff to update and improve the blade sign policy as it relates to the overlay
- Funded and facilitated volunteer fall decorating effort with retailers for the second annual month long "Funtober" series of events
- Facilitated removal of fall decorations
- Funded and facilitated the volunteer effort to decorate the district for the holidays including lighting, greenery, and banners
- Coordinated volunteer efforts to remove holiday decorations
- Currently working closely with city staff in the effort to update the downtown overlay ordinance
- Planned and executed the Historic District Ribbon Cutting to acknowledge the designation which was achieved on Oct. 2
- Worked with Iowa Department of Transportation and Cedar Falls Tourism to determine placement of brown directional signage for the Downtown Historic District (locations selected with installation planned this spring)
- Continued coordinating use of Gum Buster by downtown businesses and volunteers, and purchased supplies necessary to run it
- Submitted Challenge Grant to Main Street Iowa for public restrooms at MU2 for the public plaza (funding not secured)

***Business development and retention (Business Improvement Committee initiatives)***

The vacancy rate for the downtown district remains relatively low with few spaces available to lease. Proprietors continue to report consistent sales. Business and property owners have felt the impact of increased property assessments through the increased costs of doing business, a struggle for some small proprietors. Since the

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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October bi-annual report, 8 new businesses have opened in the district (Sub City, Brass Tap, Nicole Harness Photography, Paladin Group, Glen Henry, StoCo, Transcend, World Wide Wellness, Figaro Figaro, Main Street Fitness) One business closed during this period (Boardwalk Deli) and 1 moved out of the district (NXT Bank)

Businesses within Mill Race are numerous, but not included in our permanent business count. Working with Mill Race staff in support of the entrepreneurial community has become a priority. As the Mill Race tenants transition from the start up and growth stages to established and expansion stages, our expertise kicks in and our strong relationship with Mill Race will ensure businesses have support throughout their business life cycle.

The expansion of the district through construction projects, both those planned and those underway will continue to greatly impact the district. Communicating staging and parking management strategies to both the downtown businesses and their patrons will help businesses survive the short-term inconvenience for long-term gain. Community Main Street's facilitation of communication throughout the construction process will continue to be a key to maintaining ongoing support from and for downtown businesses.

Recent property sales within the district are indicative of the desire to own property in the downtown area. One property sold for \$2,200,000 (old broom factory site)

The six primary initiatives have been undertaken: (1) Educating property and business owners of grant and tax credit options for rehabilitation and of business development opportunities to help keep the locally owned, unique shops viable and continue to set our downtown apart from others across the state; (2) ongoing opportunities for continuing education through relevant and timely seminars; (3) deepening partnerships/relationships between downtown merchants to create and support a healthy mix of merchants, product lines, and services; (4) monitoring and communicating legislative issues that directly affect our locally owned, small businesses and property owners; (5) fostering the next generation of downtown supporters; and (6) bringing awareness of businesses located "off Main" to the public. All six projects have the benefit of an inclusionary process and community development.

***During this reporting cycle CMS:***

- Welcomed eight new proprietors to our community
- Hosted local "Open 4 Business" competition to select one business to advance to state competition
- Communicated benefits of historic district designation to property owners (historic tax credits for contributing buildings within the district)
- Unveiled a downtown district brand independent of the Community Main Street brand to clearly communicate size and business opportunities

## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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April 15, 2018

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- throughout the entire district (Join project with Promotion); created marketing materials and made them available to all stakeholders for their use
- Provided downtown stakeholders with both formal and informal updates on construction projects
  - Partnered with CF Tourism Bureau to bring a customer service educational seminar opportunity to our downtown businesses
  - Supported Small Business Saturday campaign by providing gift certificates to be used as prizes to encourage shopping small during the holiday season
  - Acted as the “neighborhood champion” for the national Small Business Saturday initiative securing free marketing materials and promotional items to use as part of a local campaign
  - Three staff members attended advanced Main Street Iowa training and two attended the National Main Street conference
  - Two volunteers attended the National Main Street conference
  - Represented Main Street/small business group on the Regional Entrepreneurship project facilitated by UNI
  - Promoted webinar training opportunities to merchants
  - Participated in Greater Cedar Valley Alliance meetings and activities

### ***Promotion and marketing (Promotion Committee initiatives)***

The district’s well being is dependent on increased use and an ever-increasing constituency connected to downtown Cedar Falls. Several key strategies and events support this objective. A key initiative has been to coordinate committee efforts to bring a variety of events and activities to the district. Total expenditures on events during this reporting period were over \$47,000.

Organizationally, Community Main Street has a defined brand and identity. In our early years, we branded downtown using “Main Street” as a central marketing message. In recent years, we have transitioned to “Downtown Cedar Falls” or “Cedar Falls Downtown District” messaging. During January and February Community Main Street launched the new downtown Cedar Falls brand using creative components based upon data and demographics identified during the yearlong project. The \$10,024 advertising investment will help extend the economic benefits of a Main Street to location to businesses on parallel and cross streets of Main Street. These expenses are in addition to the \$74,000 event expenditures identified above.

### ***During this reporting cycle CMS:***

- October 5 – Girls’ Night Out
- October 7 – assisted with the Pink Ribbon Run
- October 14 – assisted with the Cedar Valley Endurance Festival
- October 21 – Fall Family Fun Day
- October 28 – Witches’ Walk
- October 31 – Trick or Treat Downtown

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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- November 14 to 15 – Deck the Falls (decorate and set-up for the holidays)
- November 16 to 18 – Downtown Ingredients (*Holiday Shop Hop*)
- November 22 – Holiday Hoopla Window Contest (creates festive holiday atmosphere)
- November 23 to December 18 – Promoted public voting for Window Wonderland “People’s Choice” award
- November 24 – Holiday Hoopla Kick-Off Celebration and Santa’s arrival
- November 24 to December 21 – Santa 50613 (mailbox for Santa letters; handwritten replies for approximately 900 children who dropped letters in the mailbox; many additional letters didn’t have return address and we were unable to reply)
- November 24 to December 13 – Holiday Hoopla coloring contest
- November 25 – Small Business Saturday
- November 24 through January 1 - Magical Lights, Magical Nights nightly light show from 6 – 8pm
- November 30 - #Elfie – Elf themed family activities throughout downtown (*new*); Santa workshop open; Holly Trolley rides
- December 2 – Breakfast with Santa; Santa’s Workshop open
- December 7 - Jingle & Mingle (merchant open houses); Santa’s Workshop open; horse drawn Trolley Rides
- December 9 – Santa’s Snow Shuffle; Santa’s Workshop open
- December 14 – Hoopla Cheer Contest; Ugly sweater contest, Santa’s Beard Contest; Santa’s Workshop open; Holly Trolley Rides
- December 16 – Movie Magic; Santa’s Workshop open
- December 21 – Baby, It’s Cold Outside Ice Carving Demonstration; downtown ice sculpture display; Santa’s Workshop open; Trolley Rides; Holley Trolley
- December 23 – Wrap It Up (merchant open houses)
- January 7 (Sunday) – “Un-decoration of the Falls”
- January 15 to February 15 – Two “Shop, Dine, Play” billboards with new downtown brand
- January 29 to February 19 – Aloha Cedar Falls
- February – month long TV campaign promoting downtown using new district brand
- February 10 – Downtown Delights
- Conducted downtown tours for visiting groups
- Monthly electronic newsletters
- Various media interviews (print, television, radio)
- Maintained downtown kiosk to help guests identify “off Main” businesses and other locations and events of interest to visitors
- Began planning for ARTapalooza on Main
- Planned Hops On Main scheduled for April 2018
- Planned Movies under the Moon series for summer 2018

## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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- Created and published a direct mail calendar of events postcard delivered to over 10,000 nearby residents
- Electronic Strategy deployment continues – (Facebook now 13,757 page followers, Twitter with 2834 followers, Pinterest with 144 followers and Instagram with 1580 followers; all continue to trend upward) We have added Snapchat filters into our marketing campaign for specific events

### **Member development, training and communication (Organization and Development Committee initiatives)**

**Member development (funding):** Property owners provided stability to the organization by maintaining the SSMID collection rate for the next fiscal year. In addition to SSMID and City Economic Development Grant resources, the remaining 55 - 60% of the Community Main Street budget is provided for through grants, business sponsorships, in-kind donations, and individual contributions.

### **During this reporting cycle CMS:**

- ***Conducted several fund-raising initiatives:***
  - Secured donation of a building and land to act as a permanent home for CMS; currently planning to move the building to the new site
  - Earned approximately \$8000 from downtown events
  - Earned \$10,000 through our annual Friends Campaign, includes in-memorandum donations on behalf of Mare Schmidt (October 2017 – March 2018)
  - Volunteer Hours = \$64,054 based on 2791 hours valued at \$22.95 per hour in Iowa (October 2017 – March 2018)

**Member development (Recognition of the strong partnership our organization has with the City/Other partnerships):** The importance of maintaining a vibrant, healthy downtown district is beneficial to the entire Cedar Falls community and is evidenced by a partnership that continues to be strengthened and developed.

### **During this reporting cycle the City:**

- ***Has provided key support in the following ways:***
  - Support for the master streetscape project
  - Developmental Services support on the project to move the old chamber building to a new site for future use as the CMS office
  - Active participation, support and prompt attention to Parking Task Force Implementation Group related issues/action items/questions
  - Provided outdoor storage near downtown for sidewalk planters
  - Public Works' and Police assistance downtown event street closures as needed
  - Public Works' assistance with electrical needs for holiday decorating
  - Public Works' emptying the 10 parkade trash cans twice weekly
  - Public Works' snow removal and street sweeping in the district



CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
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April 15, 2018

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- Public Works' curb repair project in the district
- Public Works' recycling bins in the district
- Coordination of new construction projects within the district
- Economic Development Grant
- Trash removal from clean up days
- Police presence and prompt attention to district issues
- Marketing of events and activities by Tourism
- Support for and marketing of Historic Preservation Commission events and activities related to downtown Cedar Falls
- Flood mitigation actions and keeping CMS informed of the levee improvement project

**Training & Volunteer Development – (Main Street Designation):** Adherence to the 4-point approach of economic development through historic preservation encompasses many facets.

***During this reporting cycle CMS:***

- Coordinated and documented efforts of four volunteer committees, a board of directors and several special event subcommittees with monthly and special project meetings
- Reported and submitted monthly district statistics and organizational operation information to Main Street Iowa
- Maintained attendance at the mandatory meetings for Main Street Iowa training
- Attended the National Main Street Conference bringing new and innovative economic development ideas back to the community
- Attended optional training sessions offered through Main Street Iowa
- Coordinated and provided district business members' access to Main Street Iowa resources including but not limited to architectural and design suggestions and support, individual business consultation by business specialists, and financial incentive programs offered through the State
- Maintained and marketed economic statistics for the district to its constituents
- Conducted our annual thank you program by distributing home made baked goods to over 20 community partners
- Continued to lead the effort for increased energy and sustainable awareness in the district

***Communication – (Local, National, State and Regional Distinction):*** Adherence to our mission and vision, effective internal communication and recognition programs helps us build the foundation to establish an award winning downtown. Community Main Street continues to “build the resume” of the district, thereby prompting visits

## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
Community Main Street  
April 15, 2018

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to the district and engagement by citizens in the mission of economic revitalization in a historic context.

### ***During this reporting cycle CMS:***

- Created downtown brand independent of CMS brand, in part to protect the organization's brand as more and more outside groups promote activities downtown
- Worked on materials to launch a major fundraising campaign this spring to raise money for the streetscape project – goal is \$600,000
- Reviewed and updated the most recent strategic plan for the organization
- Promoted partnerships and cooperative marketing campaigns
- Conducted 1 presentation to a local community group
- Nominated 3 projects and one volunteer for State Main Street Iowa Awards; Volunteer Carolyn Young was awarded a Leadership award for her volunteer efforts for CMS.

### **Outlook**

The near-term future is not without its challenges. Dealing with these challenges and making continued progress will be the focus of Community Main Street moving forward:

**Economic Climate** – Global uncertainty of the economic climate will continue to test the confidence of the marketplace. It will continue to challenge all existing businesses and new business development. If trade wars with China escalate, the Midwest is poised to be impacted greatly.

From a more local viewpoint, at present, there are two storefront vacancies on Main Street and three additional vacancies in the district. Properties continue to sell as soon as they hit the market.

Since Community Main Street was established in 1987, the assessed value of the downtown district has increase 821%. *Downtown continues to provide the highest per square acre and per square foot tax income for the City of Cedar Falls as compared to other commercial districts within the community.*

**Funding Resources** – Sponsorships, though strong to date, are challenged by the sheer number of organizations vying for support. Diversification of funding sources, creativity in fundraising events, and growth in the range of donors will be required to sustain and carry on the work of Community Main Street.

**Maintenance of Facilities** – With the success of Main Street, the growth off Main, and the greater amount of people traffic in the district, maintenance issues have multiplied. Basic maintenance of keeping the streets clean, clearing cigarette butts and gum off sidewalks, and maintaining trash management is a significant task. Landscaping funding and

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
Community Main Street  
April 15, 2018

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maintenance has been accomplished by volunteers, but comprises a large effort. The addition of the gum buster helps with sidewalk cleanliness, but is an on-going maintenance and labor task for our organization to coordinate. CMS hired a facilities coordinator who works 2 – 10 hours per week on downtown maintenance issues and to facilitate volunteer efforts to maintain downtown.

**Development of District** – Continuation of the development of the neighborhood and physical streetscape is required. Beyond maintenance needs, exploration in the following areas is sought:

- Implementation of the Master Streetscape Plan will soon be underway to extend the look and feel of Main Street - angled parking where possible, installation of district Parkade light poles, trashcans, bike racks etc. will help raise property values and profitability of businesses located “off Main”
- Careful design consideration to maximize the lifecycle of new construction projects within the district
- Parking supply and maintenance needs to be addressed
- Replacement of parking options no longer available due to new construction in the district
- Improved landscaping
- Greater connection of Main Street and Center Street neighborhoods
- Improved Wi-Fi throughout district
- Additional way-finding signage to downtown established throughout Cedar Falls

**Upcoming Community Programs** – The downtown district can be the “heart of the city” only with active engagement by all city residents. An aggressive program of broad-ranging events and activities will foster that engagement and connection. The following community events are planned for the near-term:

- Renew the cultural district designation for downtown
- Create an aggressive calendar of events to appeal to local and potential out of town guests
- Continue coordination of district wide marketing campaigns by soliciting participants, media production and scheduling
- Continuation of weekly trail and road bicycle rides and run club events beginning and ending in the district
- Annual Movies under the Moon series featuring free family entertainment on select Friday evenings throughout the summer
- Support and encourage continued growth of the downtown Farmer’s Market
- Continue support for The Mill Race and the start up community
- Continue to develop partnerships with other organizations to bring more events and activities to the downtown area and help them identify and navigate through potential pitfalls of hosting an event downtown

## Item G.1.c.

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
Community Main Street  
April 15, 2018

**Organizational Development** – The continuation of our aggressive calendar of events and projects is dependent upon the strength of our volunteers and staff. Volunteer development and employee development/training will remain key focal points of the organization.

### Key Indicators:

Following are the key elements, current financial statements, “one sheet” summary forms and staff reports. Detailed monthly reports, Form 990 for FY’17, and other documents are available for review in the Community Main Street office.

### **Rehabilitation, Renovation & New Construction Projects:**

Rehabilitation, Renovation & New Construction Projects		
	Projects	Investment Value
October 2017	5	\$362,350
November 2017	2	163,500
December 2017	3	15,475
January 2018	2	172,433
February 2018	2	49,602
March 2018	4	24,325
Net Oct. '17 – Mar. '18	18	\$787,685

### **Buildings Sold:**

Buildings/Properties Sold		
	Quantity	Investment
October 2017	0	\$0
November 2017	0	0
December 2017	0	0
January 2018	0	0
February 2018	0	0
March 2018	1	\$2,200,000
Net Oct.'17 – Mar. '18	1	\$2,200,000

CMS Bi-Annual Report – Economic Development Fund and SSMID Funds  
 Community Main Street  
 April 15, 2018

**Business Changes (Jobs listed as full time equivalent):**

Business Changes						
	New Business Openings	New Jobs Created	Businesses Closing or Moving Out	Jobs Lost	Businesses Relocating/ Expanding Downtown	New Jobs Created
October 2017	0	0	1	2	0	-2
November 2017	1	4	0	0	0	4
December 2017	6	34	0	0	0	34
January 2018	2	13	0	0	0	13
February 2018	0	0	1	4	0	-4
March 2018	1	1.5	0	0	0	1.5
Net Oct. '17 – Mar. '18	10	52.5	2	6	0	46.5

**Volunteer Hours:**

Volunteer Hours	
October 2017	421
November 2017	1,048
December 2017	842
January 2018	202
February 2018	278
March 2018	178
Net Oct. '17 – Mar. '18	2,791

## Item G.1.c.

### Community Main Street 2017-2018 Board of Directors

**LeaAnn Saul, Chair**

PIPAC  
1304 Technology Pkwy Suite B  
Cedar Falls, IA 50613  
Phone: 319-277-8541  
Email: lsaul@pipac.com

**Ty Kimble, Chair Elect**

TrueNorth Companies  
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Cedar Falls, IA 50613  
Phone: 319-268-2034  
Email:  
tkimble@truenorthcompanies.com

**Crystal Ford, Secretary**

Barmuda Companies  
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crystal.ford@westernhome.org

**Dan Lynch, Treasurer**

First National Bank  
602 Main Street  
Cedar Falls, IA 50613  
Phone: 319-266-2000  
Email: dan.lynch@myfnbbank.com

**Jessica Marsh, Past Chair**

Purse-N-ality  
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**Audrey Dodd**

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audrey.dodd@eagleviewpartners.com

**Matt Dunning**

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Cedar Falls, IA 50613  
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Email:  
matt@talktometechnologies.com

**Wynette Froehner**

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**Amy Mohr**

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**Community Main Street 2017-2018 Board of Directors**

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## **Item G.1.c.**

### **Community Main Street 2017-2018 Board of Directors**

#### **Liaison Representatives**

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##### **TBD**

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Community Main Street  
Promotions Committee  
2017/2018

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## Item G.1.c.

Community Main Street  
Organization & Development Committee  
2017/2018

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Community Main Street  
Design Committee  
2017/2018

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## **Item G.1.c.**

Community Main Street  
Design Committee  
2017/2018

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Community Main Street  
Business Improvement Committee  
2017/2018

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## **Item G.1.c.**

Community Main Street  
Business Improvement Committee  
2017/2018

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Community Main Street  
Balance Sheet Standard

As of October 31, 2017

11/1/17

Oct 31, '17

## ASSETS

Current Assets	
Checking/Savings	
02/27/18 Collins CCU CD#0275137	20,076.14
FSB Money Market #096-829-3	41,551.93
CFCCU Savings	5.00
Collins Community CU Savings	6,010.36
U of I Community Credit Savings	5.00
01/24/18 CFCCU CD #21247	30,643.01
04/13/18 USBankCD#396402197653	20,367.31
04/05/18 FNB CD #964338	30,849.93
CMS Capital Improvement Fund	14,158.72
Petty Cash	50.00
10/25/17 LSB CD #3000268082	31,252.71
CMS Main Checking #13920	114,899.91
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	61,766.07
Total Checking/Savings	<u>372,738.76</u>
Accounts Receivable	
Accounts Receivable	<u>16,512.77</u>
Total Accounts Receivable	<u>16,512.77</u>
Total Current Assets	389,251.53
Fixed Assets	
Equipment Accum. Depreciation	(73,490.00)
Equipment	<u>80,688.50</u>
Total Fixed Assets	7,198.50
Other Assets	
Investment in SSMU-Contra	(827,280.00)
Investment in SSMU	850,000.00
Prepaid Rent	<u>4,083.71</u>
Total Other Assets	<u>26,803.71</u>
TOTAL ASSETS	<u>423,253.74</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	(66.93)
Payroll Liabilities	2,632.40
Gift Certificates	<u>57,820.75</u>
Total Other Current Liabilities	<u>60,386.22</u>
Total Current Liabilities	<u>60,386.22</u>
Total Liabilities	60,386.22
Equity	
Unrestricted Fund Balance	335,339.40
Board Designated Reserve Fund	60,000.00
Retained Earnings	35.84
Opening Bal Equity	27.17
Net Income	<u>(32,534.89)</u>
Total Equity	<u>362,867.52</u>
TOTAL LIABILITIES & EQUITY	<u>423,253.74</u>

**COMMUNITY MAIN STREET  
Income Statement  
OCTOBER 2017**

	MONTHLY BUDGET - OCTOBER				MONTHLY BUDGET - JULY TO OCTOBER				YEAR TO DATE ACTUAL	ANNUAL BUDGET		
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET		ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	0.00	0.00	0.00	0.0%	1,836.00	1,944.00	(108.00)	94.4%	1,836.00	1,944.00	(108.00)	94.4%
City Funding	6,500.00	6,500.00	0.00	100.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	9,710.00	5,448.00	4,262.00	178.2%	60,175.17	41,823.00	18,352.17	143.9%	60,175.17	100,903.00	(40,727.83)	59.6%
Friends Campaign	0.00	0.00	0.00	0.0%	25.00	0.00	25.00	100.0%	25.00	0.00	25.00	100.0%
Grant & other Income	910.05	75,000.00	(74,089.95)	1.2%	1,382.55	75,120.00	(73,737.45)	1.8%	1,382.55	78,500.00	(77,117.45)	1.8%
SSMID	40,345.00	85,000.00	(44,655.00)	47.5%	40,345.00	85,000.00	(44,655.00)	47.5%	40,345.00	170,000.00	(129,655.00)	23.7%
Total Income	57,465.05	171,948.00	(114,482.95)	33.4%	110,263.72	212,637.00	(102,373.28)	51.9%	110,263.72	366,597.00	(256,333.28)	30.1%
Gross Profit	57,465.05	171,948.00	(114,482.95)	33.4%	110,263.72	212,637.00	(102,373.28)	51.9%	110,263.72	366,597.00	(256,333.28)	30.1%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	27.66	10.00	17.66	276.6%	27.66	10.00	17.66	276.6%
Board Lunch Expense	114.92	162.00	(47.08)	70.9%	739.00	648.00	91.00	114.0%	739.00	1,944.00	(1,205.00)	38.0%
Committee Expense	361.65	400.00	(38.35)	90.4%	3,632.68	7,200.00	(3,567.32)	50.5%	3,632.68	23,900.00	(20,267.32)	15.2%
Depreciation Expense	450.00	450.00	0.00	100.0%	1,800.00	1,800.00	0.00	100.0%	1,800.00	5,400.00	(3,600.00)	33.3%
Dues and Subscriptions	45.00	250.00	(205.00)	18.0%	472.56	1,150.00	(677.44)	41.1%	472.56	3,000.00	(2,527.44)	15.8%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	4,188.35	3,560.00	628.35	117.7%	32,882.68	28,360.00	4,522.68	115.9%	32,882.68	74,385.00	(41,502.32)	44.2%
Grant Expense	0.00	75,000.00	(75,000.00)	0.0%	0.00	75,000.00	(75,000.00)	0.0%	0.00	75,000.00	(75,000.00)	0.0%
Insurance	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	5,000.00	(5,000.00)	0.0%
Miscellaneous	56.87	140.00	(83.13)	40.6%	423.72	515.00	(91.28)	82.3%	423.72	1,940.00	(1,516.28)	21.8%
Office Supplies	419.38	700.00	(280.62)	59.9%	2,382.51	2,475.00	(92.49)	96.3%	2,382.51	8,400.00	(6,017.49)	28.4%
Payroll Expenses	9,555.14	10,515.00	(959.86)	90.9%	45,759.94	48,150.00	(2,390.06)	95.0%	45,759.94	132,272.00	(86,512.06)	34.6%
Postage and Delivery	1.19	100.00	(98.81)	1.2%	16.81	350.00	(333.19)	4.8%	16.81	5,200.00	(5,183.19)	0.3%
Professional Fees	2,705.00	750.00	1,955.00	360.7%	3,005.00	5,000.00	(1,995.00)	60.1%	3,005.00	8,500.00	(5,495.00)	35.4%
Rent	583.33	583.33	0.00	100.0%	2,333.32	2,333.32	0.00	100.0%	2,333.32	6,999.96	(4,666.64)	33.3%
Repairs	0.00	375.00	(375.00)	0.0%	177.61	750.00	(572.39)	23.7%	177.61	1,500.00	(1,322.39)	11.8%
Telephone	166.15	220.00	(53.85)	75.5%	784.18	880.00	(95.82)	89.1%	784.18	2,640.00	(1,855.82)	29.7%
Travel & Training	161.76	300.00	(138.24)	53.9%	1,017.79	890.00	127.79	114.4%	1,017.79	4,000.00	(2,982.21)	25.4%
Utilities	479.66	480.00	(0.34)	99.9%	1,918.64	1,920.00	(1.36)	99.9%	1,918.64	6,300.00	(4,381.36)	30.5%
Total Expense	19,288.40	93,985.33	(74,696.93)	20.5%	97,374.10	177,681.32	(80,307.22)	54.8%	97,374.10	366,640.96	(269,266.86)	26.6%
Net Ordinary Income	38,176.65	77,962.67	(39,786.02)	49.0%	12,889.62	34,955.68	(22,066.06)	36.9%	12,889.62	(43.96)	12,933.58	(29,321.2%)
Other Income/Expense												
Other Expense												
Other Expenses	50,691.00	0.00	50,691.00	100.0%	57,142.70	0.00	57,142.70	100.0%	57,142.70	0.00	57,142.70	100.0%
Total Other Expense	50,691.00	0.00	50,691.00	100.0%	57,142.70	0.00	57,142.70	100.0%	57,142.70	0.00	57,142.70	100.0%
Other Income												
Interest Income					27.19				27.19			
Other Income	691.00	0.00	691.00	100.0%	11,691.00	0.00	11,691.00	100.0%	11,691.00	0.00	11,691.00	100.0%
Total Other Income	691.00	0.00	691.00	100.0%	11,718.19	0.00	11,718.19	100.0%	11,718.19	0.00	11,718.19	100.0%
Net Other Income	(50,000.00)	0.00	(50,000.00)	100.0%	(45,424.51)	0.00	(45,424.51)	100.0%	(45,424.51)	0.00	(45,424.51)	100.0%
Net Income	(11,823.35)	77,962.67	(89,786.02)	(15.2%)	(32,534.89)	34,955.68	(67,490.57)	(93.1%)	(32,534.89)	(43.96)	(32,490.93)	74,010.2%



Community Main Street  
Balance Sheet Standard  
As of November 30, 2017

12/1/17		Nov 30, '17
ASSETS		
Current Assets		
Accounts Receivable		
Accounts Receivable		11,238.27
Total Accounts Receivable		11,238.27
Checking/Savings		
01/24/18 CFCCU CD #21247		30,643.01
02/27/18 Collins CCU CD#0275137		20,076.14
04/05/18 FNB CD #964338		30,849.93
04/13/18 USBankCD#396402197653		20,367.31
10/25/17 LSB CD #3000268082		31,252.71
CFCCU Savings		5.00
CMS Capital Improvement Fund		14,161.05
CMS Main Checking #13920		119,031.27
CMS Main Street Record #700476		1,102.67
CMS Money Market #7004070		61,783.84
Collins Community CU Savings		6,010.36
FSB Money Market #096-829-3		41,616.88
Petty Cash		50.00
U of I Community Credit Savings		5.00
Total Checking/Savings		376,955.17
Total Current Assets		388,193.44
Fixed Assets		
Equipment		80,688.50
Equipment Accum. Depreciation		(73,940.00)
Total Fixed Assets		6,748.50
Other Assets		
Investment in SSMU		850,000.00
Investment in SSMU-Contra		(827,280.00)
Prepaid Rent		3,500.38
Total Other Assets		26,220.38
TOTAL ASSETS		421,162.32
LIABILITIES & EQUITY		
Equity		
Board Designated Reserve Fund		60,000.00
Net Income		(36,412.03)
Opening Bal Equity		27.17
Retained Earnings		35.84
Unrestricted Fund Balance		335,339.40
Total Equity		358,990.38
Liabilities		
Current Liabilities		
Other Current Liabilities		
Gift Certificates		59,170.75
Payroll Liabilities		3,068.12
Sales Tax Payable		(66.93)
Total Other Current Liabilities		62,171.94
Total Current Liabilities		62,171.94
Total Liabilities		62,171.94
TOTAL LIABILITIES & EQUITY		421,162.32

**COMMUNITY MAIN STREET  
Income Statement  
NOVEMBER 2017**

	MONTHLY BUDGET - NOVEMBER				MONTHLY BUDGET - JULY TO NOVEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	0.00	0.00	0.00	0.0%	1,836.00	1,944.00	(108.00)	94.4%	1,836.00	1,944.00	(108.00)	94.4%
City Funding	0.00	0.00	0.00	0.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	19,093.17	30,000.00	(10,906.83)	63.6%	74,018.34	71,823.00	2,195.34	103.1%	74,018.34	100,903.00	(26,884.66)	73.4%
Friends Campaign	2,942.50	0.00	2,942.50	100.0%	2,967.50	0.00	2,967.50	100.0%	2,967.50	0.00	2,967.50	100.0%
Grant & other Income	20.10	0.00	20.10	100.0%	1,467.60	75,120.00	(73,652.40)	2.0%	1,467.60	78,500.00	(77,032.40)	1.9%
SSMID	27,431.12	0.00	27,431.12	100.0%	67,776.12	85,000.00	(17,223.88)	79.7%	67,776.12	170,000.00	(102,223.88)	39.9%
Total Income	49,486.89	30,000.00	19,486.89	165.0%	154,565.56	242,637.00	(88,071.44)	63.7%	154,565.56	366,597.00	(212,031.44)	42.2%
Gross Profit	49,486.89	30,000.00	19,486.89	165.0%	154,565.56	242,637.00	(88,071.44)	63.7%	154,565.56	366,597.00	(212,031.44)	42.2%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	27.66	10.00	17.66	276.6%	27.66	10.00	17.66	276.6%
Board Lunch Expense	137.58	162.00	(24.42)	84.9%	876.58	810.00	66.58	108.2%	876.58	1,944.00	(1,067.42)	45.1%
Committee Expense	6,326.27	2,500.00	3,826.27	253.1%	9,958.95	9,700.00	258.95	102.7%	9,958.95	23,900.00	(13,941.05)	41.7%
Depreciation Expense	450.00	450.00	0.00	100.0%	2,250.00	2,250.00	0.00	100.0%	2,250.00	5,400.00	(3,150.00)	41.7%
Dues and Subscriptions	572.14	250.00	322.14	228.9%	1,044.70	1,400.00	(355.30)	74.6%	1,044.70	3,000.00	(1,955.30)	34.8%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	25,729.06	12,760.00	12,969.06	201.6%	58,611.74	41,120.00	17,491.74	142.5%	58,611.74	74,385.00	(15,773.26)	78.8%
Grant Expense	0.00	0.00	0.00	0.0%	0.00	75,000.00	(75,000.00)	0.0%	0.00	75,000.00	(75,000.00)	0.0%
Insurance	35.00	0.00	35.00	100.0%	35.00	0.00	35.00	100.0%	35.00	5,000.00	(4,965.00)	0.7%
Miscellaneous	14.50	185.00	(170.50)	7.8%	438.22	700.00	(261.78)	62.6%	438.22	1,940.00	(1,501.78)	22.6%
Office Supplies	428.77	700.00	(271.23)	61.3%	2,811.28	3,175.00	(363.72)	88.5%	2,811.28	8,400.00	(5,588.72)	33.5%
Payroll Expenses	9,944.00	10,515.00	(571.00)	94.6%	55,703.94	58,665.00	(2,961.06)	95.0%	55,703.94	132,272.00	(74,727.25)	43.5%
Postage and Delivery	1,474.92	2,100.00	(625.08)	70.2%	1,491.73	2,450.00	(958.27)	60.9%	1,491.73	5,200.00	(3,708.27)	28.7%
Professional Fees	620.00	750.00	(130.00)	82.7%	3,625.00	5,750.00	(2,125.00)	63.0%	3,625.00	8,500.00	(4,875.00)	42.6%
Rent	583.33	583.33	0.00	100.0%	2,916.65	2,916.65	0.00	100.0%	2,916.65	6,999.96	(4,083.31)	41.7%
Repairs	0.00	0.00	0.00	0.0%	177.61	750.00	(572.39)	23.7%	177.61	1,500.00	(1,322.39)	11.8%
Telephone	206.15	220.00	(13.85)	93.7%	990.33	1,100.00	(109.67)	90.0%	990.33	2,640.00	(1,649.67)	37.5%
Travel & Training	318.10	100.00	218.10	318.1%	1,335.89	990.00	345.89	134.9%	1,335.89	4,000.00	(2,664.11)	33.4%
Utilities	479.66	480.00	(0.34)	99.9%	2,398.30	2,400.00	(1.70)	99.9%	2,398.30	6,300.00	(3,901.70)	38.1%
Total Expense	47,319.48	31,755.33	15,564.15	149.0%	144,693.58	209,436.65	(64,743.07)	69.1%	144,693.58	366,640.96	(222,106.57)	40.0%
Net Ordinary Income	2,167.41	(1,755.33)	3,922.74	(123.5%)	9,871.98	33,200.35	(23,328.37)	29.7%	9,871.98	(43.96)	8,075.13	(18,269.3%)
Other Income/Expense												
Other Expense												
Other Expenses	859.50	0.00	859.50	100.0%	58,002.20	0.00	58,002.20	100.0%	58,002.20	0.00	58,002.20	100.0%
Total Other Expense	859.50	0.00	859.50	100.0%	58,002.20	0.00	58,002.20	100.0%	58,002.20	0.00	58,002.20	100.0%
Other Income												
Interest Income					27.19				27.19			
Other Income	0.00	0.00	0.00	0.0%	11,691.00	0.00	11,691.00	100.0%	11,691.00	0.00	11,691.00	100.0%
Total Other Income	0.00	0.00	0.00	0.0%	11,718.19	0.00	11,718.19	100.0%	11,718.19	0.00	11,718.19	100.0%
Net Other Income	(859.50)	0.00	(859.50)	100.0%	(46,284.01)	0.00	(46,284.01)	100.0%	(46,284.01)	0.00	(46,284.01)	100.0%
Net Income	1,307.91	(1,755.33)	3,063.24	(74.5%)	(36,412.03)	33,200.35	(69,612.38)	(109.7%)	(36,412.03)	(43.96)	(38,208.88)	87,017.4%

