



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, APRIL 2, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of March 19, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
 - 1. 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.
 - a. Receive and file proof of publication of notice of hearing. (Notice published March 23, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Pass an ordinance 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 first consideration.
 - 3. 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 Real Estate Purchase Agreement with Midwest Development Co. and Skogman Homes.
 - a. Receive and file proof of publication of notice of hearing. (Notice published March 23, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 4. Resolution 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.
- F. Old Business:
 - 1. Pass Ordinance #2918, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, upon its third & final consideration.
 - 2. Pass Ordinance #2920, vacating a portion of Dallas Drive right-of-way, upon its second consideration, or

- a. Suspend the rules requiring ordinances to be considered at three separate meetings (requires at least six aye votes), and
 - b. Pass the ordinance upon its third & final consideration.
 3. Resolution 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. (Contingent upon approval of Item F-2.b.)
 4. 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 second consideration.
 5. 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)
 - a. Resolution 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)
 - b. Resolution 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. (Contingent upon approval of Item F-5.a.)
 - c. Resolution 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. (Contingent upon approval of Item F-5.a.)
 - d. Resolution 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. (Contingent upon approval of Item F-5.a.)
- 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) Jeff Thompson, Board of Mechanical Appeals, term ending 12/31/2021.
 - (2) Sue Armbrecht, Civil Service Commission, term ending 04/04/2022.
 - (3) Patrick Phalen, Housing Commission, term ending 12/31/2019.
 - b. 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.
 - c. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- (1) Fire Battalion Chief.
 - (2) Fire Captain.
 - (3) Public Safety Officer.
 - d. Receive and file Departmental Monthly Reports of February 2018.
 - e. Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Permeable Alley Project.
 - f. Receive and file the plans, specifications, form of contract & estimate of cost for the Campus Street Box Culvert Project.
 - g. 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 water tower to occur on Sundays.
 - h. Approve a request for a parking variance on Viking Road on April 14, 2018.
 - i. 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.
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 a job classification for the position of Accountant in Finance & Business Operations.
 - b. Resolution 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.
 - c. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission & Towing.
 - d. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with The Rasmusson Company.
 - e. Resolution approving and authorizing execution of a First Amendment to Operating Agreement for Pheasant Ridge/Walters Golf Courses and Pro Shop with John J. Bermel.
 - f. Resolution approving and accepting the contract and bond of Municipal Pipe Tool Company, LLC for the 2018 Sanitary Sewer Rehabilitation Project.
 - g. Resolution 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.
 - h. Resolution 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.

- i. Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Dry Run Creek Watershed Improvement Project, Phase I.
 - j. Resolution 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.
 - k. Resolution 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.
 - l. Resolution approving the preliminary plat of Western Home Communities Eighth Addition.
 - m. Resolution approving the final plat of Western Home Communities Eighth Addition.
 - n. Resolution 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.
 - o. Resolution 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.
 - p. Resolution 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.
 - q. Resolution 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.
- 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, MARCH 19, 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, Green. Absent: Wieland.

- 51763 - It was moved by Miller and seconded by deBuhr that the minutes of the Regular Meeting of March 5, 2018 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation declaring March 2018 as the 16th Annual March for Meals Month, and Northeast Iowa Area Agency on Aging Specialist Kim Hinz commented.

- 51764 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to ACOH, L.L.C. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51765 - The Mayor then asked if there were any written objections filed to the proposed agreement and conveyance. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Planner II Graham commented briefly on the proposal. There being no one else present wishing to speak either for or against the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.

- 51766 - It was moved by Darrah and seconded by Blanford that Resolution #21,005, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with ACOH, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to ACOH, L.L.C., 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,005 duly passed and adopted.

- 51767 - It was moved by Darrah and seconded by Miller that Resolution #21,006, approving a Central Business District Overlay Zoning District site plan for construction of a new hotel at 10 Main Street, be adopted. Steve Wikert, 110 W. 16th Street, suggested design revisions and requested that consideration of the proposed site plan be tabled, Greater Cedar Valley Alliance and Chamber representative Lisa Skubal commented in support of the proposed project, City Planner III Sturch provided an overview of the proposed project and Mayor Brown conveyed positive comments on behalf of Community Main Street. Following questions and comments by Councilmembers deBuhr, Miller, Blanford, Kruse, Darrah and Green, and responses by Sturch, Attorney Rogers and Hawkeye Hotels Development Director Om Patel,

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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 Resolution #21,006 duly passed and adopted.

51768 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on a proposed vacation of utility easements on Lots 2 & 4 in Auditor's Mill Company Plat. It was then moved by deBuhr and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

51769 - The Mayor then asked if there were any written objections filed to the proposed vacation. 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 vacation, the Mayor declared the hearing closed and passed to the next order of business.

51770 - It was moved by Darrah and seconded by Blanford that Resolution #21,007, approving and authorizing vacation of utility easements on Lots 2 & 4 in Auditor's Mill Company Plat, 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,007 duly passed and adopted.

51771 - It was moved by Blanford and seconded by Miller that Resolution #21,008, approving and authorizing execution of a developmental procedures agreement with Hawkeye Hotels, Inc. relative to property located at the northwest corner of West 1st Street and Main Street, 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,008 duly passed and adopted.

51772 - It was moved by Darrah and seconded by Kruse that Resolution #21,009, approving and authorizing execution of a Maintenance and Repair Agreement with Hawkeye Hotels, Inc. relative to a post-construction stormwater management plan for 10 Main Street, 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,009 duly passed and adopted.

51773 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on a proposed vacation and dedication of utility easements on Lots 32 and 33 of Pinnacle Prairie Business Center North. It was then moved by Green and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51774 - The Mayor then asked if there were any written objections filed to the proposed vacation and dedication. 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 vacation and dedication, the Mayor declared the hearing closed and passed to the next order of business.
- 51775 - It was moved by Darrah and seconded by Blanford that Resolution #21,010, approving and authorizing vacation and dedication of utility easements on Lots 32 and 33 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, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,010 duly passed and adopted.
- 51776 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on a proposed vacation and conveyance of a portion of Dallas Drive right-of-way to John G. Investments, Inc. It was then moved by deBuhr and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51777 - The Mayor then asked if there were any written objections filed to the proposed vacation 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 vacation and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 51778 - It was moved by Blanford and seconded by Kruse that Ordinance #2920, vacating a portion of Dallas Drive right-of-way, upon passed upon its first 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, Green. Nay: None. Motion carried.
- 51779 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on proposed amendments to the FY18-19 Annual Consolidated Plan and FY15-19 Consolidated Plan for the Community Development Block Grant and Home Programs. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51780 - 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. Community Development Director Sheetz commented briefly on the 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.
- 51781 - It was moved by Miller and seconded by Green that Resolution #21,011, approving

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amendments to the FY18-19 Annual Consolidated Plan and FY15-19 Consolidated Plan for the Community Development Block Grant and Home Programs, be adopted. Following questions by Councilmembers Blanford and Darrah, and responses by Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,011 duly passed and adopted.

- 51782 - Mayor Brown announced that in accordance with the public notice of March 9, 2018, this was the time and place for a public hearing on the proposed adoption by reference of the 2017 Edition of the National Electrical Code and certain amendments thereto. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51783 - The Mayor then asked if there were any written objections filed to the proposed code adoption. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Inspection Services Manager Witry commented briefly on the proposed code. There being no one else present wishing to speak either for or against the proposed code adoption, the Mayor declared the hearing closed and passed to the next order of business.
- 51784 - It was moved by deBuhr and seconded by Darrah 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 first 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, Green. Nay: None. Motion carried.
- 51785 - Mayor Brown announced that this was the time and place for a hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2017 Sidewalk Assessment Project, Zone 8. The Mayor then called for oral comments. There being no one present wishing to speak on behalf of the property owners, the Mayor declared the hearing closed and passed to the next order of business.
- 51786 - It was moved by Miller and seconded by Green that Resolution #21,012, adopting and levying the final schedule of assessments for the 2017 Sidewalk Assessment Project, Zone 8, 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,012 duly passed and adopted.
- 51787 - It was moved by Darrah and seconded by Miller that Ordinance #2918, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, 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, Green. Nay: None. Motion carried.

51788 - It was moved by Green and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Craig Schwerdtfeger as a member of the Board of Adjustment.

Receive and file the Committee of the Whole minutes of March 5, 2018 relative to the following items:

- (1) Cedar River Project.
- (2) Golf Privatization Update.
- (3) Bills & Payroll.

Endorse the recommendations of the Library Board of Trustees, the Art & Culture Board and the Parks & Recreation Commission regarding use of the Berg and Ray Funds held by the Cedar Falls Community Foundation for the benefit of the Cedar Falls Public Library, the Hearst Center and the Recreation Center.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Equipment Mechanic.

Receive and file the bids received for the 2018 Sanitary Sewer Rehabilitation Project.

Approve a request for street closures for the Shamrock Shuffle on April 14, 2018.

Approve and authorize execution of an Order Accepting Acknowledgment/Settlement Agreement relative to a Second Tobacco Violation regarding Casey's General Store, 2425 Center Street.

Approve the application of Hansen's Dairy, 123 East 18th Street, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- (1) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- (2) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - renewal.
- (3) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- (4) Cedar Basin Jazz Festival & Live to 9, Sturgis Park, Special Class B beer & outdoor service - 6-month permit.

Motion carried unanimously.

51789 - It was moved by Miller and seconded by Kruse to approve and adopt action taken at the Committee of the Whole meeting of March 5, 2018 relative to the Cedar River Project. Community Development Director Sheetz responded to questions by Councilmembers deBuhr and Miller. Larry Wyckoff, 4241 Eastpark Road, and Tom Hagarty, 809 Franklin Street, spoke opposed to the project, and Leann Saul, 1825 Greenhill Road, and Jim Skaine, 2215 Clay Street expressed concerns with funding for the project. Following additional questions and comments by Councilmembers

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Blanford, Miller, deBuhr, Green and Kruse, and responses by Directors Sheetz and Ripplinger, it was moved by deBuhr and seconded by Green to table the motion so that a referral can be made to the Parks & Recreation Commission. Motion to table failed 2-4, with Miller, Kruse, Blanford and Darrah voting nay.

The Mayor then called for a vote on the original motion. Motion carried 4-2, with deBuhr and Green voting nay.

51790 - It was moved by Green and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,013, deleting the pay for an employee in the position of PT-Administrative Clerk in the Financial Services Division.

Resolution #21,014, deleting the pay for an employee in the position of Administrative Clerk in the Public Records Division.

Resolution #21,015, deleting the pay for an employee in the position of PT-Assistant Equipment Mechanic in the Public Works & Parks Division.

Resolution #21,016, deleting the pay for an employee in the position of Equipment Operator in the Public Works & Parks Division.

Resolution #21,017, deleting the pay for an employee in the position of PT-Transfer Station Laborer in the Public Works & Parks Division.

Resolution #21,018, establishing the pay for a new employee hired in the position of Planning & Community Services Manager in Community Development.

Resolution #21,019, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 922 Douglas Street.

Resolution #21,020, approving and authorizing execution of an agreement with Waterloo-Cedar Falls Umpires Association relative to the provisions of umpiring services for the 2018 season.

Resolution #21,021, approving and accepting the low bid of Municipal Pipe Tool Company, LLC, in the amount of \$233,469.40, for the 2018 Sanitary Sewer Rehabilitation Project.

Resolution #21,022, approving and authorizing execution of a Professional Service Agreement with Robinson Engineering Company relative to the Castle Hill and Hartman Subwatershed Assessment Project.

Resolution #21,023, approving and authorizing execution of a PIC Clean Up Agreement with Tenmast Software relative to the Housing Choice Voucher (Section 8) Program.

Resolution #21,024, approving and authorizing execution of a Contract for Completion of Improvements with Jensen Carpentry, Inc. relative to construction of a

driveway at 1522 Belle Avenue.

Resolution #21,025, approving a Central Business District Overlay Zoning District site plan for relocation of a building from the corner of 1st and Main Street to the southeastern corner of Lot 1 of River Place 1st Addition.

Resolution #21,026, setting April 2, 2018 as the date of public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa.

Resolution #21,027, setting April 2, 2018 as the date of public hearing on the proposed sale of Lot 5, West Viking Road Industrial Park, Phase II to Midwest Development Co. and Skogman Homes, and to consider entering into a proposed Real Estate Purchase Agreement with Midwest Development Co. and Skogman Homes.

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 #21,013 through #21,027 duly passed and adopted.

- 51791 - It was moved by Blanford and seconded by Miller that Resolution #21,028, approving and accepting the permanent transfers of \$3,400,000.00 from the Municipal Electric and Gas Utilities to the General Fund of the City of Cedar Falls, and \$30,000.00 from the Municipal Electric and Gas Utilities to the Economic Development Fund of the City of Cedar Falls, be adopted. Following comments by Jim Skaine, 2215 Clay Street, 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 Resolution #21,028 duly passed and adopted.
- 51792 - It was moved by Miller and seconded by Kruse that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion carried.
- 51793 - Community Services Director Sheetz introduced Karen Howard as the new Community Services Manager.
- 51794 - It was moved by Darrah and seconded by Blanford to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Green. Nay: None. Motion Carried.

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51795 - Mike Stout, 206 Spruce Hills Drive, Ron Flory, 301 Spruce Hills Drive, Jill Fisher, 203 Cordoba Avenue, and Penny Popp, 4805 South Main Street, spoke opposed to and expressed concerns about the proposed Kwik Star development. City Administrator Gaines, City Attorney Rogers and Community Development Director Sheetz provided information in response to the comments.

Larry Wyckoff, 4241 Eastpark Road, expressed concerns with the proposed development, and Police Chief Olson responded to his inquiry regarding future use of the current police operations location.

Jacob Garnette, 114 F Street, commented on utilizing data for comprehensive decisions, specifically relating to the Cedar River Project.

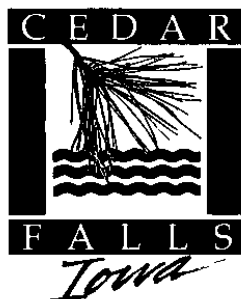
Jim Skaine, 2215 Clay Street, commented about free speech.

The City Council adjourned to Executive Session at 9:03 P.M.

Mayor Brown reconvened the Council Meeting at 9:29 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

51796 - It was moved by Blanford and seconded by Darrah that the meeting be adjourned at 9:30 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor and Council
FROM: Iris Lehmann, Planner I
DATE: March 27, 2018
SUBJECT: Zoning Ordinance to reflect changes to the Rental Ordinance

In April 2017 the Iowa Legislature passed House File 134. The new legislation states that no municipality can adopt or enforce any rental regulations after January 1, 2018 that are based on familial or non-familial relationships. A copy of House File 134 is attached for your reference. In response to House File 134, City Council approved amendments to the City's Rental Code on December 18th, 2017.

To meet House File 134 all references and definitions of "family", "related", and "unrelated" needed to be removed from the Rental Code. This was accomplished through primarily terminology changes. For consistency all other sections of the City Code are being updated, including the Zoning Code and the City's Zoning Map. The proposed changes to the Zoning Code and Map, attached, reflect these terminology changes. For instance "single family homes" is being updated to "single unit homes".

The Planning and Zoning Commission's initial feedback was received on February 14th, 2018 and a public hearing and vote was held on February 28th, 2018. The Planning and Zoning Commission unanimously approved the revisions.

The Community Development Department recommends holding the public hearing and first reading of the Chapter 29 Zoning Ordinance on April 2, 2018. If you have any questions or need additional information, please feel free to contact me.

Xc: Stephanie Sheetz, Director
Kevin Rogers, City Attorney

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House File 134 - Enrolled

House File 134

AN ACT

RELATING TO THE AUTHORITY OF CITIES TO REGULATE AND RESTRICT THE
OCCUPANCY OF RESIDENTIAL RENTAL PROPERTY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 414.1, subsection 1, Code 2017, is amended to read as follows:

1. a. For the purpose of promoting the health, safety, morals, or the general welfare of the community or for the purpose of preserving historically significant areas of the community, any city is hereby empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

b. A city shall not, after January 1, 2018, adopt or enforce any regulation or restriction related to the occupancy of residential rental property that is based upon the existence

of familial or nonfamilial relationships between the occupants
of such rental property.

LINDA UPMEYER
Speaker of the House

JACK WHITVER
President of the Senate

I hereby certify that this bill originated in the House and
is known as House File 134, Eighty-seventh General Assembly.

CARMINE BOAL
Chief Clerk of the House

Approved _____, 2017

TERRY E. BRANSTAD
Governor

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Chapter 29 - ZONING⁽¹⁾

Footnotes:

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Cross reference— Advertising, ch. 3; airport, ch. 4; buildings and building regulations, ch. 7; fire prevention and protection, ch. 11; housing, ch. 14; mobile homes, mobile home parks and mobile home subdivisions, ch. 17; parks and recreation, ch. 20; planning, ch. 21; public safety, ch. 22; subdivisions, ch. 24.

State Law reference— Municipal zoning generally, I.C.A. § 414.1 et seq.; restricted residence districts generally, I.C.A. § 414.24.

ARTICLE I. - IN GENERAL

Sec. 29-1. - Title of chapter.

This chapter shall be known and may be cited and referred to as the Zoning Ordinance of the city.

(Code 1971, § 32-22)

Sec. 29-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

Access drive means a driveway or easement allowing access to a lot not having frontage upon a street.

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

Administrator means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

Alley means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

Apartment hotel means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

Assessed value means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

Base Flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new

development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

Bed and breakfast enterprises is synonymous with lodging house or guest lodging and means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

Bed and breakfast inn is synonymous with hotel, and means a lodging establishment containing six or more guest rooms.

Boardinghouse means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Building means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

Building, height of means the vertical distance from grade to the highest point of any roof ridge.

Building line means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

Building setback (see Yard) means the minimum required area of unobstructed open space on a lot measured from the property line.

Carport means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Clinic means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

Day nursery or nursery school means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Driveway, commercial means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

Driveway, hard surface means a paved area, as defined in article VI, of chapter 23, of this Code. It does not include gravel or granular surface materials.

Driveway, residential means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking

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for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See section 29-179 for additional regulations.

~~Dwelling means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.~~

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

Dwelling unit means any building, room, or group of adjoining rooms providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, condominium means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

~~Dwelling, multiple means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.~~

Dwelling, Multiple means any structure containing three or more dwelling units.

Dwelling, row means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

~~Dwelling, single-family means a detached residence designed for or occupied by one family only.~~

Dwelling, Single-unit means a structure containing one dwelling unit.

Dwelling, single-familyunit bi-attached means a dwelling designed for or occupied by one ~~family~~unit only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

Dwelling, Two-unit means a structure containing two dwelling units.

Dwelling, Two-unit conversion means a structure that was originally constructed as a single-unit dwelling, but which was subsequently converted to a two-unit dwelling.

~~Dwelling, two-family means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.~~

~~Dwelling unit means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.~~

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Factory-built home park means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

Factory-built housing means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

Fair market value means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

Family means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

Family day care home means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

Flood means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Floor area ratio means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

Garage, private means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

Gasoline filling station means any building or premises used for:

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- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

Group home means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

Guest room means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Historic structure means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of Interior or
 2. Directly by the Secretary of Interior in states without approved programs.

Home occupation means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

Hotel means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

Junkyard means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel

materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

kennel means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

Landscape area means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

Lot means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and
- (4) A parcel of land described by metes and bounds;

provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot depth means the mean horizontal distance between the front and rear lot lines.

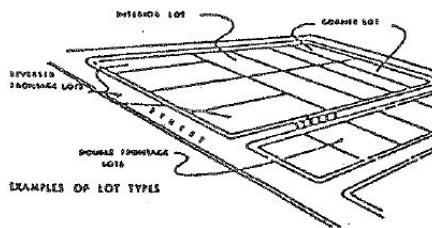
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot, interior means a lot other than a corner lot.

Lot lines means the lines bounding a lot.

Lot of record means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, reversed frontage means a corner lot, the side street line of which is substantially a continuation



of the front line of the first platted lot to its rear.

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;

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- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

Main body means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

Manufactured home means a factory-built single-family unit structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family unit detached dwelling.

Mini-storage warehouses means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

Mobile home means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

Mobile home accessory building or structure means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

Mobile home space means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

Modular home means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

New construction (new buildings, new mobile home parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Nursing or convalescent home means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill,

structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred (100) year flood means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

Parking area means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

Parking lot means an area improved and designated or commonly used for the parking of three or more motor vehicles.

Parking space, also Parking stall means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Permanent storage means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

Porch, unenclosed means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

Principal use means the main use of land or structures, as distinguished from an accessory use.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

- (1) Physical flood damage to:
 - a. Streets.
 - b. Sewers.
 - c. Water mains.
 - d. Other public utilities.
 - e. Public buildings.
 - f. Bridges.
 - g. Recreational trails.
- (2) Expenditures for:
 - a. Emergency flood protection.
 - b. Evacuation and relief.
 - c. Rehabilitation and cleanup.
- (3) Losses due to:
 - a. Interruption of utilities and transportation routes.
 - b. Interruption of commerce and employment.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

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Public water supply means a municipally owned, operated and maintained water supply.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Recreational vehicle means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

Roominghouse means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three ~~unrelated~~ resident tenants aged 18 years or older. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Satellite receiving dish means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

Site coverage ratio means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

Story, half means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

Street line means the right-of-way line of a street.

Street, private means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

Street, public means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

Structural alterations means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Travel trailer means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

Wind energy conversion system means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

Variance means a grant of relief by a community from the terms of the zoning ordinance.

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

Yard means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

Yard, front means a yard extending across the full width of the lot and measured between the front lot line and the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

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Yard, required means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in section 29-83. If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.

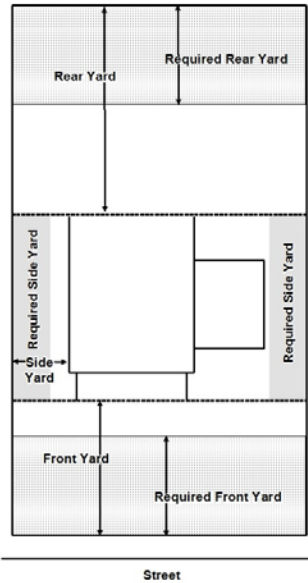


Figure 1

Yard, side means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

(Ord. No. 2750, § 1, 7-11-11; Ord. No. 2837, § 1, 3-2-15; Ord. No. 2847, § 1, 7-20-15)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 29-3. - Interpretation of chapter.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements. Where this chapter imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this chapter shall control.

(Code 1971, § 32-23)

Sec. 29-4. - Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.

- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairman, vice-chairman or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.
- (c) In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds $\frac{2}{3}$ of all the members of the city council. In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths $\frac{3}{4}$ of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of this chapter.
- (e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

(Code 1971, § 32-50; Ord. No. 2439, § 1, 6-23-03)

Secs. 29-5—29-30. - Reserved.

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

Item E.1.

DIVISION 1. - GENERALLY

Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.
- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
- (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
 - (3) An indication of the use or occupancy for which the proposed work is intended.
 - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
 - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
 - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
 - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

Editor's note— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:

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- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (12) Such other factors which are relevant to the purpose of this chapter.

- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
 - a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
 - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

Editor's note— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.

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- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
 - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
 - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
 - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
 - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
 - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and
 - b. Maintain the floodproofing certifications required in subsection 29-34(b).

- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
- (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

Editor's note— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

DIVISION 2. - BOARD OF ADJUSTMENT^[2]

Item E.1.

Footnotes:

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Cross reference— Airport zoning commission, § 4-26 et seq.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

(Code 1971, § 32-48(a))

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
 - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
 - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.
 - c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication,

including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.

- d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.
- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.

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- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

DIVISION 3. - EXCEPTIONS AND MODIFICATIONS

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statutory, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

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

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.

- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

Sec. 29-80. - Exceptions to lot area requirements.

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required

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shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

(a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:

- (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
- (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
- (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
- (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
- (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
- (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.

(b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.

(c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.

- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

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

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or

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hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.

- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
 - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.
 - (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.

- (b) *Exceptions.* Stormwater detention will not be required for:
- (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
 - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second, then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.
 - (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
 - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
 - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
 - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
- (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.
- (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or

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economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.

- (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
- (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.
- (h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

(Code 1971, § 32-47(k))

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA
(Compiled from U.S. Weather Bureau Technical Paper #40)

Rainfall Intensities are in Inches per Hour

(24 hours)	1440	.11	.13	.16	.19	.22	.24	.27
(12 hours)	720	.19	.23	.29	.33	.38	.42	.47
(6 hours)	360	.32	.38	.48	.57	.65	.73	.80
(3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35
(2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85
<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00
	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25

	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
	10	3.52	4.21	5.23	6.02	6.84	7.52	8.55
	5	4.57	5.46	6.79	7.81	8.88	9.77	11.10
	0	—————						
		1-year	2-year	5-year	10-year	25-year	50-year	100-year
		<i>Storm Frequency (Years)</i>						

TIME OF CONCENTRATION

(Overland Flow)

;reserved=38.6p;

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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RUNOFF COEFFICIENTS FOR VARIOUS AREAS

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single-family unit areas	0.30—0.50
Multiunits, detached	0.40—0.60
Multiunits, attached	0.60—0.75
Apartment dwelling areas	0.50—0.70

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	Suburban	0.25—0.40
	Business:	
	Downtown areas	0.70—0.95
	Neighborhood areas	0.50—0.70
	Industrial:	
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95
	Lawns:	
	Sandy soil, flat (0—2% slope)	0.05—0.10

Sandy soil, average (2—7% slope)	0.10—0.15
Sandy soil, steep (7% or greater slope)	0.15—0.20
Heavy soil, flat (0—2% slope)	0.13—0.17
Heavy soil, average (2—7% slope)	0.18—0.22
Heavy soil, steep (7% or greater slope)	0.25—0.35

RUNOFF COEFFICIENTS FOR RURAL AREAS

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland:			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
Pasture:			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated:			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

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Secs. 29-88—29-105. - Reserved.

ARTICLE III. - DISTRICTS AND DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

Sec. 29-106. - Districts established.

In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specified uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings, the city is hereby divided into 26 classes of districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as:

A-1	Agricultural District
R-1SUF	Single-FamilyUnit Residence District
R-1	Residence District
R-2	Residence District
R-3	Multiple Residence District
R-4	Multiple Residence District
R-5	Residence District
S-1	Shopping Center District
C-1	Commercial District
C-2	Commercial District
C-3	Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District

M-P	Planned Industrial District
F-W	Floodway Overlay District
F-F	Floodway Fringe Overlay District
F-P	General Floodplain Overlay District
R-P	Planned Residence District
HCG	Highway Corridor and Greenbelt Overlay Zoning District
CHN	College Hill Neighborhood Overlay Zoning District
MPC	Major Thoroughfare Planned Commercial District
PO-1	Professional Office District
BR	Business/Research Park District
MU	Mixed Use Residential District
HWY-1	Highway Commercial District
PC-2	Planned Commercial District
HWY-20	Highway 20 Commercial Corridor Overlay District
CBD	Central Business District Overlay Zoning District
P	Public Zoning District

(Code 1971, § 32-25; Ord. No. 2416, § 1, 2-24-03; Ord. No. 2477, 5-10-04; Ord. No. 2545, 9-12-05)

Sec. 29-107. - District boundaries.

(a) *Zoning maps.*

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- (1) *Zoning map.* The boundaries of the districts established by this article are indicated upon the zoning map of the city, which map is made a part of this chapter by reference. The zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the zoning map is kept current at all times.
 - (2) *Digital zoning map.* An electronic computerized version of the zoning map that displays the boundaries of the districts established by this article are indicated upon the digital zoning map of the city, which map is made a part of this chapter by reference. The digital zoning map of the city and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references and other matters set forth by the map were all fully described in this chapter. The digital zoning map is on file in the office of the city planner, at the City Hall. It shall be the responsibility of the city planner to see that the digital zoning map is kept current at all times.
 - (3) *Resolving inconsistencies between zoning maps.* To the extent there is any inconsistency between the Zoning Map referenced in subsection (a)(1) and the digital zoning map referenced in subsection (a)(2) of this section, the digital zoning map shall take precedence.
- (b) *Interpretation of boundaries.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:
- (1) The district boundaries are either street lines or alley lines unless otherwise shown, and where the districts designated on the map accompanying and made a part of this chapter are bounded approximately by street lines or alley lines, the street lines or alley lines shall be construed to be the boundary of the district. Street and alley rights-of-way are not included in zoned areas.
 - (2) In unsubdivided property, the district boundary lines on the map accompanying and made a part of this chapter shall be determined by use of the scale appearing on the map.
 - (3) Publication of the legal description of property zoned or rezoned shall constitute an official amendment to the official zoning map, and, as such, the map or portion of the map need not be published.

(Code 1971, § 32-26; Ord. No. 2246, § 3, 10-26-98; Ord. No. 2248, § 3, 12-28-98; Ord. No. 2261, § 1, 4-26-99; Ord. No. 2267, § 1—3, 7-12-99; Ord. No. 2281, §§ 1—3, 12-13-99; Ord. No. 2345, §§ 1—3, 7-23-01; Ord. No. 2365, § 3, 3-11-02; Ord. No. 2413, 2-10-03; Ord. No. 2415, 3-10-03; Ord. No. 2562, § 1, 11-28-05)

Editor's note— The map referred to in the preceding section is on file in the city clerk's office and may be seen by the general public.

Sec. 29-108. - Establishment of floodplain districts.

- (a) *Statutory authorization.* The legislature of the state has, in I.C.A. ch. 414, delegated the responsibility to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
- (b) *Findings of fact.*
 - (1) The flood hazard areas of the city are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the health, safety and general welfare of the community.

- (2) Such losses, hazards and related adverse effects are caused by:
 - a. The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flood; and
 - b. The cumulative effect of floodplain construction on flood flows, which causes increases in flood heights and floodwater velocities.
- (3) This chapter relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the department of natural resources.
- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be known as F-W Floodway District, the F-F Floodway Fringe District and the F-P General Floodplain District.
- (d) *Purpose of districts.* It is the purpose of the floodplain districts to promote the public health, safety and general welfare and to minimize public and private damages due to flood conditions in specific areas by provisions designed to:
 - (1) Protect human life and health.
 - (2) Minimize expenditure of public money for costly flood control projects.
 - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
 - (4) Minimize prolonged business interruptions.
 - (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.
 - (6) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize flood blight areas.
 - (7) Ensure that potential buyers are notified that property is in an area of special flood hazard.
 - (8) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
 - (9) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
 - (10) Ensure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

(Code 1971, § 32-26.1)

Sec. 29-109. - Boundaries of floodplain districts.

- (a) The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled Flood Insurance Study for the City of Cedar Falls, Iowa, dated February 1, 1985, with accompanying flood insurance rate maps and flood boundary and floodway maps, are hereby adopted by reference and declared to be a part of this chapter. The maps shall be referenced in this chapter as the official floodplain zoning map. The boundaries of the floodway, floodway fringe and general floodplain districts shall be determined by scaling distances on the official floodplain zoning map. When an interpretation is needed as to the exact location of the

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boundaries, the zoning administrator or his/her official designee shall make the necessary interpretation. Any person contesting the location of the district boundary shall be given a reasonable opportunity to present his/her case and submit technical evidence.

- (b) There shall be established and maintained by the zoning administrator of the city the official floodplain zoning map, which shall indicate thereon or encompass the boundaries of the floodway, floodway fringe and general floodplain districts provided for by this chapter. The floodplain management regulations found within this chapter shall apply only within the floodway, floodway fringe and general floodplain districts and shall be null and void and of no effect in areas not being mapped as being included in such districts. It is not intended by this chapter to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

(Code 1971, § 32-26.2)

Sec. 29-110. - Classification of territory annexed to city.

All territory which may hereafter be annexed to the city shall automatically be classed as lying in the A-1 agricultural district unless the city council, having a recommendation from the city planning and zoning commission at the time of its annexation proceedings, determines that a different zoning classification is more appropriate.

(Code 1971, § 32-27)

Sec. 29-111. - Compliance with district regulations.

Except as specified in this chapter, no building or structure shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building or land be used, which does not comply with all of the district regulations established by this chapter for the district in which the building or land is located.

(Code 1971, § 32-28(a))

Sec. 29-112. - Nonconforming uses.

- (a) *Continuation of existing uses.* The use of a building existing at the time of the enactment of this chapter may be continued even though such use may not conform with the regulations of this chapter for the district in which it is located. Any use in existence at the adoption of this chapter which was not an authorized nonconforming use under previous zoning ordinances shall not be authorized to continue as a nonconforming use pursuant to this chapter or amendments thereto.
- (b) *Nonconforming uses or buildings in A and R districts.* No existing building or premises devoted to a use not permitted by this chapter in a residence district in which such building or premises is located, except when required by law, shall be enlarged, extended, reconstructed, substituted or structurally altered, unless the use thereof is changed to a use permitted in the district in which such building or premises is located, except as follows:
 - (1) *Substitution.* If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.