Community Main Street  
Balance Sheet Standard  
As of December 31, 2017

1/2/18	<u>Dec 31, '17</u>
<b>ASSETS</b>	
Current Assets	
Accounts Receivable	
Accounts Receivable	8,296.27
Total Accounts Receivable	<u>8,296.27</u>
Checking/Savings	
01/24/18 CFCCU CD #21247	30,643.01
02/27/18 Collins CCU CD#0275137	20,076.14
04/05/18 FNB CD #964338	30,876.85
04/13/18 USBankCD#396402197653	20,367.31
10/25/17 LSB CD #3000268082	31,252.71
CFCCU Savings	5.00
CMS Capital Improvement Fund	14,163.45
CMS Main Checking #13920	131,937.82
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	61,802.21
Collins Community CU Savings	6,010.36
FSB Money Market #096-829-3	41,651.77
Petty Cash	50.00
U of I Community Credit Savings	5.00
Total Checking/Savings	<u>389,944.30</u>
Total Current Assets	<u>398,240.57</u>
Fixed Assets	
Equipment	80,688.50
Equipment Accum. Depreciation	<u>(74,390.00)</u>
Total Fixed Assets	6,298.50
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	(827,280.00)
Prepaid Rent	<u>2,917.05</u>
Total Other Assets	<u>25,637.05</u>
<b>TOTAL ASSETS</b>	<b><u>430,176.12</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Board Designated Reserve Fund	60,000.00
Net Income	(55,369.44)
Opening Bal Equity	27.17
Retained Earnings	819.34
Unrestricted Fund Balance	<u>335,339.40</u>
Total Equity	<u>340,816.47</u>
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	85,416.75
Payroll Liabilities	4,009.83
Sales Tax Payable	<u>(66.93)</u>
Total Other Current Liabilities	<u>89,359.65</u>
Total Current Liabilities	<u>89,359.65</u>
Total Liabilities	<u>89,359.65</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>430,176.12</u></b>

**COMMUNITY MAIN STREET  
Income Statement**

DECEMBER 2017

	MONTHLY BUDGET - DECEMBER				MONTHLY BUDGET - JULY TO DECEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	0.00	0.00	0.00	0.0%	1,836.00	1,944.00	(108.00)	94.4%	1,836.00	1,944.00	(108.00)	94.4%
City Funding	0.00	0.00	0.00	0.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	7,212.62	6,000.00	1,212.62	120.2%	81,130.96	77,823.00	3,307.96	104.3%	81,130.96	100,903.00	(19,772.04)	80.4%
Friends Campaign	6,499.15	0.00	6,499.15	100.0%	9,466.65	0.00	9,466.65	100.0%	9,466.65	0.00	9,466.65	100.0%
Grant & other Income	70.77	0.00	70.77	100.0%	1,573.26	75,120.00	(73,546.74)	2.1%	1,573.26	78,500.00	(76,926.74)	2.0%
SSMID	0.00	0.00	0.00	0.0%	67,776.12	85,000.00	(17,223.88)	79.7%	67,776.12	170,000.00	(102,223.88)	39.9%
<b>Total Income</b>	<b>13,782.54</b>	<b>6,000.00</b>	<b>7,782.54</b>	<b>229.7%</b>	<b>168,282.99</b>	<b>248,637.00</b>	<b>(80,354.01)</b>	<b>67.7%</b>	<b>168,282.99</b>	<b>366,597.00</b>	<b>(198,314.01)</b>	<b>45.9%</b>
Gross Profit	13,782.54	6,000.00	7,782.54	229.7%	168,282.99	248,637.00	(80,354.01)	67.7%	168,282.99	366,597.00	(198,314.01)	45.9%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	27.66	10.00	17.66	276.6%	27.66	10.00	17.66	276.6%
Board Lunch Expense	196.65	162.00	34.65	121.4%	1,073.23	972.00	101.23	110.4%	1,073.23	1,944.00	(870.77)	55.2%
Committee Expense	812.37	400.00	412.37	203.1%	10,771.32	10,100.00	671.32	106.6%	10,771.32	23,900.00	(13,128.68)	45.1%
Depreciation Expense	450.00	450.00	0.00	100.0%	2,700.00	2,700.00	0.00	100.0%	2,700.00	5,400.00	(2,700.00)	50.0%
Dues and Subscriptions	195.00	250.00	(55.00)	78.0%	1,239.70	1,650.00	(410.30)	75.1%	1,239.70	3,000.00	(1,760.30)	41.3%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	10,452.71	11,000.00	(547.29)	95.0%	68,764.45	52,120.00	16,644.45	131.9%	68,764.45	74,385.00	(5,620.55)	92.4%
Grant Expense	0.00	0.00	0.00	0.0%	0.00	75,000.00	(75,000.00)	0.0%	0.00	75,000.00	(75,000.00)	0.0%
Insurance	0.00	0.00	0.00	0.0%	35.00	0.00	35.00	100.0%	35.00	5,000.00	(4,965.00)	0.7%
Miscellaneous	50.00	140.00	(90.00)	35.7%	488.22	840.00	(351.78)	58.1%	488.22	1,940.00	(1,451.78)	25.2%
Office Supplies	437.73	700.00	(262.27)	62.5%	3,249.01	3,875.00	(625.99)	83.8%	3,249.01	8,400.00	(5,150.99)	38.7%
Payroll Expenses	12,328.00	10,515.00	1,813.00	117.2%	68,031.94	69,180.00	(1,148.06)	98.3%	68,031.94	132,272.00	(64,240.06)	51.4%
Postage and Delivery	0.00	100.00	(100.00)	0.0%	1,491.73	2,550.00	(1,058.27)	58.5%	1,491.73	5,200.00	(3,708.27)	28.7%
Professional Fees	0.00	750.00	(750.00)	0.0%	3,625.00	6,500.00	(2,875.00)	55.8%	3,625.00	8,500.00	(4,875.00)	42.6%
Rent	583.33	583.33	0.00	100.0%	3,499.98	3,499.98	0.00	100.0%	3,499.98	6,999.96	(3,499.98)	50.0%
Repairs	116.63	0.00	116.63	100.0%	294.24	750.00	(455.76)	39.2%	294.24	1,500.00	(1,205.76)	19.6%
Telephone	166.59	220.00	(53.41)	75.7%	1,156.92	1,320.00	(163.08)	87.6%	1,156.92	2,640.00	(1,483.08)	43.8%
Travel & Training	296.84	100.00	196.84	296.8%	1,632.73	1,090.00	542.73	149.8%	1,632.73	4,000.00	(2,367.27)	40.8%
Utilities	479.66	750.00	(270.34)	64.0%	2,877.96	3,150.00	(272.04)	91.4%	2,877.96	6,300.00	(3,422.04)	45.7%
<b>Total Expense</b>	<b>26,565.51</b>	<b>26,120.33</b>	<b>445.18</b>	<b>101.7%</b>	<b>170,959.09</b>	<b>235,556.98</b>	<b>(64,597.89)</b>	<b>72.6%</b>	<b>170,959.09</b>	<b>366,640.96</b>	<b>(195,681.87)</b>	<b>46.6%</b>
Net Ordinary Income	(12,782.97)	(20,120.33)	7,337.36	63.5%	(2,676.10)	13,080.02	(15,756.12)	(20.5%)	(2,676.10)	(43.96)	(2,632.14)	6,087.6%
Other Income/Expense												
Other Expense												
Other Expenses	6,436.25	0.00	6,436.25	100.0%	64,438.45	0.00	64,438.45	100.0%	64,438.45	0.00	64,438.45	100.0%
Total Other Expense	6,436.25	0.00	6,436.25	100.0%	64,438.45	0.00	64,438.45	100.0%	64,438.45	0.00	64,438.45	100.0%
Other Income												
Interest Income	26.92				54.11				54.11			
Other Income	0.00	0.00	0.00	0.0%	11,691.00	0.00	11,691.00	100.0%	11,691.00	0.00	11,691.00	100.0%
Total Other Income	26.92	0.00	26.92	100.0%	11,745.11	0.00	11,745.11	100.0%	11,745.11	0.00	11,745.11	100.0%
Net Other Income	(6,409.33)	0.00	(6,409.33)	100.0%	(52,693.34)	0.00	(52,693.34)	100.0%	(52,693.34)	0.00	(52,693.34)	100.0%
<b>Net Income</b>	<b>(19,192.30)</b>	<b>(20,120.33)</b>	<b>928.03</b>	<b>95.4%</b>	<b>(55,369.44)</b>	<b>13,080.02</b>	<b>(68,449.46)</b>	<b>(423.3%)</b>	<b>(55,369.44)</b>	<b>(43.96)</b>	<b>(55,325.48)</b>	<b>125,954.1%</b>

Community Main Street  
Balance Sheet Standard

As of February 1, 2018

2/1/18		Feb 1, '18
<b>ASSETS</b>		
Current Assets		
Accounts Receivable		
Accounts Receivable		6,786.27
Total Accounts Receivable		6,786.27
Checking/Savings		
02/27/18 Collins CCU CD#0275137	20,091.32	
04/05/18 FNB CD #964338	30,876.85	
04/13/18 USBankCD#396402197653	20,367.31	
04/26/18 LSB CD #3000268082	31,252.71	
CFCCU Savings	5.00	
CMS Capital Improvement Fund	14,165.86	
CMS Main Checking #13920	130,809.89	
CMS Main Street Record #700476	1,102.67	
CMS Money Market #7004070	61,820.58	
Collins Community CU Savings	6,011.12	
FSB Money Market #096-829-3	22,562.69	
Petty Cash	50.00	
U of I Community Credit Savings	5.00	
Total Checking/Savings		339,121.00
Total Current Assets		345,907.27
Fixed Assets		
Equipment	80,688.50	
Equipment Accum. Depreciation	(74,840.00)	
Total Fixed Assets		5,848.50
Other Assets		
Investment in SSMU	850,000.00	
Investment in SSMU-Contra	(827,280.00)	
Prepaid Rent	2,333.72	
Total Other Assets		25,053.72
<b>TOTAL ASSETS</b>		<b>376,809.49</b>
<b>LIABILITIES &amp; EQUITY</b>		
Equity		
Board Designated Reserve Fund	60,000.00	
Net Income	(101,494.34)	
Opening Bal Equity	27.17	
Retained Earnings	786.85	
Unrestricted Fund Balance	335,339.40	
Total Equity		294,659.08
Liabilities		
Current Liabilities		
Other Current Liabilities		
Gift Certificates	79,443.75	
Payroll Liabilities	2,773.59	
Sales Tax Payable	(66.93)	
Total Other Current Liabilities		82,150.41
Total Current Liabilities		82,150.41
Total Liabilities		82,150.41
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>376,809.49</b>

**COMMUNITY MAIN STREET  
Income Statement**

JANUARY 2018

	MONTHLY BUDGET - JANUARY				MONTHLY BUDGET - JULY TO JANUARY				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	10.00	0.00	10.00	100.0%	1,738.00	1,944.00	(206.00)	89.4%	1,738.00	1,944.00	(206.00)	89.4%
City Funding	0.00	0.00	0.00	0.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	90.00	2,760.00	(2,670.00)	3.3%	81,220.96	80,583.00	637.96	100.8%	81,220.96	100,903.00	(19,682.04)	80.5%
Friends Campaign	848.60	0.00	848.60	100.0%	10,315.25	0.00	10,315.25	100.0%	10,315.25	0.00	10,315.25	100.0%
Grant & other Income	1,919.36	0.00	1,919.36	100.0%	3,683.38	75,120.00	(71,436.62)	4.9%	3,683.38	78,500.00	(74,816.62)	4.7%
SSMID	17,039.41	0.00	17,039.41	100.0%	84,815.53	85,000.00	(184.47)	99.8%	84,815.53	170,000.00	(85,184.47)	49.9%
<b>Total Income</b>	<b>19,907.37</b>	<b>2,760.00</b>	<b>17,147.37</b>	<b>721.3%</b>	<b>188,273.12</b>	<b>251,397.00</b>	<b>(63,123.88)</b>	<b>74.9%</b>	<b>188,273.12</b>	<b>366,597.00</b>	<b>(178,323.88)</b>	<b>51.4%</b>
Gross Profit	19,907.37	2,760.00	17,147.37	721.3%	188,273.12	251,397.00	(63,123.88)	74.9%	188,273.12	366,597.00	(178,323.88)	51.4%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	27.66	10.00	17.66	276.6%	27.66	10.00	17.66	276.6%
Board Lunch Expense	122.05	162.00	(39.95)	75.3%	1,195.28	1,134.00	61.28	105.4%	1,195.28	1,944.00	(748.72)	61.5%
Committee Expense	136.45	500.00	(363.55)	27.3%	10,907.77	10,600.00	307.77	102.9%	10,907.77	23,900.00	(12,992.23)	45.6%
Depreciation Expense	450.00	450.00	0.00	100.0%	3,150.00	3,150.00	0.00	100.0%	3,150.00	5,400.00	(2,250.00)	58.3%
Dues and Subscriptions	90.00	250.00	(160.00)	36.0%	1,284.70	1,900.00	(615.30)	67.6%	1,284.70	3,000.00	(1,715.30)	42.8%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	3,659.09	10,000.00	(6,340.91)	36.6%	70,973.54	62,120.00	8,853.54	114.3%	70,973.54	74,385.00	(3,411.46)	95.4%
Grant Expense	0.00	0.00	0.00	0.0%	0.00	75,000.00	(75,000.00)	0.0%	0.00	75,000.00	(75,000.00)	0.0%
Insurance	0.00	0.00	0.00	0.0%	35.00	0.00	35.00	100.0%	35.00	5,000.00	(4,965.00)	0.7%
Miscellaneous	30.00	140.00	(110.00)	21.4%	518.22	980.00	(461.78)	52.9%	518.22	1,940.00	(1,421.78)	26.7%
Office Supplies	704.21	1,025.00	(320.79)	68.7%	3,953.22	4,900.00	(946.78)	80.7%	3,953.22	8,400.00	(4,446.78)	47.1%
Payroll Expenses	10,099.33	10,515.00	(415.67)	96.0%	78,131.27	79,695.00	(1,563.73)	98.0%	78,131.27	132,272.00	(54,140.73)	59.1%
Postage and Delivery	267.50	150.00	117.50	178.3%	1,759.23	2,700.00	(940.77)	65.2%	1,759.23	5,200.00	(3,440.77)	33.8%
Professional Fees	0.00	750.00	(750.00)	0.0%	3,625.00	7,250.00	(3,625.00)	50.0%	3,625.00	8,500.00	(4,875.00)	42.6%
Rent	583.33	583.33	0.00	100.0%	4,083.31	4,083.31	0.00	100.0%	4,083.31	6,999.96	(2,916.65)	58.3%
Repairs	0.00	375.00	(375.00)	0.0%	294.24	1,125.00	(830.76)	26.2%	294.24	1,500.00	(1,205.76)	19.6%
Telephone	166.69	220.00	(53.31)	75.8%	1,323.61	1,540.00	(216.39)	85.9%	1,323.61	2,640.00	(1,316.39)	50.1%
Travel & Training	31.72	600.00	(568.28)	5.3%	1,664.45	1,690.00	(25.55)	98.5%	1,664.45	4,000.00	(2,335.55)	41.6%
Utilities	479.66	750.00	(270.34)	64.0%	3,357.62	3,900.00	(542.38)	86.1%	3,357.62	6,300.00	(2,942.38)	53.3%
<b>Total Expense</b>	<b>16,820.03</b>	<b>26,470.33</b>	<b>(9,650.30)</b>	<b>63.5%</b>	<b>186,284.12</b>	<b>262,027.31</b>	<b>(75,743.19)</b>	<b>71.1%</b>	<b>186,284.12</b>	<b>366,640.96</b>	<b>(180,356.84)</b>	<b>50.8%</b>
Net Ordinary Income	3,087.34	(23,710.33)	26,797.67	(13.0%)	1,989.00	(10,630.31)	12,619.31	(18.7%)	1,989.00	(43.96)	2,032.96	(4,524.6%)
Other Income/Expense												
Other Expense												
Other Expenses	50,900.00	0.00	50,900.00	100.0%	115,338.45	0.00	115,338.45	100.0%	115,338.45	0.00	115,338.45	100.0%
<b>Total Other Expense</b>	<b>50,900.00</b>	<b>0.00</b>	<b>50,900.00</b>	<b>100.0%</b>	<b>115,338.45</b>	<b>0.00</b>	<b>115,338.45</b>	<b>100.0%</b>	<b>115,338.45</b>	<b>0.00</b>	<b>115,338.45</b>	<b>100.0%</b>
Other Income												
Interest Income					54.11				54.11			
Other Income	110.00	0.00	110.00	100.0%	11,801.00	0.00	11,801.00	100.0%	11,801.00	0.00	11,801.00	100.0%
<b>Total Other Income</b>	<b>110.00</b>	<b>0.00</b>	<b>110.00</b>	<b>100.0%</b>	<b>11,855.11</b>	<b>0.00</b>	<b>11,855.11</b>	<b>100.0%</b>	<b>11,855.11</b>	<b>0.00</b>	<b>11,855.11</b>	<b>100.0%</b>
Net Other Income	(50,790.00)	0.00	(50,790.00)	100.0%	(103,483.34)	0.00	(103,483.34)	100.0%	(103,483.34)	0.00	(103,483.34)	100.0%
<b>Net Income</b>	<b>(47,702.66)</b>	<b>(23,710.33)</b>	<b>(23,992.33)</b>	<b>201.2%</b>	<b>(101,494.34)</b>	<b>(10,630.31)</b>	<b>(90,864.03)</b>	<b>954.8%</b>	<b>(101,494.34)</b>	<b>(43.96)</b>	<b>(101,450.38)</b>	<b>230,878.8%</b>

Community Main Street  
Balance Sheet Standard

As of February 28, 2018

3/1/18

Feb 28, '18

## ASSETS

Current Assets	
Accounts Receivable	
Accounts Receivable	11,646.98
Total Accounts Receivable	<u>11,646.98</u>
Checking/Savings	
02/27/18 Collins CCU CD#0275137	20,091.32
04/05/18 FNB CD #964338	30,876.85
04/13/18 USBankCD#396402197653	20,367.31
04/26/18 LSB CD #3000268082	31,252.71
CFCCU Savings	5.00
CMS Capital Improvement Fund	14,168.03
CMS Main Checking #13920	117,649.56
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	61,837.18
Collins Community CU Savings	6,011.12
FSB Money Market #096-829-3	22,592.13
Petty Cash	50.00
U of I Community Credit Savings	<u>5.00</u>
Total Checking/Savings	<u>326,008.88</u>
Total Current Assets	<u>337,655.86</u>
Fixed Assets	
Equipment	80,688.50
Equipment Accum. Depreciation	<u>(75,290.00)</u>
Total Fixed Assets	<u>5,398.50</u>
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	(827,280.00)
Prepaid Rent	<u>1,750.39</u>
Total Other Assets	<u>24,470.39</u>
<b>TOTAL ASSETS</b>	<b><u>367,524.75</u></b>
LIABILITIES & EQUITY	
Equity	
Board Designated Reserve Fund	60,000.00
Net Income	(108,871.78)
Opening Bal Equity	27.17
Retained Earnings	36.85
Unrestricted Fund Balance	<u>335,339.40</u>
Total Equity	<u>286,531.64</u>
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	78,113.75
Payroll Liabilities	2,946.29
Sales Tax Payable	<u>(66.93)</u>
Total Other Current Liabilities	<u>80,993.11</u>
Total Current Liabilities	<u>80,993.11</u>
Total Liabilities	<u>80,993.11</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>367,524.75</u></b>

**COMMUNITY MAIN STREET  
Income Statement**

FEBRUARY 2018

	MONTHLY BUDGET - FEBRUARY				MONTHLY BUDGET - JULY TO FEBRUARY				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	0.00	0.00	0.00	0.0%	1,738.00	1,944.00	(206.00)	89.4%	1,738.00	1,944.00	(206.00)	89.4%
City Funding	0.00	0.00	0.00	0.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	8,200.71	10,000.00	(1,799.29)	82.0%	90,171.67	90,583.00	(411.33)	99.5%	90,171.67	100,903.00	(10,731.33)	89.4%
Friends Campaign	25.00	0.00	25.00	100.0%	10,340.25	0.00	10,340.25	100.0%	10,340.25	0.00	10,340.25	100.0%
Grant & other Income	75,018.77	0.00	75,018.77	100.0%	78,738.59	75,120.00	3,618.59	104.8%	78,738.59	78,500.00	238.59	100.3%
SSMID	0.00	0.00	0.00	0.0%	84,815.53	85,000.00	(184.47)	99.8%	84,815.53	170,000.00	(85,184.47)	49.9%
Total Income	83,244.48	10,000.00	73,244.48	832.4%	272,304.04	261,397.00	10,907.04	104.2%	272,304.04	366,597.00	(94,292.96)	74.3%
Gross Profit	83,244.48	10,000.00	73,244.48	832.4%	272,304.04	261,397.00	10,907.04	104.2%	272,304.04	366,597.00	(94,292.96)	74.3%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	34.66	10.00	24.66	346.6%	34.66	10.00	24.66	346.6%
Board Lunch Expense	12.89	162.00	(149.11)	8.0%	1,208.17	1,296.00	(87.83)	93.2%	1,208.17	1,944.00	(735.83)	62.1%
Committee Expense	2,075.42	2,500.00	(424.58)	83.0%	12,983.19	13,100.00	(116.81)	99.1%	12,983.19	23,900.00	(10,916.81)	54.3%
Depreciation Expense	450.00	450.00	0.00	100.0%	3,600.00	3,600.00	0.00	100.0%	3,600.00	5,400.00	(1,800.00)	66.7%
Dues and Subscriptions	82.14	250.00	(167.86)	32.9%	1,366.84	2,150.00	(783.16)	63.6%	1,366.84	3,000.00	(1,633.16)	45.6%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	1,378.54	1,880.00	(501.46)	73.3%	72,352.08	64,000.00	8,352.08	113.1%	72,352.08	74,385.00	(2,032.92)	97.3%
Grant Expense	75,000.00	0.00	75,000.00	100.0%	75,000.00	75,000.00	0.00	100.0%	75,000.00	75,000.00	0.00	100.0%
Insurance	0.00	0.00	0.00	0.0%	35.00	0.00	35.00	100.0%	35.00	5,000.00	(4,965.00)	0.7%
Miscellaneous	668.09	140.00	528.09	477.2%	1,186.31	1,120.00	66.31	105.9%	1,186.31	1,940.00	(753.69)	61.2%
Office Supplies	144.99	700.00	(555.01)	20.7%	4,098.21	5,600.00	(1,501.79)	73.2%	4,098.21	8,400.00	(4,301.79)	48.8%
Payroll Expenses	9,899.74	10,515.00	(615.26)	94.1%	88,031.01	90,210.00	(2,178.99)	97.6%	88,031.01	132,272.00	(44,240.99)	66.6%
Postage and Delivery	0.00	100.00	(100.00)	0.0%	1,759.23	2,800.00	(1,040.77)	62.8%	1,759.23	5,200.00	(3,440.77)	33.8%
Professional Fees	335.00	1,250.00	(915.00)	26.8%	3,960.00	8,500.00	(4,540.00)	46.6%	3,960.00	8,500.00	(4,540.00)	46.6%
Rent	583.33	583.33	0.00	100.0%	4,666.64	4,666.64	0.00	100.0%	4,666.64	6,999.96	(2,333.32)	66.7%
Repairs	0.00	0.00	0.00	0.0%	294.24	1,125.00	(830.76)	26.2%	294.24	1,500.00	(1,205.76)	19.6%
Telephone	160.00	220.00	(60.00)	72.7%	1,483.61	1,760.00	(276.39)	84.3%	1,483.61	2,640.00	(1,156.39)	56.2%
Travel & Training	131.56	200.00	(68.44)	65.8%	1,796.01	1,890.00	(93.99)	95.0%	1,796.01	4,000.00	(2,203.99)	44.9%
Utilities	479.66	480.00	(0.34)	99.9%	3,837.28	4,380.00	(542.72)	87.6%	3,837.28	6,300.00	(2,462.72)	60.9%
Total Expense	91,401.36	19,430.33	71,971.03	470.4%	277,692.48	281,457.64	(3,765.16)	98.7%	277,692.48	366,640.96	(88,948.48)	75.7%
Net Ordinary Income	(8,156.88)	(9,430.33)	1,273.45	86.5%	(5,388.44)	(20,060.64)	14,672.20	26.9%	(5,388.44)	(43.96)	(5,344.48)	12,257.6%
Other Income/Expense												
Other Expense												
Other Expenses	0.00	0.00	0.00	0.0%	115,338.45	0.00	115,338.45	100.0%	115,338.45	0.00	115,338.45	100.0%
Total Other Expense	0.00	0.00	0.00	0.0%	115,338.45	0.00	115,338.45	100.0%	115,338.45	0.00	115,338.45	100.0%
Other Income												
Interest Income					54.11				54.11			
Other Income	0.00	0.00	0.00	0.0%	11,801.00	0.00	11,801.00	100.0%	11,801.00	0.00	11,801.00	100.0%
Total Other Income	0.00	0.00	0.00	0.0%	11,855.11	0.00	11,855.11	100.0%	11,855.11	0.00	11,855.11	100.0%
Net Other Income	0.00	0.00	0.00	0.0%	(103,483.34)	0.00	(103,483.34)	100.0%	(103,483.34)	0.00	(103,483.34)	100.0%
Net Income	(8,156.88)	(9,430.33)	1,273.45	86.5%	(108,871.78)	(20,060.64)	(88,811.14)	542.7%	(108,871.78)	(43.96)	(108,827.82)	247,661.0%



Community Main Street  
Balance Sheet Standard  
As of March 31, 2018

4/2/18	Mar 31, '18
<b>ASSETS</b>	
Current Assets	
Accounts Receivable	
Accounts Receivable	7,976.27
Total Accounts Receivable	7,976.27
Checking/Savings	
04/05/18 FNB CD #964338	30,903.50
04/13/18 USBankCD#396402197653	20,367.31
04/26/18 LSB CD #3000268082	31,252.71
CFCCU Savings	5.00
CMS Capital Improvement Fund	14,170.44
CMS Main Checking #13920	107,970.62
CMS Main Street Record #700476	1,102.67
CMS Money Market #7004070	61,855.56
Collins Community CU Savings	26,111.85
FSB Money Market #096-829-3	22,609.81
Petty Cash	50.00
U of I Community Credit Savings	5.00
Total Checking/Savings	316,404.47
Total Current Assets	324,380.74
Fixed Assets	
Equipment	80,688.50
Equipment Accum. Depreciation	(75,740.00)
Total Fixed Assets	4,948.50
Other Assets	
Investment in SSMU	850,000.00
Investment in SSMU-Contra	(827,280.00)
Prepaid Rent	1,167.06
Total Other Assets	23,887.06
<b>TOTAL ASSETS</b>	<b>353,216.30</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Board Designated Reserve Fund	60,000.00
Net Income	(119,861.05)
Opening Bal Equity	27.17
Retained Earnings	36.85
Unrestricted Fund Balance	335,339.40
Total Equity	275,542.37
Liabilities	
Current Liabilities	
Other Current Liabilities	
Gift Certificates	74,423.75
Sales Tax Payable	(66.93)
Payroll Liabilities	
American Funds - SIMPLE IRA	416.00
Federal Taxes (941/944)	1,857.41
IA Income Tax	1,043.70
Total Payroll Liabilities	3,317.11
Total Other Current Liabilities	77,673.93
Total Current Liabilities	77,673.93
Total Liabilities	77,673.93
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>353,216.30</b>

**COMMUNITY MAIN STREET  
Income Statement  
MARCH 2018**

	MONTHLY BUDGET - MARCH				MONTHLY BUDGET - JULY TO MARCH				YEAR TO DATE ACTUAL	ANNUAL BUDGET		
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	ACTUAL TO BUDGET VARIANCE	% VARIANCE TO BUDGET		ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% ANNUAL BUDGET USED
Ordinary Income/Expense												
Income												
Board Income	0.00	0.00	0.00	0.0%	1,738.00	1,944.00	(206.00)	89.4%	1,738.00	1,944.00	(206.00)	89.4%
City Funding	0.00	0.00	0.00	0.0%	6,500.00	6,500.00	0.00	100.0%	6,500.00	13,000.00	(6,500.00)	50.0%
Equipment Rental Income - MUM	0.00	0.00	0.00	0.0%	0.00	2,250.00	(2,250.00)	0.0%	0.00	2,250.00	(2,250.00)	0.0%
Event Income	10,781.86	0.00	10,781.86	100.0%	100,703.53	90,583.00	10,120.53	111.2%	100,703.53	100,903.00	(199.47)	99.8%
Friends Campaign	1,000.00	0.00	1,000.00	100.0%	11,340.25	0.00	11,340.25	100.0%	11,340.25	0.00	11,340.25	100.0%
Grant & other Income	108.03	0.00	108.03	100.0%	78,918.41	75,120.00	3,798.41	105.1%	78,918.41	78,500.00	418.41	100.5%
SSMID	0.00	0.00	0.00	0.0%	84,815.53	85,000.00	(184.47)	99.8%	84,815.53	170,000.00	(85,184.47)	49.9%
Total Income	11,889.89	0.00	11,889.89	100.0%	284,015.72	261,397.00	22,618.72	108.7%	284,015.72	366,597.00	(82,581.28)	77.5%
Gross Profit	11,889.89	0.00	11,889.89	100.0%	284,015.72	261,397.00	22,618.72	108.7%	284,015.72	366,597.00	(82,581.28)	77.5%
Expense												
Bank Service Charges	0.00	0.00	0.00	0.0%	34.66	10.00	24.66	346.6%	34.66	10.00	24.66	346.6%
Board Lunch Expense	231.13	162.00	69.13	142.7%	1,439.30	1,458.00	(18.70)	98.7%	1,439.30	1,944.00	(504.70)	74.0%
Committee Expense	546.75	1,800.00	(1,253.25)	30.4%	13,529.94	14,900.00	(1,370.06)	90.8%	13,529.94	23,900.00	(10,370.06)	56.6%
Depreciation Expense	450.00	450.00	0.00	100.0%	4,050.00	4,050.00	0.00	100.0%	4,050.00	5,400.00	(1,350.00)	75.0%
Dues and Subscriptions	450.00	100.00	350.00	450.0%	1,816.84	2,250.00	(433.16)	80.7%	1,816.84	3,000.00	(1,183.16)	60.6%
Equipment Rental Expense - MUM	0.00	0.00	0.00	0.0%	0.00	250.00	(250.00)	0.0%	0.00	250.00	(250.00)	0.0%
Event Expense	3,168.30	1,515.00	1,653.30	209.1%	75,520.38	65,515.00	10,005.38	115.3%	75,520.38	74,385.00	1,135.38	101.5%
Grant Expense	0.00	0.00	0.00	0.0%	75,000.00	75,000.00	0.00	100.0%	75,000.00	75,000.00	0.00	100.0%
Insurance	0.00	0.00	0.00	0.0%	35.00	0.00	35.00	100.0%	35.00	5,000.00	(4,965.00)	0.7%
Miscellaneous	165.02	140.00	25.02	117.9%	1,351.33	1,260.00	91.33	107.2%	1,351.33	1,940.00	(588.67)	69.7%
Moving Expenses	3,518.34	0.00	3,518.34	100.0%	3,518.34	0.00	3,518.34	100.0%	3,518.34	0.00	3,518.34	100.0%
Office Supplies	338.20	700.00	(361.80)	48.3%	4,436.41	6,300.00	(1,863.59)	70.4%	4,436.41	8,400.00	(3,963.59)	52.8%
Payroll Expenses	9,967.55	10,515.00	(547.45)	94.8%	97,998.56	100,725.00	(2,726.44)	97.3%	97,998.56	132,272.00	(34,273.44)	74.1%
Postage and Delivery	0.00	100.00	(100.00)	0.0%	1,759.23	2,900.00	(1,140.77)	60.7%	1,759.23	5,200.00	(3,440.77)	33.8%
Professional Fees	0.00	0.00	0.00	0.0%	3,960.00	8,500.00	(4,540.00)	46.6%	3,960.00	8,500.00	(4,540.00)	46.6%
Rent	583.33	583.33	0.00	100.0%	5,249.97	5,249.97	0.00	100.0%	5,249.97	6,999.96	(1,749.99)	75.0%
Repairs	0.00	0.00	0.00	0.0%	294.24	1,125.00	(830.76)	26.2%	294.24	1,500.00	(1,205.76)	19.6%
Telephone	125.54	220.00	(94.46)	57.1%	1,609.15	1,980.00	(370.85)	81.3%	1,609.15	2,640.00	(1,030.85)	61.0%
Travel & Training	45.17	300.00	(254.83)	15.1%	1,841.18	2,190.00	(348.82)	84.1%	1,841.18	4,000.00	(2,158.82)	46.0%
Utilities	479.66	480.00	(0.34)	99.9%	4,316.94	4,860.00	(543.06)	88.8%	4,316.94	6,300.00	(1,983.06)	68.5%
Total Expense	20,068.99	17,065.33	3,003.66	117.6%	297,761.47	298,522.97	(761.50)	99.7%	297,761.47	366,640.96	(68,879.49)	81.2%
Net Ordinary Income	(8,179.10)	(17,065.33)	8,886.23	47.9%	(13,745.75)	(37,125.97)	23,380.22	37.0%	(13,745.75)	(43.96)	(13,701.79)	31,268.8%
Other Income/Expense												
Other Expense												
Other Expenses	2,577.85	0.00	2,577.85	100.0%	117,916.30	0.00	117,916.30	100.0%	117,916.30	0.00	117,916.30	100.0%
Total Other Expense	2,577.85	0.00	2,577.85	100.0%	117,916.30	0.00	117,916.30	100.0%	117,916.30	0.00	117,916.30	100.0%
Other Income												
Other Income	0.00	0.00	0.00	0.0%	11,801.00	0.00	11,801.00	100.0%	11,801.00	0.00	11,801.00	100.0%
Total Other Income	0.00	0.00	0.00	0.0%	11,801.00	0.00	11,801.00	100.0%	11,801.00	0.00	11,801.00	100.0%
Net Other Income	(2,577.85)	0.00	(2,577.85)	100.0%	(106,115.30)	0.00	(106,115.30)	100.0%	(106,115.30)	0.00	(106,115.30)	100.0%
Net Income	(10,756.95)	(17,065.33)	6,308.38	63.0%	(119,861.05)	(37,125.97)	(82,735.08)	322.9%	(119,861.05)	(43.96)	(119,817.09)	272,659.3%

**CEDAR FALLS COMMUNITY MAIN STREET  
"ONE-SHEET"  
October 31, 2017**

<b>BOARD OF DIRECTORS</b>	<b>BUSINESS IMPROVEMENT COMMITTEE</b>	<b>DESIGN COMMITTEE</b>	<b>ORGANIZATION &amp; DEVELOPMENT COMMITTEE</b>	<b>PROMOTIONS COMMITTEE</b>	<b>RETAIL/NIGHTLIFE PROMOTIONS</b>
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• MSI annual checklist</li> <li>• April bi-annual report</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> <li>• Prioritize parking action items</li> <li>• Volunteer engagement descriptions</li> <li>• Strategic Plan review</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• Expert workshop series</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Challenge Grant FY17 (monitor progress)</li> <li>• MSI annual checklist</li> <li>• Open 4 Business 2018</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x2)</li> <li>• Challenge Grant submission FY18</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Holiday decorating</li> <li>• Summer beautification (flowers)</li> <li>• Training session on design guidelines</li> <li>• Post updated design guidelines</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Challenge Grant</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Partner thank you</li> <li>• Main Street Iowa award nominations</li> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• MSI annual checklist</li> <li>• Newsletter (8)</li> <li>• Calendar of Event mailing (x2)</li> <li>• Holiday Hoopla <ul style="list-style-type: none"> <li>○ Kick off</li> <li>○ Small Bus. Sat.</li> <li>○ Jingle &amp; Mingle</li> <li>○ Breakfast with Santa</li> <li>○ Hoopla Cheer</li> <li>○ Snow Shuffle</li> <li>○ Baby It's Cold – ice</li> <li>○ Movie Magic</li> <li>○ Coloring Contest</li> <li>○ Window Contest</li> <li>○ Trolley Rides</li> <li>○ Letters to Santa</li> </ul> </li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x3)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> <li>• Downtown Delights</li> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> <li>• Aloha Cedar Falls</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober <ul style="list-style-type: none"> <li>○ Pink Ribbon Run</li> <li>○ Fall Family Fun Day</li> <li>○ Witches walk</li> <li>○ Trick or Treat</li> </ul> </li> </ul>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
November 30, 2017**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• April bi-annual report</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> <li>• Prioritize parking action items</li> <li>• Volunteer engagement descriptions</li> <li>• Strategic Plan review</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress</li> <li>• <b>Parking</b> <ul style="list-style-type: none"> <li>◦ Review meter policy</li> <li>◦ Employee strategy</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Expert workshop series</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Challenge Grant FY17 (monitor progress)</li> <li>• Open 4 Business 2018</li> <li>• <b>Parking</b> <ul style="list-style-type: none"> <li>◦ Drop off zones</li> <li>◦ Fees</li> <li>◦ Day pass purchase option downtown</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x2)</li> <li>• Challenge Grant submission FY18</li> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Summer beautification (flowers)</li> <li>• Training session on design guidelines</li> <li>• Post updated design guidelines</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Challenge Grant</li> <li>• <b>Parking</b> <ul style="list-style-type: none"> <li>◦ Handicap locations</li> <li>◦ Sign plan (with city)</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> <li>• Holiday decorating</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Main Street Iowa award nominations</li> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> <li>• Partner thank you</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (7)</li> <li>• Calendar of Event mailing (x1)</li> <li>• <b>Launch District Brand</b></li> <li>• Holiday Hoopla <ul style="list-style-type: none"> <li>◦ Breakfast with Santa</li> <li>◦ Jingle &amp; Mingle</li> <li>◦ Hoopla Cheer</li> <li>◦ Snow Shuffle</li> <li>◦ Baby It's Cold – ice</li> <li>◦ Movie Magic</li> <li>◦ Coloring Contest</li> <li>◦ Window Contest</li> <li>◦ Trolley Rides</li> <li>◦ Letters to Santa</li> </ul> </li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> <li>• <b>Parking</b> <ul style="list-style-type: none"> <li>◦ Positive, consistent message</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x4)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> <li>• Calendar of Event mailing (x1)</li> <li>• MSI annual checklist</li> <li>• Holiday Hoopla <ul style="list-style-type: none"> <li>◦ Kick off</li> <li>◦ Small Bus. Sat.</li> <li>◦ # Elfie</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Downtown Delights</li> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> <li>• Aloha Cedar Falls</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober <ul style="list-style-type: none"> <li>◦ Pink Ribbon Run</li> <li>◦ Fall Family Fun Day</li> <li>◦ Witches walk</li> <li>◦ Trick or Treat</li> </ul> </li> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> </ul>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
December 31, 2017**

<b>BOARD OF DIRECTORS</b>	<b>BUSINESS IMPROVEMENT COMMITTEE</b>	<b>DESIGN COMMITTEE</b>	<b>ORGANIZATION &amp; DEVELOPMENT COMMITTEE</b>	<b>PROMOTIONS COMMITTEE</b>	<b>RETAIL/NIGHTLIFE PROMOTIONS</b>
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• April bi-annual report</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> <li>• Prioritize parking action items</li> <li>• Volunteer engagement descriptions</li> <li>• Strategic Plan review</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Review meter policy</li> <li>○ Employee strategy</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Expert workshop series</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Challenge Grant FY17 (monitor progress)</li> <li>• Open 4 Business 2018</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Drop off zones</li> <li>○ Fees</li> <li>○ Day pass purchase option downtown</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x2)</li> <li>• Challenge Grant submission FY18</li> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Summer beautification (flowers)</li> <li>• Training session on design guidelines</li> <li>• Post updated design guidelines</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Handicap locations</li> <li>○ Sign plan (with city)</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> <li>• Holiday decorating</li> <li>• Challenge Grant</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Main Street Iowa award nominations</li> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> <li>• Partner thank you</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (7)</li> <li>• Calendar of Event mailing (x1)</li> <li>• Launch District Brand</li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Positive, consistent message</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x4)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> <li>• Calendar of Event mailing (x1)</li> <li>• MSI annual checklist</li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Kick off</li> <li>○ Small Bus. Sat.</li> <li>○ # Elfie</li> </ul> </li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Breakfast with Santa</li> <li>○ Jingle &amp; Mingle</li> <li>○ Hoopla Cheer</li> <li>○ Snow Shuffle</li> <li>○ Baby It's Cold – ice</li> <li>○ Movie Magic</li> <li>○ Coloring Contest</li> <li>○ Window Contest</li> <li>○ Trolley Rides</li> <li>○ Letters to Santa</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Downtown Delights</li> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> <li>• Aloha Cedar Falls</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober               <ul style="list-style-type: none"> <li>○ Pink Ribbon Run</li> <li>○ Fall Family Fun Day</li> <li>○ Witches walk</li> <li>○ Trick or Treat</li> </ul> </li> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> </ul>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
January 31, 2018**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• April bi-annual report</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> <li>• Volunteer engagement descriptions</li> <li>• Strategic Plan review</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress (CIP FY?)</li> <li>• Review Overlay ordinance changes</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Review meter policy</li> <li>○ Employee strategy</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> <li>• MSI annual checklist</li> <li>• Prioritize parking action items</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Expert workshop series</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Challenge Grant FY17 (monitor progress)</li> <li>• Open 4 Business 2018</li> <li>• Lemonade Day</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Drop off zones</li> <li>○ Fees</li> <li>○ Day pass purchase option downtown</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x12)</li> <li>• Challenge Grant submission FY18</li> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Summer beautification (flowers)</li> <li>• Training session on design guidelines</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Handicap locations</li> <li>○ Sign plan (with city)</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> <li>• Holiday decorating</li> <li>• Challenge Grant</li> <li>• Post updated design guidelines</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Main Street Iowa award nominations</li> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> <li>• Partner thank you</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (5)</li> <li>• Calendar of Event mailing (x1)</li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Positive, consistent message</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x6)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> <li>• Calendar of Event mailing (x1)</li> <li>• MSI annual checklist</li> <li>• Launch District Brand</li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Kick off</li> <li>○ Small Bus. Sat.</li> <li>○ # Elfie</li> </ul> </li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Breakfast with Santa</li> <li>○ Jingle &amp; Mingle</li> <li>○ Hoopla Cheer</li> <li>○ Snow Shuffle</li> <li>○ Baby It's Cold – ice</li> <li>○ Movie Magic</li> <li>○ Coloring Contest</li> <li>○ Window Contest</li> <li>○ Trolley Rides</li> <li>○ Letters to Santa</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Downtown Delights</li> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> <li>• Aloha Cedar Falls</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober               <ul style="list-style-type: none"> <li>○ Pink Ribbon Run</li> <li>○ Fall Family Fun Day</li> <li>○ Witches walk</li> <li>○ Trick or Treat</li> </ul> </li> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> </ul>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
February 28, 2018**

<b>BOARD OF DIRECTORS</b>	<b>BUSINESS IMPROVEMENT COMMITTEE</b>	<b>DESIGN COMMITTEE</b>	<b>ORGANIZATION &amp; DEVELOPMENT COMMITTEE</b>	<b>PROMOTIONS COMMITTEE</b>	<b>RETAIL/NIGHTLIFE PROMOTIONS</b>
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• April bi-annual report</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> <li>• Volunteer engagement descriptions</li> <li>• Strategic Plan review</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress (CIP FY?)</li> <li>• Review Overlay ordinance changes</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Review meter policy</li> <li>○ Employee strategy</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> <li>• MSI annual checklist</li> <li>• Prioritize parking action items</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Expert workshop series</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Challenge Grant FY17 (monitor progress)</li> <li>• Open 4 Business 2018</li> <li>• Lemonade Day</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Drop off zones</li> <li>○ Fees</li> <li>○ Day pass purchase option downtown</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x12)</li> <li>• Challenge Grant submission FY18</li> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• MSI annual checklist</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Summer beautification (flowers)</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Handicap locations</li> <li>○ Sign plan (with city)</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> <li>• Holiday decorating</li> <li>• Challenge Grant</li> <li>• Post updated design guidelines</li> <li>• Training session on design guidelines</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> <li>• Partner thank you</li> <li>• Main Street Iowa award nominations</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (4)</li> <li>• Calendar of Event mailing (x1)</li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Positive, consistent message</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x7)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> <li>• Calendar of Event mailing (x1)</li> <li>• MSI annual checklist</li> <li>• Launch District Brand</li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Kick off</li> <li>○ Small Bus. Sat.</li> <li>○ # Elfie</li> </ul> </li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Breakfast with Santa</li> <li>○ Jingle &amp; Mingle</li> <li>○ Hoopla Cheer</li> <li>○ Snow Shuffle</li> <li>○ Baby It's Cold – ice</li> <li>○ Movie Magic</li> <li>○ Coloring Contest</li> <li>○ Window Contest</li> <li>○ Trolley Rides</li> <li>○ Letters to Santa</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober               <ul style="list-style-type: none"> <li>○ Pink Ribbon Run</li> <li>○ Fall Family Fun Day</li> <li>○ Witches walk</li> <li>○ Trick or Treat</li> </ul> </li> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> <li>• Downtown Delights</li> <li>• Aloha Cedar Falls</li> </ul>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
March 31, 2018**

BOARD OF DIRECTORS	BUSINESS IMPROVEMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION & DEVELOPMENT COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• April bi-annual report</li> <li>• Volunteer engagement descriptions</li> <li>• Establish formal staff review process</li> <li>• Levee support and communication (ongoing)</li> <li>• Monitor Whitewater park progress (CIP FY?)</li> <li>• Review Overlay ordinance changes</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Review meter policy</li> <li>○ Employee strategy</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Finalize updated design guidelines including new construction info.</li> <li>• October bi-annual report</li> <li>• City funding grant request</li> <li>• Levee communication (city meeting invite)</li> <li>• MSI annual checklist</li> <li>• Prioritize parking action items</li> <li>• Strategic Plan review</li> <li>• Develop and launch capital campaign for streetscape improvements (with Org &amp; Development)</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Expert workshop series (Beyond the Storefront scheduled in April)</li> <li>• New business visits</li> <li>• Create strategy for business development on side streets</li> <li>• Open 4 Business 2018 (local business selected)</li> <li>• Lemonade Day</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Drop off zones</li> <li>○ Fees</li> <li>○ Day pass purchase option downtown</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• New business visits (x13)</li> <li>• Challenge Grant submission FY18</li> <li>• Personal visits by category (industry trends, current CF climate)</li> <li>• MSI annual checklist</li> <li>• Expert workshop series (Customer Service by tourism)</li> <li>• Challenge Grant FY17 (monitor progress)</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Façade review</li> <li>• Banner (1 new set)</li> <li>• Clean up (x1)</li> <li>• Summer beautification (flowers)</li> <li>• Feature building in Facebook post 1x per month</li> <li>• Distribute Historic District info to property owners</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Handicap locations</li> <li>○ Sign plan (with city)</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Façade review (x9)</li> <li>• Add new construction section to design guidelines</li> <li>• One Bag Challenge (x1 Fall Clean Up)</li> <li>• MSI annual checklist</li> <li>• Holiday decorating</li> <li>• Challenge Grant</li> <li>• Post updated design guidelines</li> <li>• Training session on design guidelines</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Annual meeting</li> <li>• Flower fundraiser</li> <li>• Volunteer recognition party</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Historic Fire tour fundraiser (Hot Time in Old Town)</li> <li>• MSI annual checklist</li> <li>• Partner thank you</li> <li>• Main Street Iowa award nominations</li> <li>• Develop and launch capital campaign for streetscape improvements (with board)</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (3)</li> <li>• Calendar of Event mailing (x1)</li> <li>• Show &amp; Shine</li> <li>• Movies Under the Moon (FY18)</li> <li>• Mobile App</li> <li>• Hops</li> <li>• Parking               <ul style="list-style-type: none"> <li>○ Positive, consistent message</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Newsletter (x8)</li> <li>• Complete branding project</li> <li>• FondoFest</li> <li>• ARTapalooza</li> <li>• New brochure</li> <li>• Calendar of Event mailing (x1)</li> <li>• MSI annual checklist</li> <li>• Launch District Brand</li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Kick off</li> <li>○ Small Bus. Sat.</li> <li>○ # Elfie</li> </ul> </li> <li>• Holiday Hoopla               <ul style="list-style-type: none"> <li>○ Breakfast with Santa</li> <li>○ Jingle &amp; Mingle</li> <li>○ Hoopla Cheer</li> <li>○ Snow Shuffle</li> <li>○ Baby It's Cold – ice</li> <li>○ Movie Magic</li> <li>○ Coloring Contest</li> <li>○ Window Contest</li> <li>○ Trolley Rides</li> <li>○ Letters to Santa</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>• Spring Shop Hop</li> <li>• Spring Girls' Night Out</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>• Sidewalk Sale</li> <li>• Panther Prowl</li> <li>• Fall Girls' Night Out</li> <li>• Restaurant Week</li> <li>• Funtober               <ul style="list-style-type: none"> <li>○ Pink Ribbon Run</li> <li>○ Fall Family Fun Day</li> <li>○ Witches walk</li> <li>○ Trick or Treat</li> </ul> </li> <li>• MSI annual checklist</li> <li>• Holiday Shop Hop</li> <li>• Small Business Saturday</li> <li>• Downtown Delights</li> <li>• Aloha Cedar Falls</li> </ul>



**Community Main Street  
Director's Staff Report for October 2017:**

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**Committees:**

- **Promotion/Retail/Nightlife** –downtown branding; Holiday Hoopla; GNO; Funtober; Small Business Saturday; Fondo 2018; new brochure; accreditation checklist
- **Design** – façade reviews; holiday decorating; One bag challenge (fall clean up); accreditation checklist
- **Business Improvement** – business survey; new business visit; accreditation checklist
- **Organization & Development** – Partner Thank You; accreditation checklist
- **Board** –parking task force initiatives; streetscape; plaza MOU

**Staff Activities:**

- Event planning, facilitation, support and oversight of the following events
  - Girls Night Out
  - Fall Family Fun Day (Funtober)
  - Witches' Walk (Funtober)
  - Trick or Treating
- Attended Build a Better Block training in Ottumwa (mandatory MSI training)
- Submitted bi-annual report to city
- Submitted Economic Betterment Grant application to city
- Presented annual update at city council meeting
- Submitted capital improvement priority list to council and mayor
- Continued to close bank accounts and cash in CDs in anticipation of streetscape project
- Submitted tourism grant for new brochure (secured)
- Worked with designers on new downtown brochure
- Worked with designers on fall/winter postcard mailing
- Met with new volunteer
- Represented CMS and downtown interests during plaza memo of understanding meetings
- Planned historic district ribbon cutting
- Planned Fall/Winter postcard mailing (calendar of events)
- Continued Holiday Hoopla sponsorship drive and event planning
- Coordinated communication with downtown stakeholders regarding levee project
- Worked with Larry on pricing for old chamber building move
- Monitored business visit project
- Continued office coordinator staff training
- Brand launch planning
- Continued streetscape master plan execution
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

**Community Event Representation:** Alliance & Chamber (x1); levee construction meetings (x1); levee public meeting; historical society fundraising kick-off event; tourism board meeting

**Staff Priorities for November 2017:**

- Successful series of Holiday Hoopla events
- Partner thank you
- Finalize MOU for plaza agreement
- Downtown brand launch
- Complete and submit accreditation checklist

# Item G.1.c.

## Community Main Street Director's Staff Report for November 2017:

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### Committees:

- **Promotion/Retail/Nightlife** –downtown branding; Holiday Hoopla; Small Business Saturday; Fondo 2018; new brochure; Downtown Ingredients Holiday Shop Hop
- **Design** – façade reviews; holiday decorating; overlay ordinance review
- **Business Improvement** – business survey; new business visit
- **Organization & Development** – Volunteer job description
- **Board** – streetscape; plaza MOU

### Staff Activities:

- Event planning, facilitation, support and oversight of the following events
  - Downtown Ingredients Holiday Shop Hop
  - Holiday Hoopla window contest judging
  - Holiday Hoopla Kick-Off
  - Small Business Saturday
  - #Elfie
  - Partner Thank You
- Taped Currents episode to promote HH
- Met with Barb Brown to discuss downtown banner policy in regard to 100<sup>th</sup> anniversary of women's suffrage
- Met with Ashley Johnson to finalize Fondo sponsorship packages
- Met with potential volunteer to take over car show
- CAPS strand visits at downtown locations
- Fall/winter postcard mailing executed
- Attended Community Catalyst Remediation Program training in Hampton
- Worked with all staff to coordinate downtown decoration for the holidays
- City meeting with Ron Gaines, Pam Taylor and LeaAnn Saul
- Met with John Luzaich, Oster Regent Theatre
- Reviewed draft of proposed overlay ordinances and provided recommendations (with assistance from Design Committee)
- Finalized Historic District ribbon cutting plans and executed event in conjunction with the Historical Society and HPC
- Represented CMS in plaza design meetings including public art meeting(s)
- Began streetscape fundraising campaign planning
- Met with Tom Blanford to discuss 2018 Fondo sponsorship
- Represented CMS during Memo of Understanding meetings regarding future ownership/management of plaza
- Worked with Randy Schmidt (former board member Mare Schmidt's husband) on memorial gift donations
- Completed brochure project
- Completed brochure insert project (Dine/Shop Like a Local)
- Assisted three UNI students with event class interview project
- Began working with Mimi Rice on Challenge Grant reimbursement
- Met with Stephanie Sheetz for city updates
- Renewed discussions with Cohesive to plan branding launch (January)
- Met with new volunteer
- Represented CMS and downtown interests during plaza memo of understanding meetings
- Coordinated communication with downtown stakeholders regarding levee project
- Met with AECOM regarding old chamber building move; continue to work with Larry on costs, building needs

- Monitored business visit project
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

**Community Event Representation:** Wilbo opening; Mare Schmidt (former board member) visitation; Bob Seymour's reception; Council Committee meeting (x1); Council meeting (x1); IDM Advisory Council meeting; Alliance & Chamber (x1); tourism board meeting;

**Staff Priorities for December 2017:**

- Successful series of Holiday Hoopla events
- Finalize MOU for plaza agreement
- Downtown brand launch materials completed and scheduled
- Submit accreditation checklist after approval of Nov. financials

# Item G.1.c.

## Community Main Street Director's Staff Report for December 2017:

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### Committees:

- **Promotion/Retail/Nightlife** –downtown branding; Holiday Hoopla; Fondo 2018; Downtown Delights; Aloha Cedar Falls
- **Design** – façade reviews; overlay ordinance updates
- **Business Improvement** – business survey; new business visit
- **Organization & Development** – volunteer job description; annual meeting; volunteer appreciation; Main Street Iowa award nominations
- **Board** – streetscape fundraising

### Staff Activities:

- Event planning, facilitation, support and oversight of the following events
  - Holiday Hoopla
    - Breakfast with Santa
    - Jingle & Mingle
    - Snow Shuffle
    - Hoopla Cheer/Ugly Sweater/Santa Beard Contests
    - Movie Magic
    - Baby It's Cold – ice carving, luminaires
    - Coloring Contest
    - Window Contest (people's choice)
    - Trolley Rides
    - Letters from Santa
    - Holly Trolley
- Submitted Accreditation checklist and support materials
- Plaza meetings with various entities to determine steps without city involvement in MOU
- Assisted two UNI students on a non-profit management class interview project
- Attended levee construction meetings (x2)
- Met with SingleSpeed regarding Fondo sponsorship
- Welcomed new businesses – Transcend; Nicole Knebel;
- Attended social media training facilitated by Main Street Iowa
- Began planning to move items currently stored at FNB
- Met with new Hearst Center director, Heather Skeens
- Met with bike share company representative to learn about their downtown initiative
- Met with council members Frank Darrah and Mark Miller to discuss downtown projects
- Hosted land lease meeting with Kittrell and CMS reps regarding chamber building move
- Attended meetings with Brad Strouse regarding legal items pertaining to chamber building move; MOU etc.
- Consulted with AHTS regarding plans to move the old chamber building
- Updated streetscape fundraising plans to remove plaza component

- Met with Stephanie Sheetz to discuss streetscape schedule and other downtown projects
- Continued working with Mimi Rice on Challenge Grant reimbursement paperwork
- Monitored business visit project
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

***Community Event Representation:*** Brass Tap Ribbon Cutting; Legislative Reception; 250 State grand opening; Jim Krieg retirement

**Staff Priorities for January 2017:**

Take down holiday decorations throughout the district

Finalize updated overlay ordinance draft

Determine streetscape fundraising committee and support materials

Launch downtown brand

Complete Main Street Iowa award nominations

Complete Wilbo challenge grant reimbursement process

# Item G.1.c.

## Community Main Street Director's Staff Report for January 2018:

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### Committees:

- **Promotion/Retail/Nightlife** –downtown branding; Fondo 2018; Downtown Delights; Aloha Cedar Falls; Hops; Movies Under the Moon
- **Design** – façade reviews; overlay ordinance updates
- **Business Improvement** –new business visit; Open 4 Business; Lemonade Day
- **Organization & Development** – volunteer job description; annual meeting; volunteer appreciation; Main Street Iowa award nominations
- **Board** – streetscape fundraising

### Staff Activities:

- Event planning, facilitation, support and oversight of the following events
  - Holiday Hoopla clean up/un-decorating the district
  - Holiday Hoopla recap meeting
- Participated in two work sessions to update the overlay ordinance
- Met with College Hill Partnership president Andy Fuchtman
- Finalized branding launch materials
- Met with new business owner Sarah Stokes
- Secured donations for 2 prize packages to be given away at the Fondo booth during the Iowa Bike Expo
- Attended Iowa Bike Expo to promote the GranFondo and FondoFest
- Facilitated Movies Under the Moon partner meeting
- Met with Cory Hines to review downtown mapping project
- Began working on Main Street Iowa award nominations
- Worked with Melissa Barber on streetscape fundraiser strategy; updated streetscape fundraising plans with adjusted financial projections
- Met with new library director Jay Robinson
- Discussed proposed changes to MU2 with several downtown stakeholders; relayed communication to city
- Attended levee construction meetings (x2)
- Consulted with AHTS regarding plans to move the old chamber building
- Submitted Challenge Grant reimbursement paperwork, which was approved (waiting for check)
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

**Community Event Representation:** Levee meetings (x2); One Million Cups; Planning & Zoning (x1); guest at Rotary; Tourism board meeting;

### Staff Priorities for February 2018:

Review and gather stakeholder feedback on proposed overlay ordinance drafts  
Continue streetscape fundraising planning; finalize materials  
Continue brand launch  
Submit Main Street Iowa award nominations  
Begin solicitation of sponsors for summer and fall events  
Navigate P & Z process for chamber building move

**Community Main Street  
Director's Staff Report for February 2018:**

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**Committees:**

- **Promotion/Retail/Nightlife** –downtown branding; Fondo 2018; Movies Under the Moon; Show & Shine
- **Design** – façade reviews; overlay ordinance updates
- **Business Improvement** –new business visit; Open 4 Business; Lemonade Day
- **Organization & Development** – volunteer job description; annual meeting; volunteer appreciation;
- **Board** – streetscape fundraising

**Staff Activities:**

- Event planning, facilitation, support and oversight of the following events
  - Downtown Delights
  - Aloha Cedar Falls
- Worked with Larry on Chamber building project (bids/plans etc.)
- Consulted with AHTS regarding plans to move the old chamber building and P & Z submittal
- Presented overlay information at P & Z meeting
- Presented CMS information and discussed partnership opportunities with Mill Race Board of Directors
- Conducted individual stakeholder meetings to review overlay ordinance proposed changes
- Worked with Melissa Barber on streetscape fundraising plans and approach
- Met with GBPAC representatives to discuss Fondo sponsorship and other partnership possibilities
- Met with Pam Taylor to discuss downtown developments
- Attended Main Street Iowa Regional Training session (topic – organizational sustainability; use of video for organizational promotion)
- Participated in Urban Pie 1 year anniversary ribbon cutting
- Was a guest on the Mayor's Corner show on channel 15 to discuss the downtown branding campaign
- Secured co-chairs and honorary co-chairs for the downtown streetscape fundraising steering committee; finalized list of steering committee members with co-chairs; recruited members
- Met with Alzheimer's Association representatives to learn about an initiative they are undertaking downtown
- Hosted a bar/restaurant meeting
- Completed three Main Street Iowa award nominations; one leadership nomination; one in memorandum nomination (surprised leadership/volunteer of the year with recognition)
- Met with city staff regarding proposed downtown overlay changes
- Launched new downtown brand; TV commercial package
- Met with Danika Patten regarding Rain Barrel project the UNIRTTTC is conducting
- Submitted Currents article

## Item G.1.c.

- Met with city staff regarding downtown streetscape and other projects
- Presented Challenge Grant check to Wilbo
- Attended levee construction meetings (x2)
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

***Community Event Representation:*** Levee meetings (x2); Alliance & Chamber affiliate meeting; Planning & Zoning (x2); Urban Pie Ribbon Cutting;

### **Staff Priorities for March 2018:**

Monitor progress of proposed overlay ordinance drafts  
Finalize contact lists for streetscape fundraiser  
Begin solicitation of sponsors for summer and fall events  
Continue planning for chamber building move



**Community Main Street  
Director's Staff Report for March 2018:**

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**Committees:**

- **Promotion/Retail/Nightlife** –downtown branding; Fondo 2018; Movies Under the Moon; Show & Shine; Hops; FY19 contracts; GNO; Spring Shop Hop; Holiday Hoopla
- **Design** – façade reviews; overlay ordinance updates
- **Business Improvement** –new business visit; Open 4 Business; Lemonade Day
- **Organization & Development** – volunteer job description; annual meeting; volunteer appreciation;
- **Board** – streetscape fundraising

**Staff Activities:**

- Attended the National Main Street Now conference
- Worked with Mill Race on the Cedar Valley Tech Tour sessions focusing on downtown/main street
- Began advance prep work for strategic planning session including conference call with Main Street Iowa
- Worked with Larry on Chamber building project (bids/plans etc.)
- Consulted with AHTS regarding plans to move the old chamber building interior designs
- Met with Dan Lynch and Dave Deaver regarding construction financing for chamber building move
- Work day to remove of brick from old chamber building (coordinated and conducted by Larry)
- Monitored progress of legal paperwork regarding donation of the old chamber building to CMS from Western Home
- Monitored land transfer paperwork progress between CMS and River Place/Eagle View Partners
- Met with potential new CMS volunteer
- Continued working with Stephanie Sheetz on master streetscape plans; met several times
- Hosted media and partner branding meeting
- Worked with Melissa Barber on streetscape fundraising plans and approach; conducted first steering committee meeting
- Met with Dave Schachterle regarding kiosk panel updates
- Assisted Glynis Worthington with downtown projects related to her senior Olympic event plans
- Sat in on a webinar to review cultural district renewal requirements
- Assisted with disposal of old holiday wreathes
- Met briefly with Mayor Brown regarding economic development issues community wide
- Met with Ty Kimble regarding insurance needs after we own the building
- Selected local business to advance in the Open 4 Business grant opportunity

## Item G.1.c.

- Met with GBPAC representatives to discuss Fondo sponsorship and other partnership possibilities
- Met with city staff several times regarding proposed downtown overlay changes
- Continued working with Danika Patten regarding Rain Barrel project the UNIRTTTC is conducting
- Attended levee construction meetings (x1)
- Secured new CMS representative to serve on the Bike/Ped committee (Matt Dunning)
- Completed and submitted monthly reporting to Main Street Iowa
- Planned and facilitated all committee meetings and sub-committee meetings

**Community Event Representation:** Levee meetings (x1); One Million Cups; Debi Durham Mill Race visit coordinated by Alliance & Chamber; Debi Durham economic update with Alliance & Chamber;

### **Staff Priorities for April and May 2018:**

Downtown strategic planning session  
Bi-annual report to the City of Cedar Falls  
Monitor progress of proposed overlay ordinance drafts  
Streetscape fundraising  
Event sponsors for remainder of the year  
Continue preparations and complete old chamber building move  
Successful Hops fundraiser  
Successful Shop Hop



**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:** Chase Schrage, CIP Projects Supervisor

**DATE:** April 10, 2018

**SUBJECT:** Center Street Recreational Trail Project  
Project No. RT-000-3107  
Iowa DOT Project No. TAP-U-1185(651)—8I-07  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Cost Estimate for the Center Street Recreational Trail Project. The project was designed by Clapsaddle-Garber Associates of Marshalltown, IA for the City of Cedar Falls, in accordance with the Iowa Department of Transportation (IDOT) Standard Specifications.

The project is scheduled for bid letting by the IDOT at the May 15, 2018 highway letting. The total estimated cost of the project is \$ 531,283.67. The Transportation Alternative Program, Surface Transportation Program, and the Transportation Improvements Program administered through the Iowa Department of Transportation will provide up to \$258,551.38. The remaining cost of the project will be funded by General Obligation Bonds.

I would recommend setting Monday, May 7, 2018 at 7:00 p.m. as the date and time for the public hearing on the Plans, Specifications, Cost Estimate and the Form of Contract for the Center Street Recreational Trail Project.

The IDOT will advertise for bids and distribute plans and specifications to contractors through their normal bid letting process.

The project will construct a recreational trail along the west side of Center Street from Cottage Row Road to Lone Tree Road.

The Plans, Specifications, Cost Estimate, and Form of Contract are available for your review at the City Clerk's office or at the Engineering Division of the Community Development Department.