- (3) *Additions.* If the existing building or premises is devoted to a use permitted in the district but the structure is nonconforming by virtue of inadequate yard area, such structure may be enlarged:
- a. Into those yard areas exceeding yard requirements of this chapter, provided the addition meets the requirements of this chapter as these apply to the new construction and yard area in which construction takes place; and
 - b. Into those yard areas not meeting yard requirements only to the extent the addition does not exceed the building lines established by already existing walls of the structure or building. The term "existing walls" shall not include fences, independent walls on or near the property line or other such similar structures independent from principal use structures.

In neither case shall this construction infringe upon the sight distance requirements for corner or triangular lots as set out in this chapter.

- (c) Nonconforming uses or buildings in districts other than A and R districts.
- (1) *Structural alterations and enlargements.* Any buildings in any district other than an R district devoted to a use made nonconforming by this chapter may be structurally altered or enlarged in conformity with the lot area, lot frontage, yard and height requirements of the district in which situated, provided such construction shall be limited to buildings on land owned of record by the owner of the land devoted to the nonconforming use prior to the effective date of this chapter. In the event of such structural alteration or enlargement of buildings, the premises involved may not be used for any nonconforming use other than the use existing on the effective date of this chapter, other provisions of this chapter notwithstanding.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
- (d) *Replacement of damaged buildings.* Any nonconforming building or structure damaged to an extent 50 percent or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God shall not be restored or reconstructed and used as before such happening unless restored or reconstructed in compliance with this chapter, provided that such restoration or reconstruction work is started within six months of such happening. Any pre-existing residential use established in a district where such use is not permitted shall be allowed to be restored or reconstructed, provided such property is not located in a designated flood way or flood way fringe district. If the building or structure is less than 50 percent damaged, it may be restored, reconstructed or used as before, provided that such restoration or reconstruction work is started within six months of such happening. Restoration or reconstruction of nonconforming buildings or structures located in the floodplain that are damaged by flood is further governed by Sections 29-155 and 29-156 of this chapter.

(Ord. No. 2750, § 6, 7-11-11; Ord. No. 2787, § 1, 12-26-12)

Editor's note— Ord. No. 2750, § 6, adopted July 11, 2011, repealed § 29-112, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-112 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-113. - Construction under existing building permit.

Nothing contained in this chapter shall require any change in the overall layout, plans, construction, size or designated use of any building, or part thereof, for which approvals and required building permits have been granted before the enactment of this chapter, the construction of which conforms with such plans, when construction has been started prior to the effective date of this chapter and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control.

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(Code 1971, § 32-28(n))

Sec. 29-114. - Access to public street for residential buildings.

Residential lots may be established for building purposes within existing residential neighborhoods on residentially zoned properties where said lots provide less than 40 feet public street frontage under the following conditions:

- (a) The property must contain at least one acre of land area prior to subdivision.
- (b) A subdivision plat must be submitted for review and approval by the planning and zoning commission and city council in conformance with normal subdivision platting requirements with regards to the provision of basic utility easements and sanitary sewer service. No such lot may be created without connection to municipal sanitary sewer service. Private septic sewerage systems are prohibited.
- (c) The lots being created must provide lot area that is in conformance with prevailing neighborhood lot area standards. Proposed lots must be as large as and no smaller than lots immediately abutting the property. Data must be submitted with the plat application that illustrates the size and location of all immediately adjacent properties along with the property owners' names and addresses for those immediately abutting properties. In addition, the names and addresses of all property owners for all properties within 200 feet of the proposed subdivision area must be submitted.
- (d) In lieu of public street frontage of at least 40 feet width, access and utility easements must be provided to the proposed lots, said easements intended to provide route of vehicular and pedestrian access and also a route for the establishment/extension of utility services, municipal sanitary sewers and other necessary public infrastructure. Said easements must be at least 25-foot width servicing one single-familyunit dwelling and 50 feet width for two single-familyunit dwellings or for a duplex dwelling or multi-familyunit dwellings.
- (e) No duplex residence or multi-familyunit dwellings (three units or more) shall be established on such lots in neighborhoods where at least 50 percent of the abutting properties are occupied by single-familyunit dwellings or where the prevailing use of properties on the same block (50 percent or more of all properties) are single-familyunit residential dwellings. In those cases where it is appropriate to establish a lot for an allowable duplex or multi-familyunit use, an access easement measuring at least 50 feet wide shall be provided to not more than one duplex or one multi-familyunit dwelling (three units or more).
- (f) No driveway access to any new lots shall be located closer than five feet from an adjacent property line. Screen fencing measuring at least four feet height and in conformance with general fencing requirements of the zoning ordinance (section 29-86) shall be installed when a new driveway created for this purpose is located closer than 20 feet from an abutting residential structure on an adjacent property.
- (g) Driveway width shall be at least ten feet. for one single-familyunit residential structure. A driveway measuring at least 20 feet width to permit two-way traffic shall be provided for lots where two single-familyunit dwellings are being created or where a duplex residential dwelling or multi-familyunit dwelling (three or more units) is being established. All driveways must be hard surfaced with either concrete or asphalt surface. Permeable hard surfacing will be permitted, not to include gravel or granular surfaced driveways.
- (h) A pedestrian sidewalk measuring at least four feet in width extending from the public sidewalk or public right of way to the dwellings on newly created lots must be established within the access easement area in those situations where more than one single-familyunit dwelling is established (i.e. for multiple dwellings, duplex or multi-familyunit dwelling).
- (i) A lighting plan must be submitted in conjunction with new building construction that illustrates the placement of any external lights and their potential impact upon nearby residences. No yard

light, spotlight, landscaping light or any other similar external light shall create any glare or disturbance to any pre-existing residential dwelling occupants.

- (j) Any building construction or land alteration activities on such lots must comply with all stormwater management ordinances of the city. No project may create added storm water run-off upon adjacent properties compared to pre-construction run-off rates. No landscaping, berming or other land alterations shall direct the flow of stormwater towards a neighboring property. In addition, normal water runoff generated by sump pumps, drainage spouts or other typical sources of water discharge shall not be directed towards or encroach upon adjacent properties.

(Ord. No. 2713, § 1, 8-9-10)

Editor's note— Ord. No. 2713, § 1, adopted Aug. 9, 2010, repealed § 29-114 in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-114 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-115. - Detached accessory structures.

Accessory structures shall be permitted in all zoning districts, subject to the floodplain regulations contained in this chapter, where applicable, in accordance with the following criteria:

- (1) Such detached accessory structures shall not be closer to a side lot line than ten percent of the width of the lot, unless the front line of such accessory structure is situated at least 18 feet behind the front line of the principal structure, in which case the accessory structure may be two feet from the side lot line, except on corner lots, and two feet from the rear lot line. In any case, when the rear lot line abuts an alley, the structure may be built within one foot of the rear property line. However, no portion of the accessory structure, including roof eaves, shall extend across the private property line. On corner lots, accessory structures shall be no closer to the side property line abutting the longer street side of the property than the rear of the required side yard setback in that district, or no closer to the longer street side than the building line of the principal structure, whichever setback is greater. No detached accessory structure shall be allowed in the required front yard of any district.
- (2) Regardless of its location, an unattached accessory structure shall maintain a clearance of eight feet, wall-to-wall, between structures on a single lot.
- (3) An accessory structure serving principal single-familyunit or two-familyunit residences shall not exceed 1,024 square feet in area, nor 45 percent of the required rear yard, whichever is less. An accessory structure serving a commercial, professional office, industrial or institutional use, including religious, educational, government, hospital, or nursing homes or convalescent centers shall not exceed 1,200 square feet in area. The maximum allowable square footage of the floor area of accessory structures serving residential uses shall be calculated in the following manner: lot width times required rear yard times 45 percent ($LW \times RY \times .45 =$ maximum allowable square footage). The total allowable square footage calculation shall be based upon the area of the base or "footprint" of the structure.
- (4) In agricultural zoning districts, accessory structures serving principal agricultural uses on properties larger than 20 acres in area shall not be subject to the size or height limitations specified herein. However, on those properties in agricultural districts which contain less than 20 acres in area and where the principal use is residential, the regulations specified herein for residential uses shall apply.
- (5) An accessory building serving a commercial, professional office, industrial or institutional use including religious, educational, government, hospital, nursing homes, or convalescent centers shall not exceed 20 feet in height as measured from the slab floor of the structure to the top of the roof ridge. For all residential uses, including single-familyunit, duplex, and multi-familyunit

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residences, the maximum height of detached accessory structures shall be 18 feet as measured from the slab floor to the top of the roof ridge.

However, on properties containing principal residential structures exceeding one story in height, the residential accessory structure may exceed the 18 foot overall height limitation provided that the structure does not exceed the following components:

- a. Maximum allowable wall height for two opposite walls as measured from the slab floor to the top of the wall is 18 feet.
 - b. The maximum overall height of the detached structure, as measured from the slab floor to the roof ridge, shall not exceed 30 feet.
 - c. The overall height of the detached structure shall not exceed the height of the principal residence on the property. The height of the principal residential structure shall be determined from the natural grade immediately adjacent to the residential structure to the highest point of the roof ridge of the structure. The natural grade adjacent to the principal residential structure shall be considered to be at a point that represents the prevailing or average grade surrounding the structure excluding the at-grade elevation of an exterior basement entryway.
 - d. There shall be no more than two floors, including the base or main floor of the structure, within any detached accessory structure.
- (6) When more than one accessory structure is constructed on a lot, the total floor area of all accessory structures on the lot shall not exceed the area requirements specified in this section.
 - (7) In all districts, when additions are made to accessory structures, the entire structure shall thereafter meet all the requirements specified in this section.
 - (8) No accessory structure is permitted on any lot unless such lot has a principal permitted use located thereon.
 - (9) No portion of an accessory structure shall be allowed to encroach into a public utility easement.
 - (10) An accessory structure used in conjunction with a multifamily unit residence (3 or more dwelling units) shall not exceed a total size of more than 576 square feet in area per dwelling unit, or 45 percent of the total required rear yard, whichever is less.

(11) The exception to size limitations for detached accessory structures set out in this section shall apply to any lot which measures at least one acre in area, but not more than 20 acres in area, and which contains a principal permitted use located thereon. All detached accessory structures must be located on the same lot where the principal permitted use is located. For any lot which measures one acre or more in area, but not more than 20 acres in area, the maximum allowable sizes of detached accessory structures, as measured by the combined base floor area of all detached accessory structures which are located on the property, shall be limited as follows:

Lot area	Maximum size of all detached accessory structures on lot
At least 1 acre but not more than 2 acres	1,200 sq. ft.
More than 2 acres but not more than 3 acres	1,400 sq. ft.
More than 3 acres but not more than 5 acres	1,600 sq. ft.

More than 5 acres but not more than 8 acres	3,000 sq. ft.
More than 8 acres but not more than 11 acres	4,000 sq. ft.
More than 11 acres but not more than 20 acres	5,000 sq. ft.

Each detached accessory structure which measures 1,200 square feet or more in base floor area on any property containing a residential or commercial principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet, as measured wall-to-wall, between each detached accessory structure of any size and each principal structure, and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring more than 1,200 square feet in base floor area must satisfy minimum required side yard and minimum required rear yard setback requirements as specified for the zoning district within which the principal permitted use on the property is located. No detached accessory structure of any size shall be allowed within the required front yard area of any property in any district.

Building height limitations as specified in this section shall apply to each detached accessory structure, regardless of base floor area dimension.

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- (12) Each detached structure which measures 600 square feet or more in base floor area on any property containing a residential principal permitted use shall be located on the property at least 18 feet behind the front line of the structure which comprises the principal permitted use on the property. Furthermore, there shall be established a minimum separation of eight feet as measured wall to wall, between each detached structure of any size and each principal structure and between each such detached accessory structure and any other detached accessory structure of any size located on the property. In addition, each detached accessory structure measuring 600 square feet or larger in base floor area must provide minimum building setbacks of ten feet as measured from the rear yard property boundaries to the base of the detached accessory structure and a side yard setback of ten percent of the lot width as measured from the side property line to the base of the detached structure. In residential districts no detached accessory structure of any size shall be placed in the front yard area of any residential structure. This provision shall not recognize the "required front yard," but shall recognize any portion of the front area of the lot extending from the front lot line and extending to the front line of the principal residential structure.

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

- (13) All detached accessory structures measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area, which are established in residential zoning districts in compliance with the regulations set forth in this chapter, shall be consistent with the architectural style of the principal residential structure located on the property at the time such detached accessory structure is established, and shall be required to adhere to the following design guidelines:

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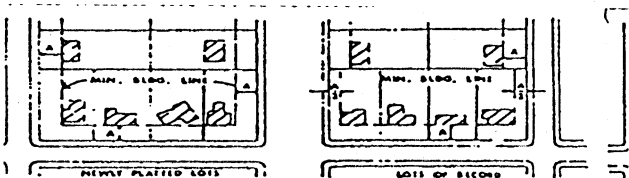
- a. The detached accessory structure must utilize similar exterior wall siding materials as then exist on the principal residential structure on the property. Siding panels must approximate the size and dimensions of those siding materials on the principal residential structure. No corrugated metal coverings or siding materials shall be established on the detached accessory structure. No vertical siding materials shall be established unless similar vertical siding materials are then established on the principal residential structure. No steel siding materials shall be permitted unless the principal residential structure then utilizes steel siding materials. In the case of residential structures utilizing brick siding materials, similar brick or masonry materials must be used on the front portion of the exterior walls of the detached accessory structure. Masonry or brick "accents" or trim elements matching similar components on the principal residence are acceptable to complement a residence constructed with brick siding materials. For the remainder of the accessory structure located on a lot with a brick residence, siding materials must resemble siding materials utilized on at least one other non-brick residential structure found on an adjacent property or on the same block in the residential neighborhood if any. In cases where the preceding option is unclear, the proposed structure shall be referred to the planning and zoning commission in conformance with subsection (f).
- b. The color and texture of exterior wall materials used on the detached accessory structure must be similar to the color and texture of exterior wall materials on the principal residential structure.
- c. Roof lines and angles on the detached accessory structure must resemble or be similar to the roof lines and angles of the principal residential structure on the property. No flat roofs shall be permitted on the detached structure unless the main residential structure then has a flat roof covering more than half of the residence, excluding a garage or carport flat roof feature attached to the principal residential structure.
- d. Other architectural features of the detached accessory structure must resemble or be similar to features found on the principal residential structure including the size and dimensions of windows. Windows shall be established on at least two walls of detached accessory structures.
- e. Roofing materials utilized on the detached accessory structure must be similar to roofing materials used on the principal residential structure. Metal roofing materials may be utilized only if the principal residential structure on the property then utilizes metal roofing materials.
- f. For preexisting structures that are enlarged or improved resulting in a structure size 600 square feet in base floor area or larger, the entire enlarged or improved structure shall comply with the design and architectural requirements stated herein.
- g. Every property owner applying for a detached accessory structure in a residential zoning district measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area shall submit to the city planning division office renderings illustrating materials and design characteristics on all four sides of the proposed detached accessory structure, along with then-current photographs of all four sides of the principal residential structure on the property, and a description of the siding and roofing materials and colors of those materials along with a description of the roof pitch on the principal residential structure and how those features compare with the proposed detached accessory structure. City planning division staff shall evaluate the architectural consistency between the proposed detached accessory structure and the principal residential structure based upon the guidelines set forth in this subsection, before issuing a land use permit. In the case of a dispute or uncertainty between city planning division staff and the property owner relating to architectural details or features, or in the event the planning division staff does not approve the architectural/design plans submitted by the property owner, the application for the proposed detached accessory structure shall be submitted to the city

planning and zoning commission followed by referral to the city council for architectural/design review purposes.

(Code 1971, § 32-28(g); Ord. No. 2265, § 2, 6-28-99; Ord. No. 2546, § 1, 9-26-05; Ord. No. 2714, § 1, 8-9-10)

Sec. 29-116. - Setbacks for corner lots.

- (a) For corner lots platted after the effective date of this chapter, the street side yard shall be equal in width to the setback regulation of the lots to the rear having frontage on the intersecting street.
- (b) On corner lots platted and of record at the time of the effective date of this chapter, the side yard regulation shall apply to the longer street side of the lot, except in the case of reverse frontage where the corner lot faces an intersecting street. In this case there shall be a side yard on the longer street side of the corner lot of not less than 50 percent of the setback required on the lots to the rear of such corner lot, and no accessory building on the corner lot shall project beyond the setback line of the lots in the rear; provided that this regulation shall not be so interpreted as to reduce the buildable width of the corner lot facing an intersecting street and of record, or as shown by existing contract of purchase at the time of the effective date of this chapter, to less than 28 feet, nor to prohibit the erection of an accessory building.
- (c) On corner lots, frontage may be considered on either street, provided that, if front and rear yards are parallel to the lot line having the longer dimension, then setbacks along both streets shall conform to the front yard requirements of the district in which the lot is located.



Corner Lot Setback

(Code 1971, § 32-28(h)—(j))

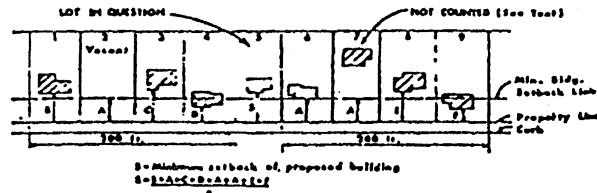
Sec. 29-117. - Front yard setback for developed blocks in R districts.

In any R district there shall be a minimum front yard required as stated in the yard requirements for that particular district; provided, however, that where lots comprising 30 percent or more of the frontage within 200 feet of either side lot line are developed with buildings at a greater setback, the average of these building setbacks shall be established. The required front yard setback shall be the average setback line plus ten feet towards the front yard. In no case, however, shall a setback line established in this manner be less restrictive than the minimum setback required for that district. In computing the average setback line, buildings located on reversed corner lots or entirely on the rear half of lots shall not be counted.

(Code 1971, § 32-28(k))

METHOD OF COMPUTING BUILDING SETBACK IN A DEVELOPED BLOCK

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(See Section 29-117, Front Yard)

Front Yard Setback

Sec. 29-118. - Reduction of required yards.

No lot shall be reduced in area so as to make any yard or any other open space less than the minimum required by this chapter. No part of a yard or other open space provided about any building or structure for the purpose of complying with the provisions of this chapter shall be included as part of a yard or other open space required under this chapter for another building or structure. Offstreet parking and loading areas may occupy all or part of any required yard or open space except as otherwise specified in this chapter.

(Code 1971, § 32-28(l))

Sec. 29-119. - Reserved.

Editor's note— Ord. No. 2382, § 1, adopted July 8, 2002, repealed § 29-119 in its entirety. Formerly, said section pertained to conformance with building lines on approved plats.

Sec. 29-119.1. - Encroachment into required setback area.

Any principal use as defined in Ordinance No. 1300 [Chapter 29], as amended, in existence as of the date of the final passage of this section [Ordinance No. 1975] for which a building permit has been obtained as required by the City of Cedar Falls, Iowa, is hereby declared to meet and conform to all front, side, and rear yard requirements of Ordinance No. 1300 [Chapter 29], as amended, if said principal use does not encroach into the required setback area more than 10 percent of said required setback.

(Ord. No. 1975, § 1, 6-8-92)

Editor's note— Provisions enacted by § 1 of Ord. No. 1975, adopted June 8, 1992, and designated as a new subsection 8(n) of Ord. No. 1300, have been included herein at the discretion of the editor as § 29-119.1.

Sec. 29-120. - Minimum dimension of dwellings.

The minimum dimension of the main body of a dwelling shall not be less than 20 feet.

(Code 1971, § 32-28(p))

Sec. 29-121. - Bi-attached dwellings.

(a) All bi-attached dwelling units in existence on March 9, 1981, which do not contain a one-hour fire-resistive wall between units shall become a bi-attached dwelling equipped with smoke detectors, the

detectors to be placed in corridors used in common, the nominal spacing of which shall not exceed 30 feet. All bi-attached dwellings constructed after March 9, 1981, shall be separated vertically and horizontally from each other and from corridors used in common by not less than one-hour fire-resistive construction.

- (b) No dwelling shall be entitled to the status of a bi-attached dwelling unless the owner thereof obtains approval of such status by the zoning administrator and executes a covenant and easement agreement regarding the dwelling. The owner shall submit to the zoning administrator for review and approval the information required in section 29-143, including a copy of the proposed covenant and easement agreement.

(Code 1971, § 32-28(o))

Sec. 29-122. - Bed and breakfast establishments.

- (a) Bed and breakfast establishments shall consist of bed and breakfast enterprises and bed and breakfast inns.
- (b) Bed and breakfast enterprises shall be permitted as an accessory use within a single-family unit residence where such residence is occupied by the owner or the owner's designee.
- (c) Bed and breakfast establishments shall not be permitted in R-1 SF districts.
- (d) Bed and breakfast enterprises are permitted in R-1, R-2, and R-5 zoning districts if the bed and breakfast enterprises meet the following minimum guidelines:
 - (1) Provide minimum living area as defined by the city minimum rental housing code: 220 square feet for the first person; 200 square feet for each additional person. Minimum living area requirements shall be calculated for the entire structure (except garage, porches and decks) in relation to the number of resident families plus the potential number of overnight lodging guests. Potential lodging guests shall be assumed to be two persons per lodging room.
 - (2) The principal residence shall meet minimum lot area and lot width requirements of the respective zoning district.
 - (3) One sign may be erected on the property and shall be limited in size to six square feet in sign area. The sign may be illuminated.
- (e) No minimum offstreet parking area shall be required of a bed and breakfast enterprise.
- (f) Bed and breakfast enterprises containing no more than five guest rooms may be established in other zoning districts, provided such enterprises meet the following minimum requirements.

(Ord. No. 1963, § 2, 1-13-92; Ord. No. 2023, § 7, 8-23-93)

Sec. 29-123. - Communication towers.

- (a) *Purpose.* The provisions of this section are intended to regulate and guide the location of new communication towers, antennas and related accessory structures. The goals of this ordinance are to:
 - (1) Protect residential areas and land uses from potential adverse impacts of towers and antennas;
 - (2) Encourage the location of towers in non-residential areas;
 - (3) Minimize the total number of towers throughout the community;
 - (4) Strongly encourage the joint use or co-location of new and existing tower sites as a primary option rather than construction of additional single-use towers;

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- (5) Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
- (6) Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
- (7) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently;
- (8) Consider the public health and safety of communication towers; and
- (9) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.

In furtherance of these goals, the city shall give due consideration to the city's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennas.

(b) *Definitions.*

- (1) *Antenna:* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
- (2) *Backhaul network:* The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.
- (3) *Camouflage design:* Camouflage design is a term describing a communication tower or communications facility which takes on the appearance of a piece of art or of some natural feature, or of an architectural structural component or other similar element and which blends in naturally and aesthetically with the surrounding building environment. Examples of camouflage design include, but are not limited to, flagpoles, trees, vegetation, clock towers, monuments, and church steeples, but only if situated in an appropriate location or setting. Camouflage design also applies in the architectural integration of communication facilities (i.e., antennas) onto existing buildings, sports fields lights, highway signs, water towers, or other existing structures.
- (4) *Co-location of communication equipment:* In an effort to reduce the proliferation of multiple communication towers throughout the city, existing communication towers and other structures to the greatest extent practicable shall be utilized for mounting or locating communication antennas or related communication equipment.
- (5) *Communication tower structure:* Any tower or any other elevated structure that supports antennas, as defined herein.
- (6) *Communication tower structure site:* A tract or parcel of land that contains the wireless communication tower structure, accessory support buildings, and on-site parking, and which may include other uses associated with the normal operations of wireless communications and transmissions.
- (7) *Monopole construction:* A tower consisting of a single vertical structure not supported by radiating guy wires or support structure. A monopole tower shall be distinctive from a two-legged or multi-legged, lattice constructed tower structure.
- (8) *Private radio operator of communication towers:* Refer to personal, amateur or hobby radio operators and communication equipment, including towers and antennas necessary to conduct personal, amateur or hobby radio operations.

- (9) *Tower*: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and the like. The term includes the structure and any support thereto.
 - (10) *Tower height measurement*: The distance between the base of the tower (ground level) and the top of the tower or the top of the highest appurtenance mounted on the tower, whichever measurement is greater.
 - (11) The following documents and agencies referenced herein are applicable to the extent specified:
 - a. *EIA-222*. Electronics Industries Association, Standard 222 Structural Standards for steel antenna towers and antenna support structures.
 - b. *FAA*. Federal Aviation Administration.
 - c. *FCC*. Federal Communications Commission.
 - d. *ANSI-95.1*. The most recently adopted standard of the American National Standards Institute which establishes guidelines for human exposure to non-ionizing electromagnetic radiation.
- (c) *General requirements*.
- (1) *Principal or accessory use*. Antennas and towers may be considered either principal or accessory uses, but shall in any event comply with all of the requirements of this section and of this chapter relating to principal and/or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
 - (2) *Lot size*. For purposes of determining whether the installation of a tower or antenna complies with zoning district development regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
 - (3) *Inventory of existing sites*. Each applicant for an antenna and/or tower shall provide to the city planner an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city, or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city planner may share such information with other applicants applying for a land use permit under this section or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city planner is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
 - (4) *Exemption for certain towers of governmental bodies*. Communications towers and/or antennas erected by city, county or state governmental bodies for public safety or other essential public purposes shall be exempt from the provisions of this section.
- (d) *Regulation of all communication towers*.
- (1) *General requirements*.
 - a. *State or federal requirements*. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring all towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.

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- b. *NIER.* The NIER (non-ionizing electromagnetic radiation) emitted from a communications tower or associated equipment shall not exceed the most recently adopted standard of the American National Standards Institute (ANSI-95.1).
- c. *Height.* Towers (including top-mounted appurtenances) shall not exceed the overall height recommended by the FAA or the FCC or as limited herein.
- d. *Precedence.* Where regulations and requirements of this section conflict with those of the FAA or FCC, the federal requirements shall take precedence.
- e. *Advertising.* Advertising on communication towers shall be prohibited. Commercial signage or other type of sign messaging on towers, other than specific tower site signage such as safety messaging, ownership signs or no trespassing signs, shall also be prohibited.
- f. *Building codes; safety standards.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have a period of 30 days to bring such tower into compliance with such codes and standards. Failure to bring such tower into compliance within said 30 day period shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.
- g. *Not essential services.* Towers and antennas shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.
- h. *Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged tower is abandoned or inoperable with no intention by the owner to replace said tower, the tower shall be removed in a timely fashion at the expense of the tower owner or the property owner where the tower is located, as directed by the city planner. Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 90 days of receipt of notice from the city notifying both the tower owner and the owner of the property on which the tower is located, of such abandonment. Failure of the tower owner or property owner to remove an abandoned antenna or tower within said 90 days shall be grounds for the city to require removal of the tower or antenna at the expense of the tower owner or property owner. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower. If the city is required to remove a tower at the expense of the tower owner or property owner, the costs of removal, if not paid by the tower owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the tower is located. The city clerk shall certify such assessments to the county auditor to be paid by the owner of the property on which the tower is located, in installments in the same manner as property taxes, as provided by law.
- i. *Interference.* Any signal interference complaints associated with communication towers or related equipment shall be addressed in accordance with FCC rules and procedures.
- j. *Lighting.* No towers shall be artificially lighted unless required by the FAA or other federal or state authority. If lighting is required, the lighting alternatives and design chosen must

cause the least disturbance to the surrounding views and/or the surrounding or abutting properties.

- k. *Coloration.* Towers, accessory structures, and other related components shall use paint or coloration which blends in, to the maximum extent possible, with the surrounding environment and surrounding buildings.
 - l. *Aesthetics.* Towers and antennas shall meet the following requirements:
 - 1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness to the maximum extent possible.
 - 2. At a tower site, the design of the buildings and related structures shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
 - 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
 - m. *Property owner information.* It shall be the responsibility of the tower owner to furnish to the city any change in name or address of the owner of the property upon which the tower is situated.
 - n. *[Tower separation requirements.]* If any tower is removed from a site within the city for any reason, including, without limitation, a tower that is knocked down, blown down, or damaged to such an extent that major structural repairs are required, or if the tower is removed for any other reason, and if a new or replacement tower is proposed on the same property and at the same location, such new or replacement tower may be considered for erection at the same location on the same property, subject to compliance with the review process and standards contained in this section. Any such application shall be subject to review and approval by the planning and zoning commission and city council.

The tower separation requirements of this section shall not, in and of themselves, necessarily serve as a basis for denial of such an application. The planning and zoning commission and city council may waive the tower separation requirements with respect to said application if, after considering all relevant circumstances, including whether the applicant has clearly demonstrated to the satisfaction of the commission and the council that all practical and feasible co-location alternatives have been investigated, considered and appropriately rejected, and, based upon all other relevant factors and circumstances, the commission and council determine that approval of the application shall serve the interests of the community.
 - o. *Tower design.* In furtherance of the goal set forth in subsection (a)(4) of this section, to strongly encourage co-location of communication antennas on existing towers or other existing structures, each applicant proposing to construct a new communications tower shall be required to design the proposed new tower so as to accommodate the co-location of the antenna arrays of at least three additional telecommunications carriers or providers, in addition to the antenna requirements of the applicant proposing to construct the new tower.
- (2) *Tower application.* Prior to the installation of any communication tower within the city the owner/operator shall submit to the city planner an application for a land use permit. Said application shall include at a minimum the following information and/or documentation:
- a. Detailed, scaled site plan illustrating property location and address, including a location map, property dimensions, tower location, tower height, and adjacent land uses and zoning districts within 200 feet of the tower site, on-site land uses and zoning classification of the

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property under consideration, adjacent roadways, proposed means of access, setbacks from property lines, elevation drawings of the proposed tower and any other structures, topography, parking, and any other information the city planner deems to be necessary to determine compliance with this section. Names and addresses of property owners within 200 feet of the property on which the tower is proposed to be located shall be shown on the site plan.

- b. Description of tower usage and ownership including name of tower company and principal company contact person, including telephone number and address.
- c. Name and address of owner of the property where the tower facility is proposed to be located together with a description of the terms of the proposed lease between the tower owner and property owner, including, but not limited to, duration of lease, renewal provisions, liability provisions and tower removal arrangements in the event of tower failure, lease expiration, or antenna or tower abandonment. The application shall be accompanied by a written consent of the property owner that provides that if the application is granted, the property owner acknowledges the provisions regarding tower removal contained in this section, and agrees to be responsible for removal of the tower, or payment of the costs of removal, on the terms and conditions set forth in subsection (d)(1)(h) of this section.
- d. Landscaping plan, with a description of exterior fencing, and finished color and, if applicable, the method of camouflage and illumination, and a description of on-site landscaping along with the description of related communication tower facilities that may be established in adjacent structures on the communication tower site.
- e. Copies of FAA and/or FCC permits.
- f. Structural specifications as verified by a licensed professional engineer relating to: structural materials, soils information, method of installation and erection, list of types of antennas, cables and other appurtenances, a statement that the structure is designed in accordance with current EIA 222 structural standards, and wind load/ice load specifications.
- g. Description of camouflage design options and opportunities for the proposed facility. The applicant must give a description, including photographs or illustrations, of the proposed tower design and general appearance, including coloration details, and comment upon whether or not camouflage options have been considered or are practical to apply.
- h. Description of co-location efforts in accordance with the requirements of subsection (f), including list of companies and tower sites within the city that were investigated, and the reasons why co-location is not possible. Technical data shall be submitted to support this explanation. Information must be submitted to city staff in order to verify that co-location inquiries have been made with other existing tower facility owners. Furthermore, a description of future co-location opportunities on the proposed tower must also be presented in conjunction with the proposed tower structure, as provided for in subsection (f) of this section.
- i. Safety narrative. Submittal of a written description of tower structural components, including basic construction methods, weight or load capacity, durability in terms of wind and ice loads, structural failure probability and predicted fall zones, and other relevant data requested by the city planner, all certified by the applicant's engineer.
- j. A non-refundable fee as established by resolution of the city council to reimburse the city for the costs of reviewing the application.
- k. All information of an engineering nature that the applicant submits to the city in connection with the application, whether civil, mechanical, or electrical, shall be certified as true, correct and complete by a licensed professional engineer who is qualified to make such certification with respect to that field of engineering.