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



ESTIMATED ROADWAY QUANTITIES      Run Date: 2/20/2018  
 Project Number: TAP-U-1185(651)--8I-07

Item No.	Item Code	Item	Unit	Total	Unit Price	Total Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.4	\$2,200.00	\$880.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	360.2	\$3.50	\$1,260.70
3	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	562	\$6.90	\$3,877.80
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	803	\$5.50	\$4,416.50
5	2109-9300100	CONSTRUCTION OF NATURAL SUBGRADE FOR PAVEMENT, BASE COURSE, PAVEMENT WIDENING, OR SUBBASE	MILE	0.7	\$12,413.43	\$8,689.40
6	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	296.1	\$23.50	\$6,958.35
7	2122-5500060	PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 6 IN.	SY	173.1	\$24.00	\$4,154.40
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	22.85	\$174.67	\$3,991.21
9	2213-6745500	REMOVAL OF CURB	STA	0.48	\$783.00	\$375.84
10	2213-7100400	RELOCATION OF MAIL BOXES	EACH	14	\$197.00	\$2,758.00
11	2303-9093010	HOT MIX ASPHALT, DRIVEWAY	SY	45	\$48.50	\$2,182.50
12	2402-0425030	GRANULAR BACKFILL	CY	319.3	\$21.50	\$6,864.95
13	2417-0225024	APRONS, METAL, 24 IN. DIA.	EACH	1	\$400.00	\$400.00
14	2417-1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	16	\$55.00	\$880.00
15	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	5	\$1,340.00	\$6,700.00
16	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	9	\$2,495.00	\$22,455.00
17	2435-0700020	CONNECTION TO EXISTING INTAKE Intake Connection, Pipe Connection and Collar	EACH	24	\$1,300.00	\$31,200.00
18	2502-8215808	SUBDRAIN, TILE, 8 IN. DIA.	LF	2,100.00	\$26.50	\$55,650.00
19	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	26	\$750.00	\$19,500.00
20	2502-8221303	SUBDRAIN OUTLET, DR-303 Modified to be Cleanout	EACH	48	\$450.00	\$21,600.00
21	2510-6745850	REMOVAL OF PAVEMENT	SY	26.6	\$8.00	\$212.80
22	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	41.8	\$7.50	\$313.50
23	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	4,352.50	\$34.00	\$147,985.00
24	2511-6745900	REMOVAL OF SIDEWALK	SY	1,266.50	\$12.00	\$15,198.00
25	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	21.7	\$46.00	\$998.20
26	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	6.7	\$51.00	\$341.70
27	2511-7528101	DETECTABLE WARNINGS	SF	464	\$36.50	\$16,936.00
28	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	1,041.00	\$52.50	\$54,652.50
29	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	522	\$10.50	\$5,481.00
30	2519-4200090	REMOVAL AND REINSTALLATION OF FENCE, See D.1 - D.4 for removals. Cable fence on Cottage Row Road not to be reinstalled	LF	181	\$34.00	\$6,154.00
31	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	9	\$236.00	\$2,124.00
32	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	20	\$10.00	\$200.00
33	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	2	\$150.00	\$300.00
34	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	28	\$25.00	\$700.00
35	2525-0000100	TRAFFIC SIGNALIZATION	LS	1	\$18,000.00	\$18,000.00
36	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1	\$10,500.00	\$10,500.00
37	2527-9263118	PAINTED PAVEMENT MARKINGS, Edge Line White, Crosswalk Line White, Yield Line White	STA	26	\$102.00	\$2,652.00
38	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	2.52	\$50.00	\$126.00
39	2528-8445110	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
40	2528-8445113	FLAGGERS	EACH	15	\$333.33	\$5,000.00
41	2533-4980005	MOBILIZATION	LS	1	\$25,132.86	\$25,132.86
42	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1	\$1,740.00	\$1,740.00
43	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. Straw Wattle	LF	283	\$2.62	\$741.46
					TOTAL=	\$531,283.67

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Item G.1.d.



# CONTRACT

FA96 (Form 050019)  
9-02

Letting Date:	Contract ID:	Bid Order No.:
County:	Project Engineer:	
Cost Center:	Object Code:	DBE Commitment:
Contract Work Type:		

This agreement made and entered by and between the

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of \_\_\_\_\_.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums:

Contractor, for and in considerations of \$\_\_\_\_\_ payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

Time is of the essence for this contract. To accomplish the purpose herein expressed, Contracting authority and Contractor have signed this and one other identical instrument as of the \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
Contracting Authority

By \_\_\_\_\_  
Contractor






**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 T. Brown and City Council  
**FROM:** David Sturch, Planner III *DS*  
**DATE:** April 6, 2018  
**SUBJECT:** Temporary Sign Request  
 56<sup>th</sup> Annual Waterloo –Cedar Falls Coin Show

This office received the attached request from the Waterloo-Cedar Falls Coin Club to place temporary signs for the 56<sup>th</sup> Annual Waterloo-Cedar Falls Coin Show. The event is on Sunday, April 29, 2018 at the Waterloo Center for the Arts.

The Waterloo-Cedar Falls Coin Club requests permission from the City of Cedar Falls to place promotional signing for their upcoming annual Coin Show on April 29, 2018. This year the Young Numismatist outreach will have a “Coin Day” on June 28<sup>th</sup> at the Cedar Falls Public Library. Also this year, the show will feature a special exhibit of Canadian Silver Dollars on loan from the University of Iowa.

The signs will be a typical “realtor’s” sign measuring 24” wide by 32” tall located at the intersections of 18<sup>th</sup> and Main; 18<sup>th</sup> and Waterloo Road and 1<sup>st</sup> and Hudson Road. The signs will be displayed on Monday, April 23, 2018 and be removed on Sunday, April 29, 2018. The signs will be placed in a location that will not obstruct the vision of motorists.



The Planning and Community Services Division recommends approval to display the temporary signs at the three locations on April 23, 2018 through April 29, 2018 for the Coin Show.

If you have any questions or need additional information, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director  
 Karen Howard, Planning & Community Services Manager

## Item G.1.e.

Waterloo-Cedar Falls Coin Club  
April 2, 2018

Mayor and Council  
City of Cedar Falls

It is once again time for our yearly Coin Show and the W-CF Coin Club would like to request permission to place our signs in Cedar Falls. Here is the pertinent information and an image of one of the signs that we would use. I'm available for any questions you may have, and as always, thanks for your assistance. It is very much appreciated.

The Waterloo-Cedar Falls Coin Club requests permission from the City of Cedar Falls to place promotional signing for our upcoming annual Coin Show on April 29 of this year at the Waterloo Center for the Arts. Last year's show was our most successful to date, with many families joining us for the afternoon. The young numismatists who attended had a great time and we made sure no one went home empty handed, with plenty to get them started on their own collection. This year our Young Numismatist outreach will tie into our Coin Day to be held June 28 at the Cedar Falls Public Library. Also this year we are featuring a special exhibit of Canadian Silver Dollars, on loan from the University of Iowa. It is sure to be of great interest to not only collectors of numismatics and antiques, but to anyone with an interest in North American history. We will have 20 vendors and expect 300 to 400 guests. As always, it is free to attend.

We wish to place three signs at the following locations.

- 18th and Main
- 18th and Waterloo Road
- 1st Street and Hudson Road

We would place the signs on Monday before the show and pick them up Sunday afternoon, immediately after. The signs are 24 inches wide by 32 inches tall, similar to a typical realtor's sign. Attached is a photo of one of the signs

We have received positive feedback from show patrons that tell us the signs are very effective.

We hope the Council will grant permission for us to promote our show.

Thank you,  
Mark Cooper  
221 Tremont Street  
Cedar Falls, Iowa  
Secretary/Treasurer of Waterloo-Cedar Falls Coin Club  
American Numismatic Association and  
Iowa Numismatic Association Member Club

**Waterloo-Cedar Falls Coin Club**

# ***Coin Show***



***Sunday, April 29, 2018***

***9AM Till 4PM***

***WATERLOO CENTER FOR THE ARTS***

***225 Commercial Street***

***Waterloo, Iowa***

***Remember – there is no sales tax on coins in Iowa!***

***Buying and Selling – Youth Table ( 17 and under)***

***Door Prizes & Youth Prizes Throughout the Show***

***Free Admission & Free Parking***

***Our Coin Club meets the 2<sup>nd</sup> Tuesday of every month at 7PM at the***

***Waterloo Center For The Arts.***

***We welcome visitors and prospective members.***

***Youth members encouraged!***

***([www.w-cfcoinclub.com](http://www.w-cfcoinclub.com))***






**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:** April 11, 2018  
**SUBJECT:** Make a Wish: Walk for Wishes  
2018 Walk/Run

This office received the attached request from Make-A-Wish Iowa to place portable sign on the north side of W. 1<sup>st</sup> Street for a Walk/Run event at Gateway Park. Gateway Park will be the location of the start and finish line for the race. The event is on Saturday, April 28, 2018.

The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will advertise the Walk/Run event. If approved, the sign will be located between the Rapp Gas Station and the Little Red School house north of the recreational trail on W. 1<sup>st</sup> Street. The Historical Society has given permission for the placement of the bull sign. The sign will be displayed on Wednesday, April 25<sup>th</sup> and be removed on Saturday, April 28<sup>th</sup>, the day of the race. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display a portable sign on April 25, 2018 through April 28, 2018 for the Walk for Wishes Event.

If you have any questions or need additional information, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager

## Item G.1.e.

**From:** Melanie Tournier  
**Sent:** Monday, April 9, 2018 4:07 PM  
**To:** David Sturch  
**Subject:** Make-A-Wish Walk Run Event

Mayor and City Council:

Thank you again for all your help in making this happen, I really appreciate it! The walk/run will be held Saturday, April 28<sup>th</sup> at Gateway Park in Cedar Falls.

The cow sign from Randall's will be placed behind the sidewalk between the Rapp Gas Station and the Little Red School house from April 25<sup>th</sup> – April 28<sup>th</sup> to promote the event.

The Historical Society along with the City's Municipal Operations and Programs Department has given us permission to place the cow on the property.

Please feel free to give me a call with any questions.

Thank You  
Melanie  
319-939-3344





**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:** April 9, 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, Iowa Shrine Bowl Parade, July 21, 2018.







**CEDAR FALLS POLICE DEPARTMENT**

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

319-273-8612



**MEMORANDUM**

**To: Director Olson**  
**From: Lieutenant Heuer**  
**Date: 04/5/2018**  
**Re: Road Closure Request**

*Approved*  
*[Signature]*

The Cedar Valley Sports Commission, Iowa Shriners and Community Main Street are planning the Iowa Shrine Bowl Parade on Saturday July 21<sup>st</sup> downtown Cedar Falls. They are requesting a variance for full road closure from approximately 0800 to 1030 on Main Street starting at 2nd Street and continuing through 8<sup>th</sup> St. They are also requesting the closure of W 7<sup>th</sup> St from Washington to Main and W 8<sup>th</sup> St from Clay to Main St for a staging area. A social gathering is planned until noon after the parade and the commission is requesting closure of E 4<sup>th</sup> St from State to Main Streets and Main Street from 3<sup>rd</sup> to 4<sup>th</sup> Streets.

This will require the delivery of barricades to each of the intersections along the parade route, the staging area and the social gathering area. "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

# Item G.1.f.



March 27, 2018

Chief Jeff Olson  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Dear Chief Olson,

On behalf of the Cedar Valley Sports Commission, Iowa Shriners and Community Main Street, I am requesting the closure of several streets during the Iowa Shrine Bowl Parade on Saturday July 21<sup>st</sup>, 2018 in downtown Cedar Falls.

We request the closure of 7<sup>th</sup> Street from Washington to Main and 8<sup>th</sup> Street from Clay to Main for the staging of the parade beginning at 8:00AM. We also request the closing of Main Street from 8<sup>th</sup> to 2<sup>nd</sup> Streets for the parade route. The parade will begin promptly at 9:30AM. We would also like to request you post "No Parking from 6AM-Noon" signs along the parade route to eliminate safety issues with cars on Main Street during the parade.

Following the parade, there will be a social gathering in the vacant lot at the corner of 4<sup>th</sup> and Main. We would like to block off 4<sup>th</sup> Street from State to Main and Main Street from 4<sup>th</sup> to 3<sup>rd</sup> Streets immediately following the parade until Noon for this gathering.

We appreciate your consideration on this request. If you have any questions or concerns, please do not hesitate to give us a call.

Sincerely,

A handwritten signature in black ink that reads "Ashley Johnson".

Ashley Johnson  
Executive Director  
Cedar Valley Sports Commission

Carol Lilly  
Executive Director  
Community Main Street



**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:** April 12, 2018  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- (1) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
- (2) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- (3) CVS/Pharmacy, 2302 West 1st Street, Class E liquor - renewal.
- (4) Prime Mart, 2728 Center Street, Class E liquor - renewal.
- (5) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
- (6) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - sidewalk café.
- (7) Chad's Pizza & Restaurant, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.





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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor James P. Brown and City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** April 10, 2018  
**SUBJECT:** Proposed Amendments to Administrative Policy No. 7

During the workshop session held on March 26, 2018 addressing Council organizational effectiveness, a consensus was reached regarding Mayor Brown's recommendation to make changes to Administrative Policy No. 7, which governs Council meeting procedures.

Attached please find a proposed Resolution that contains amendments to the Policy that would implement these changes.

The amendment to Rule 34 would clarify that when the Mayor closes debate on an item, public participation is also closed. The amendment to Rule 46 also clarifies that public participation ends when a motion to call the previous question is passed by Council. The amendment to Rule 59 eliminates an inconsistency with the other Rules, and also eliminates unnecessary language.

Pursuant to Administrative Policy No. 7, Rule 57, a two-thirds affirmative vote is required to amend this Policy.

I would be happy to answer any questions.



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

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

RESOLUTION AMENDING ADMINISTRATIVE POLICY NO. 07, CITY COUNCIL MEETING PROCEDURES, PART IV, CONDUCT OF MEETINGS, RULE 34, CLOSING DEBATE, AND PART VI, COUNCIL ACTION, RULE 46, PUTTING THE PREVIOUS QUESTION AND RULE 59, CALL FOR THE VOTE, ALL AS PERTAINING TO CLOSING DISCUSSION AND DEBATE DURING COUNCIL MEETINGS.

WHEREAS, the City Council has adopted Administrative Policy No. 07 which sets forth, among other things, procedures to follow when the Mayor or Council wishes to close discussion and debate on an item under consideration during Council meetings; and

WHEREAS, amendment to Administrative Policy No. 07 is necessary in order to clarify such procedure and to ensure consistency within Administrative Policy No. 07.

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

Section 1: Administrative Policy No. 07, City Council Meeting Procedures, Part IV, Conduct of Meetings, Rule 34, Closing Debate, is hereby stricken in its entirety and the following adopted in lieu thereof:

Rule 34. Closing debate. Discussion, including public participation, shall be closed on any item by the presiding officer with the concurrence of a majority of the council. Except as provided by Rule 59-46, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.

Section 2: Administrative Policy No. 07, City Council Meeting Procedures, Part VI, Council Action, Rule 46, Putting the Previous Question, is hereby stricken in its entirety and the following adopted in lieu thereof:

## Item G.2.a.

Rule 46. Putting the previous question; call for vote. When a council member desires to make a motion to cease debate and proceed to a vote on the pending question, the member shall make a motion as follows: "Shall the main question now be put?" If this is carried, all proposed amendments and all further motions, ~~and~~ debates and public participation shall be excluded, and the question put without delay. This motion requires a two-thirds vote of the council members present for its adoption. (Sec. 2-96)

Section 3: Administrative Policy No. 07, City Council Meeting Procedures, Part VI, Council Action, Rule 59, Call for Vote, is hereby stricken in its entirety and the following adopted in lieu thereof:

Rule 59. ~~Call for vote Division of question containing distinct propositions. At the conclusion of debate, the presiding officer shall call for a vote, provided however, a majority of the council may require a vote at any time by calling for the question on the issue.~~ If a question in debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division. (Sec. 2-92)

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of April, 2018.

---

James P. Brown, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

---

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** April 13, 2018  
**SUBJECT:** Ahlers & Cooney Engagement Agreement

As part of the upcoming bond sale, we will be working with the Ahlers law firm to prepare the necessary documents required as part of that sale. These documents will include council resolutions, legal opinions, continuing disclosure certificates, and necessary IRS forms. We have used Ahlers in the past as our bond counsel and have been satisfied with the services they provide. The attached engagement agreement outlines the services they will provide for this bond sale.

If you have questions regarding the agreement or about the upcoming bond sale, please feel free to contact me.



## ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the City of Cedar Falls, Iowa (the "Issuer") in connection with the issuance of not to exceed \$6,700,000 General Obligation Bonds, Series 2018 (the "Bonds").

### SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Review those sections of any offering or disclosure documents (the "Offering Documents") to be disseminated in connection with the sale of the Bonds related solely to the description of the Bonds, the legal basis for the security pledged, the tax-exempt status of the Bonds, and excerpts, summaries or copies of the Bond Opinion; and in the event Issuer retains separate Disclosure Counsel we will coordinate with said Disclosure Counsel in regards to the above-identified information we are reviewing in the Offering Documents.
4. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
5. Prepare procedure to advertise and direct the sale of Bonds when we are advised that a particular issue of Bonds will be sold at public sale, and prepare procedure accepting a proposal to purchase the Bonds when we are advised that the sale of a particular issue of Bond will accomplished by negotiated sale.
6. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
7. Prepare an IRS Form 8038-G or 8038-GC, when applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws

## Item G.2.b.

relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

### **FEES**

We will charge a flat fee of \$11,500 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$400. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the

## **Item G.2.b.**

Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$315. Work performed by associates will be billed at \$220 per hour. Services performed on your behalf by legal assistants will be billed at \$120 per hour.

### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**APPROVAL**

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory  
FOR THE FIRM

Accepted:

City of Cedar Falls, State of Iowa\*

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

\*Approved by Motion or Resolution No. \_\_\_\_\_ of the governing body on \_\_\_\_\_, 2018.







FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

Public Records Division

**TO:** Honorable Mayor Brown and City Council Members  
**FROM:** Jacque Danielsen, CMC, City Clerk  
**DATE:** April 13, 2018  
**SUBJECT:** Memo of Understanding (MOU) to receive vehicle information

For several years, the City has had a Memorandum of Understanding (MOU) with the Motor Vehicle Division of the Iowa Department of Transportation (IDOT) to receive information based on a license plate number. This information includes names and addresses so that notices can be sent to the violator for collection purposes. The current MOU is a two-year agreement with an option to extend the agreement for an additional two years. Since there are no changes in the terms of the original MOU, I recommend approval of the attached Amendment to extend the agreement, which will enable us to continue to access the information for the purpose of processing and collecting unpaid parking citations.

Please feel free to contact me with any questions. Thank you.



**Amendment 1 to  
MEMORANDUM OF UNDERSTANDING  
FOR RECEIPT OF VEHICLE RECORD INFORMATION  
Between  
The Iowa Department of Transportation and the City of Cedar Falls, Iowa**

1. On or about July 15, 2016, the Iowa Department of Transportation (Provider) and the City of Cedar Falls, Iowa (Recipient) entered into a Memorandum of Understanding whereby the City of Cedar Falls, Iowa receives a secure weekly file transfer from the Iowa DOT containing certain Iowa vehicle record information as set forth in Schedule A thereto.
2. The parties desire to amend the Memorandum of Understanding on the terms and conditions set forth below.
3. This is the first amendment to the Memorandum of Understanding.
4. The purpose of this Amendment 1 is to extend the Memorandum of Understanding for a period of two years as provided in the Memorandum of Understanding.
5. In consideration of the parties agreeing to amend their obligations in the existing Memorandum of Understanding, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties assent to amend the Memorandum of Understanding as follows:

**AMENDMENT 1**

In this Amendment, deleted terms will be struck out (~~sample~~) and added terms will be underlined (sample), unless described otherwise.

**REVISION 1:** The "Duration" clause of the Memorandum of Understanding is modified as follows:

**DURATION:** Subject to the provisions discussed below in "Modification and Termination," this Agreement shall remain in effect for four (4) ~~two (2)~~ years from the effective date or until modified or terminated as provided in this Agreement, whichever occurs first. This Agreement may be extended for an additional period of two (2) years by written Agreement signed by the authorized representatives for the parties.

6. Except as set forth in this Amendment, the Memorandum of Understanding is unaffected and shall continue in full force and effect in accordance with all terms, provisions and restrictions therein.

This **MEMORANDUM OF UNDERSTANDING AMENDMENT 1** is effective on the **date** of execution by the last signatory hereto.

BY: \_\_\_\_\_  
Melissa Spiegel, Director  
Motor Vehicle Division

\_\_\_\_\_  
Jim Brown, Mayor  
City of Cedar Falls, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Item G.2.c.

## MEMORANDUM OF UNDERSTANDING

MOU-2016-COCF-001

BETWEEN THE

IOWA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION

AND THE

CITY OF CEDAR FALLS, IOWA

**PARTIES: THIS AGREEMENT** is made and entered into on the date of signing between the Iowa Department of Transportation, Motor Vehicle Division (hereinafter "Provider"), and the City of Cedar Falls, Iowa (hereinafter "Recipient").

**PURPOSE:** The purpose of this Agreement is to allow the Recipient to receive a secure weekly file transfer from the Provider containing certain Iowa vehicle and owner record information, as set forth in Schedule A attached hereto, in order to carry out the official functions of a Federal, state, or local government agency; specifically in order to issue, verify and process parking-related citations. Recipient agrees to use this information subject to and in accordance with the limitations of all applicable state and Federal law, including Iowa Code 321.11 and the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§2721-25 (hereinafter "DPPA").

**DATA TO BE PROVIDED:** Information from Iowa vehicle records as designated by the fields listed on Schedule A of this Agreement.

**METHOD OF DATA ACQUISITION:** Recipient will obtain the vehicle and owner record information from Provider by means of a secure, encrypted file transfer process on a weekly basis. Recipient agrees to take all necessary and reasonable measures to ensure the integrity and security of this process in accordance with industry standards and all applicable state and Federal law, as discussed in "Protection of Data."

**AGREEMENT ADMINISTRATORS:** Mark Lowe, Director of the Motor Vehicle Division, is the Authorized State Official for this Agreement. The Authorized State Official must approve any changes in the terms or conditions of this Agreement. Negotiations concerning this Agreement should be referred to the above named person at 515-237-3121 or [mark.lowe@dot.iowa.gov](mailto:mark.lowe@dot.iowa.gov).

Jacque Danielsen, City Clerk, City of Cedar Falls, has been designated by the Recipient to act as Agreement Coordinator. This individual is responsible for all administrative matters of this Agreement. Negotiations concerning the Agreement should be referred to the above named person at 319-268-5152 or [jacque.danielsen@cedarfalls.com](mailto:jacque.danielsen@cedarfalls.com).

REC. OVMCS  
JUL 11 2016

**DURATION:** Subject to the provisions discussed below in "Modification and Termination," this Agreement shall remain in effect for two (2) years from the effective date or until modified or terminated as provided in this Agreement, whichever occurs first. This Agreement may be extended for an additional period of two (2) years by written Agreement signed by the authorized representatives for the parties.

**LIMITATIONS ON USE:** Recipient agrees to use the motor vehicle record information subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. §§2721-25, and Iowa Code 321.11.

**PROTECTION OF DATA:** Recipient agrees to employ any and all security measures as are reasonably necessary to protect against illegal or unauthorized access to any data and/or information that Recipient (including its agents and employees) comes to possess as a result of this Agreement. Recipient agrees not to sell, assign, or otherwise transfer or disclose the vehicle and owner record information or any part thereof except for purposes expressly permitted under the DPPA and Iowa Code 321.11. Transfer means dissemination by written, audio or electronic means. Recipient agrees and acknowledges that the duties set forth herein are ongoing for the life of the data and do not lapse or cease in the event the Agreement is terminated or otherwise modified.

**REQUIREMENT OF THIRD-PARTY CONTRACT:** Recipient shall enter into a written contract with any third-party (individual or entity) to which it transfers or rediscloses the vehicle and owner record information, or any part thereof, received from Provider. This contract shall require the third-party to adhere to the DPPA and Iowa Code 321.11 in the use or redisclosure of any information or data received. Recipient agrees to supply Provider with a list of any such third-parties and copies of signed contracts upon request.

**RECORD KEEPING:** In compliance with the DPPA, recipient agrees to keep a record for five (5) years of all persons to whom the vehicle and owner record information obtained under this Agreement is redisclosed in accordance with the preceding paragraph, and consistent with all statutory limitations found therein, which shall include the purpose for which the information is to be used by any such third party. Recipient assumes full responsibility for assuring record maintenance and protection, including determining the methods used for record keeping and the sufficiency of such methods under all applicable state and Federal law. Recipient agrees to make such records available to the Provider upon request.

**NOTIFICATION AND COOPERATION:** In the event of any breach of law or security involving personal information, including breach by any third party, Recipient agrees it will immediately notify Provider upon discovery and will fully cooperate with Provider to investigate the issue(s) and take all corrective action required by Provider.

**INDEMNIFICATION:** To the extent permitted by applicable law of Recipient's jurisdiction, including applicable Federal law, Recipient will defend, indemnify, and hold harmless the State of Iowa, the Iowa Department of Transportation, its agents, officers, employees, and assignees

REC. OVMCS

**Item G.2.c.**

from any claims arising out of or related to Recipient's access to or use of the data and/or information obtained under this Agreement, including but not limited to: Recipient's redisclosure of any data and/or information obtained in connection with this Agreement, whether authorized or unauthorized, while the data and/or information is under Recipient's control; and claim that Recipient failed to provide adequate security for and/or administrative control over the data/information; any breach of this Agreement; and any claim that Recipient, or a third-party that obtained the data from Recipient, otherwise violated the DPPA and/or Iowa Code 321.11.

**DISCLAIMER OF LIABILITY:** With respect to information available from Provider, Recipient accepts and acknowledges that neither the Iowa Department of Transportation nor any of its employees, agents, officers, or assignees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, as to the motor vehicle record and owner record information, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data or information.


**MODIFICATION AND TERMINATION:** Other than modification or termination by operation of law, this Agreement can be modified by the mutual assent of both parties only. This Agreement may be terminated by either party at will with a thirty (30) day written notice, except in the case of Recipient's misuse or misappropriation of any data and/or information obtained under this Agreement, including, but not limited to, breach of security or illegal or unauthorized access, or any other use of information prohibited by law, in which case Provider reserves the right to immediately terminate this Agreement.

This **AGREEMENT** is effective on the date of execution of the last signatory hereto.

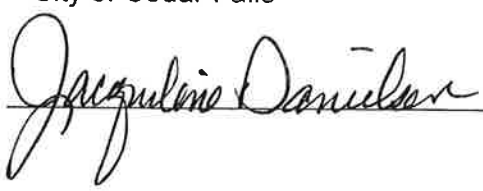
IOWA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION

CITY OF CEDAR FALLS, IOWA

BY:   
Mark Lowe, Director  
Motor Vehicle Division, IDOT

 7/6/16  
James P. Brown, Mayor  
City of Cedar Falls

DATE: 7/15/16

 7/6/16

REC. OVMCS  
JUL 11 2016

**Schedule A to the  
Agreement**

**Between the Iowa Department of Transportation and City of Cedar Falls, Iowa  
Vehicle and Owner Record Information to be Provided to Recipient  
(Batch Plate File)**

1. Owner(s) name, date of birth, social security number
2. Owner(s) mailing address, city, state, zip
3. Lessee name, date of birth, social security number
4. Lessee mailing address, city, state, zip
5. Primary user name, date of birth, social security number
6. Primary user mailing address, city, state, zip
7. Managing county and renewal month
8. Vehicle make, model and year
9. License plate number, type and VIN
10. Date ticket was issued

REC. OVMCS  
JUL 11 2016





**EASEMENT AGREEMENT**

**EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN THE CITY OF CEDAR FALLS, IOWA, NLN Investments (Kevin Newgard), LANDLORD, AND Second State Brewing, TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC RIGHT-OF-WAY LOCATED AT 203 State Street STREET, CEDAR FALLS, IOWA**

This Agreement is made among Landlord, NLN Investments (Kevin Newgard), and Tenant, Second State Brewing ("Applicant"), and the City of Cedar Falls, Iowa, a municipal corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk cafe: **[check either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]**

- (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved by the Director of Municipal Operations & Programs.
- (c) all sidewalk café elements shall be moved inside the building each night; or
- (d) all sidewalk café elements shall be secured each night.
- (e) Applicant shall operate the sidewalk café area during the period of April 1 to November 15 each year; or
- (f) Applicant shall operate the sidewalk café area during the months of \_\_\_\_\_ through \_\_\_\_\_ each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in this Agreement, and in Division 2, Article III, of Chapter 23 of the Cedar Falls Code of Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as follows:

1. Landlord NLN Investments (Kevin Newgard) owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: 203 State Street Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
2. Applicant/Tenant Second State Brewing (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum.

## Item G.2.d.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 23 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 23-72 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 23-66 through 23-75, of Article III, Obstructions, of Chapter 23, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 12 day of March, 2018.

**Item G.2.d.**

APPLICANT/TENANT

APPLICANT/LANDLORD

Second State Brewery (Nick Meyer) NLI/N Investment AS (Kevin Newgard)  
(Name of Entity)

Second State Brewery (Nick Meyer) NLI/N Investment AS (Kevin Newgard)  
(Name of Entity)

By [Signature]  
(Name)

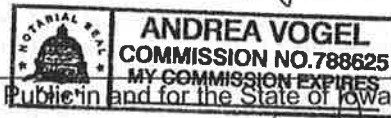
By [Signature]  
(Name)

Owner  
(Title)

Owner  
(Title)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 12 day of March, 2018, by Andrea Vogel (name of person) as Member Service Rep (title) of Cedar Falls Community Credit Union  
Applicant/Tenant.



My Commission Expires:  
2-23-21

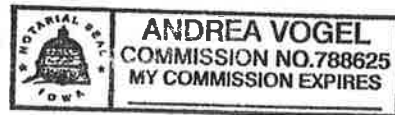
Notary Public in and for the State of Iowa exp: 2-23-21  
Andrea Vogel

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 14 day of March, 2018, by \_\_\_\_\_ (name of person) as Member Service Rep (title) of Cedar Falls Community Credit Union  
Applicant/Landlord.

Andrea Vogel  
Notary Public in and for the State of Iowa

My Commission Expires:  
2/23/21



CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James P. Brown, Mayor and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

My Commission Expires:  
\_\_\_\_\_

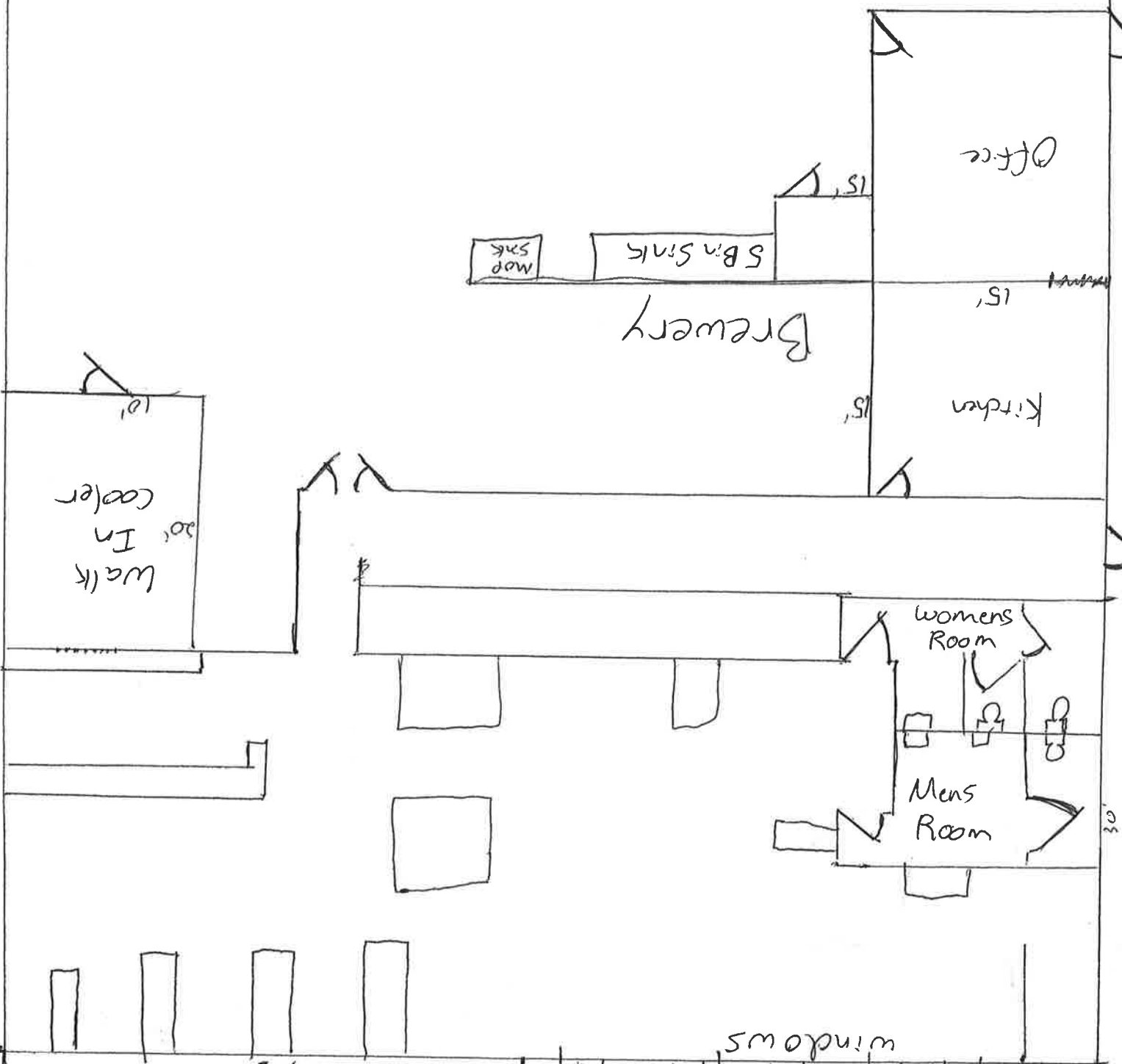
Notary Public in and for the State of Iowa

60'

Item G.2.d.

door  
near back

90'



Mop Sink

SB's Sinks

Brewery

Kitchen

Office

Walk In Cooler

Womens Room

Mens Room

Proposed Sidewalk Cafe

10'

25'

5m opum

5'6"

30'

~~Street~~ Street  
-313-  
114

sign





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

**MEMORANDUM**  
Legal Services Division

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

**FROM:** Kevin Rogers, City Attorney

**DATE:** April 12, 2018

**SUBJECT:** First Amendment to Exclusive Concession Agreement

On March 6, 2017, Council approved an Exclusive Concession Agreement with Alex Funke of Chad's Pizza for the sale of concessions at Birdsall Park. A copy of that agreement is attached for your reference. The term of the contract is for three (3) years ending on February 28, 2020.

One of the requirements in the contract is for Mr. Funke to maintain property and liability insurance coverage on his property and in connection with his concession business throughout the term of the contract.

Because Mr. Funke operates the concession business only during warm weather months it has become apparent that it is not necessary for Mr. Funke to maintain such insurance coverage at all times. Mr. Funke has requested that he not be required to maintain such insurance during times when he is not operating the concession business and when his property is not present on the premises. The City's Risk Management Committee has considered this request and has unanimously approved amending the agreement to not require insurance during those periods. The condition for allowing insurance coverage to lapse during those periods is that Mr. Funke must inform the City in advance when he will be temporarily vacating the premises.

The attached First Amendment to Exclusive Concession Agreement incorporates those terms.

I recommend Council approval of this Amendment.

Please feel free to contact me with any questions.





FIRST AMENDMENT TO EXCLUSIVE CONCESSION AGREEMENT

Between

THE CITY OF CEDAR FALLS AND ALEX FUNKE OF CHAD'S PIZZA AND RESTAURANT

This First Amendment to Exclusive Concession Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City"), and Alex Funke of Chad's Pizza and Restaurant (hereinafter "Concessioner").

WHEREAS, the City and Concessioner entered into a certain Exclusive Concession Agreement dated March 6, 2017, which established the terms and conditions whereby Concessioner would sell concessions at Birdsall Park in the City of Cedar Falls (hereinafter "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Concessioner is required to maintain for the duration of the Agreement insurance coverage against claims for injuries to persons or damage to property which may arise from or in connection with the concession business; and

WHEREAS, there are extended periods of time during the year when Concessioner does not operate the concession business and does not keep or maintain any supplies, equipment or other property at Birdsall Park; and

WHEREAS, the parties agree that it is unnecessary in the public interest for Concessioner to maintain such required insurance coverage during those periods of Concessioner's absence from Birdsall Park and that the Agreement may be modified to eliminate that requirement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Item G.2.e.**

1. Paragraph 18 of the Agreement is hereby amended by adding new subparagraph "I" as follows:

I. Notwithstanding the above, during those periods when Concessioner is neither operating the concession business nor storing or keeping any supplies, equipment or other of Concessioner's property at Birdsall Park or on other City property, the insurance coverage required to be maintained as described in this paragraph shall not be required; provided, however, that Concessioner must first provide notice to the City of the date that Concessioner has temporarily ceased operation of the concession business and removed Concessioner's property, along with the date that insurance coverage is no longer effective. Concessioner shall advise the City of the date Concessioner returns supplies, equipment or other property to Birdsall Park, or otherwise resumes operation of the concession business, whichever date is sooner, and shall provide proof of the resumption of the insurance coverage required in this paragraph as of such date.

2. The City and Concessioner hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits and attachments, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Exclusive Concession Agreement.

IN WITNESS WHEREOF, City and Concessioner have executed this First Amendment to Exclusive Concession Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

CITY OF CEDAR FALLS, IOWA

CHAD'S PIZZA

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

  
\_\_\_\_\_  
Alex Funke

ATTEST:

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

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

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

\_\_\_\_\_  
Notary Public in such County and State

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

This instrument was acknowledged before me on this 11<sup>th</sup> day of April 2018, by Alex Funke.

Mandy Thurm  
\_\_\_\_\_  
Notary Public in such County and State





**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:** April 10, 2018  
**SUBJECT:** CDBG Banking Service Agreement for Lump Sum Drawdown

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. Currently, this totals approximately \$280,000 per year. These funds primarily support several programs: housing rehabilitations or housing repairs for income-qualifying residents; financial support to several service agencies such as Visiting Nurses, Northeast Iowa Food Bank, Consumer Credit Counseling, etc. In the past two years the City has had several staff changes and it has been difficult to maintain the CDBG/HOME programs and meet Federal requirements in a timely manner. One of those requirements is a limit of 1.5 times the annual award. Cedar Falls currently has 1.7 times our annual award. Therefore, as permitted by HUD, we are proposing a lump sum draw down into a separate account, of \$70,000. This action will help us comply with the limit on funds. We must complete this prior to May 2, 2018. In preparing the attached Service Agreement we have consulted with HUD and also Dubuque, who has completed lump sum drawdowns several times with their program. There are several provisions staff will be sure to meet, as provided in the agreement: 1) first expenditure of the lump sum funds must occur within 45 days of the deposit and 2) substantial use of lump sum funds must occur within 180 days. To meet this, staff anticipates two rehabilitation project contracts for Council approval on May 21<sup>st</sup>.

The City executed a contract with INRCOG on February 19<sup>th</sup> to assist with administration of CDBG as well as rehabilitation/repair projects. Two projects will be bid in early May. INRCOG is working on two more projects to follow in the coming months. Finally, we are working toward approval for expenditure of funds to the six service agencies, which will also help address the ratio on amount of funds spent to annual award.

Please contact me with any questions. Thank you.



**Service Agreement**  
**between**  
**The City of Cedar Falls**  
**and**  
**Farmers State Bank**  
**April 16, 2018**

All prices and levels of service in this financial service agreement for the City of Cedar Falls  
account number 350-933-8 are guaranteed for a two-year period.

## Item G.2.f.

The account relationship established between the City of Cedar Falls and Farmers State Bank is intended to satisfy the requirements of the requirements of the Department of Housing and Urban Development concerning Community Development Block Grants.

This agreement will be established for the following purposes and with the following conditions:

- These Community Development Block Grant (CDBG) funds are provided specifically for homeowner rehabilitation activities as allocated in the City of Cedar Falls' action plan
- Amount of initial funds to be placed in this account: \$70,000
- Term of Agreement: Maximum of 2 years
- The City of Cedar Falls will direct Farmers State Bank on drawdowns of the deposited funds for use by the City, and will also direct the bank to return any unused funds to the City of Cedar Falls' line of credit
- The City of Cedar Falls designates the Controller/City Treasurer or Director of Finance and Business Operations as authorized signatories for this financial account.
- Initial disbursement of the CDBG funds by the City of Cedar Falls will occur within 45 days after deposit into this account (City will provide the Bank with documentation of compliance)
- 25 percent of the CDBG will be disbursed within 180 days of the deposit into this account (City will provide the Bank with documentation of compliance)
- At the end of the period specified in the agreement for undertaking activities, all unobligated deposited funds shall be returned to the City of Cedar Falls' line of credit unless the City enters into a new agreement conforming to the requirements of 24 CFR Section §570.513. In addition, the City of Cedar Falls shall reserve the right to withdraw any unobligated deposited funds required by HUD in the exercise of corrective or remedial actions authorized under §570.910(b), §570.911, §570.912 or §570.913.
- Interest rate payable shall meet the minimum as per 24 CFR Section §570.513(b)(9), and credited to the proposed deposit account. At no time will the interest rate paid on the account exceed the maximum allowable rate cited in that same section.
- In accordance with the 24 CFR Section §570.513(d) , the City shall not enter into a new agreement during any period of time in which an audit or monitoring finding on a previous lump sum drawdown agreement remains unresolved.

The service agreement will:

- Summarize the services to be provided to the City of Cedar Falls
- Identify the bank officer responsible for the City's accounts
- List the fees for the services provided
- Describe the methods used to calculate interest
- Briefly list some of the programs Farmers State Bank provides in the area of housing rehabilitation

If at any time Farmers State Bank substantially fails to comply with the terms of this agreement, The City of Cedar Falls shall terminate this agreement, provide written justification for the action, withdraw all unobligated deposit funds from Farmers State Bank, and return the funds to the City of Cedar Falls' line of credit.



**1. Services Provided**

- a. The Bank will provide to the City of Cedar Falls those services normally associated with a commercial checking account.
  - i. Accept and verify deposits
  - ii. Collect deposit items
  - iii. Pay checks properly drawn against the account
  - iv. Insure the safety of the funds
    1. FDIC insurance of \$250,000 on the City of Cedar Falls' funds
    2. Balance of the City of Cedar Falls' funds covered under Iowa Public Funds Pledging Agreement
  - v. Provide monthly statement
    1. List deposits
    2. List checks paid in numerical sequence with dollar amounts
    3. Provide balance information
    4. State interest earned for the statement cycle
    5. State the annual percentage yield
- b. In addition to the normal services provided to an account holder, the Bank will provide the following special services to the City of Cedar Falls
  - i. Issue checks to designated payees
    1. A voucher should be received by the bank between 8:30am – 10:00 am
    2. The voucher would request a check be prepared for a payee or payees listed and for the amounts indicated. All voucher requests would be signed by and authorized City official
    3. The checks will be delivered to the City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, IA 50613
    4. The checks will require an authorized signature from a City official
  - ii. Provide Messenger Service
    1. The Bank will deliver checks in the afternoon between 2:00pm-3:00pm
    2. The day or days of the week for the messenger service would be predetermined by the City
    3. Provide the City of Cedar Falls a monthly listing of checks issued, The list would include check numbers, check dates, payees, and amounts.

**II. Farmers State Bank Personnel**

Adam Heineman, Vice President, and Lexie Heath, Business Development Officer, will be the principal account officers and responsible for the proposed account. The Farmers State Bank staff handling the daily administration of the account will be identified to the City.

Administration of this agreement and the associated account will be performed by Farmers State Bank staff at no cost to the City of Cedar Falls

# Item G.2.f.

## III. Service Charge Schedule

a. Account Servicing	
Account maintenance	No Charge
Account debits	No Charge
Account credits	No Charge
Deposit Items:	
On Us	\$0.05
Other	\$0.05
Messenger Service per day (One pickup – one delivery)	No Charge
Check insurance per check (after initial check order cost)	No Charge
Wire Transfer:	
Outgoing transfer	\$20.00
Incoming transfer	\$12.00
Coin & Currency:	
Coin (per roll)	\$0.10
Currency (per \$1,000)	No Charge
Commercial NSF (per check)	\$31.00
Stop Payments	\$31.00
Special Statements	\$5.00
Research request (plus copy cost)	\$25.00/hour with \$12.00 minimum

The above listed service charges will be billed to the City on a monthly basis.

- b. Funds Availability Policy
  - Day of Deposit (assuming enough information is available to process)
    - i. Cash
    - ii. Wire transfers
    - iii. Pre-authorized credits
    - iv. Checks drawn on Farmers State Bank
  - b. First Business Day after deposit
    - i. All subsequent forms of deposit items

## IV. Interest

Monthly interest will be paid on the proposed account. Interest will be paid on the full available balance. The interest rate paid by Farmers State Bank shall be no more than three points below the rate 1-year Treasury obligations at constant maturity. The following rate will be paid on the proposed account

- a. Business Interest Checking Rate
  - i. A variable rate of interest administered by the Bank and subject to change on a weekly basis

ii. Current Rate of Interest:

Variable Adjusted interest at 1 year CMT less 1.25%. As of 3/27/2018 the 1 year CMT rate is currently at 2.060% making the current rate on the account 0.81%. This rate is subject to change weekly, and shall be no less than .1%.

As can be seen from the Service Charge Schedule section and the Interest Section, service charges and interest will be assessed and paid monthly.

The charge for service and the payment of interest are independent of each other. The Bank is being compensated for services provided and the account is earning interest on the entire balance.

**V. Rehabilitation Housing**

The lump sum deposited by the City of Cedar Falls will be leveraged by Farmers State Bank to provide funds for loans to local borrowers engaged in rehabilitating local housing for Cedar Falls residents. These rehabilitation loans shall be offered at below market interest rates, higher than normal risk or with longer than normal repayment periods, as periodically determined by Farmers State Bank, either directly to those borrowers or through recognized housing rehabilitation programs.

Farmers State Bank participates in a number of programs sponsored by federal, state and local governments to encourage home ownership. These programs may provide down-payment assistance, more flexible underwriting standards or direct grants to potential home-owners. Listing of our 2017 activity:

Program/Service	Federal Housing Administration (FHA) Loans	Total #/\$	2/\$245,207
Description:	Farmers State Bank partners with Iowa Bankers Mortgage Corporation to offer customer FHA loans. This program is available to qualifying borrowers needing assistance with a down payment.		
Program/Service	USDA Rural Development	Total #/\$	4/\$558,631
Description:	Farmers State Bank has partnered with Iowa Bankers Mortgage Corporation to offer customers assistance when purchasing in a rural area.		
Program/Service	VA Loans	Total #/\$	2/\$449,795
Description:	Veterans Affairs (VA) loans help service members, veterans, and eligible surviving spouses become homeowners. VA guarantees a portion of the loan.		
Program/Service	FHLB HomeStart Program	Total #/\$	8/\$40,000
Description:	Farmers State Bank utilizes the Federal Home Loan Bank of Des Moines homestart program to assist qualifying members with a down payment or funds to be applied to closing costs. In 2017 we were able to provide this funding to 8 clients, with grants totaling \$40,000.		
Program/Service	Small Mortgage Loans	Total #/\$	5/\$246,000
Description:	Farmers State Bank continues to offer financing to families of modest income.		

# Item G.2.f.

## VI. Conclusion

Farmers State Bank looks forward to working with the City staff on this account. If any additional information is needed please contact Lexie Heath or Adam Heinemann at 319-268-1879

## VII. Acceptance

The City of Cedar Falls accepts the two-year financial service agreement with Farmers State Bank for the Housing Rehabilitation Activity Account 350-933-8. The City of Cedar Falls reserves the right to terminate the agreement without cause at any time.

FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA

By: Lexie Heath

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

Title: Business Development Officer

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

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

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

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](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** April 9, 2018  
**SUBJECT:** Regionalization of Wastewater Feasibility Study Review

INRCOG has been working to facilitate discussion on shared services in a variety of areas. One of those is in wastewater, recognizing that our area communities continue to face treatment challenges and increased regulations. The cost to meet nutrient removal and other compliance issues is significant. Therefore, the communities wish to explore any appropriate means of collaboration.

In September 2016, INRCOG facilitated a shared services sub-committee meeting on wastewater, where a regional wastewater treatment facility was discussed. The sub-committee included the cities of Waterloo, Cedar Falls, Evansdale, Hudson, Elk Run Heights, and Raymond. Existing systems and future needs were discussed. A study from 1973 was discovered that had outlined the framework for a local metropolitan area sanitary sewer system, reviewed existing community characteristics, provided detailed descriptions of the existing sanitary sewer systems, evaluated the existing systems and recommended a future regional system, addressed legal implications and staffing needs, and made recommendations for implementation. The sub-committee also met with the Des Moines Wastewater Reclamation Authority (WRA) to hear more about their model and how it transitioned from a City of Des Moines plant to a regional plant. Sub-committee members talked to several engineering consultants about the committee's efforts too.

Cedar Falls City Council has consistently expressed support for a regionalization study, recognizing the 2016 Waste Water Master Plan identifies at least \$66 million in future investments needed for our community to meet future regulations. Cedar Falls' 5-year waste water NPDES permit is due for renewal in April 2019, which will drive our future investments.

Waterloo's City Council recently revisited regional collaboration, as they are concluding a master plan. On April 2<sup>nd</sup> Waterloo approved a resolution to enter into a Memorandum of Agreement with INRCOG to fund half of the cost to revisit and update

## Item G.2.g.

the 1973 study.

Staff recommends the City of Cedar Falls adopt a similar resolution. Cedar Falls would be responsible for \$37,500. INRCOG would lead the effort (totaling \$5,000) and AECOM would be the engineering consultant (totaling \$70,000). It will be a general concept study only. It will not include: ownership, operational, legal, or financing specifics or elements. This would be a later effort, if each community is interested in continuing to move forward. The scope of work is attached. The timeframe for completion is anticipated as 4-5 months.

This effort would be consistent with FY17 organizational goal #4 on equitably allocating the community's resources in a manner which cost effectively accomplishes the City's mission.

Please contact myself or Ron Gaines with any questions.

CC: Mike Nyman, Water Reclamation Manager

**RESOLUTION # \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF CEDAR FALLS, IOWA, APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS (INRCOG) TO UPDATE THE 1973 AREAWIDE SANITARY SEWER STUDY (STUDY).

WHEREAS, the City of Cedar Falls (City) is a member in good standing with the Iowa Northland Regional Council of Governments (INRCOG), and

WHEREAS, the City has passed corresponding Resolution No. 15,795, approving the membership with the Iowa Northland Regional Council of Governments (INRCOG), as amended and filed with the Iowa Secretary of State on May 14<sup>th</sup>, 2008; and

WHEREAS, Cedar Falls City Council wishes to direct INRCOG to contract with AECOM, such that they may update the above-noted Study, and

WHEREAS, the costs of updating the Study will be shared equally with the City of Waterloo, Iowa.

NOW THEREFORE, the Cedar Falls City Council hereby approves the attached Memorandum of Understanding (MOU) and directs its Mayor to sign the MOU with INRCOG to contract with AECOM for updating the Study.

Passed and approved this \_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
James P. Brown, Mayor  
City of Cedar Falls, Iowa

ATTEST:

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

# Item G.2.g.

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is between the City of Cedar Falls, Iowa hereinafter referred to as **City**, and the Iowa Northland Regional Council of Governments, hereinafter referred to as **INRCOG**.

WHEREAS, the City wishes to have the 1973 Areawide Sanitary Sewer Study updated through a contract between INRCOG and an engineering firm, AECOM:

**Total Project Cost:** \$75,000, which includes \$5,000 to be used by INRCOG to administer the Update. By approving this Memorandum, the City is indicating its willingness to pay half of the Total Project Cost, up to \$37,500.

**Project Description:** Update of the 1973 Areawide Sanitary Sewer Study (see Attachment A – Scope of Services)

IN WITNESS WHEREOF, the City of Cedar Falls, Iowa and INRCOG have executed this memorandum of understanding as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

### City of Cedar Falls, Iowa

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

ATTEST: \_\_\_\_\_  
Jacqueline Danielsen, City Clerk

### Iowa Northland Regional Council of Governments

BY: \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Director of Development



## **ATTACHMENT A Scope of Services**

### Project Description

This project pertains to regionalization of wastewater feasibility review for the metropolitan area of Black Hawk County.

INRCOG and the surrounding communities would like to have a feasibility review of the possibility for wastewater regionalization within the Black Hawk County metro area. In the early 1970s, a study was performed and a document was created called the Areawide Comprehensive Sewer Study for the Metropolitan Area of Black Hawk County, Iowa. Many of the concepts and approaches contained in that study are still valid today. For the purpose of this review, this project would be an update of the feasibility aspects of the previous study and that document would be used as a guide and reference.

Over the next decade, both Waterloo and Cedar Falls may be required to complete major upgrades to their wastewater treatment facilities to comply with the future nutrient discharge limitations proposed by Iowa Department of Natural Resources. With the costs of these upgrades, there may be some long-term economic benefit to utilize one wastewater treatment facility for both communities instead of upgrading and maintaining two separate facilities. Along with this, some of the other surrounding communities may be able to benefit by abandoning their existing treatment facilities and combining with this one facility. The other surrounding communities reviewed include Elk Run Heights, Evansdale, Hudson and Raymond.

The feasibility review would look at the general infrastructure aspects that would be required to bring wastewater from each community to a common location for treatment and discharge. For this review, the Waterloo WPCF would be the site that wastewater would be conveyed to from Cedar Falls and the other participating communities. Requirements and costs of infrastructure to allow regionalization will be updated and viewed by current standards and future projections within this review.

### Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide the feasibility review as described herein. The Scope of Services is further defined as follows:

Task 1 - Updated Population Projections (20-year) for Each Community. Compile existing available population projection data from each participating community. A 20-year time horizon will be used for the population projection.

Task 2 - Review Current and Future Land Use. Review available land-use data provided from participating communities for current and future conditions.

Task 3 - Review NPDES Permits for Permitted Flows and Loadings. Review each community's current wastewater NPDES permit for permitted flows and loadings.

Task 4 - Existing Flows and Loadings. Review existing flow and loading data provided by each participating community.

Task 5 - Projected Flows and Loadings (20-year). Review future flow and loading data provided by participating communities. Provide conceptual-level flow and loading projections (20-year) based on the information obtained and compiled.

Task 6 - Required Infrastructure to Convey to Waterloo WPCF. Review the required infrastructure needed to convey wastewater from each community to the Waterloo WPCF.

## Item G.2.g.

Task 7 - Required Infrastructure for Treatment at Waterloo WPCF. Review the required infrastructure needed at the Waterloo WPCF to handle and treat additional wastewater received from other communities.

Task 8 - Planning Level Cost Estimates for Infrastructure. Provide planning level cost estimates for the required infrastructure improvements.

Task 9 - Prepare a Report. Based on the information reviewed and compiled, prepare a report of the feasibility review.

Task 10 - Project Meetings. Attend meetings with INRCOG and stakeholders as requested. It is assumed that there will be three meetings for this project.

### **Exclusions**

The following tasks are not included in the Scope of Services:

- Operational Review
- Legal Review
- Financing Aspects for Regionalization

O:\Administration\AGREE\PROF\INRCOG WW REgionalization Scope.docx



**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: 319-273-8610*

**MEMORANDUM**

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

**FROM:** Craig Witry, Building Official *C.W.*

**DATE:** April 4, 2018

**RE:** Waiver of Building and Zoning permit fees for temporary residential handicap ramps constructed by Black Hawk County Commission of Veteran Affairs

Mr. Kevin Dill has requested we waive the Zoning Land Use and Building permit fees for temporary handicap ramps donated and constructed for Veterans in Cedar Falls. See attached letter.

The ramps will still require zoning review and building permits along with applicable inspections.

Due to the small number of ramps built each year and the fact the material and labor is donated staff recommends we wave the fees.

Craig Witry  
Building Official

CW:dp

## Item G.2.h.

**Black Hawk County**  
**COMMISSION OF VETERAN AFFAIRS**  
1407 Independence Avenue, Pinecrest Building First Floor, Waterloo Iowa 50703  
Phone: (319) 291-2512 Fax: (319) 291-2645

Director: Kevin M. Dill

Commissioners: Robert J. Brown, Elizabeth Clark, Jeff Dow, Jeff Griffin, Robert M. Walker



City of Cedar Falls  
CC: Ronald Gaines

Mr. Mayor,

Last year our office took on the task of assisting Veterans and/or their spouses who were in need of wheelchair ramps. We have made agreements with the City of Evansdale and the City of Waterloo to obtain permits to build those ramps- with no charge for the Permit.

In the City of Cedar Falls I would estimate that we will build 6-8 Ramps in a given calendar year. Right now our ramps run about \$1300-\$1500 in materials.

We are kindly requesting that the City of Cedar Falls graciously waive the permit fee for building a wheelchair ramp for a Veteran and/or their widow.

Respectfully,

Kevin M Dill  
VA Director  
Black Hawk County  
319-291-2512



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
www.cedarfalls.com

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Chase Schrage, CIP Project Supervisor  
**DATE:** April 11, 2018  
**SUBJECT:** Professional Services Agreement  
I & S Group, Inc.  
Co-Lab Library Project

Attached is the Professional Services Agreement with I & S Group, Inc. for the architectural services on the Co-Lab Library Project.

This project will create a co-lab within the existing Cedar Falls Library facility. The co-lab will set aside an area for interactive educational programming activities, community engagement and resource-sharing opportunities for the community.

The proposed Professional Services Agreement with I & S Group, Inc. will provide architectural services, mechanical and electrical engineering services for the design of the Co-Lab Library Project. The compensation for this agreement will be a fixed fee of \$25,000. The fixed fee cost is based on an overall project cost of approximately \$160,000. The funding source breakdown is shown below:

\$25,000	Friends of the Library
\$15,000	City of Cedar Falls General Fund
\$50,000	Cedar Falls Community Foundation, Library Building Fund
\$20,000	Cedar Falls Community Foundation, Berg Fund
<u>\$50,000</u>	<u>Black Hawk County Gaming Commission</u>
\$160,000	Total Construction

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with I & S Group, Inc. for completing the design of the Co-Lab Library Project. If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development  
Craig Witry, Building Official  
Jay Robinson, Library Director



 **AIA**® Document B101™ – 2007

**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Fourth day of April in the year Two Thousand Eighteen  
*(In words, indicate day, month and year)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, address and other information)*

City of Cedar Falls  
Administrative Services Department  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319-268-5119  
Fax Number: 319-268-5126

and the Architect:  
*(Name, address and other information)*

I & S Group, Inc. (ISG)  
314 East 4th Street  
Waterloo, IA 50703  
Telephone Number: 319-234-1515  
Fax Number: 319-234-1517

for the following Project:  
*(Name, location and detailed description)*

Cedar Falls Public Library 2<sup>nd</sup> Floor Remodeling, Cedar Falls, IA.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

# Item G.2.i.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information:

*(Paragraph Deleted)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Upon bidding & contracts written.

.2 Substantial Completion date:

By year end of 2018.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Umbrella Each Occurrence/Aggregate	\$2,000,000.00

.2 Automobile Liability

Total Loss	\$1,000,000.00
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.3 Workers’ Compensation

Bodily Injury by Accident	\$ 500,000.00
Workers’ Compensation Bodily Injury by Disease	\$ 500,000.00
Each Employee Workers’ Compensation Bodily Injury by Disease; Policy Limit	\$ 500,000.00

.4

Professional Liability per Claim	\$3,000,000.00
Professional Liability Annual Aggregate	\$3,000,000.00

**ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**

§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

*(Paragraph Deleted)*

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES****§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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- .3 organizing and conducting a pre-bid conference for prospective bidders; if necessary;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs Deleted)*

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Paragraph Deleted)*

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming	Not Provided	Additional Service
§ 4.1.2 Multiple preliminary designs	Architect	In Base Fee
§ 4.1.3 Measured drawings	Not Provided	Additional Service
§ 4.1.4 Existing facilities surveys	Not Provided	Additional Service
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Architect	In Base Fee
§ 4.1.6 Building information modeling	Not Provided	Additional Service
§ 4.1.7 Civil engineering	Architect	In Base Fee
§ 4.1.8 Landscape design	Architect	In Base Fee
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	In Base Fee
§ 4.1.11 Detailed cost estimating	Not Provided	Additional Service
§ 4.1.12 On-site project representation	Not Provided	Additional Service
§ 4.1.14 As-designed record drawings (Construction Set)	Not Provided	Additional Service
§ 4.1.15 As-constructed record drawings (Record Set)	Not Provided	Additional Service
§ 4.1.16 Post occupancy evaluation	Not Provided	Additional Service
§ 4.1.18 Tenant-related services	Not Provided	Additional Service
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	Additional Service
§ 4.1.20 Telecommunications/data design	Architect	In Base Fee
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	Additional Service
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	Additional Service
§ 4.1.23 Extensive environmentally responsible design	Not Provided	Additional Service
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	Additional Service
§ 4.1.25 Fast-track design services	Not Provided	Additional Service
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	Additional Service
§ 4.1.27 Furniture, Furnishings and Equipment Design (B253™–2007)	Architect	Under separate Form of Proposal from general contract for bidding; fee to be determined per Furniture Sliding Fee Schedule.
§ 4.1.28 <b>Inventory of Existing Furniture, Furnishings &amp; Equipment</b>	Not Provided	Additional Service
§ 4.1.29 <b>Assisting/Coordination of Furniture/Furnishings when not under contract or by purchase order with Owner</b>	Not Provided	Additional Service
§ 4.1.30 <b>Furniture Preliminary Design for budget purposes when not under contract or by purchase order with owner</b>	Not Provided	Additional Service

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

See Exhibit “A” for detailed descriptions of additional services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-weekly visits to the site by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) final inspection for any portion of the Work to determine final completion and one year-end warranty inspection.



§ 4.3.4 If the services covered by this Agreement have not been completed within (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, construction manager's fees, if any, and overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**ARTICLE 8 CLAIMS AND DISPUTES****§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available

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proceeds of insurance coverage.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Paragraph Deleted)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

*(Paragraphs Deleted)*

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6.1 The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraph Deleted)*

Compensation shall be a fixed fee of \$25,000.00 which includes mechanical/electrical engineering fees. Said fee is based on a Total Project Estimated Cost of \$151,000.00 that cost includes architectural fee, mechanical/electrical engineering fee & contingencies. Reimbursable expenses will be billed to the Owner as outlined at 11.8. If furniture becomes part of the project, furniture sliding fee schedule will be apply as listed below.

NOTE: In the event a Construction Manager is part of the project or becomes part of the project, the Architect reserves the right to invoice on items that typically would be part of the Basis Bid (Construction Value) and/or may fall under General Conditions. Such items include, allowances, permit fee(s), temporary facilities, geothermal conductivity test, special inspections, commissioning, utility consumption/connection fees, equipment expense and furnishings. Also to be included as cost of the work would be the construction managers' fees with the exception of their preconstruction phase services See Article 6, Paragraph 6.1 Cost of the Work.

### Fee Schedule – Furniture (Owner/Contractor Contract and/or by Purchase Orders)

*(Furniture Projects either done by Owner/Contractor Contract or Purchase Order under \$50,000.00 will be billed hourly)*

	0	50,000	Hourly
	50,001	150,000	8.5%
	150,001	400,000	7.5%
	400,001	900,000	7.0%
	900,001	1,200,000	6.5%
	1,200,001	*****	6.0%

**Note:** When matching and/or coordination of existing furniture, fee schedule will be increased by .5%.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Paragraph Deleted)*

<b>HOURLY FEE SCHEDULE:</b>	
<b>Staff Type</b>	<b>Hourly Rate</b>
Principal	\$190.00
Director	\$150.00
Licensed Architect	\$120.00
Licensed Interior Designer/Non-Registered Professional	\$ 90.00
Intern Architect/Architectural Technician/Intern Interior Designer	\$ 70.00
Administrative Personnel	\$ 70.00
Secretary	\$ 50.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Paragraph Deleted)*

<b>HOURLY FEE SCHEDULE:</b>	
<b>Staff Type</b>	<b>Hourly Rate</b>
Principal	\$190.00
Director	\$150.00
Licensed Architect	\$120.00
Licensed Interior Designer/Non-Registered Professional	\$ 90.00
Intern Architect/Architectural Technician/Intern Interior Designer	\$ 70.00
Administrative Personnel	\$ 70.00
Secretary	\$ 50.00

*(Paragraph Deleted)*

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus a multiple of one and 15/100 (1.15 ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	% )
Design Development Phase	Twenty	percent (	20	% )

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Construction Documents Phase	Forty	percent (	40	%
Bidding or Negotiation Phase	Five	percent (	5	%
Construction Phase	Twenty	percent (	20	%
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(Paragraph Deleted)*

**Employee or Category** **Rate**

<b>HOURLY FEE SCHEDULE:</b>	
<b>Staff Type</b>	<b>Hourly Rate</b>
Principal	\$190.00
Director	\$150.00
Licensed Architect	\$120.00
Licensed Interior Designer/Non-Registered Professional	\$ 90.00
Intern Architect/Architectural Technician/Intern Interior Designer	\$ 70.00
Administrative Personnel	\$ 70.00
Secretary	\$ 50.00

*(Table Deleted)*

## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;



- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures including municipal and/or state plan review costs;

- .11 **Life Cycle Cost Analysis (LCCA) is a process that is on occasion (depending on size) required by the State Fire Marshal and is performed by the Mechanical/Electrical Engineer. The engineer will study the existing system and compare to a more efficient system and determine what the cost savings will be. The analysis costs vary depending on the type of system, the square footage and complexity of the study. The average cost to the Owner is between \$7,500 and \$11,500 to have this analysis performed and will be billed to the Owner by the Architect as a reimbursable cost.**
- .12 **Geothermal Test Wells will be billed directly to and paid by the Owner.**
- .13 **Additional consultant expenses may include, but are not limited to site survey(s), soil borings etc. These expenses will be billed as a reimbursable expense to the Owner.**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus a multiple of one and 15/100 (1.15 ) of the expenses incurred. See 11.8.1.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of (\$0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

18% per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

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**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 *Exhibit A – Additional Service Description.*
  
- .3 Other documents:  
*Exhibit “B” – Insurance Requirements for Contractors for the City of Cedar Falls with copy Certificate of Insurance.*

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
(Signature)

Jim Brown, Mayor

\_\_\_\_\_  
(Printed name and title)



\_\_\_\_\_  
(Signature)

Daniel C. Channer, Principal

\_\_\_\_\_  
(Printed name and title)

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**EXHIBIT "A"**  
**ADDITIONAL SERVICES DESCRIPTIONS**

**4.1.1. Programming**

To work with the owner, owner's representative(s) and employees to develop a program of spaces, including size and adjacencies, equipment and furnishings.