- l. Legal description and street address of the tract of land and of the leased parcel, if applicable, on which the tower will be located.
 - m. A notarized statement by the applicant's engineer as to whether construction of the tower will accommodate co-location of additional antennas for future users, and if so, how many and what size and type of such antennas.
 - n. Identification of the entities providing the backhaul network for the tower described in the application, and for other tower sites owned or operated by the applicant in the city.
 - o. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures, including co-location on an existing tower or other structure, to provide the services to be provided through the use of the proposed tower, accompanied by a certification thereof from the applicant's engineer.
 - p. The distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
 - q. The separation distance from other towers described in the inventory of existing sites submitted pursuant to subsection (c)(3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
 - r. The separation distance between the location of the proposed new tower and all other existing communications towers located within 5,000 feet of the proposed tower, together with the specific location, type of construction, and name of owner/operator of each such existing tower, and whether such existing tower is structurally and technologically capable of accommodating any additional antennas on such tower, and if so, how many and what type of antennas may be accommodated on each such other existing tower.
 - s. A description of the feasible location(s) of future towers or antennas within the city based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
 - t. A description of any artificial lighting proposed with respect to the applicant's tower, including a description of how such lighting will impact the surrounding views and the surrounding or abutting properties.
 - u. Information and documentation which demonstrates that the applicant complies with all of the provisions of this section, and all applicable federal, state and other local laws.
 - v. The inventory of existing sites as required in subsection (c)(3) of this section.
 - w. Description of vehicular access route to the proposed tower site, including proposed curb cuts, subject to review and approval by the city engineer.
 - x. Such other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section.
- (3) *[Request for tower construction.]* Following receipt of all completed materials and documentation the city planner shall, if appropriate, refer the request for tower construction to the planning and zoning commission and the city council for further review.
- (4) *[Applications for tower installation.]* The planning and zoning commission and city council shall review such applications for tower installation to assure that the structure meets all safety requirements, is properly engineered, is compatible with surrounding land uses, will have no adverse impact upon nearby properties, and complies with the requirements of this section.
- (5) *Antenna application.* Prior to the installation of any antenna on an existing communication tower, building, or other structure of any kind, the owner/operator of the antenna shall submit to the city planner an application for an antenna/land use permit. Said application shall include at a minimum the following information and/or documentation:

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- a. A description of the number, size, and type of antennas proposed to be installed.
- b. A description of the structure to which the proposed antennas will be affixed, whether communication tower, building or other structure, including the street address, legal description, location map and other information that will assist the city planner in determining where the antennas will be installed, together with the name, including principal contact person, telephone number and address of the owner of the tower, building or other structure upon which the antennas will be installed, and the written consent of such owner to the installation of the antennas.
- c. Structural specifications as verified by a licensed professional engineer, that the installation of the antennas on the tower or other structure will meet the structural specifications contained in this section.
- d. Any other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section and of applicable federal, state and other local laws.
- e. A non-refundable fee, if any, as established by resolution of the city council to reimburse the city for the costs of reviewing the antenna application.
- f. A description of the accessory cabinet, structure or building that will serve the proposed antennas, together with documentation demonstrating that such accessory structure complies with the requirements of all applicable city ordinances, including applicable local building codes and ordinances.

Following receipt of all completed materials and documentation, the city planner shall either approve the application, if the city planner determines that the application complies with all requirements of this section or, in the discretion of the city planner, the application may be referred to the planning and zoning commission and city council for further review. The planning and zoning commission and city council shall review any antenna applications referred by the city planner to assure that the proposed antennas meet all safety requirements, are properly engineered, and otherwise comply with the requirements of this section and all applicable federal, state and other local laws.

- (e) *Factors considered in granting land use permits for towers.* The planning and zoning commission and city council shall consider the following factors in determining whether to issue a land use permit, although the planning and zoning commission and city council may waive or reduce the burden on the applicant of one or more of these criteria if the planning and zoning commission and city council conclude that the goals of this ordinance are better served thereby:
 - (1) Height of the proposed tower;
 - (2) Proximity of the tower to residential structures and residential district boundaries;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and foliage;
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. This consideration shall involve evaluation of any proposed camouflage design options and whether any such camouflage options are in character with the surrounding area and that the proposed design achieves the desired camouflage effect.
 - (7) Proposed ingress and egress; and
 - (8) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures.

- (f) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning and zoning commission and city council that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed tower structure and/or antennas. An applicant shall submit information requested by the city planner related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
- (1) No existing towers or structures are located within the geographic area which meet applicant's reasonable and technologically sound engineering requirements.
 - (2) Existing towers or structures are not of sufficient height to meet applicant's reasonable and technologically sound engineering requirements.
 - (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and still meet applicable structural requirements described in this section.
 - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna such that the applicant's antenna would not be technologically feasible.
 - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable, based on reasonable technological and/or engineering criteria.
 - (6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable, based on reasonable technological and/or engineering criteria.
 - (7) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable, based on reasonable technological and/or engineering criteria. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- (g) *Setbacks.* The following setback requirements shall apply to all towers for which a land use permit is required:
- (1) Towers must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (2) Guy wire and other structural support elements and accessory buildings must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (3) If towers are established on properties located adjacent to a freeway, state highway, a major or minor arterial street/roadway or collector street, all such streets and roadways indicated on the City Major Thoroughfare Map, the tower structure must be located at least the height of said tower in distance from the adjacent said public right-of-way.
- (h) *Location and installation.*
- (1) Residential districts: Communication towers intended to serve personal and amateur radio operators, including hobby radio operators (i.e. "private radio operators") shall be permitted within any residential zoning district as an accessory use to a principal permitted residential use, subject to the following requirements:
 - a. Said private radio communication towers in residential districts shall not be located in front of any residence and not within any required side or rear yard areas. If the tower is

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supported with guy anchors or other radiating support structure, said anchors or support structure shall not be allowed within five feet of a rear or side property line. Said anchors or support structure shall not be allowed within a required front yard.

- b. The maximum allowable height of a fixed tower including antennas and appurtenances serving private radio operators and also including roof mounted communication antennas within a residential zoning district serving private radio communication towers shall be 80 feet. Said maximum height shall be measured from the average natural grade of the property immediately adjacent to the tower.
 - c. Prior to the installation of any private radio communication tower in a residential zoning district, the owner/operator shall submit to the city planner an application for a land use permit as outlined in subsection (d)(1). For those proposed towers or roof mounted antennas that have an overall height of less than 40 feet as measured from the natural grade, the city planner may issue a land use permit without any further review by the planning and zoning commission or the city council.
 - d. If the overall height of the proposed private radio communication tower or antenna exceeds 40 feet above the natural grade, the request shall be reviewed by the planning and zoning commission and the city council. The owner/applicant shall submit evidence that the tower and, if roof-mounted, the tower and building to which it is attached, are constructed to specifications of tower industry standards. The owner/applicant shall be responsible for providing a statement from an independent structural engineer that the proposed tower or antenna structural specifications satisfy basic industry safety standards as described in this section.
- (2) Communication tower structures intended for use for commercial purposes or by any entity other than a private radio operator shall be strongly discouraged within the city in any zoning district that allows residential uses as a principal permitted use. However, in those instances where an applicant demonstrates to the satisfaction of the planning and zoning commission and the city council that the interests of the community will be served by the installation of a tower in any such residential zoning district, such application may be granted, provided that said proposed tower must be of an acceptable camouflage design and shall not exceed 80 feet in overall height. The planning and zoning commission and city council shall determine whether the proposal to place the tower in any such residential zoning district is in conformity with the purposes set forth in subsection (a) of this section, and otherwise meets all of the applicable requirements of this section. No two-legged or multi-legged lattice structure or guy wire supported towers shall be permitted in any residential zoning district under any circumstances. Commercial and private communication equipment, including antennas and accessory support facilities (i.e., small detached structures) may be permitted within any such residential zoning district only when all of the following requirements are met:
- a. It is proposed to affix communication antennas to a camouflaged tower, existing structure such as a church steeple, water tower, telephone or electric pole, or other acceptable camouflage design;
 - b. The antenna and accessory communication equipment are camouflaged or heavily screened so as to be as unobtrusive and unnoticeable within the neighborhood as possible;
 - c. The applicant demonstrates compliance with all of the applicable requirements of this section; and
 - d. Subject to review and approval by the planning and zoning commission and the city council, if applicable under subsection (d)(5) of this section.
- (3) Commercial districts: Communication towers intended for use for commercial purposes or by any entity other than a private hobby radio operator shall be permitted as a principal permitted use in the following zoning districts: A-1, except as limited herein, C-2, PC-2, C-3, M-1 or M-2, upon site plan review and approval by the planning and zoning commission and the city council.

Said communication towers shall not be allowed as principal permitted uses in the following zoning districts: C-1, MPC, S-1, PO-1, BR, MU, HWY-1, HWY-20 Districts or within the HCG highway corridor greenbelt overlay zoning district.

(i) *Towers as principal permitted or accessory uses.*

- (1) Towers that are proposed as principal permitted uses or accessory uses shall be subject to the following standards:
 - a. Towers proposed to be established as principal permitted or accessory uses in the A-1 agriculture zoning district shall be guided by the city's schematic land use map. There are many A-1 agriculture zoning districts within the city which are located adjacent to residential zoning districts and which have not yet been rezoned for development purposes. Therefore, in order to discourage the establishment of commercial communication towers immediately adjacent to or within existing residential neighborhoods, the city's schematic land use map shall be utilized as a guide in evaluating which properties are designated as future residential development areas. It is the intent of this section that towers proposed to be established in the A-1 agriculture zoning district must be located in those areas intended for future commercial or industrial development areas and shall not be permitted in those areas designated for future residential development as indicated on the city's schematic land use map, except as otherwise expressly provided in subsection (h)(2). Said towers will be governed by the following standards outlined herein.
 - b. Towers proposed to be established as principal permitted or accessory uses in A-1, M-1 or M-2 districts shall be limited to an overall height, as measured from natural grade, of 250 feet. All such towers that are 150 feet or less in overall tower height must be of monopole construction.
 - c. Towers proposed to be established as principal permitted or accessory uses in C-2, PC-2 or C-3 zoning districts shall be limited in overall height to 120 feet. All such towers must be of monopole construction.
 - d. All towers proposed to be established as principal permitted or accessory uses shall be located on the lot so that the distance from the base of the tower to any adjoining property line, or leased property boundary, meets the minimum building setback requirement for the zoning district in which the tower is located.
 - e. Guy wires or radiating tower support structures, if utilized in conjunction with a tower, shall maintain a setback from the property line equal to the building setback requirement in the zoning district in which it is located.
 - f. All towers proposed to be established as principal permitted or accessory uses shall be certified by a registered engineer stating that the tower structure will withstand wind pressures of 80 miles per hour with one-half inch ice load. If said tower is roof-mounted the same engineering certification shall be provided for both the tower and the building to which it is attached.
 - g. Camouflage design options for the tower structure and related facilities must be evaluated based upon the requirements of this section. It is the intent of this regulation to seek out and pursue camouflage design options to the maximum extent possible.
 - h. Security fencing, measuring at least six feet in height, shall be required around the base of the tower and also around guy anchors of any tower, and shall also be equipped with an appropriate anti-climbing device, unless waived by the city council, as it deems appropriate.
 - i. Landscaping. The following requirements shall govern the landscaping surrounding towers for which a land use permit is required; provided, however, that the city council may waive such requirements if the goals of this ordinance would be better served thereby.

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1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound from property used for residences. The standard buffer shall consist of a landscaped strip at least four feet wide and six feet high at the time of planting, located outside the perimeter of the compound.
 2. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived by the commission and city council.
 3. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be considered a sufficient buffer.
- j. Upon completion of tower site construction, a placard containing the name, address and telephone number of the principal owner or operator of the tower structure shall be affixed in a location so that it is clearly visible at the perimeter of the site. Said placard shall not exceed three square feet in area. The pertinent ownership information on the placard shall be kept current and updated as needed.
- k. Separation distances between towers.
1. Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed tower base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in Table 1.
 2. Table 1: Existing Towers—Types.

	Monopole Height			
	Lattice	Guyed	80 Feet or Greater	Less Than 80 Feet
Lattice	5,000	5,000	1,500	750
Guyed	5,000	5,000	1,500	750
Monopole 80 Feet in Height or Greater	1,500	1,500	1,500	750
Monopole Less Than 80 Feet in Height	750	750	750	750

- (2) Other zoning districts. Other zoning districts where tower structures are generally prohibited may be considered for the installation of towers and related communication equipment, including antennas and accessory support facilities under the same guidelines as outlined in section (h)(2), residential districts, provided that said consideration does not conflict with any other requirements of this chapter.
- (3) Roof-mounted towers shall be permitted in any allowable commercial or industrial zoning district as specified herein subject to the following standards:

- a. Maximum height of the tower shall be 40 feet above the roof upon which the tower is established, but not more than 120 feet above ground level.
- (j) *Additional requirements of application.* Every application for a land use permit to install a communication tower or antenna in the city must comply with all provisions of this section, all provisions of this chapter, including but not limited to, compliance with all on-site parking requirements including driveway/aisle access requirements of this chapter applicable to the site on which the communication tower or antenna will be installed, and all other provisions of this code which are applicable to the site, the installation of the tower or antenna, and all other provisions of this code which are in any way applicable to said application.
- (k) *Additional conditions on approval of application.* In granting a land use permit under this section, the planning and zoning commission and city council may impose reasonable conditions to the extent such conditions are deemed necessary to satisfy the purposes of this section and in order to minimize any adverse effect or impact of the proposed tower on adjoining properties.

(Ord. No. 2093, § 1, 4-10-95; Ord. No. 2304, § 1, 7-24-00; Ord. No. 2590, § 1, 8-28-06; Ord. No. 2697, §§ 1, 2, 10-26-09)

Sec. 29-124. - Adult entertainment establishments; general regulations.

Adult entertainment establishment regulations:

- (1) *General statement of intent.* Adult entertainment establishments, because of their special characteristics, are recognized as having potential deleterious impacts on surrounding establishments and areas, thereby contributing to creation of blight and to the decline of the neighborhoods. These negative impacts appear to increase significantly if several adult entertainment establishments concentrate in one area.

Recognized also is the need to protect lawful rights of expression and use of property and to not unduly restrain general public access.

Therefore, it is the intent of these regulations to prevent concentrations of adult entertainment establishments in all areas, to more severely limit their locations in areas where minors would be expected to live or congregate and to otherwise regulate their locations in order to protect and preserve the welfare of the community. It is the intent also to provide for sufficient locations for such establishments to protect basic legal rights of expression and public access. These regulations have been enacted with full consideration of the legal and constitutional issues heretofore adjudicated.

- (2) *Definitions.* The following definitions shall govern the interpretation of the regulations of adult entertainment establishments:
 - a. *Adult artist-body painting studio.* An establishment or business which provides the services of applying paint or other substance whether transparent or nontransparent to or on the human body distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas (as defined herein).
 - b. *Adult book store.* An establishment having at least 25 percent of the retail floor space presently being used by said business or at least 25 percent of the gross business income derived from or attributable to printed matter, pictures, slides, records, audio tapes, video tapes or motion picture films, which are distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as hereinafter defined.
 - c. *Adult cabaret.* Any place holding a liquor license or beer permit, or combination permit for consumption of beer or liquor, or both, on the premises wherein entertainment is

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characterized by emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas (as described herein).

- d. *Adult conversation/rap parlor.* Any establishment which excludes minors by reason of age and which provides the service of engaging in or listening to conversation, talk or discussion, if such service is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
- e. *Adult entertainment establishment.* Any other establishment not otherwise defined herein, but of the same general classification as the other establishments herein defined, having as a substantial or significant portion of its business, stock in trade of materials, scenes, or other presentations characterized by emphasis on depiction or description of specified sexual activities or specified anatomical areas, as herein defined.
- f. *Adult health/sport club.* A health/sport club which excludes minors by reason of age and is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as herein defined.
- g. *Adult massage parlor.* Any place of business which restricts minors by reason of age, wherein any method of pressure on or friction against, or rubbing, stroking, kneading, tapping, pounding or vibrating the external parts of the body with the hand or any body parts, or by a mechanical or electrical instrument, under such circumstances that is reasonably expected that the individual to whom the treatment is provided or some third person on his or her behalf will pay money or give other consideration or gratuity therefor, wherein the massage is distinguished or characterized by an emphasis on specified sexual activities, or involving specified anatomical areas, as defined herein.
- h. *Adult mini-motion picture theater.* An enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- i. *Adult motion picture theater.* A building or portion of a building with a capacity of 50 or more persons used for presenting material if such building or portion of a building as a prevailing practice excludes minors by virtue of age, or if such material is distinguished or characterized by an emphasis on the depiction or description of specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- j. *Adult modeling studio.* An establishment or business which provides the services of modeling for the purposes of reproducing the human body by any means of photography, painting, sketching, drawing or otherwise wherein the activity is distinguishing or characterized by a an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- k. *Adult sexual encounter center.* An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
- l. *Adult sexual encounter center.* Any business, agency or persons who, for any form of consideration or gratuity, provide a place for three or more persons, not all members of the same family, may congregate, assemble or associate for the purpose of performing activities distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.
- m. *Adult steam room/bathhouse facility.* A building or portion of a building used for providing a steam bath or heat bath room used for the purpose of pleasure, bathing, relaxation, reducing, utilizing steam or hot air as a cleaning, relaxing or reducing agent if such a building or portion of a building restricts minors by reason of age or if the service provided

by the steam room/bathhouse facility is distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas, as defined herein.

- n. *Adult theater.* A motion picture theater or stage show theater or combination thereof used for presenting materials distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined herein, for observation by patrons therein.
 - o. *Adult uses.* Adult uses include, but are not limited to, adult bookstores, adult motion picture theaters, adult mini-motion picture theaters, adult massage parlors, adult steam room/bathhouse facilities, adult rap/conversation parlors, adult health/sport clubs, adult cabarets and other premises, enterprises, businesses, private clubs/establishments or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of specified sexual activities or specified anatomical areas, as defined herein, which are capable of being seen by members of the public.
 - p. *Protected uses.* Protected uses include a building in which at least 25 percent of the gross floor area is used for residential purposes; a day care center where such day care center is a principal use; a house of worship; a public library; an elementary, junior high or high school (public, parochial or private); public park; public recreation center or public specialized recreation facility as identified in the parks and recreation element of the Cedar Falls Long Range Plan; a civic/convention center; a community residential facility; a mission. However, this definition shall not apply if the protected use is a legal non-conforming use.
 - q. *Specified anatomical areas.* Shall include the following:
 - 1. Less than completely and opaquely covered (a) human genitals, pubic region; (b) buttock; and (c) female breast below a point immediately above the top of the areola; and
 - 2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
 - r. *Specified sexual activities.* Shall include the following:
 - 1. Human genitals in a state of sexual stimulation or arousal.
 - 2. Acts of human masturbation, sexual intercourse or sodomy.
 - 3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.
- (3) *Regulations governing the location of adult entertainment establishment.*
- a. *Zoning districts where allowed:*
 - 1. All adult bookstores, adult motion picture theaters, adult mini motion picture theaters, adult massage parlors, adult theaters, adult artist-body painting studios, adult modeling studios, adult sexual encounter centers, adult cabaret, and all other adult entertainment establishments shall be allowed in the C-2 and C-3 zoning districts as a principle permitted use. Said uses shall not be allowed in any other zoning district.
 - b. *Minimum separation requirements:*
 - 1. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be located within 600 feet of any other such establishment.
 - 2. No such adult entertainment establishment described in subparagraph a.1. immediately above shall be established within 600 feet from any residential (R) zoning district or within 600 feet from any protected use as defined herein which distance shall be measured in a straight line from the closest point of the property line on which

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the adult use is located to the closest point of the property line on which is located an aforementioned protected use. If a protected use is a legal nonconforming use, this provision shall not apply.

(Ord. No. 2155, § 1, 8-12-96)

Sec. 29-125. - Addition or expansion of attached garage to principal residential structure.

Any proposed garage addition or expansion of an existing attached garage to an existing principal residential structure shall satisfy the following requirements:

- (1) All minimum building setback or yard requirements shall be satisfied as specified for principal permitted uses within the zoning district where the structure is located;
- (2) The garage addition/expansion must be connected to the principal residential structure or existing attached garage by a continuous footing/foundation and must also be connected to the principal residential structure or existing attached garage by wall and roof structural connections;
- (3) The garage addition/expansion must be constructed utilizing same or similar external finish building materials and same or similar coloration of said materials as found on the principal residential structure;
- (4) The garage addition/expansion must establish similar roof pitch with similar or same roof materials and coloration of said roof materials as exist on the principal residential structure;
- (5) The garage addition/expansion shall not exceed the existing height of the principal residential structure;
- (6) The expanded, completed garage addition/ expansion shall not exceed in base floor area the total base floor area or ground floor area of the existing principal residential structure, excluding porches, deck areas and excluding any existing attached garage floor area.

(Ord. No. 2478, § 1, 5-10-04)

Sec. 29-126. - Temporary storage containers.

- (a) Except as otherwise expressly provided in subsection (b) or subsection (c) of this section, temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods," or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, may only be placed upon a property for a period not to exceed 60 days in any consecutive 12-month period. No more than one such temporary container can be placed on a property during any 12-month period. The owner or tenant in possession of the property must first obtain a temporary land use permit from the city planner prior to the placement of any such temporary portable storage containers on the property. The provisions of this subsection (a) shall be applicable in all zoning districts in the city except as otherwise expressly provided for in subsection (c) of this section. The foregoing provisions shall also apply to tents or similar temporary enclosures that are established for purposes of storage. This section shall not apply to pre-fabricated garden sheds or similar structures specifically designed and intended for use on properties for storage purposes and which comply with all city ordinances applicable to detached accessory structures.
- (b) The city planner shall have the discretion to permit the placement of temporary storage containers on a property for a period longer than 60 days in any consecutive 12-month period if the placement of such temporary storage container on the property is reasonably required in order to accommodate the storage of construction equipment during a construction or reconstruction project on the property. The owner of the property and the owner's contractor, if any, shall apply for the land use permit for the temporary storage container as part of the application for a building permit for the construction or

reconstruction project. The land use permit for the temporary storage container shall only be allowed for such period as is reasonably necessary for, and only with demonstrated progress towards, completion of such construction or reconstruction project, all as determined in the discretion of the city planner and the city building official, and in any event, shall expire no later than the time the building permit for the construction or reconstruction project expires. Such temporary portable storage containers shall meet all requirements of this chapter, including but not limited to the location and setback requirements specified in section 29-114 for detached accessory structures.

- (c) The owner or tenant in possession of property located in a commercial or industrial zoning district upon which is located the principal permitted use of a trucking business or a similar transportation or warehousing business, may place temporary storage containers, including but not limited to truck trailers, storage box shipping containers, storage moving "pods" or any other similar portable storage containers, whether with or without wheels, and whether with or without a chassis, on such property for periods longer than 60 days and without obtaining a land use permit as otherwise provided for in subsection (a) of this section. For all other properties located in commercial or industrial zoning districts, the placement of such temporary storage containers on any property is expressly prohibited except as provided for in subsection (a) of this section.
- (d) Any temporary storage container existing on any property in the city on the date of enactment of this section shall either be removed from such property, or brought into compliance with the provisions of this section, within 60 days of the date of enactment of this section.

(Ord. No. 2701, § 1, 1-11-10)

Sec. 29-127. - Wind energy facilities.

(a) *Applicability.*

- (1) The requirements of this section shall apply to all Wind Energy Facilities (Large and Small) for which an application for a Special Permit or building permit has been submitted to the City of Cedar Falls, Iowa after the effective date of this section.
- (2) Wind Energy Facilities for which a required permit has been properly issued prior to the effective date of this section shall not be required to meet the requirements of this section; provided, however, that any such preexisting wind energy facility which is discontinued or does not provide energy for a continuous period of twelve (12) months shall meet the requirements of this section prior to recommencing production of energy. However, no modification or alteration to an existing wind energy facility shall be allowed unless in compliance with this section.

(b) *Purpose.*

- (1) The purpose of this section is to provide a regulatory means for controlling the construction and operation of Large and Small Wind Energy Facilities in the City of Cedar Falls, with the use of reasonable restrictions, which will preserve the public health, safety, and welfare. The city adopts these provisions to promote the effective and efficient use of the city's wind energy resource.

(c) *Findings.*

- (1) The city council finds and declares that:
 - a. Wind energy is an abundant, renewable and nonpolluting energy resource for the city and its conversion to electricity may reduce dependence on nonrenewable energy sources and decrease the air and water pollution that results from the use of conventional energy sources.
 - b. The generation of electricity from properly sited Wind Energy Facilities can be cost effective and can reduce consumption of traditional energy sources and in many cases

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existing power distribution systems can be used to transmit electricity from wind-generating systems to utilities or other electric power users.

- c. Regulation of the siting and installation of Wind Energy Facilities is necessary for the purpose of protecting the health, safety, and welfare of neighboring property owners and the general public.
- d. Wind Energy Facilities represent significant potential aesthetic and environmental impacts because of their potential size, lighting, noise generation, ice shedding and shadow "flicker" effects, if not properly sited and planned.
- e. If not properly sited, Wind Energy Facilities may present risks to the property values of adjoining property owners.
- f. Without proper planning, construction of Large Wind Energy facilities can create traffic problems and damage local roads.
- g. If not properly sited, Wind Energy Facilities can interfere with various types of communications or otherwise interfere with electromagnetic waves.

(d) Definitions.

(1) As used in this section, the following terms are hereby defined:

- a. *Decommissioning*: The process of use termination and removal of all or part of a Large or Small Wind Energy Facility by the owner of the wind energy facility.
- b. *FAA*: The Federal Aviation Administration.
- c. *FCC*: The Federal Communications Commission.
- d. *Facility owner*: Means the property owner, entity or entities having an equity interest in the wind energy facility.
- e. *Hub height*: When referring to a wind turbine, the distance measured from ground level to the center of the turbine hub.
- f. *MET tower*: A meteorological tower used for the measurement of wind speed.
- g. *Site*: The parcel(s) of land where a Wind Energy Facility is to be placed. The site can be publicly or privately owned by an individual or group of individuals controlling single or adjacent properties. Where multiple lots are in joint ownership or control, the combined lots shall be considered as one for purposes of applying setback requirements.
- h. *Total height*: When referring to a Wind Energy Facility, the distance measured from ground level to the windmill blade or similar wind-capture device mounted on the facility extended at its highest point.
- i. *Use termination*: The point in time at which a Wind Energy Facility owner provides notice to the city that the Wind Energy Facility is no longer used to produce electricity unless due to a temporary shutdown for repairs. Such notice of use termination shall occur no less than 30 days after actual use termination.
- j. *Wind Energy Facility, Large*: A facility that includes a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work consisting of one or more wind turbines under common ownership or operating control, and includes substations, MET towers, cables/wires and other buildings accessory to such facility, whose main purpose is to supply electricity to offsite customers. The power output of such facility shall exceed 100 kilowatts (kw). It also includes any Wind Energy Facility not falling under the definition of a Small Wind Energy facility.
- k. *Wind Energy Facility, Small*: A facility that may include a tower structure, wind turbine and other related fixtures and facilities that generates electricity or performs other work, has a total height of one hundred twenty (120) feet or less or is affixed to an existing structure,

has a power output rated capacity of 100 kilowatts (kw) or less, and is intended to primarily reduce the onsite consumption of electricity of the principal use on the property. Small wind energy systems may include roof-mounted facilities. Any wind energy facilities not falling under this definition shall be deemed Large Wind Energy Facilities.

- l. *Wind farm*: Two or more Large Wind Energy Facilities under common ownership or control.
- m. *Wind turbine*: A wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator, and includes the turbine, blade, or other wind-capturing device, tower, base, and pad. Turbines may be of a horizontal or vertical design.

(e) *Regulatory framework.*

- (1) Large Wind Energy Facilities exceeding 120 feet in overall tower height and not to exceed 250 feet in overall tower height may only be constructed in areas that are zoned "A1" Agricultural District, M-1, Light Industrial, MP Planned Industrial or M-2, Heavy Industrial Districts subject to review and approval of a special exception permit by the city planning and zoning commission and city council.
- (2) Small Wind Energy Facilities that are less than 120 feet in overall height and generate less than 100 kw of power may be constructed in any "C" Commercial District or Planned Commercial District or within mixed use Residential [D]istricts as either a principal or accessory use subject to approval of a special exception permit by the planning and zoning commission and the city council. Taller tower structures, not to exceed 150 feet in overall height, may be allowed in "C" Commercial Districts, Planned Commercial Districts or within mixed use residential districts subject to careful review of special conditions and circumstances that justify increased tower structure height by the commission and city council. Taller tower structures allowed within mixed use residential districts or within larger multiple familyunit residential development areas shall be established for the benefit of multiple users, dwellings or businesses within the facility project area. More than one Wind Energy Facility may be considered with larger commercial or residential development projects.
- (3) Small wind energy facilities intended for use in "R", Residential Districts shall be guided by the recommendation that wind energy facilities or tower structures should generally conform to the maximum height limits in that Residential District, but shall not exceed 60 feet in overall height. The Commission may recommend and the city council may consider allowance of taller tower structures up to 80 feet in height in special circumstances where the natural topography of the property under consideration is substantially lower than the natural topography of immediately abutting properties. The presence of taller trees or buildings on or near the property under consideration shall not be sufficient justification for a taller tower structure. A single tower structure will be permitted for each single residential property. Additional wind generating mechanisms may be permitted, such as roof-mounted mechanisms on individual residential properties where a tower structure already exists. However, the roof-mounted mechanisms may not extend more than 15 feet above the height of the residential structure in all cases.
- (4) Roof mounted Wind Energy Systems shall be permitted in all Districts. It is anticipated that these types of systems will be designed for smaller scale, single-site power generating applications. Roof-mounted systems must be reviewed and approved in the same fashion as tower-mounted wind energy system proposals. Setback requirements for roof-mounted systems may be less than the setback required for tower structures; however, an analysis of the height of the mechanism along with considerations of "ice-throw" distances will establish a safe setback distance for roof-mounted mechanisms.
- (5) Application for a special exception permit for a Large or Small Wind Energy Facility including tower structures or roof-mounted structures shall be submitted with the following information:
 - a. A signed petition by the property owner detailing the request for one or more Large or Small Wind Energy System on a single property including address and legal description of the property, name of the managing company or interest in the Wind Energy Facility and general description of the proposed facility or tower or roof-mounted facility, such as

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number of tower structures, number of energy-generating turbines, height of the proposed tower structure, general characteristics, etc. Any related lease agreement with an outside party relating to establishment or maintenance of the wind energy facility must also be submitted with the name and address of the leasing party clearly presented. A proposed time line for installation and operation of the proposed system must be described.

- b. A signed statement indicating that the applicant or leasing party has legal authority to construct, operate, and develop the Wind Energy Facilities under state, federal and local laws and regulations, including Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and state and local building codes.
- c. A description of the number and kind of Wind Energy Facilities to be installed along with a description of the key structural components such as type of tower structure with illustrations provided. In addition, any proposed accessory structures to be installed in conjunction with the wind energy system need to be described with illustrations and description of building materials and building design.
- d. Submittal of a professionally prepared detailed site plan illustrating the specific location(s) of the proposed Wind Energy Facilities(s) or tower structure(s), showing property boundaries, existing utility easements or other types of easements across the property, topography of the site at 2-foot increments, proposed setbacks from the property boundary and also showing all other structures and facilities on the property including other accessory structures, parking lots and nearby streets. Multiple Wind Energy Facilities, if part of an overall project plan, may be portrayed on the submitted site plan with a "phasing plan" clearly delineated. The proposed Wind Energy Facility must not eliminate or interfere with any on-site parking stalls or driveway access to parking areas on the property. In addition, properties within 200 feet of the property where the Wind Energy Facilities or tower structures are to be located need to be illustrated with names and addresses of all property owners of those properties shown on the site plan application. The site plan must also illustrate all structures on abutting properties and the distance between those structures and the proposed Wind Energy Facilities or tower structure(s). Nearby streets and roadways, including the entire public right of way located closest to the proposed Wind Energy Facility also needs to be clearly illustrated. All above-ground utility structures, including but not limited to overhead electric lines need to be illustrated on the site plan.
- e. A diagram illustrating the potential "fall zone" (i.e. in the event of catastrophic collapse of the tower structure(s) of the Wind Energy System and/or tower structures(s) with property boundaries, building structures and public right of ways clearly illustrated within the potential "fall zone."
- f. A diagram illustrating the estimation of "ice throw" distances that can be anticipated from the Wind Energy Facility during operation.
- g. A diagram illustrating anticipated prevailing wind directions and how those prevailing winds will serve the proposed wind energy system. Trees, building structures or other impediments to prevailing wind flows on or off the property must be delineated. No off-site trees, hills, structures, or other facilities not located on the property under review may be trimmed, graded, altered or removed to benefit the wind circulation serving the proposed Wind Energy Facility without approval from the city council and the owner of the off-site property.
- h. A description of the large or small Wind Energy Facility's height and design, including cross sections, elevation, and diagram of how the Wind Energy Facility will be anchored to the ground or structures, prepared by a professional engineer licensed in the State of Iowa. A description of the facility's function must also be described (i.e. whether a horizontal or vertical turbine) and general direction of rotation with a description of anticipated noise generation by a properly maintained mechanism. An illustration of ice shedding or "ice throw" areas and any affected building structures or nearby properties also need to be clearly illustrated by a professional engineer.