**4.1.3 Measured drawings**

In absence of a reasonable set of building drawings, or if significant changes have been made to the building without architectural drawings, the architect will, on an hourly basis, measure the building(s) for use in the construction documents.

**4.1.4 Existing facility surveys**

To tour the existing building for purposes of:

- determining its compliance to current codes
- determining its structural integrity for future use
- determining the condition of systems and materials
- determining adequacy for renovation and/or expansion
- survey of furniture and equipment

At the completion of the survey, provide a report to the owner concerning these items.

**4.1.6 Building information modeling**

To use Building Information Modeling (BIM) software to prepare documents for the project. This product allows the creation of plans in three dimensions for purposes of providing greater understanding of the various systems and volumes involved in the project.

**4.1.11 Detailed Cost Estimating**

To provide a detailed analysis of costs of construction beyond that which is included in the base contract. This detailed estimate would break the project down by categories and provide a complete analysis of construction cost.

**4.1.12 On-site project representation**

To provide a full-time person on the job site on all working days in addition to the contractors' representatives.

**4.1.14 As designed record drawings**

To provide an updated set of construction drawings incorporating all drawing addenda corrections and addition items prior to construction and printing typically five (5) sets for the following:  
(2 contractor, 1 owner, 1 architect & 1 mechanical/electrical consultant).

**4.1.15 As-constructed record drawings**

To memorialize all changes to the original drawings and specifications through addenda, change orders and field changes. An updated set of drawings and specifications will be presented to the owner at the completion of this work.

**4.1.16 Post occupancy evaluation**

To conduct a survey of the building and monitor the performance of its systems and materials after they have been in use for a pre-determined time frame.

# Item G.2.i.

## **4.1.18 Tenant-related services**

To assist prospective and signed tenants in the design of the build-out of their particular spaces

## **4.1.19 Coordination of Owner's consultants**

If the owner is providing certain consultants for the project that are not part of the architect's services, additional work will be required to coordinate the work of the consultants.

## **4.1.21 Security Evaluation and Planning**

To develop plans for security operations, using both hardware and software, for use by the owner in providing on-going security to the building and its occupants.

## **4.1.22 Commissioning**

At the completion of the project's construction, the building systems will be tested and operated to insure their capacity and functionality in accordance to design specifications.

## **4.1.23 Extensive environmentally responsible design**

To provide services beyond those detailed in this contract for investigating products and processes for their use in this building, specifically based on LEED criteria,

## **4.1.24 LEED Certification**

To actively pursue certification of the building at a proposed LEED level, determined in advance by the Owner and Architect.

## **4.1.25 Fast-track design services**

If the Owner determines that construction of the building will be accelerated, requiring construction documents to be issued in stages.

## **4.1.26 Historic Preservation**

To work with the appropriate agencies in either seeking preservation status for a building, or in working on the renovation of a building that is currently listed by the National Trust for Historic Preservation.

## **4.1.28 Inventory of Existing Furniture, Fixtures & Equipment**

To work with the owner, owner's representative(s) and employees to determine existing furniture, fixtures & equipment inventory. At completion, a report of the inventory will be provided including sizes, quantities and evaluation of items.

## **4.1.29 Assisting/coordination of finishes/furniture when not under contract or by purchase order**

To work with owner, owner's representative(s), employees or other consultants to assist/coordinate finishes/furniture for design.

## **4.1.30 Furniture Preliminary Design for budget purposes when not under contract or by purchase order**

To work with the owner, owner's representative(s) and employees to determine a list of ideal furniture desired. Preliminary budget figures will be provided along with cost saving concepts including variation of products, finishes, functionality and innovative ideas.



# CERTIFICATE OF LIABILITY INSURANCE

## Item G.2.i.

04/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Illinois, 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> I&S Group, Inc. 115 East Hickory Street Suite 300 Mankato, MN 56001	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Citizens Insurance Company of America		31534
	<b>INSURER B:</b> Massachusetts Bay Insurance Company		22306
	<b>INSURER C:</b> Hanover Insurance Company		22292
	<b>INSURER D:</b> The Hanover American Insurance Company		36064
	<b>INSURER E:</b> Lexington Insurance Company		19437
<b>INSURER F:</b>			

### COVERAGES

CERTIFICATE NUMBER: W5879549

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZBCD39593700	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADCD367451	10/16/2017	10/16/2018	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHCD39593900	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WZCD367418	10/16/2017	10/16/2018	<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
E	<b>Professional Liability</b>			061853746	10/16/2017	10/16/2018	Per Claim \$1,000,000 Aggregate \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 04/10/2018 WITH ID: W5877095.

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 as respects to General Liability.

### CERTIFICATE HOLDER

### CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of Illinois, Inc.		NAMED INSURED I&S Group, Inc. 115 East Hickory Street Suite 300 Mankato, MN 56001	
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

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

**Item G.2.i.**

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
  - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
  - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

It is hereby agreed and understood that, effective 4/10/2018, the form MAN-0623 also includes the entity "The City of Cedar Falls"

**Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the policy other than as above stated.**

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 10/16/2017

this endorsement forms a part of Policy No. ZBCD39593700

Issued to

By Citizens Insurance Company Of America

Date of Issue

Countersigned by

Authorized Representative of the Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NON-WAIVER OF GOVERNMENTAL IMMUNITY**

**MAN-0623 03/16**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Organization:**

State of Iowa

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Non-waiver of Governmental Immunity**

Any defense of governmental immunity under Code of Iowa Section 670.4 and its amendments that is available to the organization identified in the Schedule above is not waived by the purchase of this policy or the naming of the organization identified in the Schedule above as an Additional Insured.

**Claims Coverage and Assertion of Government Immunity**

Coverage is provided by this policy only to those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 and its amendments. The organization identified in the

Schedule above shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon written our written request.

**Non-denial of Coverage**

We shall not deny coverage or deny any right or benefit accruing to the organization identified in the Schedule above under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of such defense asserted.

**No Other Change In Policy**

This preservation of the governmental immunity shall not otherwise change or alter coverage available under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**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 and City Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** April 11, 2018  
**SUBJECT:** Service Agency Contracts (CDBG Funds)

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of our lowest income and most disadvantaged residents. Benefits of these programs include: increasing the supply of decent affordable housing stock within the city limits, the reduction of discriminatory barriers, the reinvestment in deteriorating neighborhoods, an increase in the supply of special needs supportive housing, assistance in the transition of homeless persons and families into housing, and providing low and moderate-income persons the tools to achieve self-sufficiency.

One of the programs through CDBG provides funding to various local service agencies, for example the Food Bank and the Waterloo Visiting Nurses Association. Every year through an Annual Action Plan the service agencies are chosen and specific amounts are awarded. City Council approved the FY17-18 Annual Action Plan in April 2016. Before a service agency can be awarded the approved amount, the City must enter into a contract with the agency. City Staff has been working with INRCOG and the various Service Agencies to complete the contracts, which are attached, and ensure all the required federal eligibility requirements are met.

The Department of Community Development recommends that the City Council adopt a resolution approving the FY17-18 Service Agency Contracts.

Xc: Stephanie Sheetz, Director  
Kevin Rogers, City Attorney





**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Consumer Credit Counseling Service of Northeastern Iowa, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

Consumer Credit Counseling Service certified credit counselors will provide housing counseling services through our office and local organizations. Housing education programs will be set up at Cedar Falls financial institutions and agencies in conjunction with company personnel. Additionally, financial counseling/budget education sessions consisting of the counselor and consumer for the purpose of reviewing the financial situation will be held as needed. The counselor will assist the client family in developing a budget and an action plan to assist them in achieving their financial goals offices at a projected (labor, class material and books). CCCS will follow up with each consumer after the initial counseling session to assist with budget adjustments, questions and support.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2017, and ending June 30, 2018. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$2,000.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each resident shall complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the

AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2017; January 24, 2018; April 25, 2018; and July 25, 2018 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.j.

## 11. DISPOSITION

- When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
  - A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
  - B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
  - C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

CONSUMER CREDIT COUNSELING  
SERVICE OF NORTHEASTERN IOWA

CITY OF CEDAR FALLS, IOWA

BY: *[Signature]*

BY: \_\_\_\_\_

ATTEST: *Sail E. Lewis, Acct. Mgr.*

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.j.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.j.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.



14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Item G.2.j.**

### INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **CONTRACTOR**

### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

CCCS of Northwestern Iowa  
Agency

Karen Howard  
Signature

Executive Director  
Title

\_\_\_\_\_ Date

ATTEST:

Gail E. Lewis  
Signature

Account Manager  
Title

\_\_\_\_\_ Date

# Item G.2.j.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY:

CCCS of Construction Services  
1003 West 4<sup>th</sup>, Waterloo, IA 50702

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME:

Karen Atwood

TITLE:

Executive Director

SIGNATURE:

Karen Atwood

DATE:

\_\_\_\_\_

## Receipt of CDBG Funding Requirements

Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, “240 miles at \$0.39 per mile = \$93.60” and “312 pages at \$.04 per page = \$12.48” would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers “Presumed Low Income.” If you think your client group may be included in this, please contact me so we can explore whether they meet HUD’s definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients’ annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income. I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested. For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.**

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: CCCS of Northeastern Iowa

Printed Name: Karen Atwood Karen Atwood

Title: Executive Director

Signature: Karen Atwood

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

## Exhibit A:

Income Limit (effective 4-14- 2017)								
	1	2	3	4	5	6	7	8
<b>30%</b>	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
<b>VLI (50%)</b>	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
<b>LI (80%)</b>	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850

## Item G.2.j.

### CCCS Budget for 2017

#### Revenue:

Fair Share: Bankcards and Grants	200,000
Regular Client Donations	154,900
CWCID (Credit Educ Clients)	8,000
Bankruptcy Coun and Ed	25,000
National and Local Grants	60,000
Housing	55,000
Program/County Contracts	1,000
United Way	100
Fundraising	25,000
Miscellaneous	6,000
<b>Total Revenue</b>	<b>535,000</b>

#### Expenditures:

Educational Materials	4,000
Postage and computer	68,800
Rent and Interest and Insurance, Eq F	27,300
Office Materials and Misc Op Expense	19,500
Travel, Conf, Training	5,000
Professional Fees/ Fund rais/Dues	20,000
Promotions, Printing	10,000
Utilities and Telephone	17,000
Payroll, Taxes	343,400
Capitol Expenses	
Debt Retirement/Equip Pur	20,000
<b>Total Expenditures</b>	<b>535,000</b>



CCCS Budget for 2018		Budget 2				
Revenue:		CITI	Discover	Wells Bks		
Fair Share: Bankcards and Grants	200,000	Citi, Chase, Discover, Wells Fargo, Banks etc	50,000	10000	1000	39000
Regular Client Donations	154,900	280*50*12=168000	150,000			
CWCID (Credit Educ Clients)	8,000		6,000			
Bankruptcy Coun and Ed	25,000		20,000			
National and Local Grants	60,000	State Farm, US Bank,	40,000	GF 20000, H 2500, MC 15,000, Dub 5000		
Housing	55,000		28,000			
Program/County Contracts	1,000		1,000			
United Way	100		-			
Fundraising	25,000		10,000			
Miscellaneous	6,000		5,000			
<b>Total Revenue</b>	<b>535,000</b>		<b>310,000</b>			
<b>Expenditures:</b>						
Educational Materials	4,000		4,000			
Postage and computer	68,800		30,660			
Rent and Interest and Insurance, Eq Re	30,000		28,372	14372	4000	10000
Office Materials and Misc Op Expenses	17,500		14,000			
Travel, Conf, Training	5,000		2,000			
Professional Fees/ Fund rais/Dues	19,300		16,460	5460	8000	2000
Promotions, Printing	10,000		5,000			
Utilities and Telephone	17,000		16,000			
Payroll, Taxes	343,400		170,000			
Capitol Expenses			14,208			
Debt Retirement/Equip Pur	20,000		8,100			
Reserve			1,200			
<b>Total Expenditures</b>	<b>535,000</b>		<b>310,000</b>			

# Item G.2.j.

## CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at LJM income level

GRANT ALLOCATION

Note: Check one for the entire year of reporting.  
 Household (Each household is one unit)  
 Client (Each person is one unit)

File No. \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Sponsor: \_\_\_\_\_

Report Complied by: \_\_\_\_\_

Phone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

Record ONLY the UNDUPLICATED number served.

Income	IDIS	Jul -	Aug	Sept	Oct	Nov	Dec	Jan -	Feb	Mar	Apr	May	June	Total	Grand Total
a) # of Extremely Low														0	0
b) # of Very Low														0	0
c) # of Low														0	0
d) # of Non-Low / Moderate (above 80% area MHI)														0	0
<b>Single race category</b>															
e) White	11													0	0
f) Black/African Amer.	12													0	0
g) Asian	13													0	0
h) Amer. Indian/Alaskan Native	14													0	0
i) Native Hawaiian/Other Pacific Islander	15													0	0
<b>Multi-race category</b>															
j) Amer. Indian/Alaskan Native & White	16													0	0
k) Asian & White	17													0	0
l) Black/African Amer. & White	18													0	0
m) Amer. Indian/Alaskan Native & Black/African Amer.	19													0	0
n) Hispanic/White														0	0
o) Hispanic/Black/African American														0	0
p) Hispanic/Asian														0	0
q) Hispanic/American Indian/Alaskan Native														0	0
r) Hispanic/Native Hawaiian/Other Pacific Islander														0	0
s) Hispanic/American Indian/Alaskan Native & White														0	0
t) Hispanic/Asian & White														0	0
u) Hispanic/Black/African American & White														0	0
v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.														0	0
w) Other (multi-race only)	20													0	0
Duplicate Units of Service per month														Total Number Served	0

Instructions: Gray areas for internal use only -- calculations will appear automatically.  
 When choosing a category, choose ONLY one that best identifies a specific client/family being served.

Calculations: Totals in both categories (income/race) must equal.

Quarterly reports are due at the end of ~ Sept., Dec., Mar., and June.

Attach a second sheet for quarterly activity reports.

Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

EXPENDITURES -- Total spent YTD from ALL funding sources:

CDBG: \_\_\_\_\_ Private: \_\_\_\_\_  
 Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_  
 State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Local: \_\_\_\_\_ TOTAL: 0

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this 27<sup>th</sup> day of December, 2017, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Family and Children's Council, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

Family and Children's Council will provide staff time and mileage for case management and home visits of eligible Cedar Falls residents. Staff time will be reimbursed at \$24 per hour x 2 hours week per family for delivery of services in the home. Staff mileage will also be reimbursed.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2017, and ending June 30, 2018. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$5,720 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each resident shall complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 24, 2017; January 24, 2018; April 25, 2018; and July 25, 2018 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.j.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

FAMILY AND CHILDREN'S COUNCIL

CITY OF CEDAR FALLS, IOWA

BY:



BY:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

DATE:

12/27/17

DATE:

\_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.j.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.



9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.j.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## Item G.2.j.

### INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## CONTRACTOR

### SECTION 3 PLAN FORMAT

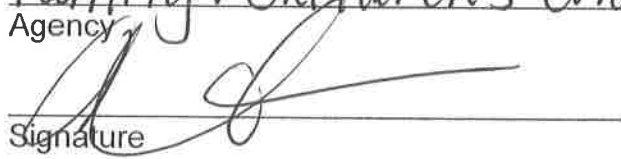
The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Family & Children's Council  
Agency

  
Signature

Executive Director  
Title

1/4/18  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Item G.2.j.**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: Amanda Goodman

TITLE: Executive Director

SIGNATURE: 

DATE: 1/4/18

## Receipt of CDBG Funding Requirements


Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, "240 miles at \$0.39 per mile = \$93.60" and "312 pages at \$.04 per page = \$12.48" would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers "Presumed Low Income." If you think your client group may be included in this, please contact me so we can explore whether they meet HUD's definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients' annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income. I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested. For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.**

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: Family & Children's Council  
Printed Name: Amanda Goodman  
Title: Executive Director  
Signature:   
Date: 1/4/18



## Exhibit A:

<b>Income Limit (effective 4-14- 2017)</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>30%</b>	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
<b>VLI (50%)</b>	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
<b>LI (80%)</b>	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850



**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this 2<sup>nd</sup> day of January, 2017<sup>8</sup>, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Northeast Iowa Food Bank, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

Northeast Iowa Food Bank will provide staff time to conduct intake assessments and gather food products for eligible Cedar Falls residents. Such staff time will be reimbursed at the current rate per hour, with an average visit time per resident of one quarter of one hour.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2017, and ending June 30, 2018. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$6,160.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

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Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
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11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no

**Item G.2.j.**

longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

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- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

NORTHEAST IOWA FOOD BANK

CITY OF CEDAR FALLS, IOWA

BY:

Barbara Platter

BY:

\_\_\_\_\_

ATTEST:

Nelson Kayhick

ATTEST:

\_\_\_\_\_

DATE:

1-2-18

DATE:

\_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.j.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.



9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.j.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## Item G.2.j.

### INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## CONTRACTOR

### SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Northeast Iowa Food Bank  
Agency

Burhan Ratha  
Signature

Executive Director  
Title

1-2-18  
Date

ATTEST:

Adrian Hieck  
Signature

ACCOUNTING + HUMAN RESOURCES MANAGER  
Title

1-2-18  
Date

# Item G.2.j.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: Northwest Iowa Food Bank  
1605 Lafayette Waterloo 50708

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: Barbara Pluthen

TITLE: Executive Director

SIGNATURE: Barbara Pluthen

DATE: 1-2-18

## Receipt of CDBG Funding Requirements

**Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.**

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, "240 miles at \$0.39 per mile = \$93.60" and "312 pages at \$.04 per page = \$12.48" would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers "Presumed Low Income." If you think your client group may be included in this, please contact me so we can explore whether they meet HUD's definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients' annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income. I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested. For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.**

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: Northwest Iowa Food Bank

Printed Name: Barbara P Prather

Title: Executive Director

Signature: Barbara P Prather

Date: 1-2-18



**CDBG DIRECT BENEFIT ACTIVITY REPORT**

No less than 51% of clientele served MUST qualify at LMI income level!

**GRANT ALLOCATION**

Note: Check one for the entire year of reporting.

Household (Each household is one unit)

Client (Each person is one unit)

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Report Completed by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

Record ONLY the UNDUPLICATED number served.

Income	Categories	IDIS	Jul -	Aug	Sept	Oct	Nov	Dec	Jan -	Feb	Mar	Apr	May	June	Total	Grand Total
a) # of Extremely Low															0	0
b) # of Very Low															0	0
c) # of Low															0	0
d) # of Non-Low / Moderate (above 80% area MHI)															0	0
<b>Single race category</b>																
e) White		11														0
f) Black/African Amer.		12														0
g) Asian		13														0
h) Amer. Indian/Alaskan Native		14														0
i) Native Hawaiian/Other Pacific Islander		15														0
<b>Multi-race category</b>																
j) Amer. Indian/Alaskan Native & White		16														0
k) Asian & White		17														0
l) Black/African Amer. & White		18														0
m) Amer. Indian/Alaskan Native & Black/African Amer.		19														0
n) Hispanic/White																0
o) Hispanic/Black/African American																0
p) Hispanic/Asian																0
q) Hispanic/American Indian/Alaskan Native																0
r) Hispanic/Native Hawaiian/Other Pacific Islander																0
s) Hispanic/American Indian/Alaskan Native & White																0
t) Hispanic/Asian & White																0
u) Hispanic/Black/African American & White																0
v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.																0
w) Other (multi-race only)		20														0
Duplicate Units of Service per month															Total Number Served	0

**EXPENDITURES -- Total spent YTD from ALL funding sources:**

CDBG: \_\_\_\_\_ Private: \_\_\_\_\_  
 Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_  
 State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Local: \_\_\_\_\_  
**TOTAL: 0**

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served.

Calculations: Totals in both categories (income/race) must equal.

Quarterly reports are due at the end of -- Sept., Dec., Mar., and June.

Attach a second sheet for quarterly activity reports.

Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

## Item G.2.j.

### Exhibit A:

Income Limit (effective 4-14- 2017)								
	1	2	3	4	5	6	7	8
30%	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
VLI (50%)	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
LI (80%)	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850

NORTHEAST IOWA FOOD BANK  
FY 2017 BUDGET

	<b>Budget FY2017</b>
<b>Income</b>	
Business	\$ 412,000
Churches	\$ 115,000
Foundations & Grants	\$ 300,000
Individuals	\$ 750,000
Donations In Kind	\$ 20,000
Special Events	\$ 110,000
United Way	\$ 130,000
Donor Designated	\$ 25,000
Government	\$ 215,000
Interest Income	\$ 3,000
Membership Fees	\$ 12,000
Food Sales - Food Bank	\$ 550,000
Food Sales - Programs	\$ 700,000
In Kind Food	\$ 12,000,000
Reserves	\$ 217,500
<b>Program Total</b>	<b>\$ 15,559,500</b>
<b>Expenses</b>	
Payroll	\$ 1,228,000
Accounting/Technology	\$ 59,000
Transportation	\$ 115,000
Building Maint	\$ 74,000
Equipment & Maint	\$ 21,500
Depreciation	\$ 250,000
Utilities	\$ 67,000
Development	\$ 140,100
Program Expenses	\$ 138,900
Goods Purchased - Food Bank	\$ 765,000
Goods Purchased -Programs	\$ 700,000
Goods Donated	\$ 12,000,000
Bad Debts	\$ 1,000
<b>Program Total</b>	<b>\$ 15,559,500</b>

# Item G.2.j.

## NORTHEAST IOWA FOOD BANK FY 2018 BUDGET

FINAL BUDGET	Budget FY2018
<b>Income</b>	
Business	\$ 325,000
Churches	\$ 115,000
Foundations & Grants	\$ 300,000
Individuals	\$ 825,000
Donations In Kind	\$ 30,000
Special Events - Internal	\$ 140,000
Special Events - External	\$ 150,000
Capital Campaign	\$ -
United Way	\$ 90,000
Donor Designated	\$ 45,000
Government	\$ 220,000
Interest Income	\$ 4,500
Membership Fees	\$ 17,000
Food Sales - Food Bank	\$ 500,000
Food Sales - Programs	\$ 700,000
Misc Income	\$ -
Reserves - 2017	
Reserves - 2018	\$ 210,000
In-Kind Food	\$ 12,000,000
<b>Program Total</b>	<b>\$ 15,671,500</b>
<b>Expenses</b>	
Wage Expense	\$ 1,096,000
Employee Benefits	\$ 146,000
Payroll Taxes	\$ 75,000
Accounting & Financial	\$ 26,700
Acctg & Fin (DIK)	\$ 12,500
Technology Fees	\$ 26,000
Auto Maint & Mileage	\$ 122,600
Building Maint	\$ 49,500
Equipment & Maint	\$ 22,000
Liability Insurance	\$ 39,000
Depreciation	\$ 270,000
Utilities	\$ 68,000
Memberships	\$ 25,500
Development	\$ 2,500
Marketing	\$ 128,000
Postage	\$ 47,000
Printing	\$ 5,500
Supplies	\$ 38,000
Special Events	\$ 27,500
Workshops	\$ 33,000
Agency Conf., Hunger Study, Other	\$ 700
Goods Purchased - Food Bank	\$ 770,000
Goods Purchased -Programs	\$ 700,000
Freight - Food Bank	\$ 75,000
Bad Debts	\$ 500
Goods Donated	\$ 12,000,000
<b>Program Total</b>	<b>\$ 15,806,500</b>

\*Indicates items not included in budget

**AGREEMENT FOR PROFESSIONAL SERVICES**

**PART I - TERMS AND CONDITIONS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Pathways Behavioral Services, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

Pathways Behavioral Services will provide residential treatment and shelter for eligible Cedar Falls residents requiring substance abuse treatment. Allowable costs include prorated staff time and operation of the residential treatment center to reflect the portion of clients that are Cedar Falls residents.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2016, and ending June 30, 2017. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$5,280 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each resident shall complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2017;

January 24, 2018; April 25, 2018; and July 25, 2018 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

**Item G.2.j.**

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

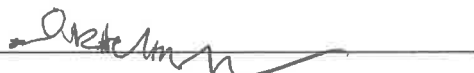
This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

PATHWAYS BEHAVIORAL SERVICES

CITY OF CEDAR FALLS, IOWA

BY: 

BY: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_

DATE: 12-28-17

DATE: \_\_\_\_\_



**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.j.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.j.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## Item G.2.j.

### INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## CONTRACTOR

### SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Pathways Behavioral Services Inc  
Agency

[Signature]  
Signature

Executive Director  
Title

12-28-17  
Date

ATTEST:

[Signature]  
Signature

Business Manager  
Title

12-28-17  
Date

# Item G.2.j.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY: Pathways Behavioral Services Inc  
3362 University Ave, Waterloo, IA 50701

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: Chris Hoffman

TITLE: Executive Director

SIGNATURE: 

DATE: 12-28-17



## Receipt of CDBG Funding Requirements

**Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.**

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, “240 miles at \$0.39 per mile = \$93.60” and “312 pages at \$.04 per page = \$12.48” would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers “Presumed Low Income.” If you think your client group may be included in this, please contact me so we can explore whether they meet HUD’s definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients’ annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

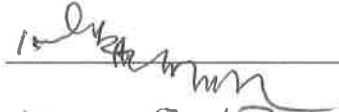
- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income. I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested.** For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: Pathways Behavioral Services Inc

Printed Name: Chris Hoffman

Title: Executive Director

Signature: 

Date: 12-28-17

## Exhibit A:

Income Limit (effective 4-14- 2017)								
	1	2	3	4	5	6	7	8
30%	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
VLI (50%)	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
LI (80%)	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850

# Item G.2.j.

**PATHWAYS BEHAVIORAL SERVICES**  
**Recovery House Budget**  
**Fiscal Year End June 30, 2018**

**REVENUES:**

Ia Dept of Public Health Grants	\$514,807
City Governments	\$522
Cedar Falls CDBG	\$6,500
Client Fees	\$8,400
3rd party insurance	\$36,000
Medicaid	\$114,000
Miscellaneous	\$960
<b>Total Revenues</b>	<b>\$681,189</b>

**EXPENSES:**

Salaries	\$335,340
Benefits and taxes	\$138,019
Utilities	\$8,622
Repairs and Maint.	\$15,600
Insurance	\$5,146
Telephone	\$3,200
Postage	\$360
Office Supplies	\$3,900
Household supplies	\$13,000
Groceries	\$17,800
Computer Support	\$3,700
Subcontract services-medical director, dietician, nurse	\$5,820
Travel	\$2,400
Certification/Subscriptions	\$960
Staff Training	\$3,063
Educational Materials	\$360
Client services	\$3,840
Miscellaneous	\$600
General and administrative	\$79,532
Depreciation	\$10,000
<b>Total Expenses</b>	<b>\$651,262</b>

Excess Expenses \$29,927

h:\excel\budgetrecoveryhouse18

**PATHWAYS BEHAVIORAL SERVICES  
BUDGET  
Fiscal Year End June 30, 2018**

**REVENUES:**

Managed Care Contract	\$1,851,828
Ia Dept of Public Health Grants	\$478,250
City Governments	\$17,961
County Governments	\$80,095
Other Government Contracts	\$243,921
Various United Ways	\$82,856
Private Donations	\$3,600
Client Fees	\$2,828,358
Investment Revenue	\$42,000
Miscellaneous	\$360
<b>Total Revenues</b>	<b>\$5,629,229</b>

**EXPENSES:**

Salaries	\$3,132,853
Benefits and taxes	\$1,229,880
Rent and Utilities	\$65,690
Repairs and Maint.	\$74,382
Insurance	\$49,435
Telephone	\$65,204
Postage	\$10,150
Office Supplies	\$53,760
Computer support	\$53,291
Medical Director/Psychiatrist	\$74,600
Legal and accounting	\$21,400
Dietician	\$720
Subcontract services/ARNP	\$170,996
Travel	\$72,554
Certification/Subscriptions**	\$120,909
Staff Training	\$27,421
Educational Materials	\$81,626
Client Services	\$47,304
Information Publicity	\$32,000
Miscellaneous	\$8,238
Interest expense	\$0
Depreciation	\$131,000
<b>Total Expenses</b>	<b>\$5,523,413</b>

**Excess Revenues** \$105,816

# Item G.2.j.

## CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at LIM income level

GRANT ALLOCATION

Note: Check one for the entire year of reporting.

- Household (Each household is one unit)
- Client (Each person is one unit)

File No. \_\_\_\_\_

Project: \_\_\_\_\_

Sponsor: \_\_\_\_\_

Report Compiled by: \_\_\_\_\_

Phone No: \_\_\_\_\_

FAX No.: \_\_\_\_\_

Record ONLY the UNDUPLICATED number served.

Categories	IDIS	Jul -	Aug	Sept	Oct	Nov	Dec	Jan -	Feb	Mar	Apr	May	June	Total	Grand Total
<b>Income</b>															
a) # of Extremely Low														0	0
b) # of Very Low														0	0
c) # of Low														0	0
d) # of Non-Low / Moderate (above 80% area MHI)														0	0
<b>Single race category</b>															Income
e) White	11														0
f) Black/African Amer.	12														0
g) Asian	13														0
h) Amer. Indian/Alaskan Native	14														0
i) Native Hawaiian/Other Pacific Islander	15														0
<b>Multi-race category</b>															
j) Amer. Indian/Alaskan Native & White	16														0
k) Asian & White	17														0
l) Black/African Amer. & White	18														0
m) Amer. Indian/Alaskan Native & Black/African Amer.	19														0
n) Hispanic/White															0
o) Hispanic/Black/African American															0
p) Hispanic/Asian															0
q) Hispanic/American Indian/Alaskan Native															0
r) Hispanic/Native Hawaiian/Other Pacific Islander															0
s) Hispanic/American Indian/Alaskan Native & White															0
t) Hispanic/Asian & White															0
u) Hispanic/Black/African American & White															0
v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.															0
w) Other (multi-race only)	20														0
Duplicate Units of Service per month															
															Total Number Served

### EXPENDITURES -- Total spent YTD from ALL funding sources:

CDBG: \_\_\_\_\_

Federal (other): \_\_\_\_\_

State: \_\_\_\_\_

Local: \_\_\_\_\_

Private: \_\_\_\_\_

Fees: \_\_\_\_\_

Other: \_\_\_\_\_

**TOTAL: 0**

Instructions: Gray areas for internal use only -- calculations will appear automatically. When choosing a category, choose ONLY one that best identifies a specific client/family being served.

Calculations: Totals in both categories (income/race) must equal.

Quarterly reports are due at the end of -- Sept., Dec., Mar., and June.

Attach a second sheet for quarterly activity reports.

Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

1/2/2014 10:00:05 AM MWPAIDirect Benefit CDBG Form ALL

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Salvation Army, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

The Salvation Army Women's and Children's Shelter provides a safe, supportive place for abused women and children when they have nowhere else to go. The emergency shelter staff provides supportive services to shelter residents working toward permanent stable housing and employment, as necessary. The expenses funded with CDBG dollars will cover operating costs, particularly water bills and staff salaries.

### COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2017, and ending June 30, 2018. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$7,040.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each resident shall complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for



the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2017; January 24, 2018; April 25, 2018; and July 25, 2018 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.j.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

SALVATION ARMY

CITY OF CEDAR FALLS, IOWA

BY:



Bramwell E. Higgins  
Secretary

BY:

ATTEST:



Beverly Gates  
Asst. Treasurer

ATTEST:

DATE:

1 2010

DATE:



# Item G.2.j.

## AGREEMENT FOR PROFESSIONAL SERVICES PART II - TERMS AND CONDITIONS

### 1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

### 2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

### 3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

### 4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

## Item G.2.j.

### 10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

### 11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a

## Item G.2.j.

program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### 15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the



planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**CONTRACTOR**

**SECTION 3 PLAN FORMAT**


The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

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- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.  
  
\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Agency \_\_\_\_\_  
Signature  \_\_\_\_\_  
Bramwell E. Higgins  
Secretary

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

Signature  \_\_\_\_\_  
Beverly Gates  
Asst. Treasurer

Title \_\_\_\_\_

Date \_\_\_\_\_



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**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: Bramwell E. Higgins  
Secretary

SIGNATURE: 

DATE: \_\_\_\_\_

FINANCIAL STATEMENTS OF THE  
STATE OF CALIFORNIA  
FOR THE YEAR ENDED 1999

The accompanying financial statements were prepared from the records of the State of California and are subject to the same audit procedures as the financial statements of the State of California for the year ended 1999. The financial statements are presented in accordance with the accounting principles generally accepted in the United States of America.

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### Exhibit A:

Income Limit (effective 4-14- 2017)								
	1	2	3	4	5	6	7	8
30%	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
VLI (50%)	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
LI (80%)	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
  
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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File No. \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.

- Household (Each household is one unit)  
 Client (Each person is one unit)

## CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Compiled by: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 FAX No.: \_\_\_\_\_

<b>GRANT ALLOCATION</b>

Record ONLY the UNDUPLICATED number served.