- i. A statement from the applicant that all Wind Energy Facilities will be installed in compliance with manufacturer's specifications, and a copy of those manufacturer's specifications must be provided with particular attention to wind load capacity and other details regarding structural integrity. Other details relating to matters such as "ice throw" distances, shadow "flicker" or noise generation must also be provided.
 - j. A signed statement from the landowner(s) of the site stating that he/she will abide by all applicable terms and conditions of this section particularly with respect to responsibility for proper maintenance of the Wind Energy Facility and responsibility for removal of the Wind Energy Facility including tower structure in the event of severe damage, disuse or abandonment.
 - k. A statement indicating what hazardous materials will be used or stored on the site in conjunction with the Wind Energy Facility or tower structure or its operation.
 - l. A statement indicating how the Wind Energy Facility will be illuminated, if applicable, with demonstration that any such required illumination will not affect nearby properties. Illumination of or on wind energy systems or tower structures(s) shall be prohibited unless required by the FCC or FAA.
 - m. A statement by an appropriate authority with regard to any potential electromagnetic interference with radio, television or cellular communication air waves in the vicinity of the proposed Wind Energy Facility.
 - n. A description of noise levels anticipated to be generated by the Wind Energy Facility.
 - o. A statement from the city electric utility that the proposed Wind Energy Facility is compatible with the local energy grid system and that the proposal is acceptable to the local electric power utility. A description of electrical generation and use of "excess" power must be provided. Any proposed Wind Energy Facility to be installed with the intent to distribute electricity directly to Cedar Falls Utilities (CFU) or any other electrical distributor or to a facility with electric service from CFU must meet CFU safety and interconnection requirements and receive pre-approval from CFU or any other local electrical utility.
 - p. For Large and Small Wind Energy Facilities, including roof-mounted facilities, photo exhibits illustrating the proposed Wind Energy Facilities and/or tower structures shall be provided to illustrate the finished product.
 - q. Each application shall contain an indemnification provision which meets the requirements of subsection (f)(2)(i) of this section.
- (6) Submittal of a plan for site grading, erosion control, storm water drainage, and storm water pollution prevention plan (SWPPP) shall be submitted to the City Engineer for review and approval prior to granting building permits.
- (7) All other permits, including Building Permits and permits for work done in public rights-of-way, shall be applied for by the applicant to the appropriate agency prior to construction.
- (8) Wind Energy Facilities shall not include offices, vehicle storage, or other outdoor storage unless permitted by the Special Exception Permit. Accessory storage building may be permitted for Large Wind Energy Facilities at the discretion of the planning and zoning commission and the city council. The size and location of any proposed accessory building shall be shown on the site plan. No other structure or buildings accessory to the Wind Energy Facility are permitted unless used for the express purpose of the generation of electricity or performing other work related to the Wind Energy Facility.
- (9) No grading, filling, or construction shall begin until a building permit is issued. A separate building permit shall be required for each individual Wind Energy Facility including tower structures and appurtenant facilities prior to construction of each wind turbine tower and appurtenant facilities to be constructed.

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- (10) A Wind Energy Facility authorized by special exception permit shall be started within twelve (12) months of special permit issuance and completed within thirty-six (36) months of special permit issuance, or in accordance with a timeline approved by the planning and zoning commission and city council.
 - (11) For Large Wind Energy Facilities, the applicant shall submit a copy of all "as built plans" prepared by a professional engineer licensed in the State of Iowa including structural engineering and electrical plans for all facilities following construction to the city to use for removal of Large Wind Energy Facilities, if the Large Wind Energy Facility owner fails to meet the requirements of this section or the special permit.
 - (12) The planning and zoning commission and city council may require additional conditions as deemed necessary upon the proposed Wind Energy Facility(s) or tower structure(s) to ensure public health, safety, and welfare.
 - (13) Wind Energy Facilities that are constructed and installed in accordance with the provisions of this section shall not be deemed to constitute the expansion of a nonconforming use or structure.
 - (14) Nothing in this section shall be deemed to give any applicant the right to cut down surrounding trees and vegetation on any property not on the applicant's site for the purpose of reducing wind flow turbulence or increasing wind flow to the wind energy facility. Nothing in this section shall be deemed a guarantee against any future construction or city approvals of future construction that may in any way impact the wind flow to any Wind Energy Facility.
- (f) *General requirements.*
- (1) Standards:
 - a. No television, radio or other communication antennas may be affixed or otherwise made part of a wind energy facility, except pursuant to the regulations for wireless communication towers. Applications may be jointly submitted for Wind Energy Facilities and wireless communication facilities.
 - b. Wind Energy Facilities shall utilize measures to reduce the visual impact of the facility to the extent practicable. Facilities with multiple tower structures shall be constructed with an appearance that is similar throughout the site, to provide reasonable uniformity in overall size, geometry, and rotational speeds. No signage, lettering, company insignia, advertising, or graphics shall be established on any part of the Wind Energy Facility including tower structure, blades or any other component of the system.
 - c. For Small Wind Energy Facilities constructed as an accessory use to a residential use, only one small wind energy tower per site shall be allowed. In addition to a single tower structure, more than 1 roof-mounted wind mechanism may be installed provided the height of the roof-mounted facility is no more than 15 feet above the height of the residential structure.
 - d. For larger multi-family unit or "mixed use" residential/commercial complexes, more than one Small Wind Energy Facility may be permitted to serve the needs of the on-site complex subject to review and approval by the commission and city council.
 - e. Small Wind Energy Facilities shall be used primarily to reduce the onsite consumption of electricity by the principal use(s) located thereon.
 - f. At least one warning or notice sign shall be posted on the Wind Energy Facility or tower structure at a height of no more than five (5) feet above natural grade warning of electrical shock or high voltage, harm from revolving machinery, and the hazard of falling ice. The name, address and contact information for the primary operator of the Wind Energy Facility must be posted in a location clearly visible from adjacent property, said sign to be no more than 6 square feet in area and located no higher than 5 feet above natural grade. This

contact information may be waived in the case of small residential wind energy systems clearly serving an existing residential structure.

- g. Wind Energy Facilities including tower structures exceeding 60 feet in height and located on commercial or industrial properties shall be constructed to provide one of the following means of access control:
 - a) Tower-climbing apparatus mounted on the tower located no closer than twelve (12) feet from the ground.
 - b) A locked anti-climb device installed on the tower structure.
 - c) A locked, protective fence at least six feet in height that encloses the tower structure.
- h. Monopole tower construction is recommended for Wind Energy Facility tower structures exceeding 60 feet in height. Lattice-designed towers are to be discouraged, but may be permitted upon site plan review and approval of safety considerations by the planning and zoning commission and city council. Guy wires or other external stabilizing components shall be discouraged in all cases. However, for Small Wind Energy Facilities serving residential properties, limited guy wire support systems may be allowed subject to review and approval by the commission and city council.

(2) *Design and installation:*

- a. Wind Energy Facilities shall be painted a non-reflective, non-obtrusive color, such as grey, white, or off-white.
- b. At Large Wind Energy Facility sites, the design of any allowed accessory buildings and related building structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the Large Wind Energy Facility to the natural setting and existing environment.
- c. Minimum lighting necessary for safety and security purposes shall be permitted. Techniques shall be implemented to prevent casting glare from the site, except as otherwise required by the FAA or other applicable authority.
- d. No form of advertising including signs, banners, balloons or pennants shall be allowed on the Wind Energy Facility including tower structure, wind turbine, blades, or other buildings or facilities associated with the facility, except for reasonable identification of the manufacturer or contact information of the operator of the wind energy facility as noted in subsection 6-a-6.
- e. All Wind Energy Facilities shall be equipped with a redundant braking system for the rotating mechanism. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a failsafe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.
- f. All Wind Energy Facilities shall comply with all applicable city building codes and standards.
- g. Electrical controls, control wiring, and power lines shall utilize wireless or underground service connections except where wiring is brought together for connection to the transmission or distribution network, adjacent to that network. This provision may be waived by the commission and city council for any Wind Energy Facility approved by special permit if deemed appropriate.
- h. All electrical components of the wind energy facility shall conform to relevant and applicable local, state, and national electrical codes, and relevant and applicable international standards.
- i. The owner of a Wind Energy Facility shall defend, indemnify, and hold harmless the city and its officials from and against any and all claims, demands, losses, suits, causes of

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action, damages, injuries, costs, expenses, and liabilities whatsoever including attorney fees arising out of the acts or omissions of the operator or the operator's contractors concerning the construction or operation of the Wind Energy Facility without limitation, whether said liability is premised on contract or tort. Owner's submittal for a building permit for a Wind Energy Facility shall constitute agreement to defend, indemnify, and hold harmless the City of Cedar Falls and its officials.

- j. The owner of a Large Wind Energy Facility shall reimburse the City and/or Black Hawk County for any and all repairs and reconstruction to the public roads, culverts, and natural drainage ways resulting directly from the construction of the Large Wind Energy Facility.
 - k. Where Wind Energy Facility construction cuts through a private or public drain tile field, the drain tile must be repaired and reconnected to properly drain the site to the satisfaction of the city engineer.
 - l. Any recorded access easement across private lands to a Wind Energy Facility shall in addition to naming the Wind Energy Facility owner as having access to the easement shall also name the city as having access to the easement for purposes of inspection or decommissioning. If no such access easement exists, approval of the special exception permit for a Wind Energy Facility shall constitute granting to the city a right to access the Wind Energy Facility for purposes of inspection or decommissioning.
 - m. Any Wind Energy Facility that does not produce energy for a continuous period of twelve months shall be considered abandoned and shall be removed in accordance with the removal provisions of this section. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit for a wind energy facility shall constitute grounds for the revocation of the permit by the city.
 - n. A Large Wind Energy Facility owner and operator shall maintain a telephone number and identify a responsible person for the public to contact with inquiries and complaints throughout the life of the project, and shall provide updated information on such to the city planning division.
- (g) *Setbacks.*
- (1) The following setbacks and separation requirements shall apply to all Wind Energy Facilities:
 - a. Each wind turbine associated with a Large Wind Energy Facility shall be set back from the nearest nonparticipating landowner's property line and from any other wind turbine a distance of no less than 1.5 times its total height.
 - b. Each wind turbine associated with a Small Wind Energy Facility shall be set back from the nearest property line a distance of no less than 1.0 times its total height, except that a wind turbine associated with a Small Wind Energy Facility may be located closer than 1.0 times its total height if approved provided it is demonstrated that such a setback will not have an adverse impact on the adjoining properties. The planning and zoning commission and city council may grant a waiver to the setback requirements where strict enforcement would not serve the public interest and where it is demonstrated that such a setback will not have an adverse impact on the adjoining properties, however the setback shall generally not be less than 0.5 times the total height of the tower structure or any support element of the structure including poles and guy wires.
 - c. Wind Energy Facilities must satisfy all utility setbacks and/or easement separations. The owner of the Wind Energy Facility is responsible for contacting the appropriate utility entities to determine the location of all above-ground and underground utility lines on the site including, but not limited to, electricity, natural gas, cable television, communication, fiber optic/communications, etc.

(h) *Noise and vibration.*

- (1) Except during short-term events including severe windstorms, audible noise due to Wind Energy Facility operations shall not exceed maximum allowable noise decibel levels, when measured at the site property lines. If audible noise exceeds maximum allowable decibel levels as specified in the applicable provisions of this code relating to nuisance and/or noise the offending wind turbine must be inoperable until repairs are completed.
 - (2) Wind Energy Facilities shall not create an audible steady, pure tone such as a whine, screech, hum, or vibration.
- (i) *Minimum ground clearance.*
- (1) For Small Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be fifteen (15) feet.
 - (2) For Large Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be thirty (30) feet.
- (j) *Signal interference.*
- (1) The Wind Energy Facility owner shall mitigate any interference with electromagnetic communications, such as radio, telephone, computers, communication devices, or television signals, including any public agency radio systems, caused by any Wind Energy Facility. However, in no case shall a wind energy facility be located within the microwave path of an emergency communication tower.
- (k) *Shadow flicker.*
- (1) The Wind Energy Facility owner shall attempt to avoid shadow flicker from the facility affecting any offsite residences. The Wind Energy Facility owner and/or operator shall make reasonable efforts to minimize or mitigate shadow flicker to any offsite residence to the reasonable determination of the city planner.
- (l) *Ice shedding.*
- (1) The Wind Energy Facility owner and/or operator shall ensure that ice from the wind turbine blades does not impact any offsite property.
- (m) *Waste management.*
- (1) All hazardous waste generated by the operation and maintenance of the facility, including, but not limited to lubricating materials, shall be handled in a manner consistent with all local, state, and federal rules and regulations.
- (n) *Removal:*
- (1) *Wind Energy Facility or Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged wind energy facility or tower is abandoned or inoperable with no intention by the owner to replace said facility, the facility or tower shall be removed in a timely fashion at the expense of the facility or tower owner or the property owner where the facility is located, as directed by the city planner. Any wind energy facility or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such wind energy facility or tower shall remove the same within 90 days of receipt of notice from the city notifying both the wind facility owner and the owner of the property on which the wind 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

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until all users cease using the wind energy facility. If the city is required to remove a facility at the expense of the owner or property owner, the costs of removal, if not paid by the wind energy facility owner, or by the owner of the property on which the tower is located, within 30 days of the city's written demand for payment, shall be reported to the city clerk, who shall levy the cost thereof as an assessment, which shall be a lien on the real estate on which the wind energy facility or tower is located. The city clerk shall certify such assessments to the county auditor to be paid by the owner of the property on which the facility is located, in installments in the same manner as property taxes, as provided by law.

- (2) The Wind Energy Facility site shall be stabilized, graded, and cleared of any debris by the owner of the facility or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion.
 - (3) Any foundation of the Wind Energy Facility shall be removed to a minimum depth of four (4) feet below grade, or to the level of the bedrock if less than four (4) feet below grade, by the owner of the facility or its assigns. Following removal, the location of any remaining Wind Energy Facility foundation shall be identified on a map as such and recorded with the deed to the property with the Office of the Black Hawk County Recorder.
 - (4) Any access roads to the Wind Energy Facility shall be removed, cleared, and graded by the owner of the facility, unless the property owner wants to keep the access road. The city will not be assumed to take ownership of any access road unless through official action of the city council.
 - (5) Any expenses related to the decommissioning and removal of a Wind Energy Facility shall be the responsibility of the Wind Energy Facility owner, including any expenses related to releasing any easements.
 - (6) Removal of the Wind Energy Facility shall conform to the contract between the property owner and the owner/operator of a Wind Energy Facility, in addition to the requirements set forth in this section.
- (o) *Violation and permit revocation.*
- (1) All Wind Energy Facilities shall be maintained in operational condition at all times, subject to reasonable maintenance and repair outages. Operational condition includes meeting all noise requirements and other permit conditions. Should a Wind Energy Facility become inoperable, or should any part of the Wind Energy Facility be damaged, or should a Wind Energy Facility violate a permit condition, the owner/operator shall remedy the situation within three (3) months after written notice from the city.
 - (2) Notwithstanding any other abatement provision, if the Wind Energy Facility is not repaired or made operational or brought into compliance after said notice, the city council may, after a public meeting at which the operator or owner shall be given opportunity to be heard and present evidence, including a plan to come into compliance, (1) order either remedial action within a specified timeframe, or (2) order revocation of the permit and require removal of the Wind Energy Facility within three (3) months.
 - (3) Any Wind Energy Facility that does not meet the requirements of this section, including, but not limited to those dealing with noise, height, setback, or visual appearance, or does not meet any conditions attached to approval of the Wind Energy Facility shall be deemed an unlawful structure and shall provide grounds for the revocation of the permit.

(Ord. No. 2755, § 1, 12-27-11)

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

Notwithstanding the provisions of any other section of this chapter, no existing single-family unit residential structure located in a R-1 residence zoning district or in a R-2 residence zoning district of the city shall be converted or otherwise structurally altered or expanded for the purpose of accommodating the creation or establishment of a second separate dwelling unit within, around or adjacent to the original single-family unit residential structure.

(Ord. No. 2806, § 1, 4-28-14)

Secs. 29-129—29-140. - Reserved.

DIVISION 2. - SPECIFIC DISTRICTS

Sec. 29-141. - A-1 agricultural district.

(a) *Purpose:* The purpose of the A-1, Agricultural Zoning District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e.: sanitary sewer, water, roadways) but where future growth and development is anticipated according to the city plan. No use shall be installed or established within the Agricultural Zone that in the judgement of the planning and zoning commission or the city council will discourage or inhibit normal commercial or residential urban growth and development patterns as indicated by the city plan.

(b) *Principal permitted uses.* The following listed uses are permitted:

(1) Agricultural uses and the usual agricultural accessory structures as limited herein. Minimum parcel size: 20 acres.

Typical agricultural uses shall include, but not necessarily be limited to, land based production activities including grains, small grains, hay, legumes, vegetables, fruits, orchards, and other specialty crops including seeds, tubers, roots and bulbs provided that said crops are not considered nuisance or hazardous crops by the Iowa Department of Agriculture. On-farm facilities shall be permitted for the storage, drying, processing, and finishing for commercial purposes products produced on-farm.

Animal production, including breeding, feeding and finishing for private or commercial use shall be allowed within the limitations specified herein.

(a) Agricultural accessory structures shall be those facilities or buildings normally associated with and generally essential to the operation of an agricultural use. Such structures or facilities shall include, but not be limited to:

- Machine sheds,
- Storage sheds, granaries,
- Grain bins for the storage of on-farm produced crop products, silos, animal housing facilities, animal feeding floors, repair shop, paddocks, etc.

(b) Enclosed, unenclosed, or partially enclosed animal feedlots or other animal housing facilities shall be considered to be accessory structures to a principal permitted agricultural use. Prior to the establishment of such accessory structures involving any number or species of animals, detailed building, management, and business plans shall be submitted for review by the planning and zoning commission and the city council. No animal feedlot or animal housing facility shall be established that, in the judgement of the city council does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.

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No animal feedlot or animal housing facility shall be established within one quarter (¼) mile from the nearest off-site residence as measured from property line to property line.

(c) *Nonconforming animal facilities.*

1. No existing animal feedlot or animal housing facility shall be expanded, reconstructed, or structurally altered without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgment of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
 2. If an existing animal feedlot or animal housing facility is discontinued for a period of one year the premises shall not be reestablished for such use without the prior review and approval of the planning and zoning commission and the city council. Said change or use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.
- (2) Nurseries, greenhouses for commercial purposes provided that the tract contains at least five acres.
- (3) Riding stables for commercial or recreational uses provided that:
- (a) The parcel measures at least 10 acres in area.
 - (b) Animal density is limited to no less than 5,000 sq. ft. per adult animal as measured within the principal animal holding areas.
 - (c) The use is established at least one quarter (¼) mile from the nearest residence as measured from property line to property line.
- (4) Agricultural infrastructure facilities including grain elevators, commercial feed outlets, farm supply stores, truck and animal weigh stations, agricultural chemical or fuel bulk and storage facilities provided that:
- (a) The facility is located on a parcel measuring at least five acres in area.
- (5) Mining and extraction of minerals or raw materials subject to review and approval of a business plan, environmental plan, and land rehabilitation recovery plan by the planning and zoning commission and the city council provided that:
- (a) The use is established at least one mile from the nearest residence as measured from property line to property line.
 - (b) The owner and/or his/her successors agree to leave or rehabilitate the land to a condition suitable for typical urban development (including recreational) patterns and uses in conformance with the long range city land use plan.
- (6) Airports and landing fields in conformance with FAA guidelines and requirements.
- (7) Forest and forestry.
- (a) A business plan including planting/harvesting plan is submitted for review and approval by the planning and zoning commission and the city council.
- (8) Parks, playgrounds, golf courses, both public and private, and other recreational uses such as nature trails, bicycle trails or snowmobile trails, but excluding gun or shooting ranges, auto race tracks or other motorized vehicle racing areas or challenge courses.
- (9) Public utility structures and equipment for the operation thereof.
- (10) Radio and television transmitting stations and related accessory structures provided that:

- (a) Setbacks as measured from the property line to the base of the tower or to the base of support structures extending from the tower, whichever is nearest to the property line, shall be at least 100 feet.
- (b) The facility shall be located at least one quarter (¼) mile from any residence as measured from property line to property line.

(11) Residential dwellings, limited to no more than one familyunit or one two-familyunit dwelling, may be permitted only in the following circumstances:

- (a) Incidental to the following principal permitted uses:
 - 1. Agriculture (20 acres minimum lot area).
- (b) If located on a lot of record as of August 1, 1979 with a minimum lot area of three acres.

(12) *Mandatory review.* Prior to the establishment of any principal permitted use or any accessory use related to animal housing facilities said request with detailed site plan and description of operation shall be submitted to the planning and zoning commission for review and recommendation to the city council. Said use shall not be permitted if, in the judgement of the city council, the proposal does not meet recognized principles of sound land use planning or that will have a negative impact upon the quality of life of the residents of Cedar Falls.

(13) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the A-1 agricultural district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>FamilyUnit</u>	Front Yard Depth	Side Yard Widths (Least Width on Any One Side)	Rear Yard Depth
Dwellings				50 ft.	50 ft.	50 ft.
Other permitted uses				50 ft.	50 ft.	50 ft.

The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

(Code 1971, § 32-29.1; Ord. No. 2053, § 1, 4-25-94)

Sec. 29-142. - R-1SUF single-familyunit residence district.

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

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
 - a. Single-familyunit dwellings.

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- b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
- c. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
- d. Group homes.

(2) *Accessory uses.* Permitted accessory uses are as follows:

- a. Private garages, tool storage, fences and other incidental uses. Stables and the keeping of animals are not a permissible accessory use.
- b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
- c. Home occupations.

(3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower, and no accessory structure shall exceed one story or 18 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1SUF single-familyunit residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per FamilyUnit	Front Yard Depth ¹	Side Yard Width ² (Least on Any One Side)	Rear Yard Depth
Single-familyunit	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ 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.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-29.1)

Sec. 29-143. - R-1 residence district.

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

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. One- and two-~~familyunit~~ dwellings.
- b. Churches and accessory buildings, upon approval of the city council after recommendation of the city planning and zoning commission.
- c. Public and parochial schools, elementary and high, and other educational institutions having an established current curriculum the same as ordinarily given in city public schools.
- d. Private noncommercial recreational areas and facilities, swimming pools, and institutional or community recreation centers, including country clubs and golf courses.
- e. Farming and truck gardening, but not on a scale that would be obnoxious to adjacent areas because of noise or odors.
- f. Group homes.

(2) *Accessory uses.* Permitted accessory uses are as follows:

- a. Private garages, tool storage, fences and other incidental uses.
- b. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.
- c. Home occupations.
- d. Stables, noncommercial, where there exists an area devoted to such purposes of 20,000 square feet, with an additional 10,000 square feet per animal exceeding two in number housed or tethered, and provided further that no structure or building for the stabling of animals or tethering area shall be closer than 50 feet to the abutting residential properties. The area devoted to such uses shall be kept in a clean and sanitary condition.

(3) *Height regulations.* No building shall exceed 2½ stories or 35 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, frontage and yard requirements for the R-1 residential district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per FamilyUnit	Front Yard Depth ¹	Side Yard Width (Least on Any One Side) ²	Rear Yard Depth
One- familyunit dwellings	9,000 sq. ft.	75 ft.	9,000 sq. ft.	30 ft.	10% of lot width	30 ft.
Two- familyunit dwellings	10,000 sq. ft.	80 ft.	5,000 sq. ft.	30 ft.	10% of lot width	30 ft.
One- familyunit 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.

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¹ 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.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-30; Ord. No. 2023, § 8, 8-23-93; Ord. No. 2265, § 3, 6-28-99)

Sec. 29-144. - R-2 residence district.

In the R-2 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, but not including animal and poultry husbandry on any lands used or platted for residential purposes.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
 - a. Any accessory use permitted in the R-1 district with the exception of noncommercial stables.
 - b. Family day care homes. The offstreet parking area required of the principal residence shall suffice.
- (3) *Height regulations.* Height regulations are the same as specified in the R-1 residence district.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-2 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Family Unit	Front Yard Depth ¹	Side Yard Width (Least on Any One Side) ²	Rear Yard Depth
One- family unit	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two- family unit	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.
One- family 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.

¹ 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.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-31; Ord. No. 2319, §§ 1, 2, 1-8-01)

Sec. 29-145. - R-3 multiple residence district.

In the R-3 residence district, the following provisions, regulations, and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are as follows:
 - a. Any use permitted in the R-2 district.
 - b. Multiple dwellings, including condominiums and row dwellings.
 - c. Boardinghouses and lodginghouses.
 - d. Institutions of a religious, educational or philanthropic nature, including libraries.
 - e. Hospitals, day nurseries and nursing and convalescent homes, excepting animal hospitals and clinics.
 - f. Private clubs, fraternities, sororities and lodges, excepting those the principal activity of which is a service customarily carried on as a business.
- (2) *Accessory uses.* Permitted accessory uses are as follows:
 - a. Accessory uses permitted in the R-2 district.
 - b. Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use.
 - c. Storage garages for personal belongings and tools relevant to the maintenance of buildings, where the lot is occupied by multiple dwelling, hospital or institutional building.
- (3) *Height regulations.* No principal building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-3 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>FamilyUnit</u>	Front Yard Depth ¹	Side Yard Width ²	Rear Yard Depth
One- <u>familyunit</u>	7,200 sq. ft.	60 ft.	7,200 sq. ft.	25 ft.	10% of lot width	30 ft.
Two- <u>familyunit</u>	8,000 sq. ft.	70 ft.	4,000 sq. ft.	25 ft.	10% of lot width	30 ft.

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One-family unit bi-attached dwellings	4,000 sq. ft.	35 ft.	4,000 sq. ft.	25 ft.	20% of lot width	30 ft.
Multi family unit	10,000 sq. ft.	80 ft.	2,500 sq. ft.	30 ft.	10% of lot width	30 ft.
Other permitted uses	10,000 sq. ft.	80 ft.	—	35 ft.	10% of lot width	35 ft.

¹ 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.

² Where structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-32)

Sec. 29-146. - R-4 multiple residence district.

In the R-4 residence district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the R-3 district.
- b. Funeral homes and mortuaries.
- c. Hotels, motels and auto courts, in which retail shops may be operated for convenience of the occupants of the building; provided, however, that there shall be no entrance to such place of business except from the inside of the building, nor shall any display of stock or goods for sale be so arranged that it can be viewed from the outside of the building.
- d. Offices such as the following:
 1. Accountants.
 2. Architects.
 3. Art schools.
 4. Artists.
 5. Barbershops.
 6. Beauty shops.
 7. Church offices.
 8. Civil engineers.
 9. Collection agencies.
 10. Credit bureaus.

- 11. Dental offices.
 - 12. Entertainment bureaus.
 - 13. Insurance offices.
 - 14. Lawyers.
 - 15. Medical offices with dispensary.
 - 16. Nurses registries.
 - 17. Public stenographers.
 - 18. Psychologists.
 - 19. Real estate offices.
 - 20. Other similar uses, subject to review by the city planning and zoning commission and approval of the city council.
- e. Tourist home.
 - f. Mobile home park.
- (2) *Accessory uses.* Permitted accessory uses are accessory uses permitted in the R-3 district.
- (3) *Height regulations.* No building shall exceed three stories or 45 feet in height, whichever is lower, except that additional height for additional stories may be added at the rate of two feet in height for each one foot that the building or portion thereof is set back from the required yard lines.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the R-4 multiple residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>FamilyUnit</u>	Front Yard Depth ¹	Side Yard Width ⁴		
					Least on Any One Side	Minimum Sum of Both Sides	Rear Yard Depth
One- <u>familyunit</u>	6,000 sq. ft.	60 ft.	6,000 sq. ft.	20 ft.	10% of lot width	—	30 ft.
Two- <u>familyunit</u>	7,200 sq. ft.	60 ft.	3,600 sq. ft.	20 ft.	10% of lot width	—	30 ft.
One- <u>familyunit</u> bi-attached dwellings	4,000 sq. ft.	30 ft.	4,000 sq. ft.	20 ft.	20% of lot width		30 ft.
Multi <u>familyunit</u> and other permitted uses:							

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1 and 1½ stories	8,000 sq. ft.	65 ft.	2,000 sq. ft. for the first 4 units, plus	20 ft.	8 ft.	16 ft.	35 ft.
2 and 2½ stories	8,000 sq. ft.	65 ft.	850 sq. ft. per unit on 1st, 2nd and 3rd floors, and	20 ft.	10 ft.	22 ft.	35 ft.
3 stories	8,000 sq. ft.	70 ft.	450 sq. ft. per unit above 3rd floor	20 ft.	10 ft.	25 ft.	35 ft.
4 or more stories	10,000 sq. ft.	80 ft.	See subsection 29-146(3) for yard requirements				
Motels and auto courts ²	1 acre	100 ft.	1,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.
Mobile home parks ^{2,3}	20 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.

¹ 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.

² 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.

³ 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.

⁴ For one- and two-family unit dwellings where the structures do not exceed 2½ stories or 35 feet in height, the maximum side yard required need not exceed 20 feet.

(Code 1971, § 32-33)

Sec. 29-147. - R-5 residence district.

In the R-5 residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The R-5 residence district is to provide for longterm low-density residential uses of a semisuburban character which provide for ultimate design densities compatible with public health and safety regulations and the land use plan.
- (2) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 residence district, except two-familyunit dwellings.
- (3) *Accessory uses.* Permitted accessory uses are any accessory use permitted in the R-1 residence district.
- (4) *Height regulations.* Height regulations are the same as specified for the R-1 residence district.
- (5) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirement for the R-5 residence district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per FamilyUnit	Front Yard Depth ¹	Side Yard Depth	Rear Yard Depth
One-familyunit	3 acres ²	100 ft.	43,560 sq. ft.	50 ft. ³	20 ft.	50 ft. ³
Other permitted uses	3 acres ²	100 ft.		50 ft. ³	20 ft.	50 ft. ³

¹ 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.

² 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.

³ No access shall be granted on any major thoroughfare shown on the official street plan unless no other prudent alternative is available. In all cases, the building setback lines shall be measured from the proposed right-of-way line of the thoroughfare.

(Code 1971, § 32-33.1)

Sec. 29-148. - S-1 shopping center district.

In the S-1 shopping center district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The S-1 district is intended to provide for the development of shopping centers. For the purpose of this section, the term "shopping center" shall mean a planned retail and service area under single ownership, management or control characterized by a concentrated grouping of stores and compatible uses, with various facilities designed to be used in common, such as ingress and egress roads, extensive parking accommodations, etc.

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- (2) *Procedures.* The owner of any tract of land comprising an area of not less than five acres shall submit to the city planning and zoning commission and city council, in addition to the requirements of subsection 29-4(b), a plan for the commercial use and development of such tract for the purpose of meeting the requirements of this section. The city planning and zoning commission shall review the conformity of the proposed development with the standards of the comprehensive plan and with recognized principles of civic design, land use planning and landscaping architecture. The commission may approve the plan as submitted or, before approval, may require that the applicant modify, alter, adjust or amend the plan as the commission deems necessary to the end that it preserve the intent and purpose of this chapter to promote public health, safety, morals and general welfare. The plan shall be accompanied by evidence concerning the feasibility of the project and its effects on surrounding property and shall include each of the following:
- a. A site plan defining the areas to be developed for buildings, the areas to be developed for parking, the location of sidewalks and driveways and the points of ingress and egress, including access streets where required, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
 - b. An analysis of market conditions in the area to be served, including the types and amount of service needed and general economic justification.
 - c. A traffic analysis of the vicinity indicating the effect of the proposed shopping center on the adjacent streets.
 - d. A statement of financial responsibility or reasonable financial arrangements or potential to ensure construction of the shopping center, including landscaping, in accordance with the plan and the requirements of this section.

A copy of such plan shall be filed with the building official and maintained as a permanent part of the records of the city.

- (3) *Standards.* Uses permitted in the S-1 district shall include any use permitted in the C-3 district and as limited by this district; provided, however, that the council may consider any additional restrictions proposed by the owner. The lot area, lot frontage and yard requirements of the C-2 district shall be considered minimum for the S-1 district; however, it is expected that these minimums will be exceeded in all but exceptional situations. Buildings may be erected to heights greater than those allowed in the C-2 district in accordance with the intent and purpose of this section.
- (4) *Completion.* The construction of the shopping center and improvements shall be completed within a reasonable period of time; provided, however, that, in the determination of such period, the scope and magnitude of the project and any schedule or timetable submitted by the developer shall be considered. Failure to complete the construction and improvement within such period of time shall be deemed sufficient cause for the rezoning of the property as provided in subsection 29-4(b).
- (5) *Changes and modifications.*
- a. *Major.* All changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone, deemed to be substantial by the planning and zoning staff after city approval of the plans, shall be resubmitted and considered in the same manner as originally required. Examples of major modifications include but are not limited to the following: new building construction, vehicular access rerouting, significant parking changes and general design and orientation changes.
 - b. *Minor.* Minor changes, modifications or amendments to the plans for the commercial use and development of property in the S-1 zone shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such

change, or may determine that the magnitude of the change is significant in nature and requires that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that sign changes are significant in nature, it may submit the proposal to the council for review and approval.

- (6) *Existing shopping centers.* Shopping centers in existence at the time of the passage of this chapter which are zoned S-1 by this chapter shall be considered as having met all the requirements of this section. All new construction, additions, enlargements, etc., to structures within these shopping centers shall be in accord with the use and bulk regulations of the C-2 district, except in cases where more restrictive controls have been imposed by agreement between the city and the property owners involved.

(Code 1971, § 32-34)

Sec. 29-149. - C-1 commercial district.

In the C-1 commercial district, the following provisions, regulations and restrictions shall apply. For the purpose of this section, a C-1 commercial district is defined as a commercial district adjacent to residence districts in which such uses are permitted as are normally required for the daily local retail business needs of the residents of the locality.

- (1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any non-residential use permitted in the R-4 district.
- b. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e., city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.