Categories	IDIS	Jul -	Aug	Sept	Oct	Nov	Dec	Jan -	Feb	Mar	Apr	May	June	Total	Grand Total
<b>Income</b>															
a) # of Extremely Low															
b) # of Very Low															
c) # of Low															
d) # of Non-Low / Moderate (above 80% area MHI)															
														<b>Income</b>	
<b>Single race category</b>															
e) White	11														
f) Black/African Amer.	12														
g) Asian	13														
h) Amer. Indian/Alaskan Native	14														
i) Native Hawaiian/Other Pacific Islander	15														
<b>Multi-race category</b>															
j) Amer. Indian/Alaskan Native & White	16														
k) Asian & White	17														
l) Black/African Amer. & White	18														
m) Amer. Indian/Alaskan Native & Black/African Amer.	19														
n) Hispanic/White															
o) Hispanic/Black/African American															
p) Hispanic/Asian															
q) Hispanic/American Indian/Alaskan Native															
r) Hispanic/Native Hawaiian/Other Pacific Islander															
s) Hispanic/American Indian/Alaskan Native & White															
t) Hispanic/Asian & White															
u) Hispanic/Black/African American & White															
v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.															
w) Other (multi-race only)	20														
														<b>Total Number Served</b>	
Duplicate Units of Service per month															

**Instructions:** Gray areas for internal use only – calculations will appear automatically.  
 When choosing a category, choose ONLY one that best identifies a specific client/family being served.  
 Calculations: Totals in both categories (income/race) must equal.  
**Quarterly reports** are due at the end of – Sept., Dec., Mar., and June.  
 Attach a second sheet for quarterly activity reports.  
 Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

<b>EXPENDITURES – Total spent YTD from ALL funding sources:</b>	
CDBG: _____	Private: _____
Federal (other): _____	Fees: _____
State: _____	Other: _____
Local: _____	
<b>TOTAL: 0</b>	

02/25/2014 14:05:00 User: MARY WILSON Direct Benefit CDBG Form ALL



## Receipt of CDBG Funding Requirements

**Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.**

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, “240 miles at \$0.39 per mile = \$93.60” and “312 pages at \$.04 per page = \$12.48” would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers “Presumed Low Income.” If you think your client group may be included in this, please contact me so we can explore whether they meet HUD’s definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients’ annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: **Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income.** I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested. For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.**

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Bianne E Higgins  
Secretary

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

Signature: \_\_\_\_\_



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

AGREEMENT FOR PROFESSIONAL SERVICES

PART I - TERMS AND CONDITIONS

This Agreement, made this 26<sup>TH</sup> day of DECEMBER, 2017, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Visiting Nursing Association, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY17-18 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

## Item G.2.j.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY17-18 are as follows:

Visiting Nursing Association will provide physician ordered skilled nursing services to low/moderate income residents of Cedar Falls in their homes when such services are needed and other service payment resources are not available. VNA will be reimbursed at the current rate per visit.

### 4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2017, and ending June 30, 2018. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY17-18 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$3,520.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each resident shall complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for

the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due on October 24, 2017; January 24, 2018; April 25, 2018; and July 25, 2018 and shall be submitted to:

Iris Lehmann, Planner I  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

# Item G.2.j.

## 11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

## 12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

VISITING NURSING ASSOCIATION

CITY OF CEDAR FALLS, IOWA

BY:



BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE:

December 26, 2017

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

## Item G.2.j.

- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

### 5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

### 6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

### 8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.



9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of race creed, sex, color, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

## Item G.2.j.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

### 12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### 13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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### INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## CONTRACTOR

### SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To insure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

WATERLOO VISITING NURSING ASSN

Agency

Mary Nicholas

Signature

Executive Director

Title

December 26, 2017

Date

ATTEST:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

# Item G.2.j.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY AGENCY

NAME AND ADDRESS OF AGENCY:

WATERLOO VISITING NURSING ASS'N  
2530 UNIVERSITY AVE #3  
WATERLOO IA 50701

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME:

MARY NICHOLAS

TITLE:

EXECUTIVE DIRECTOR

SIGNATURE:

Mary Nicholas

DATE:

December 26, 2017

## Receipt of CDBG Funding Requirements

Please review the following requirements to ensure your agency is able to meet them, and sign below acknowledging you have been notified of these items.

- CDBG funds can only *reimburse* for expenses already incurred; at the end of each quarter, we can only reimburse for the incurred costs that occurred during the quarter that just ended.
- The only eligible expenses are those expressly identified in your contract with the City of Cedar Falls.
- Your agency must provide the City of Cedar Falls with a copy of any agency audit within 6 months of the date of the audit.
- All quarterly requests for reimbursements **MUST** contain an invoice with line by line itemization of actual expenses. For example, if you paid for mileage and printing costs, "240 miles at \$0.39 per mile = \$93.60" and "312 pages at \$.04 per page = \$12.48" would be acceptable line item justifications. It is not permissible to request 1/4<sup>th</sup> of your annual grant each quarter, without proper documentation. You should request the exact amount of actual expenditures.
- All clients served by any CDBG dollar **MUST** provide income information that the agency keeps to document CDBG program eligibility. All client income information must be verified with a client signature. All clients served with CDBG dollars must be income eligible. (Income guidelines will be sent with new contracts, and periodically when they are updated by HUD). **Your agency cannot serve, nor report serving, any non-income eligible client with CDBG funds.** There are certain groups of people that HUD considers "Presumed Low Income." If you think your client group may be included in this, please contact me so we can explore whether they meet HUD's definitions.
- **As of July 1, 2013, 15% of all clients served with CDBG funds **MUST** have their income verified with *third party documentation*. This means that your agency **MUST** collect income documentation, i.e. paystubs, Social Security statements, retirement statements, and keep those on file. The other 85% of your clients may self-certify income, as mentioned in the previous bullet, using the HUD Income Guidelines attached to your contract.** Since this is a new requirement, please provide a list of the clients you have obtained income verification for (the use of file numbers rather than names is preferred for confidentiality reasons), the type of documentation you have on file, and the clients' annual income amount with your first Quarterly Report Form, due no later than October 15, 2013. If you would like to use a standardized HUD income documentation tool, there is one available at <https://www.onecpd.info/incomecalculator/>

## Item G.2.j.

- **Effective July 1, 2013, each quarterly report will also require documentation of the income levels of all clients served.** HUD recognizes three different income levels that we must use for reporting. You must track and indicate in your quarterly report form how many of your clients fall in each of the three income levels: Extremely Low Income, or 30% of area median income; Very Low Income, or 50% of area median income; and Low Income, or 80% of area median income. I am attaching the income guidelines you will use to make this determination for each client. The new Quarterly Report Form also reflects this change.
- In submitting quarterly reports, agencies will still be required to provide demographic information. All of these items **MUST** be tracked and reported each quarter: number of female headed households, race, ethnicity, income levels, and total number of people served. **Additionally, information should only be provided for those clients that are served with the CDBG dollars granted and/or requested. For example, if your program served 212 individuals each quarter, but only 26 of them were served with CDBG funds, 26 is the number that should be reported.**

I certify that I have received written notification of the above requirements, have read them, and agree to comply with them.

Agency: WATERLOO VISITING NURSING ASSOCIATION

Printed Name: MARY NICHOLAS

Title: EXECUTIVE DIRECTOR

Signature: Mary Nicholas

Date: December 26, 2017



## Exhibit A:

<b>Income Limit (effective 4-14- 2017)</b>								
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>30%</b>	14,300	16,350	20,420	24,600	28,780	32,960	37,140	41,320
<b>VLI (50%)</b>	23,800	27,200	30,600	34,000	36,750	39,450	42,200	44,900
<b>LI (80%)</b>	38,100	43,550	49,000	54,400	58,800	63,150	67,500	71,850

# Item G.2.j.

## CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

**GRANT ALLOCATION**

File No. \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Sponsor: \_\_\_\_\_

Note: Check one for the entire year of reporting.  
 Household (Each household is one unit)  
 Client (Each person is one unit)

Report Compiled by: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 FAX No.: \_\_\_\_\_

Record ONLY the UNDUPLICATED number served.

Income	IDIS	Jul -	Aug	Sept	Oct	Nov	Dec	Jan -	Feb	Mar	Apr	May	June	Total	Grand Total
a) # of Extremely Low														0	0
b) # of Very Low														0	0
c) # of Low														0	0
d) # of Non-Low / Moderate (above 80% area MHI)														0	0
<b>Single race category</b>															
e) White	11													0	0
f) Black/African Amer.	12													0	0
g) Asian	13													0	0
h) Amer. Indian/Alaskan Native	14													0	0
i) Native Hawaiian/Other Pacific Islander	15													0	0
<b>Multi-race category</b>															
j) Amer. Indian/Alaskan Native & White	16													0	0
k) Asian & White	17													0	0
l) Black/African Amer. & White	18													0	0
m) Amer. Indian/Alaskan Native & Black/African Amer.	19													0	0
n) Hispanic/White	20													0	0
o) Hispanic/Black/African American														0	0
p) Hispanic/Asian														0	0
q) Hispanic/American Indian/Alaskan Native														0	0
r) Hispanic/Native Hawaiian/Other Pacific Islander														0	0
s) Hispanic/American Indian/Alaskan Native & White														0	0
t) Hispanic/Asian & White														0	0
u) Hispanic/Black/African American & White														0	0
v) Hispanic/Amer. Indian/Alaskan Native & Black/African Amer.														0	0
w) Other (multi-race only)	20													0	0
<b>Duplicate Units of Service per month</b>														Total Number Served	0

**Instructions:** Gray areas for internal use only - calculations will appear automatically.  
 When choosing a category, choose ONLY one that best identifies a specific client/family being served.  
**Calculations:** Totals in both categories (income/race) must equal.  
**Quarterly reports** are due at the end of - Sept., Dec., Mar., and June.  
 Attach a second sheet for quarterly activity reports.  
 Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

**EXPENDITURES -- Total spent YTD from ALL funding sources:**

CDBG: \_\_\_\_\_ Private: \_\_\_\_\_  
 Federal (other): \_\_\_\_\_ Fees: \_\_\_\_\_  
 State: \_\_\_\_\_ Other: \_\_\_\_\_  
 Local: \_\_\_\_\_

**TOTAL: 0**

**VISITING NURSING ASSOCIATION  
PROJECTED OPERATING BUDGET  
FY '18  
JULY 1, 2017—JUNE 30, 2018**

<b>REVENUE</b>	
<b>1. Non-Government Sources</b>	
Cedar Valley United Way	50,000
Waverly/Shell Rock United request	5,400
<b>2. Government Sources</b>	
City of Cedar Falls	8,400
<b>3. Other Revenue</b>	
Medicare, Medicaid, VA, Private Insurance,	
State and other grants, special activities, donations,	
CVUW donor designations.	1,500,641
<b>4. Client Paid Fees</b>	7,300
<b>Total Revenue (Sum 1+2+3+4 above)</b>	1,571,741
<b>Expenditures</b>	
A. Personnel	1,201,243
B. Occupancy	55,000
C. Materials and Supplies	238,137
D. Contracted Services	77,000
<b>Total Expenditures (Sum A+B+C+D above)</b>	1,571,380
<b>Summary All Revenue</b>	
Revenue	1,571,741
Expenses	1,571,380
Projected Margin	361

# Item G.2.j.

## Waterloo Visiting Nursing Association

### Program Budget: Private Pay/sliding fee scale proposed

July 1, 2017-June 30, 2018

Expenses*:	Total Budget	Projected Income*:	Budgeted
Personnel	49,800	Cedar Valley United Way	50,000
Benefits	9,900	Government-Local	8,400
Rent	2,870	Government-State	0
Utilities	420	Government-Federal	0
Office Supplies	840	Foundations	0
Program Supplies	2,450	Grants	0
Training	0	Individual/Corporate Donations	5,200
Mileage	2,100	Special Events	0
Equipment	0	In-kind	0
In-kind	840	Program Fees paid by participants	7,300
Fundraising	0	Other	0
Scholarships/How Many	0		
Direct Assistance to participants	0		
Other -- computer/tech support	1,680		
<b>Totals:</b>	<b>70,900</b>	<b>Totals:</b>	<b>70,900</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:** Honorable Mayor and Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** April 9, 2018  
**SUBJECT:** Greenhill Village Master Plan Update

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**REQUEST:** Request to approve an amendment to the Greenhill Village Master Plan  
**PETITIONER:** Panther Farms LLC – owner; CGA Engineers – Civil Engineer  
**LOCATION:** Southeast of the Greenhill Road and Hudson Road intersection

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PROPOSAL

The applicant is requesting to amend the northwestern most section of the Greenhill Village Master Plan to allow for the construction of townhomes.

BACKGROUND

In 1994/1995 the City of Cedar Falls completed a land use study to identify future commercial development areas along the Greenhill Road corridor. As a result, the City proposed rezoning the now 130 acre Greenhill Village property to PC-2, Planned Commercial Development. However, due to strong neighborhood objections to the proposed commercial development the City worked with concerned community members and local businesses to complete a second land use study. This resulted in the property being rezoned to MU, Mixed Use Residential, and the creation and approval of the Greenhill Village Master Plan in 1998.

In 2002, Wal-Mart proposed to establish a 200,000 square foot “Super Center” at the northeastern corner of the property. Following several weeks of heated debate about the Wal-Mart proposal the site plan was denied by City Council. After the Wal-Mart debate, the developer and City Staff revisited the Greenhill Village Master Plan. An amended Master Plan was submitted to and approved by the Planning and Zoning Commission and City Council in 2003. This updated Master Plan, attached, is used as a guide for the development in this area.

The applicant is requesting to amend an area of the Greenhill Village Master Plan, currently designated for single-unit residential development, to allow for a multi-unit residential development. A concept plan of the proposed multi-unit development is attached. If the requested Greenhill Village Master Plan amendment is approved, a site plan and façade review

## Item G.2.k.

for this development will follow. The site plan will require review and approval from both the Planning and Zoning Commission and City Council.

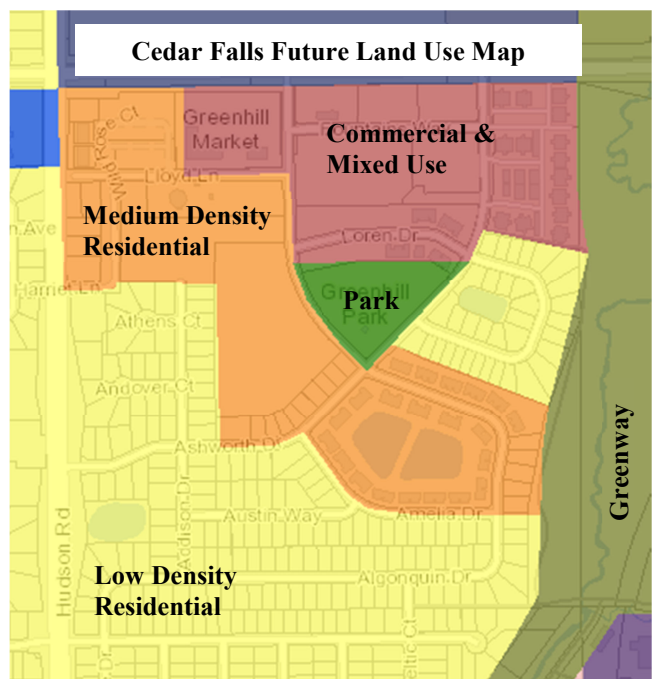
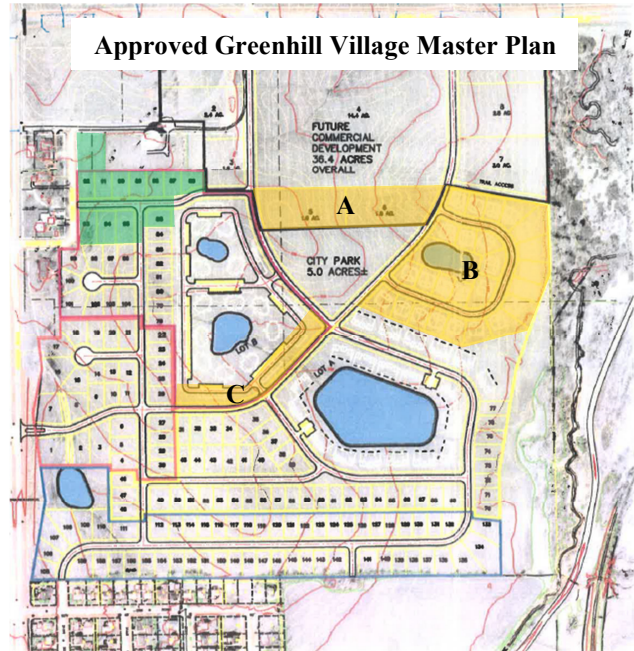
### ANALYSIS

The property is located within the MU, Mixed Use Residential, zoning district. The intent of the MU district is to encourage a variety of home types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. Therefore, MU zoning permits a variety of uses ranging from neighborhood commercial to office to single-unit homes to condominiums. The approved Greenhill Village Master Plan, attached, arranges the various permitted uses and densities by area. The Master Plan is used as a guide for development.

The area in question is the northwestern most section of the Master Plan, shaded in green in the image to the right. This area is currently designated for single-unit residential development with a density of 3.14 units an acre. The proposed amendment requests that this area allow for multi-unit, townhome residential development at a density of approximately 7.7 units an acre. The concept plan for the proposed multi-unit development is attached.

Since the approval of the Master Plan in 2003, a number of areas in Greenhill Village have been developed at lower densities than what was originally shown. These areas are shaded in yellow in the top image to the right. Area A was originally part of the office and commercial section of the development and is now multi-unit residential. Area B was originally designated for two-unit patio homes at a density of 6 units an acre and is now single-unit homes with a density of 3.2 units an acre. Area C was originally meant to be part of a condominium development but is now single-unit homes. These changes were made without amending the Master Plan; however all developments were reviewed and approved by the Planning and Zoning Commission and City Council through subdivision plats.

A standard planning practice is for single-unit homes to be buffered from commercial areas by medium to high density residential uses to create a gradual transition of development intensity. The City's Future Land Use Map closely follows the Greenhill Village Master Plan and shows this general transition of uses, see excerpt of the map to the right. Orange in the



Future Land Use Map indicates areas suited for Medium Density Residential. The area under consideration falls in one of those orange areas. The proposed amendment for a multi-unit townhome development would be consistent with the City's Future Land Use Map.

Along with acting as a transition in development intensity, the proposed development of townhomes is consistent in scale with neighboring homes and in keeping with the single unit character of the neighborhood. The proposed development shows that the garages will be located to the rear of the buildings to create a more pedestrian-oriented, residential character along the streets. If the amendment to the Master Plan is approved, this concept plan will be used as the guide for the type of multi-unit development permitted in this area. A full site plan review by the Planning and Zoning Commission and City Council will be required. At that time, design will also be taken into consideration to ensure visual interest along the neighborhood streets and prevent monotony that might otherwise occur with more closely spaced dwelling units.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed plat. All technical comments have been addressed.

PLANNING & ZONING COMMISSION

Discussion & Vote 3/28/2018 Planner Lehmann presented the proposed Master Plan amendment. It was noted that a mailing to neighboring property owners was sent out on March 19th, 2018 and no public comments had been received. The proposal was unanimously approved by the Planning and Zoning Commission.

STAFF RECOMMENDATION

The intent of the MU zoning district is to allow and encourage a mixture of uses. As the Future Land Use Map shows medium density residential in this area and since other areas in Greenhill Village have been developed at lower densities than what was shown in the Master Plan, staff supports the proposed change that will result in a wider variety of residential housing types in the area. The Planning and Zoning Commission and staff recommend approving the proposed Greenhill Village Master Plan amendment and submitted concept plan permitting the development of townhome style multi-unit dwellings at this location at a density of approximately 7.7 units per acre.

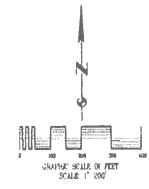
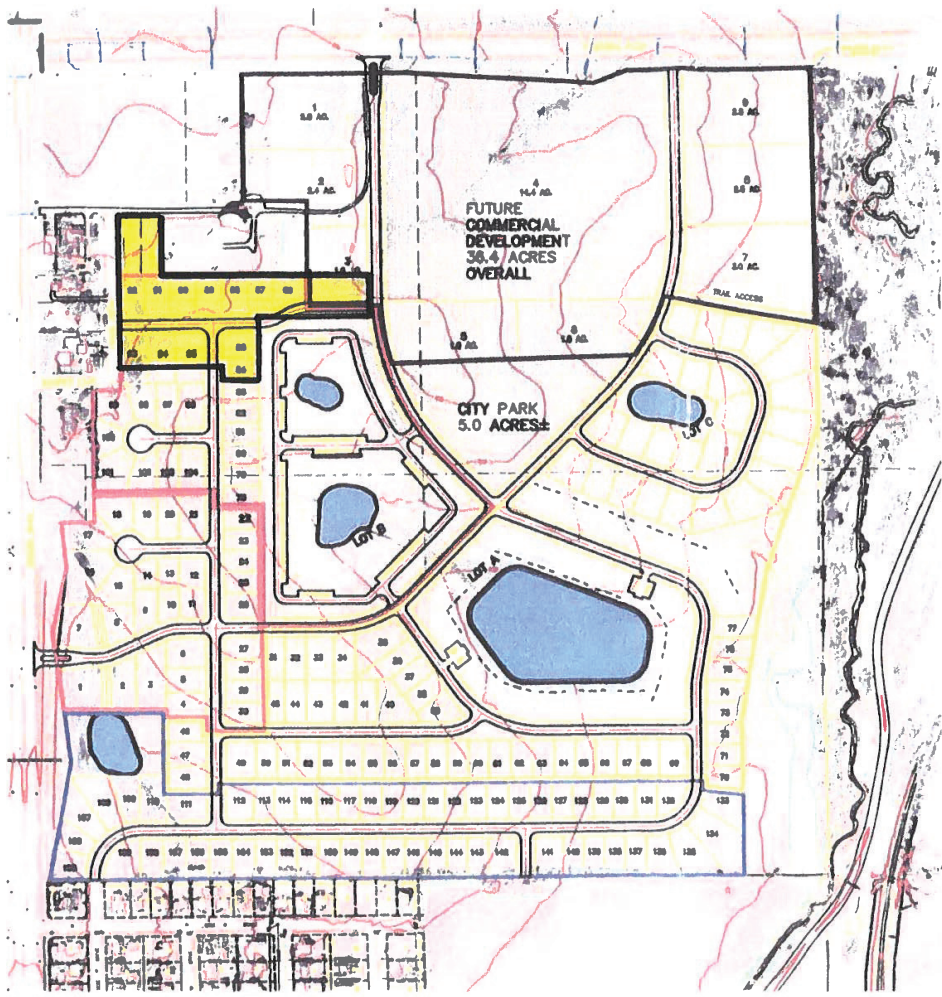
Attachments: Master Plan Amendment  
Concept Plan for multi-unit development





- ORIGINAL MASTERPLAN - 2003
- HIGHLIGHTED - PROPOSED CHANGE

# GREENHILL VILLAGE CEDAR FALLS, IOWA



- NUMBER OF 12 UNIT LUXURY CONDOMINIUM BUILDINGS = 12 TOTAL
- NUMBER OF 2 UNIT PATIO HOMES = 25 TOTAL
- NUMBER OF 6 UNIT TOWNHOME BUILDINGS = 20 TOTAL
- NUMBER OF SINGLE FAMILY LOTS = 150

### PHASES

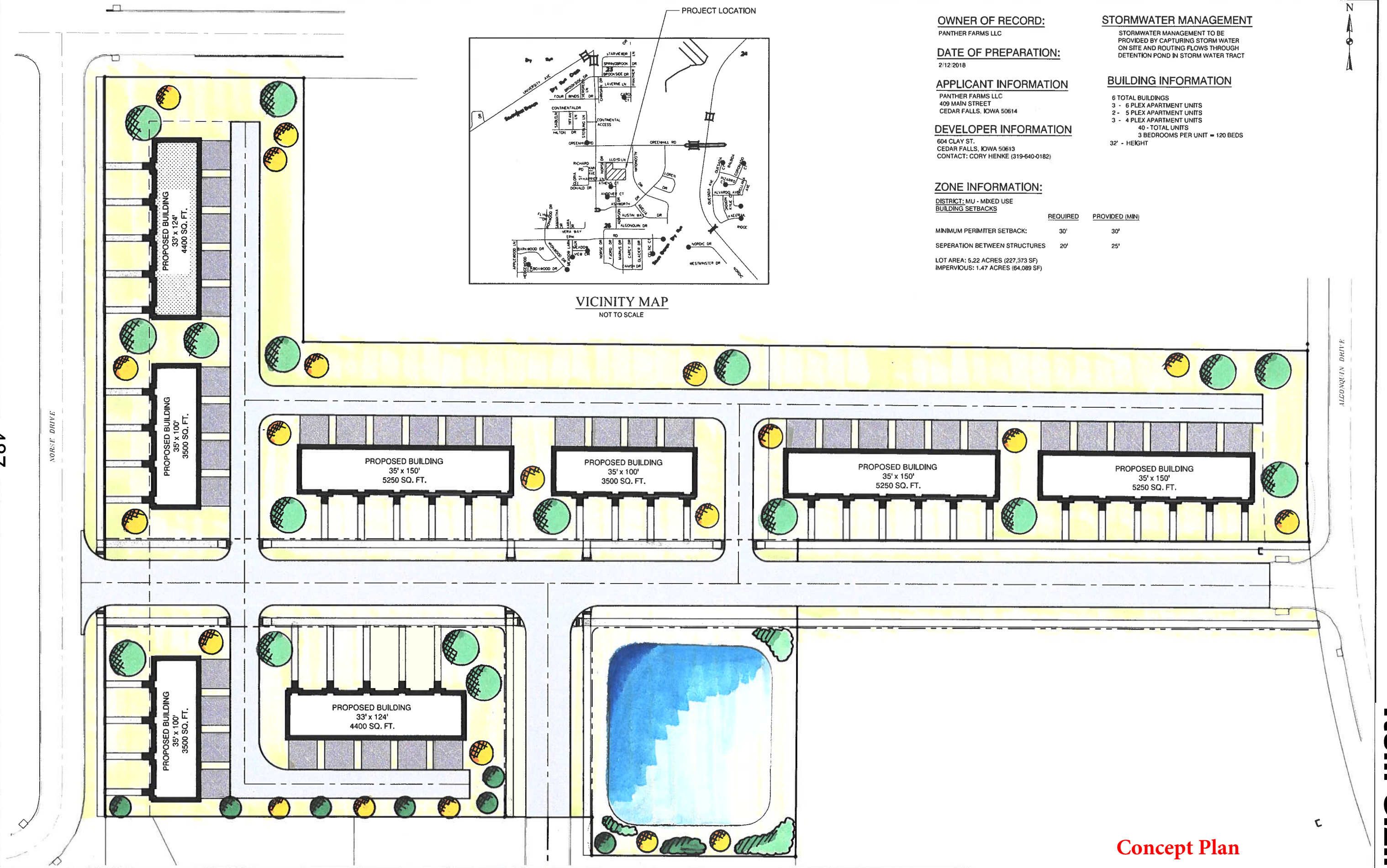
- PHASE I** 10.5 ACRES OVERALL  
10.5 ACRES SINGLE FAMILY  
30 SINGLE FAMILY LOTS  
2.88 UNITS/ACRE
- PHASE II** 42.7 ACRES OVERALL  
10.1 ACRES LOT A  
20 - 6 UNIT TOWNHOME BLDGS  
120 UNITS TOTAL  
11.8 UNITS/ACRE  
11.0 ACRES LOT C  
25 - 2 UNIT PATIO HOMES  
50 UNITS TOTAL  
6 UNITS/ACRE  
21.6 ACRES SINGLE FAMILY  
47 SINGLE FAMILY LOTS  
2.18 UNITS/ACRE
- PHASE III** 21.3 ACRES OVERALL  
8.8 ACRES SINGLE FAMILY  
27 SINGLE FAMILY LOTS  
3.14 UNITS/ACRE  
12.7 ACRES LOT B  
12 - 12 UNIT LUXURY CONDOMINIUM BLDGS  
144 UNITS TOTAL  
11.3 UNITS/ACRE
- PHASE IV** 18.1 ACRES OVERALL  
16.1 ACRES SINGLE FAMILY  
54 SINGLE FAMILY LOTS  
2.98 UNITS/ACRE
- FUTURE COMMERCIAL DEVELOPMENT** 36.4 ACRES
- CITY PARK** 3.8 ACRES

-485-

SCALE: 1" = 200'	DRAWN BY: PRT	CHECKED BY: GJC	APPROVED BY: RCD	DATE: 10/28/03	FIELD BOOK: RAK	NO	REVISION / DESCRIPTION	APPROVED	DATE	HALL & HALL ENGINEERS, INC. Consulting & Land Development Since 1965 200 WEST HAVEN DRIVE, CEDAR RAPIDS, IOWA 52409 PHONE: 319.253.5100 FAX: 319.253.5101 WWW.HALLENGEERS.COM LAND SURVEYING • LAND DEVELOPMENT • PLANNING	GREENHILL VILLAGE CEDAR FALLS, IOWA	CONCEPT PLAN	SHEET 1 OF 1
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Item G.2.k.





**OWNER OF RECORD:**  
PANTHER FARMS LLC

**DATE OF PREPARATION:**  
2/12/2018

**APPLICANT INFORMATION**  
PANTHER FARMS LLC  
409 MAIN STREET  
CEDAR FALLS, IOWA 50614

**DEVELOPER INFORMATION**  
604 CLAY ST.  
CEDAR FALLS, IOWA 50613  
CONTACT: CORY HENKE (319-640-0182)

**STORMWATER MANAGEMENT**  
STORMWATER MANAGEMENT TO BE PROVIDED BY CAPTURING STORM WATER ON SITE AND ROUTING FLOWS THROUGH DETENTION POND IN STORM WATER TRACT

**BUILDING INFORMATION**  
6 TOTAL BUILDINGS  
3 - 6 PLEX APARTMENT UNITS  
2 - 5 PLEX APARTMENT UNITS  
3 - 4 PLEX APARTMENT UNITS  
40 - TOTAL UNITS  
3 BEDROOMS PER UNIT = 120 BEDS  
32' - HEIGHT

**ZONE INFORMATION:**

DISTRCT: MU - MIXED USE  
BUILDING SETBACKS

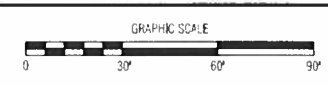
	REQUIRED	PROVIDED (MIN)
MINIMUM PERIMETER SETBACK:	30'	30'
SEPERATION BETWEEN STRUCTURES	20'	25'

LOT AREA: 5.22 ACRES (227,373 SF)  
IMPERVIOUS: 1.47 ACRES (64,089 SF)

**VICINITY MAP**  
NOT TO SCALE



**Concept Plan**



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA**  
C:\aps\add\4\Garber Associates, Inc  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: LAW DATE: 05-18-2017  
DRAWN: LAW DATE: 05-18-2017  
CHECKED: ACD DATE: 05-18-2017  
APPROVED: ACD DATE: 05-18-2017

**GREENHILL VILLAGE TOWNHOMES**  
CEDAR FALLS, IOWA

**MASTER PLAN AMENDMENT**

PROJECT NO. 5638  
SHEET NO. 1 OF 1

**Item G.2.K.**





**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**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** April 12, 2018  
**SUBJECT:** Demolition Contract - 216 Iowa Street  
 Project No. 021411

As Council may recall, the City condemned the dwelling and structures at 216 Iowa Street last November. The owner was given until February 5, 2018 to abate the nuisance by repair or removal of the structures. As of that date, the dwelling and structures remained on the property. After the February deadline, the City scheduled an asbestos inspection. Asbestos containing materials were identified and removed from the property. The City is now ready to move forward with the remaining demolition of this dwelling. The Planning and Community Services Division sent out request for bids for demolition and received proposals back from two (2) contractors as identified below.

<b>Applicant</b>	<b>Submission Received</b>	<b>Total BID Amount</b>
Lehman Trucking and Excavating	10:00 AM on 4/6/16	\$8,000.00
Benton's Sand and Gravel	8:30 AM on 4/6/18	\$11,556.00

The low bid was submitted from Lehman Trucking and Excavating, Inc. of Waterloo, Iowa in the total amount of \$8,000. Funding for the demolition of this property is identified in the current City of Cedar Falls' Capital Improvements Program under Code Enforcement, Property Clean-up and Condemnation.

Attached for your approval is an Informal Project Contract and Certificate of Insurance from Lehman Trucking and Excavating, Inc. This contract includes the demolition of the dwelling and structures at 216 Iowa Street. All demolition material will be hauled from the site and properly disposed followed by site grading and seeding. The contract requires the project to be completed by May 15, 2018.

The Department of Community Development recommends approving and executing the contract with Lehman Trucking and Excavating, Inc. for the demolition of the dwelling and structures at 216 Iowa Street.