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- c. Any local retail business or service establishment such as the following:
1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
 2. Antique shop.
 3. Apparel shop.
 4. Bakery whose products are sold only at retail and only on the premises.
 5. Financial institution.
 6. Barbershop or beauty parlor.
 7. Bicycle shop, sales and repair.
 8. Bookstore.
 9. Candy shops, where products are sold only at retail and only on the premises.
 10. Clothes cleaning and laundry pickup station.
 11. Collection office of public utility.
 12. Commercial parking lots for passenger vehicles in accordance with the provisions in subsections 29-177(d) and (e).
 13. Dairy store, retail.
 14. Dance or music studio.
 15. Drapery shop.
 16. Drugstore.
 17. Filling station.
 18. Florist and nursery shop, retail.
 19. Fruit and vegetable market.
 20. Furniture store.
 21. Gift shop.
 22. Grocery and delicatessen.
 23. Hardware store.
 24. Hobby shop.
 25. Household appliances, sales and repair.
 26. Ice storage and distributing station of not more than five-ton capacity.
 27. Jewelry shop.
 28. Key shop.
 29. Landscape gardener.
 30. Launderette.
 31. Locker plant for storage and retail sales only.
 32. Music store.
 33. Paint and wallpaper store.
 34. Post office substation.

- 35. Photographic studio.
 - 36. Radio and television sales and service.
 - 37. Restaurant, cafe and soda fountain.
 - 38. Shoe repair shop.
 - 39. Sporting goods store.
 - 40. Tailor shop.
 - 41. Theaters.
 - 42. Variety store.
 - d. Business or professional offices and the like, supplying commodities or performing services primarily for residents of the neighborhood.
- (2) *Accessory uses.*
- a. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is ten acres or less:
 - 1. Accessory uses permitted in the R-4 district.
 - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.
 - b. The following accessory uses are permitted in a C-1 district in which the contiguous area of such C-1 district is more than ten acres:
 - 1. Accessory uses permitted in the R-4 district.
 - 2. Storage of merchandise incidental to the principal use, but not to exceed 40 percent of the floor area used for such use.
- (3) *Height regulations.* No building shall exceed two stories or 35 feet in height, whichever is lower.

(4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-1 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per Family Unit	Front Yard Depth ¹	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. ²	50 ft.	25 ft. ²
Other				25 ft.	None required except when		No less

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permitted uses					adjoining any R district, in which case not less than 10 ft.	than 10 feet
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¹ 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.

² Where the adjoining land use (existing or permitted) is a nonresidential use, visual barriers of a size and character to ensure reasonable privacy and visual appeal (e.g., solid or louvered fencing, or open fencing with appropriate planting) shall be provided at a distance of not less than 20 feet from the nearest unit by the park developers.

(Code 1971, § 32-35; Ord. No. 2241, § 1, 9-28-98; Ord. No. 2782, § 1, 11-26-12)

Sec. 29-150. - C-2 commercial district.

In the C-2 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-1 district.
- b. Animal hospitals, veterinary clinics or kennels; provided any exercising runway shall be at least 200 feet from any R district and 100 feet from any C-1 district boundary.
- c. Automobile, motorcycle, trailer and farm implement establishments for display, hire and sales, including sales lots, including as incidental to these major uses all repair work in connection with their own and customers' vehicles, but not including uses in which the major source of revenue is from body and fender work. In addition, this subsection shall not be construed to include automobile, tractor or machinery wrecking and rebuilding and used parts yards.
- d. Ballrooms and dancehalls.
- e. Billiard parlors and pool halls.
- f. Bookbinding.
- g. Bowling alleys.
- h. Carpenter and cabinet shops.
- i. Clothes dry cleaning and dyeing establishments using flammable cleaning fluids with a flash point higher than 100 degrees Fahrenheit.
- j. Commercial baseball fields, swimming pools, skating, golf driving ranges or similar open air recreational uses and facilities.
- k. Drive-in eating and drinking establishments, summer gardens and roadhouses, including entertainment and dancing, provided the principal building is distant at least 100 feet from any R district.
- l. Laundries.
- m. Lawn mower repair shops.

- n. Lumberyards, retail, but not including any manufacturing or fabricating for wholesale operations.
 - o. Monument sales yards.
 - p. Offices, business and professional.
 - q. Pet shops, including sales of aquariums.
 - r. Plumbing and heating shops.
 - s. Printing shops, not to include more than two 12-inch by 18-inch job presses.
 - t. Sheet metal shops.
 - u. Sign painting shops.
 - v. Taverns and restaurants.
 - w. Mobile home parks.
 - x. Used auto sales lots or any similar use.
 - y. Photo processing establishments using flammable fluids with a flash point higher than 100 degrees Fahrenheit and utilizing a floor area no longer than 20,000 square feet.
 - z. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize similar building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. Construction of the proposed residential development must commence (i.e. city building permits secured) within one year following city council approval, or the original approval shall be void and the application shall be resubmitted to the planning and zoning commission and the city council, to review any changes in local conditions.
 - aa. Mini-storage warehouse, upon site plan review and approval by the planning and zoning commission and city council of the City of Cedar Falls, Iowa. This use must conform to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture.
- (2) *Accessory uses.* Permitted accessory uses are as follows:

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- a. Accessory uses permitted in the C-1 district.
 - b. Accessory uses and structures customarily incidental to any permitted principal uses.
- (3) *Height regulations.* No building shall exceed three stories or 48 feet in height, whichever is lower.
- (4) *Lot area, frontage and yards.* Minimum lot area, lot frontage and yard requirements for the C-2 commercial district shall be as follows:

Use	Lot Area	Lot Width	Lot Area per <u>Family Unit</u>	Front Yard Depth ¹	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. ³	50 ft.	25 ft. ⁴
Other permitted uses				See footnote 2	None, except when adjacent to an R district, in which case not less than 10 ft.		⁵

¹ 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.

² 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.

³ Where a mobile home park has frontage on more than one street, the required front yard depth shall be maintained from all streets.

⁴ 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.

⁵ No requirement except when adjoining an R District in which case not less than 10 feet.

(Code 1971, § 32-36; Ord. No. 1988, § 2, 9-14-92; Ord. No. 2241, § 2, 9-28-98; Ord. No. 2782, § 2, 11-26-12)

Sec. 29-151. - C-3 commercial district.

In the C-3 commercial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Principal permitted uses are as follows:

- a. Any use permitted in the C-2 commercial district.
- b. Automobile body or fender repair shop.
- c. Department store.
- d. Exterminator sales.
- e. Lumberyards or building material sales yards.
- f. Manufacture or treatment of products clearly incidental to the conduct of a retail business conducted on the premises.
- g. Office buildings.
- h. Printing or publishing houses.
- i. Storage warehouse or business.
- j. Tire shop, including vulcanizing and retreading.
- k. Wholesale warehouse or business.
- l. Residential uses subject to review by the planning and zoning commission and approval by the city council of a development site plan and other required elements as specified herein. A development site plan must be submitted which clearly illustrates the proposed residential facility, on-site parking, building setbacks and prevailing topography along with an illustration of surrounding land uses, roadways, streets and utility services within 200 feet of the development site. The proposed residential use must be in conformance with standards of the comprehensive plan and recognized principles of civic design, land use planning and landscape architecture. The commission and city council shall consider the appropriateness of the residential use with respect to considerations for protection and preservation of existing commercial zoning districts for commercial uses in the city. In addition, provisions for adequate access for vehicles and pedestrians, including sidewalk provision, shall be clearly illustrated and provided. Impacts upon local municipal services such as sanitary sewer, storm sewer and other utility needs shall be considered. Certain amenities appropriate for residential uses such as open green space, landscaping, and outdoor recreation areas shall be provided in order to be generally consistent with other similar residential developments. Storm water run-off and soil erosion controls shall be established in accordance with city regulation. Building design shall be of an appropriate architectural design and utilize building materials compared to similar residential facilities in residential zoning districts. Signage shall be limited and of a size, height and scale normally allowed in typical residential neighborhoods. Commercial scale signage shall not be allowed for residential uses in commercial districts. Minimum required building and parking lot setbacks shall generally conform to those requirements specified in the R-4 district. However, these standards may be modified by the city council in consideration of special circumstances of the property in question. Lot area and density standards shall generally conform to standards outlined in the R-4 district. In the case of a redevelopment

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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 Family Unit	Front Yard Depths ¹	Side Yard Width	
					Least Width on Any One Side	Minimum Sum of Both Side Yards
Dwellings			Same as specified in the R-4 district			
Mobile home parks			Same as specified in the C-2 district			
Motels and auto courts			Same as specified in the R-4 district			
Other permitted uses					None, except when adjacent to an R district, in which case not less than 15 ft.	None, except when abutting an R district, in which case not less than 25 ft.

¹ None required unless fronting on the proposed right-of-way of a thoroughfare shown on the official major street plan, in which case the building setback line shall be the proposed right-of-way line.

(Code 1971, § 32-37; Ord. No. 2782, § 3, 11-26-12; Ord. No. 2844, § 1, 6-1-15)

Sec. 29-152. - M-1 light industrial district.

In the M-1 light industrial district, the following provisions, regulations and restrictions shall apply:

(1) *Principal permitted uses.* Permitted principal uses are as follows:

- a. Any use permitted in the C-3 district, except that no occupancy permit shall be issued for any dwelling, school, hospital, clinic or other institution for human care, except where incidental to a permitted principal use.
- b. Automobile assembly.
- c. Bag, carpet and rug cleaning; provided necessary equipment is installed and operated for the effective precipitation or recovery of dust.
- d. Bakeries, other than those whose products are sold at retail only on the premises.
- e. Welding or other metalworking shops, excluding shops with drop hammers and the like.
- f. Contractor's equipment storage yard or plant, or rental of equipment commonly used by contractors, storage and sale of livestock, feed or fuel, provided dust is effectively controlled, and storage yards for vehicles of a delivery or draying service.
- g. Carting, express, hauling or storage yards.
- h. Circus, carnival or similar transient enterprises, provided such structures or buildings shall be at least 200 feet from any R district.
- i. Coal, coke or wood yard.
- j. Concrete mixing and concrete products manufacture.
- k. Cooperage works.
- l. Creamery, bottling works, ice cream manufacturing (wholesale), ice manufacturing and cold storage plant.
- m. Enameling, lacquering or japanning.
- n. Foundry casting lightweight nonferrous metals, or electric foundry not causing noxious fumes or odors.
- o. Flammable liquids, underground storage only, not to exceed 25,000 gallons, if located not less than 200 feet from any R district.
- p. Junk, iron or rags, storage or baling, where the premises upon which such activities are conducted are wholly enclosed within a building, wall or fence not less than six feet in height, completely obscuring the activity, but not including automobile, tractor or machinery wrecking or used parts yards.
- q. Laboratories, experimental, film or testing.
- r. Livery stable or riding academy.
- s. Machine shop.
- t. Manufacture of musical instruments and novelties.
- u. Manufacture or assembly of electrical appliances, instruments and devices.
- v. Manufacture of pottery or other similar ceramic products, using only previously pulverized clay and kilns.
- w. Manufacture and repair of electric signs, advertising structures and sheetmetal products, including heating and ventilating equipment.
- x. Milk distributing station, other than a retail business conducted on the premises.
- y. Sawmill or planing mill, including manufacture of wood products not involving chemical treatment.

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- 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 Family Unit	Front Yard Depth ¹	Side Yard Width	Rear Yard Depth
Dwellings			Same as specified in the R-4 district			
Mobile home parks			Same as specified in the C-2 district			
Motels and auto courts			Same as specified in the R-4 district			
Other permitted uses				25 ft.	None required except when adjacent to an R district, in which case not less than 25 ft.	25 ft. ²

¹ 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.

² For every additional foot the front yard depth is increased over 25 feet, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than eight feet; and, in addition, if any portion of this rear yard area is used for an enclosed offstreet loading space, the area above such an enclosure may be used for building purposes.

(Code 1971, § 32-38)

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.

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(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 ¹	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.

¹ The front yard depth of any lot abutting on a major street shall be measured from the proposed right-of-way lines as shown on the official major street plan.

(Code 1971, § 32-39)

Sec. 29-154. - MP planned industrial district.

In the MP planned industrial district, the following provisions, regulations and restrictions shall apply:

(1) *Purpose.* The purpose of this section is to permit the establishment of industrial parks and to provide for the orderly planned growth of industries in larger portions of land. The district shall normally contain lots not less than ten acres in size, and may not be further subdivided into less than one-half-acre lots. It is also intended that such industrial districts be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effects upon adjacent properties in other zoning districts.

(2) *Principal permitted uses.* Principal permitted uses are as follows:

- a. In the M-1,P planned light industrial district, any use permitted in the M-1 light industrial district except the following:
 1. Contractor's equipment storage yard or plant or rental of equipment commonly used by contractors, or storage and sale of livestock, feed or fuel.
 2. Storage yards.
 3. Circuses, carnivals or similar transient enterprises.
 4. Coal, coke or wood yard.
 5. Concrete mixing or concrete products manufacture.
 6. Cooperage works.
 7. Storage of flammable liquids exceeding the amount necessary for normal operation and maintenance of a principal permitted use.
 8. Storage or baling of junk, iron or rags.
 9. Livery stable or riding academy.
 10. Sawmill or planing mill.
- b. In the M-2,P planned heavy industrial district, any use permitted in the M-2 heavy industrial district.

- (3) *Procedure for establishment and approval.*
- a. *Establishment of zoning district.* A zoning district plan shall be provided indicating location and boundaries and providing as many details as are available. This plan shall be submitted for approval to the planning and zoning commission and the city council in accordance with subsection 29-4(b).
 - b. *Approval of development plan.* Prior to development of all or a portion of the district, a development plan for that specific portion shall be approved by the planning and zoning commission and city council.
 - 1. The development plan shall include the following information: The relation of the portion to be developed to the overall zoning district, internal street location and lines, lot sizes, railroad tracks and right-of-way, and proposed sanitary and storm sewer lines and water and power facilities.
 - 2. Front building setback lines shall not be less than 25 feet, except that there shall be 35-foot setbacks from arterial streets as identified upon the major thoroughfare map. Such yards shall be landscaped with trees, shrubs or grass in such a manner as to reflect the intent of an industrial park. Offstreet parking lots may be permitted in such yard areas, provided that they extend no closer than 25 feet to property lines abutting arterial streets. No outdoor storage shall be permitted within the identified front yard areas. All yards on the perimeter of the development plan abutting an A-1, R-1, R-2, R-3, R-4, R-5 or R-P zoning district shall maintain a 40-foot landscaped strip of trees, shrubs or grass, free of buildings and storage areas.
 - 3. If applicable, the development plan must conform with the requirements and regulations of the state department of natural resources.
 - 4. In considering the development plan, the planning and zoning commission shall review restrictive covenants and the landowner's agreement.
 - c. *Implementation of development plan.* A copy of the development plan required under subsection (3)b. of this section, upon approval by the planning and zoning commission and the city council, shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. No building permit shall be issued for any building or structure unless the location and use are in substantial conformance with the plan on file.
 - d. *Change and modification of plan.*
 - 1. *Major.* All changes, modifications and amendments to the development plan required for M-P development, deemed to be substantial by the planning and zoning staff after city approval of such plan, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: street realignment, reconfiguration of lots and revisions to storm or sanitary sewer designs.
 - 2. *Minor.* Minor changes, modifications or amendments to the development plan required for M-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and require that the development plan be resubmitted and considered in the same manner as originally required.
- (4) *Site requirements.*
- a. Outdoor storage shall be permitted only when related to a permitted principal use and only when storage areas are suitably screened. Maximum height of outdoor storage shall be 20 feet and shall not exceed the height of the screen. Outdoor storage shall be located inside

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the required yard areas and not within 200 feet of a residence district (R-1, R-2, R-3, R-4 or R-P).

- b. All landscaped areas shall be maintained in such a manner as to reflect the intent of an industrial park.
 - c. Loading docks or doors shall be located 115 feet from the perimeter property line of the development plan. Yard areas must be adequate to accommodate movement of trucks and other vehicles within property boundaries and off landscaped areas. Loading docks and overhead doors may be located on any side of the building, but all loading, parking and backing areas shall be inside the property line and shall be subject to the approval of the zoning administrator and city engineer.
 - d. Building height within an M-1,P area shall not exceed 45 feet, and building height within an M-2,P area shall not exceed 90 feet.
 - e. Parking area requirements shall meet the standards established in section 29-177.
- (5) *Lot area, yards and site coverage.* Requirements for lot area, yards and site coverage are as follows:
- a. Minimum lot area: Two acres.
 - b. Maximum site coverage: 0.75.
 - c. Maximum floor ratio: 1.00.
 - d. Minimum front yard depth: 25 feet.
 - e. Least width on any one side: Ten feet.
 - f. Minimum rear yard depth: Ten feet.
 - g. In reviewing the development plan, the city council may, following the planning and zoning commission's recommendations, approve the inclusion of one-half-acre lots in all or a portion of the development plan. Acceptance of the one-half-acre minimum lot area shall be in accordance with recognized principles of civil design, land use planning and landscape architecture.
 - h. The rear yard shall not be less than 30 feet where the proposed use adjoins a residence district (R-1, R-2, R-3, R-4, R-5 or R-P).

(Code 1971, § 32-40)

Sec. 29-155. - F-W floodway overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-W floodway district to the extent they are not prohibited by other provisions of this chapter or of this Code, or the underlying zoning district, and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or other equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horse riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas and play areas.

- (5) Other open space uses similar in nature to the uses listed in this subsection.
- (b) *Conditional uses.* The following uses, which involve structures (temporary or permanent), fill, storage of materials or other equipment, may be permitted only upon issuance of a special exception permit by the board of adjustment, and then only to the extent they are not prohibited by other provisions of this section or of this Code or the underlying zoning district. Such uses must also meet the applicable provisions of the floodway district performance standards:
 - (1) Uses or structures accessory to open space uses.
 - (2) Circuses, carnivals and similar transient amusement enterprises.
 - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.
 - (4) Extraction of sand, gravel and other material.
 - (5) Marinas, boat rentals, docks, piers and wharves.
 - (6) Utility transmission lines and underground pipelines.
 - (7) Other uses similar in nature to the principal permitted and conditional uses described in this section which are consistent with the floodway district performance standards and the general spirit and purpose of this chapter.
- (c) *Performance standards.* All floodway district uses allowed as a principal permitted or conditional use shall meet the following standards:
 - (1) No use shall be permitted in the floodway district that would result in any increase in the 100-year (1%) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) All uses within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
 - (3) No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
 - (4) Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
 - (5) From and after January 1, 2010, there shall be no construction of any new building or structure (temporary or permanent) of any type whatsoever, anywhere within the floodway overlay district in the city, including but not limited to new detached garages, storage buildings, or other accessory structures.
 - (6) From and after January 1, 2010, there shall be no restoration or reconstruction of any previously existing nonconforming building or structure located in the floodway overlay district that suffers damage to the extent of fifty percent (50%) or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, unless permitted upon issuance of a variance and a special exception permit by the board of adjustment, in accordance with the provisions of sections 29-34 and 29-35 of this chapter.
 - (7) Any restoration or reconstruction of any building or structure located in the floodway overlay district that suffers damage to the extent of less than fifty percent (50%) of its fair market value at the time of damage of any origin, including but not limited to fire, flood, tornado, storm, explosion, war, riot or act of God, may be restored or reconstructed without issuance of a variance or a special exception permit by the board of adjustment, and then only as follows:

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- [a.] May commence only upon issuance of a valid building permit issued by the city;
- [b.] Must not allow any fill material to be used or placed on the lot in connection with the elevation and reconstruction of such building or structure; and
- [c.] Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction;
- [d.] Such restoration, rebuilding or reconstruction shall not allow any building addition or expansion without obtaining a variance or special exception permit from the board of adjustment.
- [e.] Any addition or expansion to an existing building or structure located in the floodway shall not be allowed, unless permitted upon issuance of a variance and special exception permit by the board of adjustment, in accordance with Sections 29-34 and 29-35 of this chapter.
- (8) Buildings, if permitted, shall have a low flood damage potential and shall not be utilized for human habitation.
- (9) Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway district within the time available after flood warning.
- (10) Stream, watercourse, drainage channel or other water channel embankment stabilization, filling, alterations or relocations, including removal of vegetation, must be designed to maintain the flood-carrying capacity within the altered area, and shall not be allowed or undertaken without all required permits from and approvals by the state department of natural resources, and shall not proceed without approval of the city planner and oversight by the city engineer.
- (11) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (12) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
- (13) Recreational vehicles placed on sites within the Floodway District shall either:
 - a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

(Ord. No. 2750, § 7, 7-11-11)

Editor's note— Ord. No. 2750, § 7, adopted July 11, 2011, repealed § 29-155, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-155 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-156. - F-F floodway fringe overlay district.

- (a) Except as otherwise expressly provided in this section, development shall be allowed in the floodway fringe overlay district only on lots of record as defined in this chapter which were in existence prior to January 1, 2010.
- (b) The floodway fringe overlay district shall include and incorporate both the 100-year (1%) and 500-year (0.2%) flood boundaries as illustrated on the official floodplain zoning maps. The elevation of the regulatory flood shall be considered to be the 500-year (0.2%) flood elevation. Flood insurance policies and insurance rates may continue to be evaluated and established based on federal and

state laws and regulations. For all other city flood regulatory purposes, however, the regulatory elevation shall be the 500-year flood elevation.

- (c) No new lots shall be established within the 500-year flood boundaries after January 1, 2010, unless the newly created lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the 500-year floodplain does not encompass more than 25 percent of the newly created lot. All building lots which have been properly established under state law and this Code, filed with the county recorder and approved by the county auditor, all prior to January 1, 2010, shall be considered to be lots of record. A lot of record which is in existence on January 1, 2010, may be diminished in size via subdivision if the newly-created lot being separated from the existing lot has a floodplain buildable area outside of the 500-year flood boundary, provided further, that the diminished original lot of record will not be permitted a replacement or new structure constructed thereon if that structure is located within the 500-year floodplain boundaries. An existing structure located on the original lot of record, if located within the 500-year floodplain, will be allowed to be maintained, upgraded, enlarged or replaced in conformance with this Code.
- (d) Critical facilities shall be located outside the 500-year floodplain boundaries. Critical facilities shall include but not be limited to hospitals, municipal government buildings, schools and residential facilities for elderly or infirmed/handicapped persons. The restriction on critical facilities shall not apply to structures required to be located in low-lying areas such as streets and roadways, bridges, culverts, waste water treatment facilities or sanitary sewer lift stations.
- (e) *Performance standards.* All uses must be consistent with the need to limit flood damage to the maximum practicable extent, and shall meet the following applicable performance standards:
 - (1) All new development on lots of record in existence prior to January 1, 2010, must comply with all required standard flood protection measures, and must meet the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any open areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
 - (2) Any existing building or structure located in the floodway fringe that suffers damage to the extent of less than fifty percent (50%) of its fair market value from any origin including, but not limited to, fire, flood, tornado, storm, explosion, war, or act of God, may be reconstructed at its existing elevation, without issuance of a variance or special exception permit, if the reconstructed structure meets the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city; and
 - b. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
 - (3) Any existing building or structure that is substantially damaged, may be reconstructed if the reconstructed structure meets all required standard flood protection measures, including but not limited to elevating the structure to a level such that the lowest floor is established one (1) foot above the 500-year flood level, and is constructed either on elevated foundations, piers or similar elevated techniques that are in compliance with then applicable city building code requirements, or using fill which meets the requirements of this section, and which meets the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any enclosed building areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of flood waters, in conformity with the requirements of subsections (e)(7)(a)(1) through (4), inclusive; and

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- c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (4) All structures shall be:
 - a. Adequately anchored to prevent flotation, collapse or lateral movement of the structure.
 - b. Constructed with materials and utility equipment resistant to flood damage to the maximum practicable extent.
 - c. Constructed by methods and practices that limit flood damage to the maximum practicable extent.
 - (5) Any new, substantially improved or substantially damaged residential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level unless the necessary amount of fill to satisfy this requirement exceeds allowable fill heights specified in subsection (e)(8)(b), and shall extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating, such as piers or elevated foundations, may be allowed where existing topography, street grades or other compelling factors preclude elevating by the use of compacted fill material. In all such cases, the methods used for structural elevation must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding as verified by a structural engineer.
 - (6) Any new, substantially improved or substantially damaged nonresidential structure, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the 500-year flood level. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the 0.2% (500-year) flood level or, together with attendance utility and sanitary sewerage systems, be flood-proofed to such a level. When utilizing fill material, the amount placed on the site shall be in conformance with subsection (e)(8)(b). When flood-proofing is utilized, a professional engineer registered in the state of Iowa shall certify that the flood-proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year and 500-year flood event, and that the structure established below the 500-year flood elevation level, is watertight with walls substantially impermeable to the passage of water. A record of certification, indicating the specific elevation, in relation to the North American Vertical Datum of 1988, to which any structures are flood-proofed, shall be maintained by the zoning/ floodplain administrator.
 - (7) Any new, substantially improved or substantially damaged structure that is to be established or reconstructed as authorized in this chapter shall meet the following requirements:
 - a. Fully enclosed areas below the lowest floor, not including basements, that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All said areas below the lowest floor shall be designed for low damage potential and shall not be habitable space. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Machinery and service facilities (e.g. hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 500-year flood level.

Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above natural grade.

3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 4. Openings must be designed and installed so as to allow the natural entry and exit of floodwaters without the aid of any manual, mechanical or electrical systems either for operating the openings or assisting in the discharge of water from the lower area.
- b. Any new, substantially improved or substantially damaged structure that is being established or reconstructed as authorized in this chapter, must be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding. All such facilities including heating, cooling and ventilating systems or ducts shall be located or installed at least one foot above the (0.2%) 500-year flood level.
- (8) Filling in the floodway fringe:
- a. Fill activities may be permitted in the floodway fringe overlay district upon approval by the city planner and city engineer. All fill application permits shall be valid for a period of six (6) months from date of issuance, may be renewed only upon filing of an application for renewal with the city planner, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. Elevation and topographic data must also be submitted by a professional engineer registered in the State of Iowa that illustrates changes in the topography and estimated impacts upon local flood flows. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water run-off onto adjacent properties to the maximum practicable extent, and in compliance with the NPDES standards contained in Chapter 27 of this code. Except as provided in subsections (e)(8)(f) and (g), adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the city planner. Any fill project must be designed to limit negative impacts upon adjacent property owners during flood events to the maximum practicable extent.
 - b. The amount of allowable fill must not increase the existing natural grade of the property, by more than three (3) vertical feet at any point, and shall be placed on no more than 33.33% of the total three (3) vertical feet lot area.
 - c. Where fill is authorized under this chapter, any fill placed on a lot of record must be mitigated by removal of an equal volume of fill material from a comparable elevation within the 500-year floodplain, in order to provide the hydraulic equivalent volume of fill removal as compared to the placement of fill on any single property located in the floodplain.
 - d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot, and shall extend at least 18 feet from the outer foundation of the structure.
 - e. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the 3-foot fill limitation as referenced in subsection (e)(8)(b) must be achieved through the use of elevated foundations, piers or similar structural elevation techniques that are in compliance with then applicable city building code requirements as certified by a structural engineer.

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- f. Fill is allowed for property maintenance purposes in the floodway fringe area upon approval of the city planner. For purposes of this subsection, the term, "property maintenance purposes," shall mean landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water. Said limited amounts of fill for property maintenance purposes need not be compensated by an equivalent amount of excavation area as specified in subsection (e)(8)(c) above.
 - g. Filling on public property is prohibited in the floodway fringe district with the exception of property maintenance purposes of public facilities, upon approval of the city planner. Limited quantities of asphalt, concrete and yard waste may be temporarily stored in the floodway fringe district when said materials are being staged for further processing. Raw materials may be stockpiled in the floodway fringe district when said materials are mined or excavated from a site in the floodway or floodway fringe.
- (9) No floodplain map revisions (Letter of Map Revision-fill or LOMR-f) involving placement of fill or involving land alterations in the floodway fringe overlay district, even if otherwise approved by FEMA, shall be allowed after January 1, 2010, provided, however, that owners of properties in the floodway fringe who have applied for a LOMR and which were in the process of being approved as of January 1, 2010, shall be exempt from this prohibition.
- (10) Factory-built housing and factory-built structures shall meet the following requirements:
- a. Factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse or lateral movement.
 - b. Factory-built housing and factory-built structures, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 500-year flood level.
 - c. Openings shall be established in the lower area to allow the natural entry and exit of floodwaters in compliance with subsections (e)(7)(a)(1) through (4).
- (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the (0.2%) 500-year flood level.
- (12) Utility and sanitary systems shall meet the following requirements:
- a. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 500-year flood elevation.
 - b. On-site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one foot above the 500-year flood elevation.
 - d. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

- (13) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the 500-year flood level. Other material and equipment must either be similarly elevated or:
- a. Not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or
 - b. Be readily removable from the area within the time available after flood warning.
- (14) Flood control structural works such as levees and floodwalls, shall provide, at minimum, protection from a 1% (100-year) flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage, or at such higher elevation as may be mandated by the state or federal government. In addition, structural flood control works shall be approved by the state department of natural resources.
- (15) No use shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages and storage sheds and other detached accessory structures shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied:
- a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area.
 - b. The structures are not suitable for and shall not be used for human habitation.
 - c. The structures will be designed to have low flood damage potential.
 - d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
 - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
 - f. Structures shall be firmly anchored to prevent flotation, which may result in damage to other structures.
 - g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.
- (17) Recreational vehicles, if permitted in the underlying zoning district, are exempt from the requirements of this chapter regarding anchoring and elevation of factory built homes when the following criteria are satisfied:
- a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.
- (18) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation or due to action of flood flows.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

(Ord. No. 2750, § 8, 7-11-11; Ord. No. 2847, § 2, 7-20-15)

Editor's note— Ord. No. 2750, § 8, adopted July 11, 2011, repealed § 29-156 and enacted new provisions to read as herein set out. Prior to amendment, § 29-156 pertained to similar subject matter. See Code Comparative Table for derivation.

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Sec. 29-157. - F-P general floodplain overlay district.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-P general floodplain district to the extent they are not prohibited by any other ordinance or underlying zoning district and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horseback riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas and play areas.
- (b) *Conditional uses.* Any use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses shall be reviewed by the state department of natural resources to determine:
- (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
 - (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the state department of natural resources with sufficient technical information to make the determination.

- (c) *Performance standards.*
- (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
 - (2) All conditional uses or portions thereof to be located in the floodway fringe, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.
- (d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the 500-year flood elevation.

(Ord. No. 2750, § 9, 7-11-11)

Editor's note— Ord. No. 2750, § 9, adopted July 11, 2011, repealed § 29-157 and enacted new provisions to read as herein set out. Prior to amendment, § 29-157 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-158. - R-P planned residence district.

In the R-P planned residence district, the following provisions, regulations and restrictions shall apply:

- (1) *Purpose.* The purpose of the R-P planned residence district is to permit the establishment of multiuse and integrated use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The district shall normally be

reserved for development of tracts not less than ten acres in size. It is also intended that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture. It is further intended that such planned residence districts be designed and developed to promote public health, safety, morals and general welfare, to reasonably prevent and minimize undue injury to adjoining areas and to encourage appropriate land use.

- (2) *Permitted uses.* Permitted uses are as follows:
 - a. Any use permitted in the R-4 residence district.
 - b. Any use permitted in the C-1 commercial district within the commercial area of the planned residence district.

- (3) *General standards.* The land usage, minimum lot area, yard, height and accessory uses shall be determined by the requirements set forth below, which shall prevail over conflicting requirements of this chapter or any other ordinance:
 - a. There shall be no minimum yard or height requirements in a planned residence district except that minimum yards, as specified in the R-4 residence district, shall be provided around the boundaries of the planned residence district.
 - b. Uses along the project boundary lines that are less restrictive than R-4 uses shall not be in conflict with those allowed in adjoining or opposite property. To this end the city planning and zoning commission may require, in the absence of an appropriate physical barrier, that uses of at least intensity or a buffer of open space or screening be arranged along the borders of the project.
 - c. After final approval and zoning by the city council, a plan of the planned residence district, showing building lines, building locations, common land, streets, easements, utilities and other applicable items shall be filed with the zoning administrator and maintained as a permanent part of the records of the city. The applicant for the planned residence district may also record or file such plan in the office of the county recorder.
 - d. In their review of the plan, the city planning and zoning commission and city council may consider any deed restrictions or covenants entered into or contracted for by the developer concerning the use of common land or permanent open space. For purposes of this section, common land shall refer to land dedicated to the public use and to land retained in private ownership but intended for the use of the residents of the development unit or the general public.
 - e. No permit for any commercial structure or building shall be issued until at least 25 percent of the planned residence district in question is developed for residential uses.

- (4) *Land use and density requirements.*
 - a. No more than 15 percent of the total area of the planned residence district may be used for commercial uses.
 - b. The lot area per familyunit in any one- and two-familyunit areas in the planned residence district shall be the same as in the R-4 residence district.
 - c. Lot area requirements in the multiple-familyunit area of the planned residence district shall be the same as in the R-4 residence district.
 - d. All density requirements shall be computed on a total area basis using private streets and drives, common open space, park areas, recreation areas and offstreet parking areas, as well as building site areas.