If you have any questions or comments feel free to contact me.

xc: Property Owner

# Item G.2.I.

## 216 IOWA STREET DEMOLITION PROJECT PROJECT NO. 021411 INFORMAL PROJECT CONTRACT CITY OF CEDAR FALLS

Contractor: Lehman Trucking and Excavating

Address of Contractor: 1422 Ashland Avenue, Waterloo, Iowa 50703-5611

The undersigned Contractor, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the attached contract documents, and to do all work at the listed prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

BID			EST.	EXTENDED
ITEM	DESCRIPTION	UNITS	QUANTITY	PRICES
1	216 Iowa Street, Cedar Falls, IA (Two Story, 970 sq. ft. single family dwelling. Built 1880, basement, 432 sq. ft., no garage. Concrete flat work, two outbuildings, fallen tree limb on roof and other miscellaneous items on the property). Project also includes backfill, grading and seeding.	1.0	L.S.	\$8,000.00
			<b>TOTAL</b>	<b>\$8,000.00</b>

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

Tiedt Nursery, Waverly, Iowa - Seeding

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**NOTE:** All subcontractors are subject to approval by the City.

Refer to to the attached Exhibit A for the specifications and general conditions of the demolition contract.

The undersigned Contractor certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned Contractor states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the City of Cedar Falls, the more specific shall prevail.

FIRM: Lehman Trucking & Excavating INC

By: Jacob Lehman 

(Title) Manager

(Business Address) 1422 Ashland Ave

(Work Phone Number(s)) 319-415-2590

(Name of Contact Person) Jacob Lehman

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work subject to the conditions and specifications of this document.

By: \_\_\_\_\_  
Stephanie Houk-Sheetz  
City of Cedar Falls  
Director of Community Development

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

\_\_\_\_\_  
Jacqueline Danielsen  
City of Cedar Falls  
City Clerk

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

\_\_\_\_\_  
James P. Brown  
City of Cedar Falls  
Mayor

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

# Item G.2.I.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> PDCM Insurance P.O. Box 2597 Waterloo IA 50704	<b>CONTACT NAME:</b> Jan Willard
	<b>PHONE (A/C, No, Ext):</b> 319-234-8888 <b>FAX (A/C, No):</b> 319-234-7702 <b>E-MAIL ADDRESS:</b> jwillard@pdc.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> West Bend Mutual Insurance Co.	<b>NAIC #</b> 15350
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**      LEHMTRU-01  
 Lehman Trucking & Excavating, Inc.  
 1422 Ashland Avenue  
 Waterloo IA 50703

**COVERAGES**      **CERTIFICATE NUMBER: 724846847**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	0988676	5/7/2017	5/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			0988676	5/7/2017	5/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			0988676	5/7/2017	5/7/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0988677	5/7/2017	5/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: 216 Iowa St. Demolition, Cedar Falls, IA.  
 If required in written contract, City of Cedar Falls, its elected & appointed officials, all its employees, volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds under general liability per written contract for ongoing & completed operations per policy form attached along with governmental immunity and 30 day notice of cancellation for material change in coverage or cancellation.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay St. 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> City of Cedar Falls		
Notice of Cancellation Other Than Nonpayment	Number of Days Notice	_____
Notice of Cancellation Nonpayment of Premium	Number of Days Notice	_____
Notice of Nonrenewal	Number of Days Notice	_____
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified number of Days Notice is shown above, the Notice of Cancellation and/or Notice of Nonrenewal does not apply.

# Item G.2.I.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

City of Cedar Falls, Iowa its elected and appointed officieals, its directors,  
employees, agents & volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Governmental Jurisdiction(s):** City of Cedar Falls

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Nonwaiver of Governmental Immunity**

We expressly agree and state that the purchase of this policy and including the governmental jurisdiction(s) shown in the schedule as an additional insured does not wave any of the defenses of governmental immunity available to the jurisdiction(s) under Code of Iowa Section 670.4 as it now exists and it may be amended from time to time.

**Claims Coverage**

We further agree that this policy 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.

**Assertion of Government Immunity**

The governmental jurisdiction(s) shown in the schedule 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 us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the governmental jurisdiction(s) shown in the schedule.

**Non-Denial of Coverage**

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the governmental jurisdiction(s) shown in the schedule under this policy for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the governmental jurisdiction(s) shown in the schedule.

**No Other Change in Policy**

We and the governmental jurisdiction(s) shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

## Item G.2.I.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
    - a. Your premises;
    - b. Your negligent acts or omissions in connection with "Your work" for that additional insured; orHowever:
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
  3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
    - a. "Bodily injury" or "property damage" occurring after:
      - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site 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 part of the same project.
    - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A. and Coverage B. to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

# Item G.2.I.

## INFORMAL PROJECT GENERAL CONDITIONS – EXHIBIT A

### TABLE OF CONTENTS OF GENERAL CONDITIONS

	Article or Paragraph Number & Title	Page Number
S-1	Introductory Statement	4
S-2	Definitions	4
S-3	Submission of the Proposal, Identity, and Bid Security	5
S-4	Limitations of Operations	5
S-5	Insurance	6
S-6	Supervision and Superintendence	9
S-7	Concerning Subcontractors, Suppliers and Others	9
S-8	Compliance with OSHA Regulations	9
S-9	Employment Practices	9
S-10	Measurement and Payment	10
S-11	Taxes	10
S-12	Construction Stakes	10
S-13	Work During an Emergency	10
S-14	Utilities	10
S-15	Waste Sites	10
S-16	Maintenance and Control of Traffic	11
S-17	Minor Work and Incidental Items of Construction	11
S-18	Working Days	11
S-19	Contractor Payment	11
S-20	General Notes	12
S-21	Pollution Prevention Plan	12

#### S-1 INTRODUCTORY STATEMENT

Division 1, General Provisions and Covenants of the Iowa Statewide Urban Design and Specifications, Series of 2018, as amended S-20, shall apply except as amended below.

#### S-2 DEFINITIONS.

ADD to or CHANGE the following definitions within 1010.1.03 of SUDAS Standard Specifications.

“CONTRACTING AUTHORITY,” “DEPARTMENT OF TRANSPORTATION,” or “COUNTY” shall mean the CITY.

“CONTRACTOR” shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

“OWNER” and “CITY” shall mean the City of Cedar Falls, Iowa acting through the City Council and duly authorized agents.

“SUDAS STANDARD SPECIFICATIONS” shall mean the Iowa Statewide Urban Design and Specifications Series of 2018, as amended S-20.

**S-3 Submission of the Proposal, Identity of Bidder, and Bid Security**

*Add the following to the SUDAS Standard Specifications Section 1020 – 1.12:*

The Bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the proposal shall be filled in ink, typed, or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder’s name. The form shall then include the item numbers, item descriptions, units, and item quantities. The Bidder shall specify a unit price in figures of dollars and cents for all bid items, the extensions for the respective unit prices, and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the Bidder’s name, the legible printed name of its representative, and the representative’s signature.

The low bidder will be required to furnish performance bond in an amount equal to One Hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Council of City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.

The Proposal shall be submitted in a sealed envelope with the Form of Proposal and Certificate of Insurance meeting the requirements in section S-5. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To:	David Sturch City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613
Proposal:	216 Iowa Street Demolition Project Project No. 021411
Submittal Deadline:	<b>Friday, April 6, 2018</b> <b>12:00 P.M.</b>

**S-4 LIMITATIONS OF OPERATIONS.**

Add the following paragraph to 1.01 of SUDAS STANDARD SPECIFICATIONS:

Upon request Bidder may be required to submit three references on contract related work.

Add the following paragraph to 1080.1.07 of SUDAS Standard Specifications:

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the CITY.

**S-5 INSURANCE.**

**All insurance information shall conform to SUDAS STANDARD SPECIFICATIONS Section 1070 – Legal Relations and Responsibility to the public with addition of the items outlined herein.**

## Item G.2.I.

### Insurance Requirements for Contractors for the City of Cedar Falls

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued from companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in 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. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
  - The policy shall not contain total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
  - Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).



- Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract. If the Contractor changes insurance carriers, or if Contractor's insurance coverage is canceled, during the contract period or within two years after City's acceptance of the work, Contractor agrees to immediately notify the City of such event.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.

The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – City of Cedar Falls, Iowa, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – City of Cedar Falls, Iowa, 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.
11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay

## Item G.2.I.

for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, 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.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### S-6 SUPERVISION AND SUPERINTENDENCE.

Add the following paragraph to 1050.1.03 of the SUDAS STANDARD SPECIFICATIONS:

CONTRACTOR shall maintain a qualified and responsible person available 24 hours per day, seven days per week to respond to emergencies that may occur after hours. CONTRACTOR shall provide the CITY the phone number and/or paging service of this individual.

**S-7 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

Add the following paragraph to 1080.1.01 of the SUDAS STANDARD SPECIFICATIONS:

Bidders shall list those persons, firms, companies or other parties to whom it proposes/intends to enter into a subcontract regarding this project as required for approval by the City and as noted on the Form of Proposal and the Agreement.

**S-8 COMPLIANCE WITH OSHA REGULATIONS.**

Add the following paragraph to 1070.1.01 of the SUDAS STANDARD SPECIFICATIONS:

The Contractor and all subcontractors shall comply with the requirements of 29 CFR 1910 (General Industry Standard) and 29 CFR 1926 (Construction Industry Standard). The Contractor and all subcontractors are solely responsible for compliance with said regulations.

The Contractor will provide Material Safety Data Sheets (MSDS) for all hazardous chemicals or materials that will be at the job site. The Material Safety Data Sheets will be submitted to the Project Engineering prior to the start of construction and supplemented as necessary throughout the project. This data is being provided for informational purposes only and does not relieve the contractor of any obligations for compliance with applicable OSHA and State laws regarding hazardous chemicals and right-to-know.

**S-9 EMPLOYMENT PRACTICES.**

Neither the Contractor nor his/her subcontractors shall employ any person whose physical or mental condition is such that his/her employment will endanger the health and safety of themselves or others employed on the project.

Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:

To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age or disability unless such disability is related to job performance of such person or employee.

To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age, or disability unless such disability is related to job performance of such person or employee.

**S-10 MEASUREMENT AND PAYMENT.**

The detailed specifications of this document defines all pay items and methods of measurement and will supersede applicable sections in the SUDAS STANDARD SPECIFICATIONS.

**S-11 TAXES.**

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with local law as outlined in 1109.07 of the IDOT Standard Specifications. The City of Cedar Falls does issue tax exemption certificates to preclude the payment of sales tax. The Contractor shall submit the information

## **Item G.2.I.**

necessary for the certificates to be issued. If tax exemption certificates are not issued, prior to project acceptance by the City, the Contractor shall submit to the CITY a statement of taxes paid, including all information required by the State of Iowa for reimbursement of taxes. **The City will reimburse Contractor for taxes approved and reimbursed by the State of Iowa.** Reimbursement to the Contractor will occur within 30 days of the City receiving reimbursement from the State. Tax statements submitted after the project has been accepted will not be accepted or reimbursed.

### **S-12 CONSTRUCTION STAKES.**

The Contractor shall be responsible for the preservation of stakes and marks. Any necessary re-staking will be at the Contractor's expense.

### **S-13 WORK DURING AN EMERGENCY.**

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases the Contractor shall notify the CITY of the emergency as soon as practical, but shall not wait for instructions before proceeding to properly protect both life and property.

### **S-14 UTILITIES.**

The Contractor is responsible for the field location of all utilities by qualified utility representatives prior to the start of construction and as required throughout the duration of the project. The contractor shall coordinate any utility removals with qualified utility representatives.

If a utility is encountered during construction, the utility shall be protected. If a utility is damaged by the Contractor during construction, the utility shall be repaired by the Contractor at no cost to the City.

### **S-15 WASTE SITES.**

All debris shall be disposed of at the Black Hawk County Landfill. The Generator, Contractor, Transporter, and/or any other party associated with the demolition and contents of said properties shall be listed on the Waste Shipment Record and delivery of said property contents to the landfill for disposal shall comply with all applicable Local, State, Federal, Department of Transportation (State and Federal), and Black Hawk County Landfill rules, regulations, and laws. Questions regarding the Black Hawk County Landfill rules, regulations, and laws may be directed to the Landfill Administrator, Brett Vette, at phone number 319-234-8115.

### **S-16 TRAFFIC CONTROL.**

Properly constructed and lighted barricades shall be provided by the Contractor as needed to protect his work from traffic.

24-hour maintenance of all traffic control devices is the responsibility of the Contractor.

### **S-17 MINOR WORK AND INCIDENTAL ITEMS OF CONSTRUCTION.**

Any minor work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

**S-18 WORKING DAYS.**

There are 25 working days allotted for this project. Working days can be suspended near project completion to wait until temperatures are adequate for dormant seeding.

This project has a start date of April 20, 2018.

Liquidated damages in the amount of **two hundred (\$200) dollars** per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work.

ALL work shall be completed by **May 15, 2018**. Time extensions will be granted for those portions of the project affected by inclement weather conditions.

**S-19 CONTRACTOR PAYMENT.**

Pay estimates will be submitted to the City Council for approval on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes. Any combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the final payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that all materials and costs have been paid for and all laborers have been paid in full.

It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause. Such cause includes, but is not limited to, failure of the Contractor to fulfill or discharge any of the duties or obligations or to otherwise perform in accord with terms of this agreement. The City's Agent shall cancel the agreement by sending notice of cancellation to the Contractor by certified mail. In the event the agreement is canceled, the City's Agent shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed demolition and on the basis of pro-rated time for partially completed work. In no case shall payment exceed the greater of either the schedule of fees specified in Paragraph 4 or any revisions to such fee schedule made under the terms of this agreement

**S-20 GENERAL NOTES.**

The work shall commence within ten (10) days after being notified of the contract approval. All work will be in accordance with 2018 Statewide Urban Design and Specifications (SUDAS) and 2018 City Supplemental Specifications.

The City's contact person(s) for this project are David Sturch and Craig Witry at 319-273-8600.

The property has been tested for asbestos containing material. The property containing asbestos will have asbestos abated prior to releasing the written Notice to Proceed.

No trees or bushes, other than the fallen limb on the house, shall be removed other than those necessary for the removal of the structures. This cost is incidental to the demolition of the structures.

All of the backfill, grading and seeding is included in the demolition of the structures. These requirements will be in accordance with SUDAS Division 10. Public sidewalk will not be removed with this project.

## **Item G.2.I.**

Final grade of the site will match the surrounding undisturbed areas to allow for adequate drainage.

Contractor must gain permission by the City of Cedar Falls to enter the property. Contractor shall coordinate with the City of Cedar Falls for the start date of demolition.

All work must be properly barricaded to eliminate hazards to pedestrians.

### **S-21 POLLUTION PREVENTION PLAN.**

Site Description: The proposed demolition project involves (1) dwelling, (2) two outbuildings, fallen tree limb and concrete flatwork (excluding public sidewalk) for demolition.

Erosion and Sediment Controls: The items Silt Fence / Wattles; Temporary; for erosion control for this project shall be the responsibility of the Contractor. This cost is incidental to the demolition of the structures.

Pollution Prevention "Plan" Reporting and Updates: The Contractor or Contractor's representative to insure compliance with the Pollution Prevention "Plan" shall carry out regular documented inspections. The Contractor designated and qualified personnel shall inspect disturbed areas of the construction sites that have not reached "final stabilization" at least once every seven (7) calendar days and within twenty-four (24 hr.) hours of the end of a storm event that results in one-half (0.5") inch or greater of rainfall. The Contractor shall be responsible for executing the "Plan" towards the goal of stabilizing all of the sites. The CITY will make determination of Contractors' compliance with the "plan" and may direct additional measures to be taken by Contractor or any Subcontractor. When a "plan" deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention "Plan" shall be revised and modifications made to the control facilities as needed and as recommended by the City.

The Contractor's weekly and rain event documented reports, based on site observations, shall be tabulated and become a part of the Pollution Prevention "Plan" project records.

**INSURANCE SCHEDULE****General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**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).

## Item G.2.I.

### CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

### CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. 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.

### CITY OF CEDAR FALLS, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** April 12, 2018  
**SUBJECT:** FY2018 Budget Amendment

Please find attached the notice for a FY18 budget amendment. This budget amendment is necessary due to the timing of various projects, early call of bond payments, and participation in various grants.

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for May 7, 2018.**

CC: Jennifer Rodenbeck, Director of Finance & Business Operations  
Ron Gaines, City Administrator



Jun-15

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF FY2017-2018 CITY BUDGET**

Form 653.C1

The City Council of Cedar Falls in BLACK HAWK County, Iowa  
will meet at 220 Clay Street, Cedar Falls, IA 50613  
at 7:00 p.m. on 5/7/2018  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2018  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	19,698,770		19,698,770
Less: Uncollected Property Taxes-Levy Year	2	0		0
<b>Net Current Property Taxes</b>	3	19,698,770	0	19,698,770
Delinquent Property Taxes	4	0		0
TIF Revenues	5	4,445,370		4,445,370
Other City Taxes	6	5,961,757		5,961,757
Licenses & Permits	7	914,000	42,500	956,500
Use of Money and Property	8	689,485	500	689,985
Intergovernmental	9	22,229,877	3,341,600	25,571,477
Charges for Services	10	12,661,550	152,235	12,813,785
Special Assessments	11	0	5,000	5,000
Miscellaneous	12	1,952,321	828,063	2,780,384
Other Financing Sources	13	10,521,460	1,620,000	12,141,460
Transfers In	14	12,662,080		12,662,080
<b>Total Revenues and Other Sources</b>	15	91,736,670	5,989,898	97,726,568
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	10,625,110	531,600	11,156,710
Public Works	17	16,327,410	182,350	16,509,760
Health and Social Services	18	140,500		140,500
Culture and Recreation	19	8,219,280	58,448	8,277,728
Community and Economic Development	20	2,862,670	25,500	2,888,170
General Government	21	4,590,710	-188,000	4,402,710
Debt Service	22	1,699,480	946,000	2,645,480
Capital Projects	23	23,968,010	11,925,000	35,893,010
Total Government Activities Expenditures	24	68,433,170	13,480,898	81,914,068
Business Type / Enterprises	25	15,022,020	8,500	15,030,520
<b>Total Gov Activities &amp; Business Expenditures</b>	26	83,455,190	13,489,398	96,944,588
Transfers Out	27	12,662,080		12,662,080
<b>Total Expenditures/Transfers Out</b>	28	96,117,270	13,489,398	109,606,668
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	29	-4,380,600	-7,499,500	-11,880,100
Beginning Fund Balance July 1	30	81,733,737		81,733,737
<b>Ending Fund Balance June 30</b>	31	77,353,137	-7,499,500	69,853,637

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

These over expenditures are primarily due to the timing of captial projects, early call of bond payments, and participation in various grant programs. Some of the expenditures will be covered by grant reimbursements, additional revenues, or cash reserves.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.





## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** April 13, 2018  
**SUBJECT:** 2018 Bond Sales

On June 18<sup>th</sup>, the City is scheduled to sell General Obligation Bonds for various purposes and projects. Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. Therefore, I am requesting that the hearing be held at the May 7<sup>th</sup> council meeting. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose. The amounts are as follows:

- Essential Corporate Purpose in an amount not to exceed \$5,800,000. These proceeds are anticipated to finance various City capital projects as follows:
  - Infrastructure Oversizing
  - McMahill Property Street Improvements
  - Sidewalk Reconstruction
  - Greenhill Road Corridor Study
  - Greenhill Road Extension
  - Cemetery Road Construction
  - Tennis/Pickle Ball Courts
  - Park Project Seeding
  - Bunker Gear
  - Fire Truck Replacement
  - Storm Water projects
  - West 1<sup>st</sup> Street Sanitary Sewer
  - Plant Digester Design
- General Corporate Purpose in an amount not to exceed \$350,000. These proceeds are anticipated to finance the McMahill Property Park Grading and the Park Restroom Roof projects.
- General Corporate Purpose in an amount not to exceed \$550,000. These proceeds are anticipated to finance the Hudson Rec Trail Phase IV and the Center Street Trail projects.

If you have any questions regarding the bond sale, please feel free to contact me.



**ITEMS TO INCLUDE ON AGENDA FOR APRIL 16, 2018**

**CITY OF CEDAR FALLS, IOWA**

Not to Exceed \$5,800,000 General Obligation Bonds.

- Resolution fixing date for a meeting on the proposition to issue.

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

**Item G.2.n.**

April 16, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$5,800,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$5,800,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$5,800,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose projects as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the 7th day of May, 2018, for the purpose of taking action on the matter of the issuance of not to exceed \$5,800,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of:

## Item G.2.n.

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
- b) equipping the fire department;
- c) construction, reconstruction, and repair of cemetery facilities; and
- d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: May 1, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$5,800,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 7th day of May, 2018, at \_\_\_\_\_ .M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$5,800,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
- b) equipping the fire department;
- c) construction, reconstruction, and repair of cemetery facilities; and
- d) rehabilitation and improvement of parks already owned, and the construction of improvements commonly found in city parks.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

**Item G.2.n.**

PASSED AND APPROVED this 16th day of April, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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**Item G.2.n.**

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$5,800,000 General Obligation Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2018.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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**ITEMS TO INCLUDE ON AGENDA FOR APRIL 16, 2018**

**CITY OF CEDAR FALLS, IOWA**

Not to Exceed \$550,000 General Obligation Bonds.

- Resolution fixing date for a meeting on the proposition to issue.

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

**Item G.2.o.**

April 16, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR A GENERAL CORPORATE PURPOSE), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR A GENERAL CORPORATE PURPOSE), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$550,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out a general corporate purpose project as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the 7th day of May, 2018, for the purpose of taking action on the matter of the issuance of not to exceed \$550,000 General Obligation Bonds, for a general corporate purpose, the proceeds of which bonds will be used to provide funds to

## **Item G.2.o.**

pay the costs of construction of recreational trails, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: April 25, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF CEDAR FALLS, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED ISSUANCE OF NOT TO  
EXCEED \$550,000 GENERAL OBLIGATION BONDS OF THE  
CITY (FOR A GENERAL CORPORATE PURPOSE, AND THE  
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 7th day of May, 2018, at \_\_\_\_\_ .M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$550,000 General Obligation Bonds, for a general corporate purpose, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Bonds to be issued to provide funds to pay the costs of construction of recreational trails.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

**Item G.2.o.**

PASSED AND APPROVED this 16th day of April, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

**Item G.2.o.**

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$550,000 General Obligation Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2018.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA APRIL 16, 2018**

**CITY OF CEDAR FALLS, IOWA**

Not to Exceed \$350,000 General Obligation Bonds.

- Resolution fixing date for a meeting on the proposition to issue.

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

**Item G.2.p.**

April 16, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$350,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$350,000 GENERAL OBLIGATION BONDS OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$350,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_ .M., on the 7th day of May, 2018, for the purpose of taking action on the matter of the issuance of not to exceed \$350,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay

## **Item G.2.p.**

the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: April 25, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF CEDAR FALLS, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED ISSUANCE OF NOT TO  
EXCEED \$350,000 GENERAL OBLIGATION BONDS OF THE  
CITY (FOR GENERAL CORPORATE PURPOSES), AND THE  
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 7th day of May, 2018, at \_\_\_\_\_ .M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$350,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9%) per centum per annum, the Bonds to be issued to provide funds to pay the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds and parks.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

**Item G.2.p.**

PASSED AND APPROVED this 16th day of April, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01468889-1\10283-160

**Item G.2.p.**

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$350,000 General Obligation Bonds)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

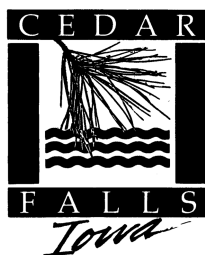
\_\_\_\_\_, 2018.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01468889-1\10283-160



**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:** Chase Schrage, CIP Projects Supervisor

**DATE:** April 10, 2018

**SUBJECT:** Center Street Recreational Trail Project  
Project No. RT-000-3107  
Iowa DOT Project No. TAP-U-1185(651)—8I-07  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Cost Estimate for the Center Street Recreational Trail Project. The project was designed by Clapsaddle-Garber Associates of Marshalltown, IA for the City of Cedar Falls, in accordance with the Iowa Department of Transportation (IDOT) Standard Specifications.

The project is scheduled for bid letting by the IDOT at the May 15, 2018 highway letting. The total estimated cost of the project is \$ 531,283.67. The Transportation Alternative Program, Surface Transportation Program, and the Transportation Improvements Program administered through the Iowa Department of Transportation will provide up to \$258,551.38. The remaining cost of the project will be funded by General Obligation Bonds.

I would recommend setting Monday, May 7, 2018 at 7:00 p.m. as the date and time for the public hearing on the Plans, Specifications, Cost Estimate and the Form of Contract for the Center Street Recreational Trail Project.

The IDOT will advertise for bids and distribute plans and specifications to contractors through their normal bid letting process.

The project will construct a recreational trail along the west side of Center Street from Cottage Row Road to Lone Tree Road.

The Plans, Specifications, Cost Estimate, and Form of Contract are available for your review at the City Clerk's office or at the Engineering Division of the Community Development Department.

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





ESTIMATED ROADWAY QUANTITIES      Run Date: 2/20/2018  
 Project Number: TAP-U-1185(651)--8I-07

Item No.	Item Code	Item	Unit	Total	Unit Price	Total Price
1	2101-0850001	CLEARING AND GRUBBING	ACRE	0.4	\$2,200.00	\$880.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	360.2	\$3.50	\$1,260.70
3	2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	562	\$6.90	\$3,877.80
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	803	\$5.50	\$4,416.50
5	2109-9300100	CONSTRUCTION OF NATURAL SUBGRADE FOR PAVEMENT, BASE COURSE, PAVEMENT WIDENING, OR SUBBASE	MILE	0.7	\$12,413.43	\$8,689.40
6	2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	296.1	\$23.50	\$6,958.35
7	2122-5500060	PAVED SHOULDER, HOT MIX ASPHALT MIXTURE, 6 IN.	SY	173.1	\$24.00	\$4,154.40
8	2123-7450020	SHOULDER FINISHING, EARTH	STA	22.85	\$174.67	\$3,991.21
9	2213-6745500	REMOVAL OF CURB	STA	0.48	\$783.00	\$375.84
10	2213-7100400	RELOCATION OF MAIL BOXES	EACH	14	\$197.00	\$2,758.00
11	2303-9093010	HOT MIX ASPHALT, DRIVEWAY	SY	45	\$48.50	\$2,182.50
12	2402-0425030	GRANULAR BACKFILL	CY	319.3	\$21.50	\$6,864.95
13	2417-0225024	APRONS, METAL, 24 IN. DIA.	EACH	1	\$400.00	\$400.00
14	2417-1060024	CULVERT, CORRUGATED METAL ROADWAY PIPE, 24 IN. DIA.	LF	16	\$55.00	\$880.00
15	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	5	\$1,340.00	\$6,700.00
16	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	9	\$2,495.00	\$22,455.00
17	2435-0700020	CONNECTION TO EXISTING INTAKE Intake Connection, Pipe Connection and Collar	EACH	24	\$1,300.00	\$31,200.00
18	2502-8215808	SUBDRAIN, TILE, 8 IN. DIA.	LF	2,100.00	\$26.50	\$55,650.00
19	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN	EACH	26	\$750.00	\$19,500.00
20	2502-8221303	SUBDRAIN OUTLET, DR-303 Modified to be Cleanout	EACH	48	\$450.00	\$21,600.00
21	2510-6745850	REMOVAL OF PAVEMENT	SY	26.6	\$8.00	\$212.80
22	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	41.8	\$7.50	\$313.50
23	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	4,352.50	\$34.00	\$147,985.00
24	2511-6745900	REMOVAL OF SIDEWALK	SY	1,266.50	\$12.00	\$15,198.00
25	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	21.7	\$46.00	\$998.20
26	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	6.7	\$51.00	\$341.70
27	2511-7528101	DETECTABLE WARNINGS	SF	464	\$36.50	\$16,936.00
28	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	1,041.00	\$52.50	\$54,652.50
29	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	522	\$10.50	\$5,481.00
30	2519-4200090	REMOVAL AND REINSTALLATION OF FENCE, See D.1 - D.4 for removals. Cable fence on Cottage Row Road not to be reinstalled	LF	181	\$34.00	\$6,154.00
31	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	9	\$236.00	\$2,124.00
32	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	20	\$10.00	\$200.00
33	2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	EACH	2	\$150.00	\$300.00
34	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	28	\$25.00	\$700.00
35	2525-0000100	TRAFFIC SIGNALIZATION	LS	1	\$18,000.00	\$18,000.00
36	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1	\$10,500.00	\$10,500.00
37	2527-9263118	PAINTED PAVEMENT MARKINGS, Edge Line White, Crosswalk Line White, Yield Line White	STA	26	\$102.00	\$2,652.00
38	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	2.52	\$50.00	\$126.00
39	2528-8445110	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
40	2528-8445113	FLAGGERS	EACH	15	\$333.33	\$5,000.00
41	2533-4980005	MOBILIZATION	LS	1	\$25,132.86	\$25,132.86
42	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1	\$1,740.00	\$1,740.00
43	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA. Straw Wattle	LF	283	\$2.62	\$741.46
					TOTAL=	\$531,283.67

-541-

Item G.2.q.



# CONTRACT

FA96 (Form 050019)  
9-02

Letting Date:	Contract ID:	Bid Order No.:
County:	Project Engineer:	
Cost Center:	Object Code:	DBE Commitment:
Contract Work Type:		

This agreement made and entered by and between the

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of \_\_\_\_\_.

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums:

Contractor, for and in considerations of \$\_\_\_\_\_ payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

Time is of the essence for this contract. To accomplish the purpose herein expressed, Contracting authority and Contractor have signed this and one other identical instrument as of the \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_  
Contracting Authority

By \_\_\_\_\_  
Contractor





**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)

**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** April 11, 2018  
**SUBJECT:** Sale of Lot 18 in the Northern Cedar Falls Industrial Park Phase I Addition, all in the City of Cedar Falls, Black Hawk County, Iowa. Contains 3.5 acres, more or less.

The Community Development Department would like to request that a public hearing be scheduled for May 7, 2018 to address the proposed transfer of the above referenced City owned real estate to CRMS, LLC. The proposed project would consist of a minimum 10,000 sf. trucking/transportation facility on Lot 18 in the Northern Cedar Falls Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning & Community Services Manager  
Kevin Rogers, City Attorney  
Eric Johnson, Attorney  
Youri Dimitrov, CRMS, LLC.

# Item G.2.r.

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

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

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CRMS, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO CRMS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from CRMS, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and CRMS, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$800,000.00 for a period through December 31, 2030; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 7<sup>th</sup> day of May, 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 entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and CRMS, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

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



## Item G.2.r.

### 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:

Lot 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa.



Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CRMS, L.L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO CRMS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 7<sup>th</sup> day of May, 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 a proposal from CRMS, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and CRMS, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), to Developer, on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$800,000.00 for a period through December 31, 2030.

A copy of the proposed 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

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

## Item G.2.r.

### 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:

Lot 18, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** April 11, 2018  
**SUBJECT:** Sale of Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

The Community Development Department would like to request that a public hearing be scheduled for May 7, 2018 to address the proposed transfer of the above referenced City owned real estate to FN Investments, L.L.C. The proposed project would consist of a new 20,600 sf. lab and office facility to be constructed along the north side of Venture Way, between Development Drive and Production Drive in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

If you have any questions, please contact the Community Development Department.

- xc: Stephanie Houk Sheetz, Director of Community Development
- Karen Howard, Planning and Community Services Manager
- Kevin Rogers, City Attorney
- Mark Rolinger, Attorney
- Fred Rose, FN Investments, L.L.C.

# Item G.2.s.

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

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

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND FN INVESTMENTS, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO FN INVESTMENTS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from FN Investments, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and FN Investments, L.L.C. on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$2,800,000.00 for a period through December 31, 2030; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 7<sup>th</sup> day of May, 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 entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and FN Investments, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

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

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 \_\_\_\_ 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  
City Clerk of Cedar Falls, Iowa

## Item G.2.s.

### 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:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

**NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND FN INVESTMENTS, L.L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO FN INVESTMENTS, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT**

To Whom It May Concern:

Notice is hereby given that on the 7<sup>th</sup> day of May, 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 a proposal from FN Investments, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and FN Investments, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), to Developer, on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$2,800,000.00 for a period through December 31, 2030; and

A copy of the proposed 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

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

## Item G.2.s.

### 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:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less).





**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)

**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** April 11, 2018  
**SUBJECT:** Sale of Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

The Community Development Department would like to request that a public hearing be scheduled for May 7, 2018 to address the proposed transfer of the above referenced City owned real estate to Schuerman Construction, Inc. The proposed project would consist of a new 10,000 sf. warehouse/office facility to be constructed at the corner of Venture Way and Production Drive, in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning and Community Services Manager  
Kevin Rogers, City Attorney  
John Larsen, Attorney  
Rob Schuerman, Schuerman Construction, Inc.

# Item G.2.t.

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

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

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SCHUERMAN CONSTRUCTION, INC.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO SCHUERMAN CONSTRUCTION, INC., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Schuerman Construction, Inc., an Iowa corporation (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc. on terms which include:

- (1) Conveyance of certain city-owned real estate legally described on Exhibit "A" attached hereto (the "Development Property"), on certain terms and conditions; and
- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$600,000.00 for a period through December 31, 2030; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 7<sup>th</sup> day of May, 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 entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

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



## Item G.2.t.

### EXHIBIT A

#### DEVELOPMENT PROPERTY

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Lot 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.14 acres more or less).

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SCHUERMAN CONSTRUCTION, INC., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO TO SCHUERMAN CONSTRUCTION, INC., PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 7<sup>th</sup> day of May, 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 a proposal from Schuerman Construction, Inc., an Iowa corporation (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Schuerman Construction, Inc., on terms which include:

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A copy of the proposed 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

## Item G.2.t.

### EXHIBIT A

#### DEVELOPMENT PROPERTY

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