- (5) *Modifications to plans.*

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- a. *Major.* All changes, modifications and amendments in the various plats and plans required for R-P development, deemed to be substantial by the planning and zoning staff after city approval of such plats and plans, shall be resubmitted and considered in the same manner as originally required. Examples of major changes include but are not limited to the following: land use changes, increased densities and street location or size.
- b. *Minor.* Minor changes, modifications and amendments in the various plats and plans required for R-P development shall be administratively reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. The council may approve such change, or may determine that the magnitude of the change is significant in nature and require that the appropriate plat or plan be resubmitted and considered in the same manner as originally required. Changes pertaining to the location, construction or replacement of signs shall be administratively reviewed and approved by the planning and zoning staff. If the staff deems that the sign changes are significant in nature, it may submit the proposal to the council for review and approval.

(Code 1971, § 32-42)

Sec. 29-159. - HCG Highway corridor and greenbelt overlay zoning district.

- (a) *Boundaries.* The highway corridor greenbelt (HCG) overlay zoning district boundaries are shown on the HCG Master Plan and legally described in Attachments to ordinance number 2000. [Said attachments are not set out at length herein but are on file in office of the city.]
- (b) *Purpose and intent.* The purpose and intent of this section is to establish a greenbelt corridor overlay district or the orderly development of properties located within the HCG overlay district. The emphasis of the greenbelt overlay district is to regulate the development within the Highway 58 and Greenhill Road Corridor and the West Lake area in order to promote the health, safety and welfare of the citizens of Cedar Falls, Iowa. New structures, certain modifications to existing structures that require building permits and certain site improvements shall conform to this section. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern, except as otherwise expressly provided in this section.
- (c) *Definitions.* The following definitions shall apply only for the purposes of this section:
 - (1) *Landscaped area.* An area not subject to vehicular traffic, which consists of living landscape material.
 - (2) *Vehicular use areas.* All areas subject to vehicular traffic including, but not limited to, accessways, driveways, loading areas, service areas, and parking stalls for all types of vehicles. This definition shall not apply to covered parking structures or underground parking lots.
 - (3) *Overstory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of at least 30 feet, and having a trunk that may, at maturity, be kept clear of leaves and branches at least eight feet above grade.
 - (4) *Understory tree.* A self-supporting woody plant having at least one well defined stem or trunk and normally attaining a mature height and spread of less than 30 feet.
 - (5) *Shrub.* A woody or perennial plant with multiple stems.
 - (6) *Living landscape.* Low growing woody or herbaceous ground cover, turfgrasses, shrubs, and trees.
 - (7) *Screen.* An area of planting which provides an effective visual barrier. For a single row the screen shall consist of spruce, firs, or pines spaced at a maximum spacing of 15 feet or a

double staggered row of spruce, firs, or pine spaced at a maximum spacing of 20 feet within each row; for arborvitae and juniper the spacing shall be a double staggered row with maximum spacing of ten feet within each row, or a single row with maximum spacing of six feet.

- (8) *Parking strip.* That portion of city-owned property between the curb line, shoulder line or traveled portion of the roadway or alley and the private property line.
- (9) *On-premise signs.* A sign on the same property as the activity it advertises.
- (10) *Off-premise signs.* A sign not entirely on the same property as the activity it advertises.
- (d) *Administrative regulations.* The provisions of this section shall constitute the requirements for all zones that lie within the boundaries of the highway corridor greenbelt overlay district. This section shall apply to all new construction, a change in use, or the following alteration or enlargement:
 - (1) In commercial or residential zones or for commercial or residential uses in those zones a ten percent increase in total area or 1,000 square feet, whichever is less.
 - (2) For industrial uses in manufacturing zones, but not for any commercial or residential use in manufacturing zones, a 20 percent increase in total area or 3,000 square feet, whichever is less.

In addition to the above, this section shall also apply to all sites being developed for the provision of parking as a primary use or for any improvement which results in the provision of or an increase in parking.

Expansion of existing uses. For existing commercial and residential uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	Shall require that:
10% - 20% addition or 1000 square feet	25% of ordinance requirements be provided
21% - 40% addition or 2000 square feet	50% of ordinance requirements be provided
41% - 50% addition or 2500 square feet	75% of ordinance requirements be provided
51% addition or 2501 square feet	100% of ordinance requirements be provided

For existing industrial uses which will be expanding the following amounts of the ordinance requirements relating to total points and total landscape area shall be applied to the project dependent upon the total size of all additions since November 1, 1992:

<i>The lesser of:</i>	<i>Shall require that:</i>

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20% - 39% addition or 3,000 square feet	25% of ordinance requirements be provided
40% - 50% addition or 4,000 square feet	50% of ordinance requirements be provided
51% - 60% addition or 5,000 square feet	75% of ordinance requirements be provided
61% addition or 5,001 square feet	100% of ordinance requirements be provided

For projects as indicated above, no certificate of occupancy or building permit shall be issued unless such development project is found to be in conformance with this section.

(e) *Landscape requirements:*

(1) *Submittal procedures.*

- a. Submittals for landscape approval shall include a separate planting plan showing species, type, size, and number of plantings; a site plan drawn to a scale not more than 1"=100' showing total area and total landscaped area and any supplementary information as required to demonstrate conformance to the landscape requirements. Any deviations from the approved landscape plan must receive approval from the Department of Developmental Services of the City of Cedar Falls, Iowa, prior to installation.
- b. Each submittal shall include fiscal arrangements by bond, certificate of deposit, or a nonrevocable letter of credit payable to the City of Cedar Falls, Iowa, to ensure that the landscaping will be installed. Said city may at its discretion accept other evidence of ability to pay. The fiscal arrangements shall reflect the cost of required landscaping not yet in place to ensure that such landscaping will be installed. The submittal must also grant said city or its licensed and contracted agent the right to enter upon the land for the purposes of installing the required landscaping, in the event that such landscaping is not in place by the date specified in the agreement. Such fiscal arrangements shall be released when landscape installation is verified.

(2) *Measured compliance.* The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

<i>Overstory trees</i>	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points
<i>Understory trees</i>	
2 inch caliper or greater	40 points

1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points
<i>Shrubs</i>	
5 gallon or greater	10 points
2 gallon or greater	5 points
<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(3) *Minimum requirements for designated zones:*

- a. *"R" zones and residential uses.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings. The yard shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of the landscaped area.
- b. *"C-3" commercial zone.* The minimum required landscape area shall be 65 percent of the lot exclusive of buildings and parking. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .05 points per square foot of landscaped area.
- c. *"C" and "M" zones.* The minimum required landscape area shall be 25 percent of the total lot area. The landscape area shall be planted with a combination of trees and shrubs to achieve a minimum of .04 points per square foot of total lot area.
 - 1. For commercial and industrial lots exceeding one acre in size, the minimum required landscape area shall be 25 percent of the total lot area. The landscaped area shall be planted with a combination of trees and shrubs to achieve a minimum of .03 points per square foot of total lot area. In addition to said requirements, a 50 point reduction in minimum total landscape points required will be allowed based on each percentage

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point of green space (grass) provided in excess of the 25 percent required minimum. However, the total number of points reduced shall not exceed the following:

200 points	—	1.00 to 2 acres
400 points	—	2.01 to 3 acres
800 points	—	3.01 to 4 acres
1,200 points	—	4.01 to 5 acres
1,600 points	—	5.01 to 6 acres
2,000 points	—	6.01 to 7 acres
Etc.	—	Etc.

There shall be no reduction of required landscaping points for sites less than one acre in area.

(4) *Additional landscaping requirements.* The following additional landscaping requirements apply to all zones:

a. *Vehicular use areas.*

1. For vehicular use areas greater than 6,000 square feet, an area equivalent to a minimum of five percent of the total vehicular use area shall be landscaped. The required landscape area shall be located within the vehicular use area.
2. For vehicular use areas 6,000 square feet or less, a combination of trees and shrubs shall be planted in either the vehicular use area or within five feet of the perimeter or both to achieve the minimum landscape points as required by the underlying zone.
3. Tree spacing shall be such that no designated parking space is more than 50 feet from the trunk of a tree.
4. There shall be sufficient barriers to protect all landscaped areas from vehicular damage.
5. Wherever a parking area is located adjacent to the greenbelt boundary the parking area shall be separated from the boundary line by a landscaped area(s) of a width no less than eight feet measured perpendicular to the boundary. This area must contain an effective visual screen for a minimum of eighty percent of that parking area. This screen must be at least six feet in height, and may be achieved through the use of landscaped berms and/or plant materials. If plant materials are used to achieve this screen there will be one point assigned per linear foot of the screen, no individual plant points will be assigned for this screen.
6. The vehicular use area must terminate at least five feet from any exterior building wall. Exceptions may be made where it is necessary to cross the nonvehicular use area to

gain access to the building(s) and for drive up facilities such as banks and restaurants.

7. All trees in the interior of the vehicular use area shall be two inch caliper or greater measured six inches above grade at the time of planting.
 8. Areas less than 40 square feet in size or having an average dimension of less than three feet, shall not be included for purposes of calculating the required landscape area in the vehicular use area.
- b. *Maintenance.* The owner of the real estate contained in this zoning district shall be solely responsible for the maintenance of any and all landscaping. This maintenance shall include but not be limited to removal of litter, pruning, mowing of lawns, adequate watering for all growing plant life, weeding, and replacement, as necessary, in order to preserve the landscaping plan as approved by this section. A maintenance agreement and right to enter agreement shall be signed prior to a building permit and occupancy permit being issued.
 - c. *Street tree planting.* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the provision of trees, and planting shall comply with guidelines established by the Park and Grounds Maintenance of the Cedar Falls Park Division. If circumstances do not allow planting within the city parking area, street tree points shall be provided along the perimeter of the applicant's property.
 - d. *Residential development.* For one and two **familyunit** residential development in zoning districts other than residential zones, the residential requirements of this section shall apply.
 - e. *Point distribution.* A minimum of 65 percent of all required points shall be achieved through tree plantings. A minimum of ten percent of all required points shall be achieved through living landscape other than trees.
 - f. *Reduction of landscaped area.* A point score in excess of that required may be used to reduce the required landscaped area at a rate of one square foot per excess point up to a maximum reduction of 25 percent.
 - g. *Screening.* For any use that is oriented away from the Highway Corridor Greenbelt Boundary a screen shall be installed along the lot line adjacent to the boundary. There will be no individual tree points given for this screen. The screen will receive three points per linear foot if the trees are greater than six feet in height at the time of planting. The screen will receive one point per linear foot if the trees are greater than four feet in height at the time of planting. In no case shall the trees be less than four feet at the time of planting.
- (f) *Sign regulations; general prohibition:* No person, firm, or corporation shall develop, install, locate, or construct any sign within the HCG overlay district except as expressly authorized in this section. The provisions of this section shall apply in addition to any other zoning district in which land may be classified and that such lands may be used as permitted by such other districts. In the case of conflict the most restrictive provisions shall govern except as otherwise expressly provided in this section.
- (1) *Permitted signs.*
 - a. *On-premise signs.*
 1. In residential, "S-1" and "A-1" districts only those signs permitted in the underlying districts shall be allowed.
 - (2) *Commercial C-1.*
 - a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 square feet on each face and not to exceed 20 feet in overall height. If more than two faces are used the area of each side shall be reduced proportionately.

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- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall sign exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part signs painted on awnings shall be considered as wall signs.

(3) *Commercial "C-2" and all other zoning classifications:*

- a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 feet in height with an area not to exceed the smaller of the following:
 - 1. Two square feet for each foot of street frontage.
 - 2. 250 square feet.

If more than two faces are used the area of each side shall be reduced proportionately. For multiple businesses under common ownership that share common parking, access, or structures they shall comply with this section as if a single business.

For multiple businesses under diverse ownership that share common parking, access, or structures they shall be allowed one freestanding sign per use if the following conditions are met:

- 1. The additional freestanding sign shall not be located closer than one hundred fifty feet to any other freestanding sign.
 - 2. The maximum combined area of all freestanding signs on the site shall not exceed the allowed area for a single freestanding sign in that zone.
 - 3. A sign plan showing square footage or proposed signs for each parcel be submitted for the entire site prior to sign permit approval.
- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall signs exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part, signs painted on awnings shall be considered as wall signs.
 - c. *Direction signs.* Each use shall also be allowed directional signs as necessary to facilitate the orderly flow of traffic with a maximum area of six square feet each. A logo is permitted on the directional signs, but shall not exceed ten percent of the total sign area. These signs are for directional, not advertising purposes. The square footage of directional signs shall not be included in the calculation of the allowable square footage of other signage.
 - d. *Menu signs.* For drive-up menu signs for ordering, only one single sided menu sign shall be allowed with no advertisement on the back of the sign permitted. This sign shall have a maximum area of 32 square feet. The square footage of menu signs shall not be included in the calculation of the allowable square footage of other signage.
 - e. *Roof signs.* Roof signs shall be allowed in place of the wall sign only when both of the following conditions are met:
 - 1. Insufficient area for a wall sign;
 - 2. The building has a pitched roof and the roof sign does not project higher than the peak of the roof.
 - f. *Off-premise signs.* Off-premise signs shall not be allowed in the overlay district.

- (4) *Additional sign regulations.* Freestanding signs shall be allowed in the front yard or the yard furthest from the HCG boundary. Freestanding signs as set forth in this ordinance shall be allowed in the yard closest to the HCG boundary only when they conform as listed:

- a. The signs shall have a maximum height of 25' above the surface of the highway or a maximum height of 40' above the grade on which they are mounted, whichever is less.
- b. Each sign shall have a pole covering in proportion to its size. The covering shall be at least 50 percent of the sign cabinet face width. The construction material of the covering shall be compatible with the construction material of the building.
- c. When a business ceases operation the on-premise signage shall be removed by the owner according to the following schedule:

Sign or sign cabinet — within 180 days

Supporting structure — within 1 year

When off-premise advertising is bare or in disrepair for a period of 90 days it shall be removed. If it is bare or in disrepair for a period of one year the structure shall be removed.

- (5) *Prohibited signs.* The following signs are not considered appropriate within the HCG overlay district and shall not be permitted:
 - a. Portable signs.
 - b. Signs painted directly on buildings.
 - c. Signs painted on bus benches.
 - d. Billboard signs.
 - 1. Billboard signs in existence within the district at the time of enactment of this section shall be permitted to remain as legal nonconforming uses in the underlying zoning district. Existing billboards may be maintained and repaired but not enlarged in area or in height nor reconstructed or replaced. Furthermore, if said existing billboard is damaged to an extent more than 50 percent of its fair market value it shall not be repaired, reconstructed, or replaced.

(Ord. No. 2000, § 1, 1-11-93; Ord. No. 2066, § 1, 9-12-94; Ord. No. 2139, § 1, 5-31-96)

Sec. 29-160. - CHN, College Hill Neighborhood overlay zoning district.

General Regulations

- (a) *Boundaries.* The College Hill Neighborhood zoning district (CHN District) boundaries are shown in the College Hill Neighborhood Master Plan and legally described in Attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (b) *Purpose and intent:* The purpose of the College Hill Neighborhood overlay zoning district is to regulate development and land uses within the College Hill Neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.

The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.

- (c) *Definitions.*

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- (1) *Bedroom*: A room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.
- ~~(2) *Boardinghouse*: A building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.~~
- (32) *Change in use*: Change in use shall include residential uses changed from single-familyunit to two-familyunit or two-familyunit to multi-familyunit or to any increase in residential intensity within a structure (i.e. change from duplex to fraternity house). The term shall also apply to changes in use classifications (i.e. residential to commercial).
- ~~(4) *Dwelling, multiple, also multi-family*: Means a residence designated or occupied by three or more families with separate housekeeping and cooking facilities for each; also three or more dwelling units.~~
- ~~(5) *Dwelling unit*: A room or group of rooms which is arranged, designed or used for human living quarters for the occupancy of one family, containing bathroom and kitchen facilities.~~
- ~~(6) *Family*: Means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain more than four persons.~~
- (37) *Fraternity/sorority*: Residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one familyunit.
- (48) *Greenway*: Open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.
- (59) *Landscaped area*: An area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.
- (640) *Lot split, property transfer*: Not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property." [])
- (744) *Neighborhood character*: The College Hill Neighborhood area is one of Cedar Falls' oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-familyunit residential neighborhood surrounding the campus area has been transformed into a mixture of single-familyunit, duplex and multiple familyunit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e. R-2, R-3, R-4, Residential and C-3, commercial districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this ordinance to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:

- a. Overall bulk/size of the building;
- b. Overall height of the building;
- c. Number of proposed dwelling units in comparison to surrounding properties;
- d. Lot density (lot area divided by number of dwelling units);
- e. Off-street parking provision;
- f. Architectural compatibility with surrounding buildings.

(842) *Parking area:* That portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

(943) *Parking lot:* That area improved and designated or commonly used for the parking of three or more vehicles.

(1044) *Parking space, also parking stall:* An area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

(115) *Premises:* A lot, plot or parcel of land including all structures thereon.

(126) *Residential conversion:* The alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.

~~(17) *Rooming house:* An owner occupied or manager occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, bed and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.~~

~~(18) *Rooming unit:* Any habitable room or group of adjoining habitable rooms located within a dwelling and collectively form a single dwelling unit with facilities, which are used or intended to be used primarily for living and sleeping by a single family.~~

(193) *Structural alteration:* Any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.

(1420) *Substantial improvement:* Any new construction within the district or any renovation of an existing structure, including the following:

- a. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-familyunit residence shall be considered a substantial improvement. Bedroom additions to single-familyunit residences shall not be considered to be a substantial improvement.
- b. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
- c. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-familyunit residential structures without requiring additional on-site parking.

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- d. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
- e. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
- f. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
- g. Any construction of a detached accessory structure measuring more than 300 sq. ft. in base floor area for a residential or commercial principal use.
- h. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
- i. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chain link fences, wooden or vinyl privacy fences shall be exempt from these provisions.
- j. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(d) *Administrative review.*

- (1) Applicability. The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill Neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
 - a. Any substantial improvement to any residential, commercial or institutional structure, including churches.
 - b. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
 - c. Any new building structure including single-family unit residences.
- (2) In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.
- (3) Submittal requirements. Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application

accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.

- a. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided.
- b. Building floor plans;
- c. Building materials;
- d. Dimensions of existing and proposed exterior building "footprint";
- e. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including but not limited to building height, roof design, number and location of doors and windows and other typical facade details;
- f. Property boundaries, existing and proposed building setbacks;
- g. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
- h. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
- i. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
- j. Trash dumpster/trash disposal areas;
- k. Storm water detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the City of Cedar Falls Planning and Zoning Commission and the City Council to determine if the submittal meets all ordinance requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

(e) *District requirements and criteria for review.*

(1) Minimum on-site parking requirements.

- a. *Single-familyunit residence*: Two parking stalls per residence.
- b. *Two-familyunit residence*: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
- c. *Multi-familyunit residence*: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- d. *Boardinghouse/rooming house*: Five stalls plus one stall for every guest room in excess of four guest rooms.

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- e. *Fraternity/sorority*: Five parking stalls plus one stall for every two residents in excess of four residents.
- f. Where fractional spaces result, the number required shall be the next higher whole number.
- g. *Bicycle accommodations*: All new multi-familyunit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is 2 bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.

(2) Parking lot standards:

- a. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 29-177 of the Zoning Ordinance. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate storm water absorption rates, subject to city engineering review and approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.
- b. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - 1. *Peripheral landscaping*. All parking lots containing three (3) or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.
 - 2. *Exceptions*:
 - (a) Peripheral landscaping shall not be required for single-familyunit or two-familyunit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three (3) or more parking stalls is established in the rear yard of a two-familyunit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.

- (b) Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple familyunit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
 - (c) Underground or under-building parking lots.
 - (d) Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
3. *Internal landscaping.* All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one over-story tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
 4. *Exceptions:* Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
 5. *Parking Garages or Parking Ramps:* All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.
 6. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
- c. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
 - d. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single familyunit or two familyunit residence. For all other uses, a single driveway no more than 18 feet in width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.
 - e. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the

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parking/ driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.

- f. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased storm water run-off/possible storm water detention.

(3) Storm water drainage:

- a. Storm water detention requirements as outlined in City Code Section 27-405 and in Section 29-87 of the Zoning Ordinance shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-familyunit residence; a two-familyunit residence; or a multi-familyunit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.
- b. Soil erosion control: At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.

(4) Open space/landscaping requirements:

- a. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning ordinance. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on-site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
- b. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
- c. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single familyunit, two-unit or multi-familyunit residential structures in residential or commercial districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery,

subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to commercial uses or commercial structures established in the C-3, commercial district.

- d. Measured compliance: The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill Neighborhood overlay district with the exception of commercial uses in the C-3 commercial business district, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Over-Story Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points

<i>Under-Story Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points

<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points

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<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

(5) Fences/retaining walls:

- a. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 29-86 of the Zoning Ordinance. Zoning/land use permits shall be required for fences erected within the district.
- b. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
- c. Retaining walls may be installed on property as a measure to control soil erosion or storm water drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.

(6) Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 sq. ft. in base floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 29-115 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 sq. ft. in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.

(7) No existing single-familyunit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.

(8) No duplex (two-familyunit) or multi-familyunit dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.

- (9) No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the "receiving" property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the "sending" property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
- (10) Site plan revisions/amendments: All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include but are not limited to changes in building location, building size, property size, parking arrangements, enlarged or modified parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.
- (11) Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
- a. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right of way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes: (1) visual screening; and (2) containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (f) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-family unit residences that, in the judgment of the city planner, substantially alters the exterior appearance or character of permitted structures shall require review and approval by the Cedar Falls Planning and Zoning Commission and City Council.
- (1) *Criteria for review:*
- a. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
- b. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
- c. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
1. Maintaining similar roof pitch.
 2. Maintaining similar building height, building scale and building proportion.
 3. Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.

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- d. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
- e. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
- f. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
- g. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.

(2) *Building entrances for multi-familyunit residential dwellings.* Main entrances should be clearly demarcated by one of the following:

- a. Covered porch or canopy.
- b. Pilaster and pediment.
- c. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.

(3) *Building scale for multi-familyunit residential dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:

- a. Bays and projections should be at least 6 feet in width and at least 16 inches, but not more than 6 feet, in depth. Recesses should be at least 6 feet in width and have a depth of at least 16 inches.
- b. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns, the addition of balconies, variation in the building or parapet height or variation in architectural details such as decorative banding, reveals or stone accents.

(4) *Building scale for commercial buildings.* The width of the front façade of new commercial buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:

[Insert illustration/find commercial building examples]

- a. Each module should be no greater than 30 feet and no less than 10 feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings 3 or more stories in height the width module may be increased to 40 feet.
- b. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
- c. Each module should be distinguished from the adjacent module by at least one of the following means:
 - 1. Variation in material colors, types, textures
 - 2. Variation in the building and/or parapet height
 - 3. Variation in the architectural details such as decorative banding, reveals, stones or tile accent

4. Variation in window pattern
5. Variation in the use of balconies and recesses.

(5) *Balconies and exterior walkways, corridors and lifts serving multi-familyunit residences.*

- a. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
 1. Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
 2. Unpainted wooden materials are expressly prohibited.
 3. Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
 4. The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
 5. Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.
 6. Exterior corridors may not be located on a street-facing wall of the building.
- b. Exterior fire egress stairways serving second floor or higher floors of multi-familyunit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.

(6) *Building materials for multi-familyunit residential dwellings.*

- a. For multiple familyunit dwellings, at least 30% of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
 1. Window and door trim that is not less than 3 inches wide.
 2. Corner boards that are not less than 3 inches wide unless wood clapboards are used and mitered at the corners.
 3. Frieze boards not less than 5 inches wide, located below the eaves.

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- b. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
 - c. In those cases where the developer of the property chooses not to utilize at least 30% masonry finish as specified above, the developer shall be required to incorporate building scale specifications outlined in subsection (f)(3) of this section, pertaining to articulation of bays, projections and recesses.
 - d. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
 - e. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.
 - f. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least 3 additional feet.
 - g. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (g) *Commercial district.* The College Hill Neighborhood commercial district is defined by the boundaries of the C-3, commercial zoning district. The district is made up primarily of commercial uses as the principal uses on individual properties. However, some properties are occupied or may be occupied in the future by residential uses that serve as the principal permitted use on individual properties. Residential uses established on individual properties as the principal use are to be discouraged due to the limited area available for commercial uses. In some cases residential uses may be contained within principal commercial uses and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.
- (1) Principal permitted residential uses are allowable within the district subject only to planning and zoning commission and city council review and approval. In general, principal permitted residential uses are to be discouraged from being established within the commercial district due to the limited area available for commercial establishments. In those cases where a residential use is permitted and said use serves as the principal use on an individual property, that residential use will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4, Residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any principal permitted residential use shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4, Residential district.
 - (2) Secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed. On-site parking will not be required for secondary, accessory residential uses. No accessory or secondary residential use may be established on the main floor or street level floor of any storefront or commercial shop front of a principal permitted commercial building structure within the C-3, commercial district. Planning and zoning commission and city council review relating to the establishment of secondary or accessory residential uses shall not be required unless the property owner proposes to utilize any portion of the ground floor area of a commercial use on a property for residential purposes.
 - (3) Conditional uses. The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- a. Printing or publishing facility;
 - b. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - c. Home supply business.
- (4) Prohibited uses. In all cases the following uses will not be allowed within the C-3, commercial district either as permitted or conditional uses:
- a. Lumber yards;
 - b. Used or new auto sales lots and displays;
 - c. Auto body shop;
 - d. Storage warehouse or business;
 - e. Mini-storage warehouse;
 - f. Sheet metal shop;
 - g. Outdoor storage yard;
 - h. Billboard signs.
- (5) Signage. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a free-standing pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of the Cedar Falls Zoning Ordinance, with the exception that excessively tall free-standing signs (i.e., 30 feet or more in height) shall not be allowed.

Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

(Ord. No. 2797, § 1, 9-23-13)

Editor's note— Ord. No. 2797, § 1, adopted Sept. 23, 2013, repealed § 29-160, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, § 29-160 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-161. - MPC, Major thoroughfare planned commercial district.

- (a) *Purpose and intent*: The major thoroughfare planned commercial zoning district is intended to provide for the orderly growth and development of land immediately adjacent to University Avenue and other transportation corridors and in similarly situated portions of Cedar Falls. The district is intended to permit the development of a mixture of residential, institutional, professional office and commercial oriented land uses in a manner that will result in minimal negative impacts upon adjacent low density residential zoning districts or residential uses.

It is also intended that development within the district will conform to sound land use planning and building design principles as outlined herein. Specific planning objectives include:

- A. To establish uses that do not overburden or conflict with available public infrastructure including, but not limited to, sanitary sewer, storm sewer services, or traffic flow and access patterns.

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- B. To establish effective and efficient pedestrian and traffic circulation patterns within the development site while also providing sufficient on-site parking areas.
 - C. To provide minimum standards for open space and landscaping areas within the development site in order to enhance the appearance of the community.
- (b) *Principal permitted uses:*
- (1) The following land uses may be allowed:
 - Multi-family unit residences not to exceed a density of ten units per acre.
 - Funeral homes.
 - Hotels/Motels in which retail shops may be operated for the convenience of the occupants of the building.
 - Any professional office or professional service activity.
 - Any local retail business or service establishment such as:
 1. Animal hospital or veterinary clinic, provided all phases of the business conducted upon the premises be within a building where noises and odors are not evident to adjacent properties.
 2. Antique shop.
 3. Apparel shop.
 4. Bakery whose products are sold only at retail and only on the premises.
 5. Financial institution.
 6. Barbershop or beauty parlor.
 7. Bicycle shop, sales and repair.
 8. Bookstore.
 9. Candy shops, where products are sold only at retail and only on the premises.
 10. Clothes cleaning and laundry pickup station.
 11. Collection office of public utility.
 12. Dairy store, retail.
 13. Dance or music studio.
 14. Drapery shop.
 15. Drugstore.
 16. Florist and nursery shop, retail.
 17. Fruit and vegetable market.
 18. Furniture store.
 19. Gift shop.
 20. Delicatessen.
 21. Hardware store.
 22. Hobby shop.
 23. Household appliances, sales and repair.
 24. Jewelry shop.

25. Key shop.
26. Launderette.
27. Locker plant for storage and retail sales only.
28. Music store.
29. Paint and wallpaper store.
30. Post office substation.
31. Photographic studio.
32. Radio and television sales and service.
33. Restaurant.
34. Shoe repair shop.
35. Sporting goods store.
36. Tailor shop.

(2) *Expressly prohibited uses:*

- auto repair shops or auto sales lots
- storage warehouse
- lumberyards
- taverns
- mobile home parks
- any light manufacturing, fabricating or assembly use
- gasoline station
- off premise billboard signs

- (c) *Land use approval guidelines:* Specifically permitted land uses may be limited in size upon site plan review by the planning and zoning commission and city council if it is determined that the proposed development will overburden local infrastructure services (i.e. sanitary sewer, storm sewer, utilities) or if the projected traffic demand will conflict or interfere with normal traffic flow patterns on adjacent roadways.
- (d) *Method of approval:* Submittal of a request to zone or rezone one or more parcels of land to the major thoroughfare planned commercial district (MPC) shall be accompanied by a detailed development site plan. In addition, site plans shall be accompanied with traffic demand analyses, detailed descriptions of storm water runoff control measures, and estimated sanitary sewer load estimates. Zoning approval shall coincide with development site plan approval by the planning and zoning commission and the city council.
- (e) *Site plan revisions:* If, in the judgment of the city planner, substantial or major changes are made to the site plan at the time of building permit application the site plan shall be resubmitted to the planning and zoning commission in the manner of the original application.

Major site plan changes shall include, but not be limited to, building location, building size, reduction in parking area, reduction in building setbacks, or reduction of open space or landscaped areas. Land use changes that require increased parking areas or that generate excessive traffic demand shall also be considered to be a major change.

- (f) *Minimum site development requirements:* Development within the MPC district shall be reviewed and approved by the planning and zoning commission and shall meet the following requirements:

(1) *Building setbacks:*

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Front yard setback: 25 feet.

Side yard setback: 10 feet, unless the development abuts a residential zone or residential use at the time of development, in which case not less than 20 feet.

Rear yard setback: 20 feet unless the development abuts a residential zoning district or residential use in which case not less than 30 feet.

- (2) *Minimum lot width:* 150 feet, except in those situations where a single lot containing less than the minimum required lot width is located between parcels zoned for commercial purposes.
- (3) *Open space requirements:* The required yards (i.e. building setbacks) as specified herein shall be maintained as open landscaped areas and shall consist primarily of grass or other vegetative material. No portion of any building or parking area shall be permitted within the required yard area. Accessways or driveways will be permitted across the front yard area but shall not be permitted across the side yard or rear yard area.

In addition to the open landscaped space provided by the required yards, those parcels or development sites exceeding one acre in total area shall provide open landscaped areas on at least five percent of the site. The additional five percent area shall be calculated for that portion of the property or development site exclusive of the required yard areas.

- (4) *Landscaping requirement:* A minimum of .04 points per square foot of total lot area or total development site area must be achieved with planting of a combination of trees and shrubs. The measured compliance table outlines the point schedule.
- (5) *Street tree planting:* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the establishment of trees. Planting shall comply with guidelines established by the City of Cedar Falls Park Division.
- (6) *Measured compliance:* The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory Trees:

4 inch caliper or greater 100 points

3 inch caliper or greater 90 points

2 inch caliper or greater 80 points

Understory Trees:

2 inch caliper or greater 40 points

1½ inch caliper or greater 30 points

1 inch caliper or greater 20 points

Shrubs:

5 gallon or greater 10 points

2 gallon or greater 5 points

Conifers:

10 foot height or greater 100 points

8 foot height or greater 90 points

6 foot height or greater 80 points

5 foot height or greater 40 points

4 foot height or greater 30 points

3 foot height or greater 20 points

- (7) *Building design:* The architectural character, building materials and exterior colors of all proposed buildings shall be compatible with adjoining or nearby structures. The planning and zoning commission shall have the authority to review all building design components.
- (8) *Screening requirements:* Any permitted use established within the district shall provide an effective visual screen or barrier if the use or property abuts a residential zoning district or residential use property. The screen may consist of vegetative material, brick or wooden wall or fence materials or a dirt berm measuring, at the time of installation, at least eight feet in height. The screen shall be located at the property line.
- (9) *Parking requirements:* Any permitted use established within the UPC district shall meet on-site parking requirements as outlined in section 29-177 of the Zoning Ordinance.
- (10) *Building height:* Maximum of 30 feet as measured from finished grade to the peak of the roof. However, building height may be increased if building setbacks are increased proportionately.
- (11) *Signage:* Uses within the MPC district will be allowed, upon sign permit approval, to install on-site signs that do not exceed the following criteria:
 - a. Accessory wall signs not to exceed ten percent of the surface area of any single wall to which the signs are affixed.
 - b. Directional signs limited to one sign per curb cut and limited in size to six square feet in area and no taller than four feet in height.
 - c. Accessory freestanding signs as follows:
 - 1. Monument signs no taller than six feet in height nor larger than 40 square feet in area.
 - 2. Number of signs limited to one sign per separate principal permitted structure.
 - 3. No off-premise signs are permitted.
- (12) *Outdoor storage:* No outdoor merchandise displays or storage of materials in an unenclosed outdoor storage area will be permitted.
- (13) *Lighting:* Any lighting used to illustrate any sign, parking area, or any portion of the premises shall be situated in such a manner that the light is reflected from adjoining residential premises.

(Ord. No. 2037, § 1, 12-13-93)

Sec. 29-162. - PO-1, Professional Office District.

- (a) *Purpose and intent:* The purpose of the following provisions are to promote and facilitate the development of comprehensively planned campus-like office parks with high quality building design, careful site planning, and neighborhood compatibility which are harmoniously designed to complement surrounding areas.
- (b) *Definition and locational criteria:* The Professional Office District is established to promote low intensity business activity areas. Said district may be established within existing high density residential districts, in commercial districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for professional office uses.

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- (c) *Minimum site plan:* In order to develop a comprehensively Planned Office District, a minimum site area of two acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Principal permitted uses* The following uses or similar uses are permitted:
 - (1) Professional services, administrative offices.
 - (2) Medical offices and facilities.
 - (3) Educational, vocational facilities.
 - (4) Recreational clubs with indoor facilities.
 - (5) Limited retail commercial or food services primarily intended to serve the needs of business tenants, and employees within the identified office district.
 - (6) Telemarketing offices.
 - (7) Financial services.
 - (8) Television, radio studios, not to include attendant transmitting stations or towers exceeding the maximum height allowed within the district.
- (e) *Prohibited uses:* The following uses or similar uses are prohibited:
 - (1) Commercial uses designed on a scale intended to serve the general community. Examples would be grocery store, movie theatre, larger retail center, service station, furniture store, etc.
 - (2) Funeral homes.
 - (3) Residential uses.
 - (4) Group homes.
 - (5) Warehousing or shipping/transit facilities.
 - (6) Night clubs, taverns.
 - (7) Hotels, lodging facilities.
- (f) *Performance criteria:* The uses established within the district will not, in their normal operations, produce noise perceptible from the zoning district boundary line nor will the uses generate smoke, heat, glare or truck traffic. The businesses within the district will not establish outdoor storage or display areas.
- (g) *Maximum building height:* 48 feet or 4 stories, whichever is less.
- (h) *Submittal requirements:* Any person seeking approval of development within the district shall submit a detailed development site plan in conjunction with a request to establish the Professional Office District zoning on the property. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the city planning and zoning commission and city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways, sidewalks.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan.
- (6) Architectural renderings of all sides of each building.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(i) *Site development requirements.*

- (1) For comprehensively planned sites containing two acres or more a setback area of 20 feet shall be provided around the perimeter of the development site. Said setback area shall remain in open landscaped green space where no structures or parking areas shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) For interior streets or principal accessways within the interior of said development site, a 20-foot setback consisting of open landscaped green space area shall be provided adjacent to, and on both sides of, said interior public right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a ten-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) Structures established within said development site shall provide a minimum separation of 20 feet between other structures on the site.
- (4) Commercial establishments, including retail and personal services, may be integrated into the principal office park area as a minor component of the overall plan. Said uses shall be viewed as secondary and accessory to the office park development and shall not be established until at least 25 percent of the planned office development is completed.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten (10) percent of the total development site area of the district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten

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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.

- (6) **Parking areas:** In addition to the open space and landscaping requirements specified herein, tree plantings and other vegetative treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be encouraged around the perimeter of all parking areas.
- (7) **Measured compliance.** The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or	5 points

greater	
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Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (j) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
 - (1) *Proportion:* the relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - (2) *Roof shape, pitch, and direction:* the similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - (3) *Pattern:* alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - (4) *Materials and texture:* the similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - (5) *Color:* the similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - (6) *Architectural features:* architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings

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be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

- (k) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area ten percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend above the top of the wall face to which it is attached.
 - (2) *Freestanding signs*:
 - a. One main entrance sign may be located adjacent to the adjoining thoroughfare. Said sign shall be limited in overall height to 15 feet with a maximum sign area of 150 square feet.
 - b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 50 feet between said signs.
 1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
Particular uses may advertise on one but not on both types of interior freestanding side.
 - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
 - (3) Signs not permitted:
 - a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited within section 29-199.
- (l) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (m) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 1, 10-9-95; Ord. No. 2879, § 1, 9-19-16)

Sec. 29-163. - BR, Business/Research Park District.

- (a) *Purpose and intent:* The purpose of the Business/Research Park District is to provide for the establishment of planned business office and research facility parks. It is the goal of these regulations to encourage the establishment of employment and business centers that promote large scale high technology and other clean, light industries, research facilities and office centers that meet high aesthetic standards.
- (b) *Locational criteria:* The Business/Research Park District may be established in existing light industrial zoning districts as well as in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Business/Research Park.
- (c) *Principle permitted uses:* The following uses or similar uses are permitted:
 - (1) Research offices, laboratories and testing facilities provided that such facilities are entirely enclosed.
 - (2) Corporate headquarters, regional headquarters, administrative offices.
 - (3) Local service or professional service offices such as real estate, insurance, lawyers, doctors office, financial institution.
- (c-1) *Conditional uses:* The following uses are permitted within the business/research park district subject to the review and approval of the planning and zoning commission and the city council. Said review is intended to determine the compatibility of said users with principal permitted users within the BR district:
 - (1) Light manufacturing where the manufacturing activity occurs entirely within the principal structure with no outdoor storage areas established and when said use is compatible with other uses within the district.
 - (2) Limited commercial/retail uses intended to serve the needs of the business tenants/employees only. Such permitted uses would include: restaurant, health club, convenience store, retail bakery shop, gift shop, post office substation, shoe repair, photographic studio, clothes, cleaning, barbershop, hair stylist.
- (d) *Uses not permitted:*
 - (1) Any residential use.
 - (2) Warehouses including mini-storage warehouses.
 - (3) Any uses with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of inappropriate use would include: wholesaling/warehousing, motor freight terminal, auto or truck storage or repair, machine shops, cabinet shop, animal hospitals, junk/iron storage, concrete mixing, sawmill, auto assembly, manufacture of pottery.
 - (4) Transmitting stations/communication towers in excess of the district height limitations.
 - (5) Hotels and motels.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land within the Business/Research Park District shall submit a development site plan to the planning and zoning commission and the city council following approval of Business/Research Park District zoning. Development may occur on individually platted lots or a joint development may occur on common lands.

Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

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The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(f) *Site development standards:*

- (1) The following minimum building and parking lot setbacks shall apply to every building site in the district:

Front yard:	30 feet
Side yard:	10% of lot width (20 feet maximum)
Rear yard:	20 feet

No portion of a principal building, accessory structure or parking lot shall extend into said required setback areas.

- (2) *Landscaping/open space requirements:* The minimum required landscape area shall be 20 percent of the total development site area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area, exclusive of required setback areas, shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every fifteen parking stalls or 2500 square feet of hard surfaced parking space area. Said landscape trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	

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5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (g) *Design Review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - (2) *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - (3) *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - (4) *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

- (5) *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - (6) *Architectural features*: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (h) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend above the top of the wall face to which it is attached.
 - (2) Freestanding signs may include the following:
 - a. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 - b. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
Individual uses may advertise on one but not on both types of interior freestanding sign.
 - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
 - (3) Signs not permitted:
 - a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited within section 29-199.
- (i) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (j) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 2, 10-9-95; Ord. No. 2158, §§ 1—4, 9-9-96)

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

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- (a) *Purpose and intent.* The Mixed Use Residential District is established for the purpose of accommodating integrated residential and neighborhood commercial land uses on larger parcels of land for the purpose of creating viable, self-supporting neighborhood districts.

The Mixed Use Residential District strives to encourage innovative development that incorporates high-quality building design, careful site planning, preservation of unique environmental features with an emphasis upon the creation of open spaces and amenities that enhance the quality of life of residents.

- (b) *Locational criteria:* Mixed Use Residential Districts may be established in high density residential, commercial zoning districts and in undeveloped areas of the city that are indicated on the city land use plan as appropriate for Mixed Use Residential uses.

- (c) *Permitted uses:* The following uses are permitted:

- (1) Detached single-familyunit residences including manufactured housing.
- (2) Multiple familyunit dwellings.
- (3) Group homes.
- (4) Senior citizen centers/retirement communities.
- (5) Boardinghouses.
- (6) Religious institutions.
- (7) Educational facilities.
- (8) Professional offices/professional services.
- (9) Social clubs.
- (10) Recreational facilities (indoor and outdoor).
- (11) Day care facilities.
- (12) Hotels/motels.
- (13) Commercial uses including retail businesses and personal services establishments shall be permitted as limited herein:

Any use generally characterized as "neighborhood commercial" or commercial uses intended to serve surrounding residential areas. Examples of appropriate uses would include: grocery, drug store, restaurant, retail shops, gasoline station, bookstore, theatre, household appliance store, etc.

It is intended that this district be developed with a mixture of uses. Therefore, in order to attain this end an approved district development site plan shall indicate a majority of developable land area dedicated to uses other than detached single-familyunit residential development. Furthermore, no portion of a designated detached single-familyunit development may begin construction until construction has begun in other areas (i.e. multi-familyunit, commercial) of the district.

Prohibited Uses:

- (1) Billboards.
- (2) Transmitting stations/communication towers.
- (3) Warehousing, storage facilities.
- (4) Industrial uses.
- (5) Intensive commercial uses such as auto dealership, lumberyard, sheet metal, plumbing shops, recycling center, etc.

- (d) *Maximum building height:* Principal structures shall be limited to overall height of 35 feet or three stories, whichever is less. Accessory structures shall be limited to 18 feet in overall height.
- (e) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Mixed Use Residential zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Residential densities.
- (12) Natural drainageways, floodplain areas.
- (13) Municipal utility locations.
- (14) Residential recreation or park areas.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

- (f) *Site development criteria:*
 - (1) In order to develop a comprehensively planned Mixed Use District a minimum site area of ten acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
 - (2) A minimum setback area consisting of open landscaped green space measuring 30 feet in width shall be established around the perimeter of the development site. No structures or parking areas shall be permitted within said setback area. All signage shall provide a 10-foot setback

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from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and city council.

- (3) Additional setbacks shall be required within the district immediately adjacent to interior streets and principal accessways. Said minimum setbacks shall be 20 feet and shall consist of open landscape green space in which no structure or parking area shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (4) A minimum separation of 20 feet shall be maintained between principal structures established within the district. Accessory structures shall conform to the requirements as specified in section 29-115. No detached accessory structures shall be established in front yard areas.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten percent of the total development site area excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site. It is also the intent of this section that for larger residential developments common open space or park areas shall be established for the use and enjoyment of residents.

A minimum of .02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubs. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: a minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within and surrounding designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or every 2500 square feet of parking space area. Said trees shall be provided a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, and landscaped berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(6) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building

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materials, exterior materials on all sides, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion*: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - b. *Roof shape, pitch, and direction*: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - c. *Pattern*: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - d. *Materials and texture*: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - e. *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - f. *Architectural features*: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (g) *Signage*: Advertising or entrance signage shall be permitted for the various uses allowed within the district. Residential uses shall be permitted to establish signage in conformance with the general sign regulations for R-3 Residential Districts as specified in section 29-202.

Signage for commercial, professional office or institutional uses shall be allowed with the following limitations:

- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs may include the following:
 - a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
 - b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
 1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.

Particular uses may advertise on one but not on both types of interior freestanding sign.

- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - d. Signs may be illuminated with interior or exterior lighting. However, no blinking flashing or chasing lights will be permitted. Digital message signs will be permitted.
- (3) Signs not permitted:
- a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited within section 29-199.
- (h) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (i) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use or proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 3, 10-9-95; Ord. No. 2879, § 2, 9-19-16)

Sec. 29-165. - HWY-1, Highway Commercial District.

- (a) *Purpose and intent*: The purpose of the following provisions are to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.
- (b) *Definition and locational criteria*: A Highway Commercial District is a commercial project containing general service facilities on larger tracts of land intended to serve the traveling public or for the establishment of regional commercial service centers. Said districts can be established adjacent to state or interstate highway corridors at sites best suited to serve the traveling public.
- (c) *Minimum site plan*: A Highway Commercial Zoning District designation may be applied to tracts of land measuring at least two acres in area and in locations clearly intended to service an adjacent highway.
- (d) *Permitted uses*: Principal permitted uses are as follows:
 - (1) Regional shopping centers.
 - (2) Hotels, motels.
 - (3) Restaurants.
 - (4) Truck stop.

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- (5) Motor vehicle sales and display.
 - (6) Mobile home/travel trailer sales and display.
 - (7) Service stations with auto repair as a secondary use.
 - (8) Any commercial or retail use intended to serve the traveling public or a regional customer base.
 - (9) Auto repair shops.
- (e) *Prohibited uses.* The following uses and similar uses will not be permitted within the district:
- (1) Residential uses.
 - (2) Manufacturing or fabricating facilities.
 - (3) Warehousing facilities.
 - (4) Billboards.
 - (5) Transmitting station/communication towers.
 - (6) Religious or educational institutions that serve primarily the local population.
 - (7) Auto body shops as a principal use.
 - (8) Any use with physical and operational characteristics or requirements that generate substantial noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of a regional commercial service district. Examples of uses that would be considered unacceptable would include: motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair.
 - (9) Junk yards or vehicle parts yards.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership, travel trailer or mobile home display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Highway Commercial District zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks.

- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 20-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubby, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

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Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points

5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(4) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.

- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
- b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
- c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
- d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
- e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
- f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

(i) *Signage.* The following signs may be established within the District (HWY-1 Commercial):

- (1) Walls signs not to exceed in total area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case by case basis by the commission and city council. It is the intent of this subsection to limit the size, height and number of on premise signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. The following guidelines and/or limitations shall be followed when evaluating proposed on-site signage:

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- a. The maximum allowable sign height of any single freestanding sign is 40 feet. No single use is permitted more than one 40-foot tall sign. The maximum allowable square footage for all freestanding signs combined is 250 square feet for each separately developed and platted parcel.
- b. It is recommended, though not required, that signs located in the yard area nearest the adjacent major roadway be limited to a maximum height of 25 feet above the surface of the roadway or 40 feet, whichever is less.

The commission and council may deviate from this recommended standard in consideration of the following circumstances: unusually large site; ten acres or more; unusual topographic circumstances that limit visibility of signage. In no case, however, shall signs be taller than 40 feet be permitted.

- c. It is the intent of this subsection that signage permits and allowances pertaining to height and area be consistent throughout the district so that all uses are treated equally.
- (3) Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - (4) Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing, or chasing lights will be permitted. Digital message signs will be permitted.
 - (5) Signs not permitted:
 - a. Billboard signs.
 - b. Roof signs.
 - c. Signs as limited with section 29-199.
- (j) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
 - (k) *Change in use/reconstruction*: No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

(Ord. No. 2117, § 4, 10-9-95; Ord. No. 2231, § 1, 4-27-98; Ord. No. 2879, § 3, 9-19-16)

Sec. 29-166. - PC-2, Planned Commercial District.

- (a) *Purpose and intent*: The purpose of the following provisions are to promote and facilitate imaginative and comprehensively planned commercial developments which are harmoniously designed to complement the surrounding community.

It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

- (b) *Definition and locational criteria:* A Planned Community Commercial District is a predominantly commercial project containing retail and general services facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan. Said district can be established within any existing commercial zoning district or in undeveloped areas of the city that are indicated on the city land use plan as appropriate for community commercial uses.
- (c) *Minimum site plan:* A Planned Community Commercial District may be applied to tracts measuring at least ten acres in area. Smaller tracts may be applied for if the site is amenable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Permitted uses:* Principal permitted uses are as follows:
 - (1) Any use permitted within Commercial Zoning Districts unless herein limited.
 - (2) Multi-**familyunit** residential uses shall be permitted subject to site plan review. No more than 20 percent of the district may be devoted to residential uses; however, a greater percentage may be allowed if the residential development is clearly intended to serve as a buffer between the commercial development and adjacent residential neighborhoods.
 - (3) Professional offices.
 - (4) Hotels, lodging facilities.
- (e) *Prohibited uses:* The following uses and similar uses will not be permitted within the district:
 - (1) Any use with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district. Examples of uses that would be considered to be unacceptable would include: wholesaling/warehousing motor freight terminal, auto or truck repair shops, machine shops, cabinet shop, animal hospital, monument sales, recycling center, small engine repair shop, funeral parlor, mobile home sales.
 - (2) Billboards.
 - (3) Single-**familyunit** and two **familyunit** residences.
- (f) *Outdoor storage or display:* Outdoor storage or display areas generally oriented towards a public view shall be prohibited. Temporary or seasonal displays may be permitted on a limited basis only upon approval by the planning and zoning commission and the city council. Auto dealership display plans must also be reviewed by the commission and city council.
- (g) *Submittal requirements:* The owner or option purchaser of a tract of land may seek approval of a Planned Community Commercial zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the planning and zoning commission and the city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.

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- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.
- (13) Residential densities.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 30-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. This minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and the city council.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking

areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubbery, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

Overstory trees	
4 inch caliper or greater	100 points
3 inch caliper or greater	90 points
2 inch caliper or greater	80 points

Understory trees	
2 inch caliper or greater	40 points
1½ inch caliper or greater	30 points
1 inch caliper or greater	20 points

Shrubs	
5 gallon or greater	10 points
2 gallon or greater	5 points

Conifers	
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10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (4) *Design review.* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (5) *Residential component.* If the development plan contains a residential/multi-family unit component, at least 30 percent of the area devoted to said uses shall be open landscape area with the intention to reserve said area for common residential uses. Said residential structures shall be provided at least a 20-foot separation from other residential structures and at least 100-foot separation from any commercial building, accessory structure or parking lot serving the

commercial facility. Furthermore, a solid screen measuring at least eight feet in height and consisting of a combination of landscape materials and fence or wall material shall be established between the commercial area and the residential area.

- (i) *Signage*: The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
- No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
- (2) Freestanding signs may include the following:
- a. One main entrance sign may be located adjacent to the adjoining major thoroughfare. Said sign shall be limited in overall height to 20 feet with a maximum sign area of 200 square feet.
- b. Individual signs identifying specific uses may be established adjacent to interior accessways or streets. There shall be a minimum separation of 150 feet between said signs.
1. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 32 square feet.
2. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
- Particular uses may advertise on one but not on both types of interior freestanding sign.
- c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
- d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
- (3) Signs not permitted:
- a. Billboard signs.
- b. Roof signs.
- c. Signs as limited within section 29-199.
- (j) *Site plan revisions/amendments*: All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
- (k) *Change in use/reconstruction*. No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

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(Ord. No. 2117, § 5, 10-9-95; Ord. No. 2879, § 4, 9-19-16)

Sec. 29-167. - HWY-20, Highway 20 commercial corridor overlay zoning district.

- (a) *Purpose and intent.* The Highway 20 commercial corridor overlay zoning district is intended to provide enhanced development guidelines for commercial uses established in the roadway corridor situated on property located a specified distance north of Ridgeway Avenue extending southward to Iowa Highway 20 and also extending from the east city limits to the westerly city limits. The Highway 20 commercial corridor overlay district regulations strive to encourage high quality commercial development at key "entry points" into the city that will incorporate adequate open green space areas, on-site landscaping, high quality building architectural design and adequate visual screening of outdoor storage or display areas. The Highway 20 commercial corridor overlay district regulations will be applied in addition to the underlying zoning district regulations.
- (b) *Boundaries.* The HWY-20, Highway 20 commercial corridor overlay zoning district boundaries are legally described in Attachment A to this ordinance (Said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Permitted uses.* The following uses or similar uses are permitted: Any commercial use permitted in the underlying zoning districts (generally anticipated to be either HWY-1 or PC-2 commercial districts). Permitted uses are as follows:
 - (1) Regional shopping centers.
 - (2) Hotels, motels.
 - (3) Restaurants.
 - (4) Recreation vehicle/travel trailer sales, display and service; not to include manufactured housing or mobile home sales and displays.
 - (5) Vehicular service/auto repair centers.
 - (6) Any commercial or retail use intended to serve the traveling public or a regional commercial customer base unless herein limited.
 - (7) Any commercial use, including office uses, permitted in other commercial zoning districts unless herein limited.
- (d) *Prohibited uses.* The following uses or similar uses are prohibited:
 - (1) Residential uses.
 - (2) Manufacturing or fabricating facilities.
 - (3) Billboards.
 - (4) Transmitting station/communication towers.
 - (5) Warehousing facilities including mini-storage warehouses.
 - (6) Religious or educational institutions.
 - (7) Junk yards/vehicle parts yards.
 - (8) Manufactured housing/mobile home sales and display areas.
 - (9) Agricultural implement, equipment or tractor sales and display lots.
 - (10) Landscaping sales/materials storage lot as a principal permitted use. However, landscaping sales/materials lots may be established in conjunction with and accessory to a permitted commercial retail use.
 - (11) Any use with physical or operational characteristics that generate substantial noise, odor, dust, glare, heat or vibrations or of a character not compatible with the high aesthetic standards of a

regional commercial service district. Examples of uses that would be considered unacceptable would include motor freight terminal, machine shop, cabinet shop, animal hospital, small engine repair, recycling center, auto body shop.

- (e) *Conditional uses.* The following uses may be permitted within the Highway 20 commercial corridor overlay district subject to approval by the planning and zoning commission and the city council. Factors to be evaluated in consideration of allowance of the following uses will involve proposed site location relative to key entry points into the city (i.e. in the vicinity of the Hudson Road and Highway 58 intersections with Ridgeway Avenue). It is recommended that the following uses be located on properties at least 300 feet from the Hudson Road and Highway 58 right-of-way lines.
- (1) Truck stop.
 - (2) Automobile/truck sales and display.
 - (3) Service stations with auto repair as a secondary use.
 - (4) Religious facilities may be permitted if incorporated into a principal permitted commercial use where said religious component comprises less than 20 percent of the gross floor area of the permitted commercial building. Said religious uses incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
 - (5) Limited fabricating or manufacturing of products may occur on a limited basis within a principal permitted commercial building where said fabricating activity comprises less than ten percent of the gross floor area of the permitted commercial building. Said limited fabricating or manufacturing activities that are incorporated within a permitted commercial use need not abide by the separation requirements specified herein (i.e. 300 ft. from Hudson Road and Highway 58).
- (f) *Minimum building standards.* All allowable uses, including permitted and conditional uses specified herein, with the exception of restaurants, must establish minimum size building structures on the property/development site at the time of building construction following initial development site plan approval. The minimum size principal building structure, as measured in gross floor area, including all principal permitted structures, but excluding accessory structures, shall be at least 5,000 sq. ft. gross floor area for the first acre of the proposed development site (or 11.47 percent of the first acre) and 3,500 sq. ft. gross floor area (eight percent of each acre) for each additional acre over one acre in area. For those development sites less than one acre in area at the time of initial development site plan review at least ten percent of the development site shall be utilized in gross floor building area excluding accessory structures.
- (g) *Development site plan submittals.*
- (1) Prior to development or in conjunction with rezoning of any parcel of land within the Highway 20 commercial corridor overlay district a detailed development site plan must be submitted for review and approval by the planning and zoning commission and the city council. Said development site plan review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture and building architectural design. It is the intent of this section to encourage the highest standards of development at key entry points and along major roadway corridors of the city.
 - (2) The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health/safety and general welfare. All development plans must satisfy the minimum requirements specified herein. In addition, the planning and zoning commission and city council will have discretion in recommending revisions to submitted plans for those elements other than those specifically required herein.

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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

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

<i>Conifers</i>	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

(i) *Signage.*

- (1) Wall signs are not to exceed in total area 20 percent of the surface area of the single wall face to which it is affixed. No more than two wall surfaces of any single structure may be utilized for wall sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached. Multiple signs may be placed on a single wall face; however, not to exceed the specified sign area limitation.
- (2) Roof signs are prohibited.
- (3) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case-by-case basis. It is the intent of this section to limit the size, height, and number of on-premise signs with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the District. All signage plans must be approved by the planning and zoning commission and the city council.
- (4) The maximum allowable height and size of any single free standing sign is 25 feet height, 200 sq. ft. in area. The maximum sign area may be achieved with the placement of multiple sign faces on the sign structure. No more than one 25 ft. tall sign will be allowed per parcel. Smaller monument signs, measuring no more than 15 feet in overall height and 150 sq. ft. in sign area

are also permitted, with a maximum of two such signs per parcel. Directional signage, limited to six ft. [in] height and eight sq. ft. in area may be allowed with a maximum of four directional signs allowed per parcel.

- (5) In addition, no banner signs or pennant/flag signs or other temporary signs, including balloon or inflatable signs shall be permitted with the following exception: no more than two banner signs may be affixed to two wall faces (one banner per wall face) of the principal permitted building for a period not to exceed 60 days per year. This restriction does not pertain to displays of the American flag or similar state and national flags. Said flag displays, however, must be kept outside of the minimum required setback area of the site.

(j) *Building design review.*

- (1) All structures proposed to be established within the district shall be subject to architectural review. The principal area of review is exterior building materials, roof line, size and location of windows and doors, colors of materials, roof-mounted appurtenances, architectural style, facade, signage and general compatibility with existing commercial structures on adjoining properties. Standards relating to architectural conformance or compatibility with nearby existing structures as outlined in the HWY-1, highway commercial zoning district must be observed.
- (2) All development site plans shall include submittal of professionally prepared architectural renderings/elevations of all sides of all proposed structures. Specific building materials and colors of said materials must be provided.
- (3) The predominant external building materials of all structures shall be of masonry/stone/brick or similar material. Concrete materials shall be minimal. Stucco materials and/or E.I.F.S. materials are also acceptable if complemented with masonry materials. Glass materials including large window and doorway areas are encouraged. The prime "public view" wall faces of the structure (at least two wall faces), comprising at least 90 percent of said wall areas, must be made up of at least one or more of these specified preferred building materials. Sheet metal or steel sheeting wall materials are to be discouraged unless this is a minor component of the wall surface area of no more than one wall face of the building. Interior metal, steel or concrete structural building components are permitted.
- (4) Metal roof systems are permitted provided that an appropriate color scheme complementing or accenting the rest of the structure coloration is maintained.
- (5) Roof mounted facilities or service appliances (i.e. heating/cooling/communication facilities) must be adequately screened or disguised from public view.
- (6) Pole buildings, whether of metal construction or other external material, or similar structures are prohibited.

(k) *Reconstruction/replacement of structures.*

- (1) All approved building sites and structures that are substantially altered, reconstructed or replaced are subject to site plan review and approval by the planning and zoning commission and the city council as specified herein. The term "substantial or major alteration or replacement" shall mean an expansion of an existing parking area of more than 25 percent of the originally approved area. Similar 25 percent or more expansions of other approved outdoor service, storage or display areas shall be considered "substantial." Said outdoor expansions, including parking areas, will not be allowed to reduce the minimum required on-site open green space area or landscaping requirement.
- (2) The term also relates to building renovations where a previously approved structure is being enlarged or repaired/reconstructed affecting at least 25 percent of the originally approved building area (either 25 percent or more expansion of the originally approved structure or repair/reconstruction of 25 percent or more of the original building). In addition, any roof repair or replacement that involves the use of new roofing material or a change in color of said roofing material will be considered a "substantial alteration" subject to review and approval. Any revisions to the exterior facade or wall face of any structure, regardless of percentage of wall

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area, for example, changing the predominant color of the structure or replacing/changing originally approved building materials such as removing glassed areas, window areas, or replacing masonry materials with new and different materials are subject to review and approval by the planning and zoning commission and the city council.

(Ord. No. 2416, § 1, 2-24-03)

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent* . The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area and to encourage continued successful business development in the downtown Cedar Falls area, particularly in the Main Street Parkade retail and service business area extending from First Street to Sixth Street. However, the overlay district may be extended over other nearby downtown areas. The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use.
- (b) *Boundaries*. The CBD, commercial business district overlay zoning district boundaries are legally described on Attachment A to this ordinance (said attachment is not set out at length herein, but is on file in the office of the city clerk).
- (c) *Definition*.

" *Substantial improvement* " includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change the appearance, shape or configuration of the existing roof will not be considered a "substantial improvement". Any new freestanding sign, projecting wall sign, or monumental sign, or an increase in size or height of any existing freestanding sign, projecting wall sign, or monumental sign, shall be considered a substantial improvement. Owner-occupied detached single family unit residences will not be subject to these regulations.

- (d) *Permitted uses*.
 - (1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.
 - (2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any store front or shop front located within the Main Street Parkade retail and service commercial area extending from First Street south to Sixth Street and also extending at least one-half block in depth on any side street perpendicular to said Main Street Parkade area. Residential uses are encouraged to be established in upper levels of downtown commercial facilities.
- (e) *Conditional uses*. Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage

areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or generate excessive amounts of truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- (1) Auto repair shop.
 - (2) Printing or publishing facility.
 - (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
 - (4) Plumbing and heating shop.
 - (5) Sign painting shop.
 - (6) Appliance repair shop.
 - (7) Home supply business.
- (f) *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:
- (1) Lumber yards.
 - (2) Used or new auto sales lots and displays.
 - (3) Auto body shop.
 - (4) Storage warehouse or business.
 - (5) Mini-storage warehouse.
 - (6) Sheet metal shop.
 - (7) Outdoor storage yard.
- (g) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (if any), and how the proposed improvement or development will complement existing nearby uses and building design elements. In the case of emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, site plan review will not be required, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages. Owner-occupied detached single-family unit dwellings will be exempt from this provision.

On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.

- (h) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount in this review will include consideration of building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:

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- (1) *Proportion*: The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. The relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Large expanses of blank wall spaces at street level are to be discouraged.
 - (2) *Roof shape, pitch and direction*: The similarity or compatibility of the shape, pitch and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
 - (3) *Pattern*: Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.
 - (4) *Materials and texture*: The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - (5) *Color*: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - (6) *Architectural features*: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.
 - (7) *Exterior mural wall drawings, painted artwork, exterior painting*: These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single familyunit and two-familyunit residential structures within the district shall be exempt from this provision. Other multi-familyunit dwelling structures will be subject to this review.
- (i) *Signage* . Typical business signage shall be permitted without mandatory site plan review by the planning and zoning commission and city council, unless said review is mandated by ordinance requirements. All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance, except as provided for below:
- (1) Freestanding signs:
 - (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
 - (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.
 - (2) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.
- (j) *Removal or demolition of building structures*. Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with surrounding adjacent property natural grade levels. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper

germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.

(Ord. No. 2477, § 1, 5-10-04; Ord. No. 2853, §§ 1—3, 9-8-15)

Sec. 29-169. - P, public zoning district.

The P public zoning district is reserved exclusively for structures and uses of land owned by the federal government, the State of Iowa, Black Hawk County, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of developmental services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this chapter.

(Ord. No. 2545, § 1, 9-12-05)

Secs. 29-170—29-175. - Reserved.

DIVISION 3. - OFFSTREET LOADING SPACE AND PARKING AREA REQUIREMENTS^[3]

Footnotes:

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Cross reference— Stopping, standing and parking of vehicles generally, § 26-251 et seq.

Sec. 29-176. - Offstreet loading spaces.

- (a) In any district, except the C-3 commercial district, in connection with every building or part thereof erected having a gross floor area of 10,000 square feet or more which is to be occupied by manufacturing, storage, warehouse, goods display, a retail store, a wholesale store, a market, a hotel, a hospital, a mortuary, a laundry, dry cleaning or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained, on the same lot with such building, at least one offstreet loading space, plus one additional such loading space for each 20,000 square feet or major fraction thereof of gross floor area so used in excess of 10,000 square feet.
- (b) Each loading space shall be not less than ten feet in width and 25 feet in length.
- (c) Such space may occupy all or any part of any required yard or court space or such space as specifically provided for in the district in which it is located.

(Code 1971, § 32-43)

Sec. 29-177. - Offstreet parking spaces.

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(a) *Required, number.* In all districts, and in connection with every industrial, commercial, trade, institutional, recreational or dwelling use and similar uses, space for parking and storage of vehicles shall be provided on the same lot or property where said permitted use is established, except as follows:

- (1) For a principal permitted commercial use in the C-3 commercial district; and
- (2) For a residential use established as a permitted secondary, incidental or accessory use to a principal permitted commercial use in the C-3 commercial district, such as for a dwelling unit or units located on the second or higher floor of a building, the first or lower floor of which comprises the principal permitted commercial use, subject, however, to review and approval by the planning and zoning commission and city council. Such review and approval shall include consideration of whether the proposed residential use is indeed secondary, incidental or accessory to a principal permitted commercial use of the structure or property.

Review by the planning and zoning commission and city council shall include consideration of traffic patterns, both pedestrian and vehicular, adequacy of screening, compatibility with adjacent land uses and construction of fixtures in accordance with the aesthetics of the neighborhood and accepted civic design principles. All off-premise parking areas or parking lots shall be located within a reasonable distance from the principal use in question. During the course of review of off-premise parking areas or parking lots the commission may recommend and the city council may require any improvements or fixtures to the parking area or lot, including hard surfacing, landscaping, screening, lighting, stormwater detention, etc., that will help to assure compatibility with adjacent land uses.

In addition, space for parking and storage of vehicles shall be provided in accordance with the following schedule. If the offstreet parking requirement as specified herein is to be satisfied with open, surface parking or garage parking, or a combination of these options, parking must be made available for parking use by the occupants:

- (1) *Animal hospitals, kennels and animal grooming shops.* One parking space per doctor, plus one parking space for every two employees and one parking space for every 400 square feet of gross floor area excluding dog confinement areas.
- (2) *Automatic carwash.* Five stacking spaces for each washing bay, one stacking space for each vacuuming unit, plus one parking space for every two employees.
- (3) *Automobile, machinery or equipment sales.* One parking space for every 500 square feet of gross floor area, plus two parking spaces for each service stall and one parking space for every two employees.
- (4) *Banks, businesses and professional offices.* Not less than one parking space for every 300 square feet of gross floor area, but in no case less than five parking spaces. Each drive-up window shall provide three stacking spaces per teller.
- (5) *Barbershops and beauty parlors.* Two parking spaces per operator.
- (6) *Boardinghouse and rooming houses.* Not less than one parking space per guestroom and/or sleeping room.
- (7) *Bowling alleys.* Five parking spaces for each bowling lane.
- (8) *Church or temple.* One parking space for every eight lineal feet of pew seating or for every four potential occupants in the principal auditorium or, where no auditorium is provided, one parking space for every 80 square feet of gross floor area.
- (9) *Community center, museum or art gallery.* One parking space for every 200 square feet of gross floor area, or one parking space for every five potential occupants in the building, whichever is greater.
- (10) *Convenience store.* One space for every 100 square feet of retail floor space plus one space for every two employees. If fuel dispensing pumps or car wash is established in conjunction with said use the stacking space requirements for each use as specified in this article shall apply.

- (11) *Dance, assembly, skating rink or exhibition halls without fixed seats, including auction houses.* One parking space for every four potential occupants in the building as determined by the uniform building code for maximum occupancy load plus one space for every two employees with a minimum of five spaces for employee parking.
- (12) *Dwelling, single ~~familyunit~~, including mobile home units.* Two parking spaces per dwelling unit.
- (12A) *Dwelling, single ~~familyunit~~, renter-occupied, including renter-occupied mobile home units.* Two parking spaces per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
- (12B) *Dwelling, two ~~familyunit~~, including single ~~familyunit~~ bi-attached dwellings, multi-~~familyunit~~ dwellings including condominiums and apartments, but not including nursing homes, convalescent homes, elderly housing or housing for handicapped.* Two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
- (13) *Fraternity house, sorority house or dormitories.* Not less than five parking spaces plus one stall for every two residents in excess of four residents.
- (14) *Fuel service station.* Two parking spaces for each service stall, plus three stacking spaces for each fuel dispensing pump.
- (15) *Funeral homes and mortuaries.* One parking space for every three potential occupants in the principal auditorium, or, where no auditorium is provided, one parking space for every 50 square feet of gross floor area or five parking spaces for each parlor, whichever is greater.
- (16) *Furniture, appliance, hardware and household equipment stores.* One parking space for every 750 square feet of gross floor area, plus one parking space for every two employees.
- (17) *Game rooms, poolhalls and billiard parlors.* One and one-half parking spaces for every 100 square feet of gross floor area for any establishment other than one with a liquor license or beer permit.
- (18) *Golf courses.* Four parking spaces per hole. All other commercial or recreational land uses established in conjunction with a golf course, not incidental to the sport of golf, shall be subject to the parking regulations regarding that use.
- (19) *Hospitals.* One parking space for every five beds, plus one parking space for every two employees and one parking space for every two staff doctors.
- (20) *Hotels, motels or lodginghouses.* Not less than one parking space for each guestroom, plus one parking space for every 200 square feet of commercial, assembly or meeting area, and one parking space for every 150 square feet of lounge, coffeeshop or restaurant gross floor area, plus one stall for every two employees.
- (21) *Housing for elderly or handicapped.* One and one-half parking spaces for every dwelling unit, plus one stall for every two employees.
- (22) *Junk yard.* Two parking spaces per acre, plus one space for every two employees.
- (23) *Libraries.* One parking space for every 250 square feet of gross floor area in public use, plus one parking space for every two employees.
- (24) *Manufacturing, research and industrial plants.* Four parking spaces for every 10,000 square feet of gross floor area, plus one parking space for every three employees.
- (25) *Medical or dental clinics.* Five parking spaces, plus one additional parking space for each 200 square feet of gross floor area over 1,000 square feet.
- (26) *Mini-centers, retail stores, shops, etc., under 2,000 square feet in gross floor area.* One parking space for every 200 square feet of gross floor area, but in no case less than five parking spaces.

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- (27) *Miniwarehouse*. One parking space for every ten storage units, stalls or lockers equally distributed throughout the storage area, plus two parking spaces located at or near the project office for use by prospective customers. A minimum of 35 feet between warehouse buildings for driveway, parking and fire lane purposes is required. When storage units within warehouses do not front one another, a minimum 25-foot drive for driveway, parking and fire lane purposes is also required.
 - (28) *Nursing care, retirement or convalescent homes*. One parking space for every five beds, plus one parking space for every two nonresident employees and one parking space for every one resident staff.
 - (29) *Printing, plumbing shop, heating shop or other similar service establishments*. One parking space for every two employees therein, plus one parking space for each service vehicle. If retail trade is carried on in the establishment, one additional parking space shall be provided for every 200 square feet of retail floor area.
 - (30) *Restaurant, fast food, drive-in or carryout*. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. Where drive-up window facilities are proposed, five stacking spaces shall be provided per window.
 - (31) *Restaurant (standard eat in)*. One parking space for every 150 square feet of gross floor area, plus one parking space for every two employees, with a minimum of five parking spaces for employee parking.
 - (32) *School, college or high school*. Each separate building requires one parking space for every five potential occupants in the main auditorium or one parking space for every five students and one parking space for every staff member, whichever is greater.
 - (33) *School, daycare, preschool, elementary or junior high school*. One parking space for every ten potential occupants in the auditorium or main assembly room, or one parking space for each classroom, whichever is greater.
 - (34) *Seasonal camp or cabins*. One parking space for every cabin, sleeping unit, campsite lot or two beds, whichever is greater.
 - (35) *Shopping centers or retail stores, shops or supermarkets over 2,000 square feet in gross floor area*. Four and one-half parking stalls per 1,000 square feet of gross floor area.
 - (36) *Sports arena, stadium, gymnasium, theater or auditorium for other than schools*. One parking space for every four potential occupants plus one space for every two employees with a minimum of five spaces for employee parking.
 - (37) *Taverns, bars and nightclubs*. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking.
 - (38) *Telemarketing office*. Not less than one parking space for each 150 square feet of gross floor area, but in no case less than five spaces.
 - (39) *Tennis and racquetball courts*. Two parking spaces per court.
 - (40) *Union headquarters, private clubs or lodges*. One parking space for every five potential occupants of the building.
 - (41) *Wholesale establishments or warehouses*. One parking space for every two employees, but in no case less than one parking space for every 1,000 square feet of gross floor area.
- (b) *Rules for computation of required parking spaces*. In computing the number of parking spaces required, the following rules shall apply:
- (1) *Gross floor area*. Gross floor area shall mean the floor area of the specific use and its associated incidental uses within the exterior walls of a building or portion thereof, exclusive of

vent shafts, open air courts and any portion of a structure above or below ground used for offstreet parking, loading areas or mechanical equipment not incidental to the specific use such as furnaces, air conditioners, elevators, etc. In addition, other nonessential areas of the gross floor area may be deducted including storage areas, closets, bathrooms, etc. to a maximum of ten percent of the total gross floor area.

- (2) *Fractional number of spaces.* Where fractional spaces result, the parking spaces required shall be the next higher whole number.
 - (3) *Uses not specifically provided for.* Where the parking space requirement for a use is not specifically mentioned in this section, the required number of spaces shall be that of a similar use as determined by the city planner.
 - (4) *Joint or mixed uses.* In the case of mixed or joint uses, the parking spaces required shall equal the sum of the requirements for each use computed separately.
 - (5) *Determination of seating capacity.* When the unit of measurement determining the number of required parking spaces is based upon the seating capacity of a structure or use, each 24 inches of a pew, bleacher or bench or other seating shall count as one seat.
 - (6) *Determination of number of employees.* When the unit of measurement determining the number of required parking spaces is based on the number of employees, the maximum shift or employment period during which the greatest number of employees are present at the structure or use shall be used in the computation.
 - (7) *Unknown uses.* Where new buildings are proposed but the owner or developer does not wish to designate the type of use that will occupy the building, the most intensive use possible with relation to parking in the zoning district shall determine the parking requirements.
 - (8) *Potential occupants.* The maximum number of potential occupants shall be based upon the assumption that 15 square feet of gross floor area is required per occupant, as documented within the Life Safety Code for places of assembly.
 - (9) *Stacking space.* All stacking spaces shall be nine feet in width and 19 feet in length and shall not prohibit ingress or egress to any driveway, public street, access aisle or parking space at any time. Stacking spaces may include the vehicular space situated at the point of service.
 - (10) *Tandem parking.* Vehicles may be parked in tandem, or one directly behind the other, in conjunction with single-family unit, duplex and mobile home residences. Parking spaces inside carports or garages may be counted as part of the space requirement and may be used in tandem. Tandem stalls shall mean no more than two stalls arranged one in front of the other.
- (c) *Access.* Access to all parking areas and lots from streets, alleys and other adjacent areas shall be provided by an access drive not less than ten feet in width for single-family unit dwellings or one-directional traffic flow and not less than 18 feet in width in all other cases.
 - (d) *Applicability of section.* Whenever a building or use existing prior to September 26, 1983, is enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, the building or use in its entirety shall then and thereafter comply with all the requirements set forth in this section. All new buildings or uses constructed or established after September 26, 1983, shall comply with the requirements of this section prior to occupancy. A change in use shall mean any change where the new use established requires a greater number of on-site parking spaces than was required for the prior use. However, if the prior use did not provide minimum offstreet parking then parking spaces shall be provided as specified herein before the new use is established.
 - (e) *General development standards.* Every parcel of land used as a public or private parking area, parking space or parking lot, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:
 - (1) With the exception of parking garages or structures and driveways serving residential uses, all parking lots containing three or more parking spaces shall provide minimum setbacks and landscaping as specified herein. Parking structures or ramps (above or below ground) located

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on a parcel as a principal permitted use shall meet the minimum building setback requirement of other principal permitted structures within the zoning district where located. When parking spaces are provided within accessory structures, the setbacks for accessory structures shall apply.

- (2) All parking lot setback areas, as specified herein, shall be an open, permeable area consisting of landscaping, natural vegetation ground cover or other type of natural ground cover. No vehicle parked in an adjacent parking space shall be permitted to encroach into any portion of said required setback area.
- (3) Parking lots shall be hard surfaced. Their design shall be based on the amount, type and weight (axle loads) of anticipated traffic, the quality of the surfacing to be used and the supporting strength and character of the subgrade, all applied to a parking lot layout as selected by the designer and approved by the city engineering division.
- (4) Any portion of property that is graded or improved in any fashion to accommodate vehicular parking or is intended or commonly used for vehicular parking shall meet parking lot design standards as specified herein. Any existing parking lot or parking area that does not meet existing standards as specified herein shall not be enlarged or expanded unless the entire parking lot area or parking area meets parking lot design standards as specified herein.
- (5) All accessways or driveways to parking areas or parking lots shall be hard surfaced. Unimproved driveways or accessways in existence at the time of enactment of this article shall be hard surfaced only in the event that the on-site parking lot is expanded, hard surfaced or otherwise upgraded.
- (6) All parking lots shall be arranged and marked in a manner which provide safe and orderly loading, unloading, maneuvering, parking and storage of self-propelled vehicles. Parking spaces shall be provided in accordance with the following minimum requirements:
 - a. Parking spaces shall not be less than nine feet in width and 19 feet in length for all nonresidential uses including hotels and other temporary lodging facilities. All residential uses, including multiple-familyunit residences, shall provide parking stalls measuring not less than eight feet in width and 18 feet in length. Compact car spaces shall not be less than eight feet wide and 16 feet in length. Fifteen percent of the parking space requirement may consist of compact car parking spaces in lots which have more than ten stalls. All compact car spaces shall be clearly identified by signs. Where fractional spaces result, the number of permitted compact car spaces shall be rounded to the next higher number.
 - b. Handicapped parking shall be provided in accordance with the requirements of the state. Iowa Code—Chapter 321L.
 - c. Buildings and facilities required to provide handicapped parking spaces shall set aside at least one such space. Each space shall be clearly designated as a handicapped parking space by the display of the international symbol of accessibility both in front and within the stall. Parking spaces for handicapped persons and accessible loading zones that serve a particular building shall be located on the shortest accessible route to an entrance to the building. Federal ADA requirements, if more restrictive, shall apply.
 - d. The property owner shall be responsible for the continued maintenance of the parking lot, including fences, landscaping, all signs, surface material, surface markings and other forms of traffic control.
 - e. Maneuvering space required to permit safe and convenient parking of motor vehicles shall be provided in accordance with the minimum requirements of Table 1 for a nine-foot by 19-foot stall.

Table 1

Parking Angle	Stall Width	Stall Length (Including 2'0" overhang if applicable) 19-Foot Long	Aisle Width	Curb Length per Car
0 degrees	9'0"	19.0	12.0	23.0
30 degrees	9'0"	17.3	11.0	18.0
45 degrees	9'0"	19.8	13.0	12.7
60 degrees	9'0"	21.0	18.0	10.4
90 degrees	9'0"	19.0	24.0	9.0

- (7) When an accessway or driveway intersects a public right-of-way or when a parking lot, area or space abuts any public right-of-way, screening or landscaping shall not exceed three feet in height above the driveway surface and no structure, sign or vehicle shall be allowed in the triangular area formed by:
- a. The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection and the third side being a line connecting the ends of the other two lines (see Figure 2).

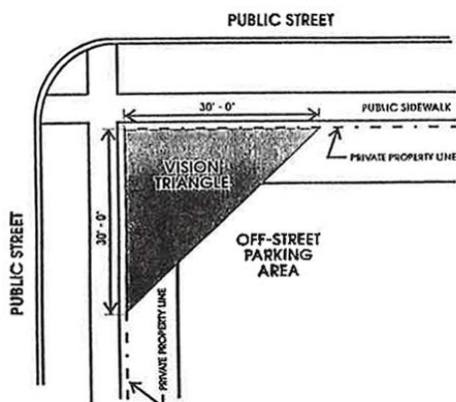


Figure 2 — 30 Foot Vision Triangle

- b. The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way, with two sides of each triangle being formed by lines

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a distance of ten feet in length from the point of intersection and with the third side being a line connecting the ends of the ten-foot sides (see Figure 3).

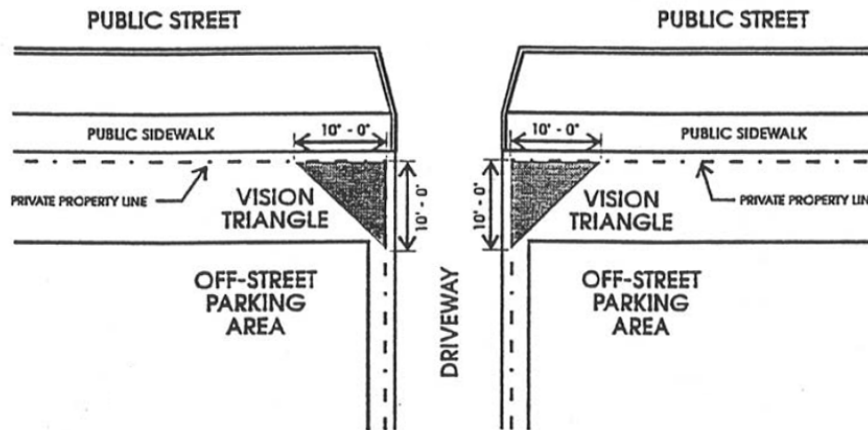


Figure 3 — 10 Foot Vision Triangle

- (8) All parking spaces shall be designed to prohibit any vehicle from backing into a public right-of-way to obtain ingress or egress, except when the space is used in conjunction with a single-family unit or duplex dwelling unit.
 - (9) Any lighting used to illuminate any offstreet parking area, including any commercial parking lot, shall be provided on private property and shall reflect the light away from adjoining residential premises or from any R district.
 - (10) Accessways or driveways shall be situated no closer than three feet from any private property line.
 - (11) Curbing. With the exception of driveways or garages that meet the parking requirements for residential uses, all newly constructed parking lots containing ten or more parking spaces shall provide continuous concrete curbing measuring at least six inches in height around the entire perimeter of said parking lot except at points of ingress, egress and drainage locations. Said continuous curbing shall be established at that portion of the parking space to serve as a wheel block or barrier in order to prevent the vehicle from overhanging into the required setback area. Vehicular overhang as measured from the front tires shall be considered to be two feet.

Continuous curbing can be substituted with individual wheel blocks or wheel barriers only in the following situations:
 - a. A parking lot is designed to contain fewer than ten parking stalls.
 - b. A parking lot containing ten or more parking stalls provides a setback area on all sides at least double the minimum required setback.
 - (12) Prior to the installation, enlargement, resurfacing or other improvement of any parking lot a plan shall be submitted for review and approved by the city engineering division and the Cedar Falls Utilities.
- (f) *Standards for lots in C or M districts:*
- (1) In any C, commercial or M, industrial zoning district abutting an R residence district, offstreet parking lots will be permitted in accordance with the following requirements: A six-foot high screen consisting of a fence, wall or plant material of mature height shall be installed and continually maintained when a parking lot or area abuts an R, residential zoning district, except in any required front yard or along any street or alley, where the screen shall be no more than

four feet in height. All screening shall comply with the landscaping provisions found in this article.

- (2) All parking lots in C or M zoning districts containing three or more parking spaces shall be hard surfaced, shall meet stormwater detention requirements, shall provide a continuous curb (six inches or more) around the perimeter of the parking lot, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
- (g) *Standards for R districts.* In any R residence district, off-street parking lots shall be developed and maintained in accordance with the following requirements:
 - (1) An off-street parking lot located in an R residence district shall provide the front yard and the required side yards in accordance with the district in which it is located. Furthermore, the minimum rear yard setback shall be five feet. The front yard, the required front yard and the required side yards may be used for vehicular access to the parking lot, for fences, walks, or landscaping only. No vehicular parking is permitted in the front yard, in the required front yard or in the required side yard. Where a contiguous development of lots is used for parking purposes under one ownership, no side or rear yards shall be required for abutting parking lots on the common lot line.
 - (2) Off-street parking lots in any R residence district shall provide screening on all yards of the abutting lots. The screen shall be six feet high and consist of a fence, wall or plant material of mature height, except that, when the screen is in the front yard or when the screen is maintained along an alley or street right-of-way line, then the screen shall be no more than four feet in height. All screening shall comply with the landscaping provisions found in this article.
 - (3) All parking lots containing three or more parking spaces shall be hard surfaced, shall meet storm water detention requirements, shall provide continuous curbing or wheel blocks for each parking space, and shall be marked properly to indicate the location of parking spaces and driveway aisles.
 - (4) Every parking area or parking lot must have a connecting driveway that meets the regulations of the zoning ordinance.
 - (5) Any new parking areas, parking lots or paved surfaces in R-1, R-2, R-3 ¹ □, 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:

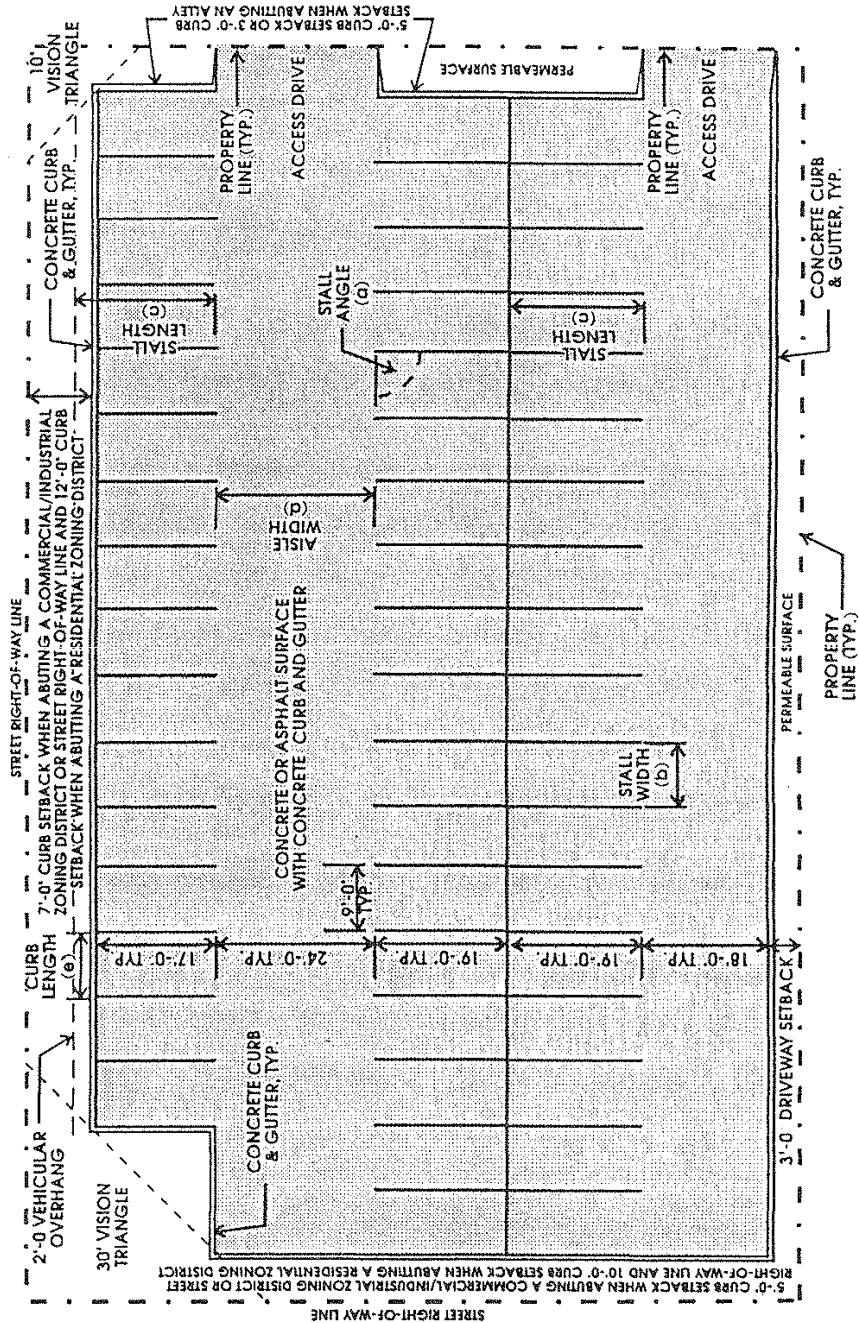
Zoning District	Number of Units	Maximum Rear Yard Coverage for Parking
R-1, R-2, RP ¹ , MU ¹	1	30%
R-3 ¹ , R-4 ¹	1	50%
R-2, R-3 ¹ , R-4 ¹ , RP ¹ , MU ¹	2	50%

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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-familyunit dwellings, duplexes, mobile homes, townhouses or multifamilyunit dwelling units shall not be classified as parking lots and shall not be required to restrict vehicular parking in the front yard, in the required front yard or in the required side yard upon said driveway as described herein. However, said driveways serving detached residential structures, detached garages, or parking lots shall provide a minimum three-foot setback from adjacent property lines and shall meet the provisions of section 29-179, unless the driveway is an existing shared drive where the minimum driveway width can only be met by encroaching into said three-foot setback area.
 - d. All yards and required yards as described herein shall consist of permeable material (grass, wood chips, loose rock, or other ground cover material) and be screened in accordance with the landscaping requirements found within this section, and with the exception of driveways, parking lots and patios, no yard area shall be hard surfaced.
- (2) *Commercial and manufacturing districts.* Required setbacks in commercial and manufacturing districts are as follows:
- All parking lots in C or M districts shall provide a minimum setback as measured from the private property line to the edge of the hard surface parking area with no vehicular overhang allowed within said setback area. The minimum setbacks shall be:
- a. Five feet when adjacent to a public right-of-way with the exception when adjacent to a public alleyway in which case no less than three feet setback shall be required.

- b. Three feet when adjacent to an abutting commercial use or commercial property including an adjacent commercial parking lot.
- c. Five feet when adjacent to a residential use in a commercial or industrial district.
- d. Ten feet when adjacent to an R, residential zoning district.
- e. Residential uses established in a C or M district as a principal use shall provide minimum front yard and side yard setbacks as specified in the R-4 zoning district with no vehicular parking permitted in said required yard areas.
- f. All setback areas shall consist of permeable material (grass, wood chips, loose rock or other ground cover material) and be screened in accordance with the peripheral landscaping requirements as stated herein.

TYPICAL PARKING LOT DESIGN COMMERCIAL AND INDUSTRIAL DISTRICTS



THIS DIAGRAM IS INTENDED TO PROVIDE A PICTORIAL DISPLAY OF PARKING DIMENSIONS OUTLINED IN TABLE #1. THIS DIAGRAM IS NOT INTENDED TO PROVIDE DIMENSIONS FOR ALL PARKING LOT SITUATIONS.

Figure 4

- (i) *Landscaping generally.* Landscaped off street parking lots shall be required within all districts in order to protect and preserve the appearance, character and value of the surrounding neighborhoods, to reduce wind and air turbulence, heat and noise and the glare of vehicular lights, to act as a natural drainage system and ameliorate stormwater drainage problems, to provide shade and to otherwise facilitate the creation of a convenient, attractive and harmonious community.
 - (1) Applicability of landscaping requirements. Landscaping requirements contained within this section shall apply to:

- a. New off street parking lots containing three or more parking spaces.
 - b. Existing off street parking lots containing three or more parking spaces which are effectively altered or enlarged, in whole or in part, other than normal maintenance, repairs, or resurfacing of an existing lot.
- (2) No parking lot containing three or more parking spaces shall be constructed or enlarged in the city until a landscape plan for the parking lot has been approved by the city planner and the city arborist or their designees.

Landscape plans submitted pursuant to this section shall not be approved unless they conform to the requirements of this section and, where appropriate, may be submitted as part of the site plan submittal required within other sections of this chapter. Landscape plans shall be drawn to scale, including dimensions and distances, and clearly delineate the existing and proposed parking spaces or other vehicular use areas, access aisles, driveways, and the location, size and description of all landscape materials.

- (3) The primary landscaping materials used in parking lots shall be trees which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting material may be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Effective use of earth berms and existing topography is also encouraged as a component of the landscape plan. In those instances where plant material exists on a parking lot site prior to its development, such landscape material may be used if approved as meeting the requirements of this chapter.
- (4) Landscaping shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:

- a. Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 50 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a 3-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least 3 ft. in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.

b. Exceptions:

- 1. Peripheral landscaping shall not be required for single-familyunit or two-familyunit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three or more parking stalls is established in the rear yard of a two-familyunit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
- 2. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley

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frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple familyunit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.

3. Underground or under-building parking lots.
 4. Above-ground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
- c. Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the interior of the parking lot shall be provided as open space, including the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
- d. Exceptions: Interior landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
- e. Parking garages or parking ramps: All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.

It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.

- (5) No materials shall be approved for use in any parking lot landscaping plan unless approved by the city planner and city arborist. A list of generally permissible plants is on file in the office of the city planner and the city arborist. Landscaping plant materials found unsuitable by the city planner and the city arborist for planting in the city shall not be permitted.
- (6) All required screening shall be in place, inspected and approved by the city planner and the city arborist or their staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived by the city planner and the city arborist if inclement weather conditions or the planting and growing season prohibit installation. In such cases, the owner may be issued a temporary certificate of occupancy by the city planner if the owner enters into a contract with the city to ensure completion of the screening during the next planting season. The performance of such contract shall be secured by the filing of a bond or cash in escrow in an amount not less than the approximate cost of the screening, as estimated by the owner's landscape architect, landscape contractor or nurseryman and approved by the city planner and the city arborist.
- (j) *Definitions pertaining to landscape requirements.* When computing the type and amount of landscaping required, the following definitions shall apply:
- (1) *Tree* means any self-supporting woody plant which usually produces one main trunk and a more or less distinct head with many branches that establishes a mature height in excess of 30 feet.

- a. Deciduous trees shall measure a minimum of 1½ inches in trunk diameter for shade type cultivars and one inch in trunk diameter for ornamental type cultivars.
 - b. Coniferous trees shall measure a minimum of three feet in height.
- (2) *Screening* means natural or manmade materials consisting of one or a combination of the following:
- a. Wood or masonry walls or fences when constructed of materials which provide openings of less than 50 percent in area of the vertical surface of the wall or fence.
 - b. Plant materials consisting of coniferous material or deciduous materials, or a combination of both. In all cases, plant materials shall measure, at a minimum, as follows:
 - (1) Deciduous plants.
 - i. *Shade trees*: One and one-half-inch trunk diameter.
 - ii. *Ornamentals*: One-inch trunk diameter.
 - iii. *Shrubs*: 18 inches in height.
 - (2) Coniferous plants.
 - i. *Large evergreens*: Three feet in height.
 - ii. *Small evergreens*: 12- to 15-inch spread.

Materials shall be planted and maintained so as to form a continuous, unbroken visual screen.
- (3) *Earthen berms*. When earthen berms are provided and the finished elevation of the property is lower at the property line, or within eight feet inside the property line, than an abutting elevation, such change in elevation may be used in lieu of or in combination with additional screening to satisfy the screening requirements for the district.
- (4) *Shrub* means a woody plant that usually remains low and produces shoots or trunks from the base; it is not usually tree-like or single stemmed.

(Code 1971, § 32-44; Ord. No. 2102, § 2, 5-22-95; Ord. No. 2173, § 1, 12-23-96; Ord. No. 2180, § 1, 3-10-97; Ord. No. 2329, §§ 2, 3, 4-9-01; Ord. No. 2366, § 1, 3-11-02; Ord. No. 2800, § 1, 10-28-13; Ord. No. 2837, §§ 2—5, 3-2-15; Ord. No. 2841, § 1, 5-4-15; Ord. No. 2884, § 1, 10-3-16)

Footnotes:

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For lots with single ~~family~~unit and two ~~family~~unit dwellings

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

- (a) *Location of entrances and exits*. No gasoline filling station or commercial customer or employee parking lot for 25 or more motor vehicles, or parking garage or automobile repair shop, shall have an entrance or exit for vehicles within 200 feet along the same side of a street of any school, public playground, church, hospital, public library or institution for dependents or for children, except where such property is in another block or on another street which the lot in question does not abut.

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- (b) *Oil draining pits and fuel pumps.* No gasoline filling station or public garage shall be permitted where any oil draining pit or fuel filling appliance is located within 12 feet of any street line or within 25 feet from any R district, except where such appliance or pit is within a building.

(Code 1971, § 32-45)

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

Allowable residential driveways are set forth below.

- (a) An access from the public street, maintaining a three-foot setback from the property line (see section 23-168), that is established to provide vehicular parking at a single-family unit or two-family unit residential dwelling. It may also provide access to an attached residential garage, or to a detached residential garage in the rear yard area of the property. Refer to Figure 5. In the situation in which the existing driveway does not meet the three-foot setback, and if strictly enforced would cause the driveway width to be less than ten feet, a reduced driveway setback may be permitted if approved by the Zoning Administrator.

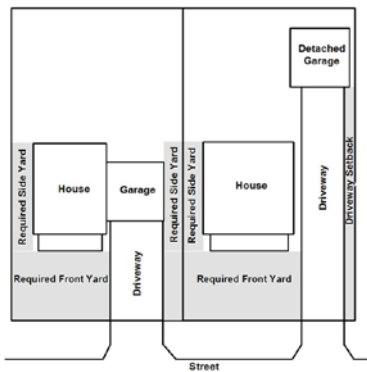


Figure 5

- (b) All second curb cuts and second accesses from the public street that extend across the front or side yard are allowed if approved by the City Engineer.
- (c) The maximum width, towards the interior of the lot, of a driveway accessing an attached or detached garage shall be proportional to the width of the garage doorways for accommodating the normal width of the vehicles, utilizing a ten-foot driving width of a vehicle. In the case of a one car garage, the driveway may be up to 18 feet wide, provided a three-foot setback from the property line is maintained.
- (d) A driveway may have a flare out in the front yard or side yard area of the property only if the entire flare out portion meets all of the following requirements (refer to Figure 6):
- (1) Accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length (not including the flare).
 - (2) Has a taper slope ratio of no more than one to one, so as to create a 45° angle (refer to Figure 6).
 - (2) Is parallel to the driveway.
 - (3) Is hard surfaced.
 - (4) No encroachment into the required side yard shall be allowed, including into the required side yard as extended into the front yard, unless it is a corner lot on which the garage

accesses from the longer street side as shown in Figure 7. In the case of a one car garage, the flare out may have up to a three-foot setback.

- (5) Not located toward or in the interior of the lot (i.e., area in front of residence). Flare outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.
- (6) If a turn out exists, then a flare out is prohibited in the front and side yards.

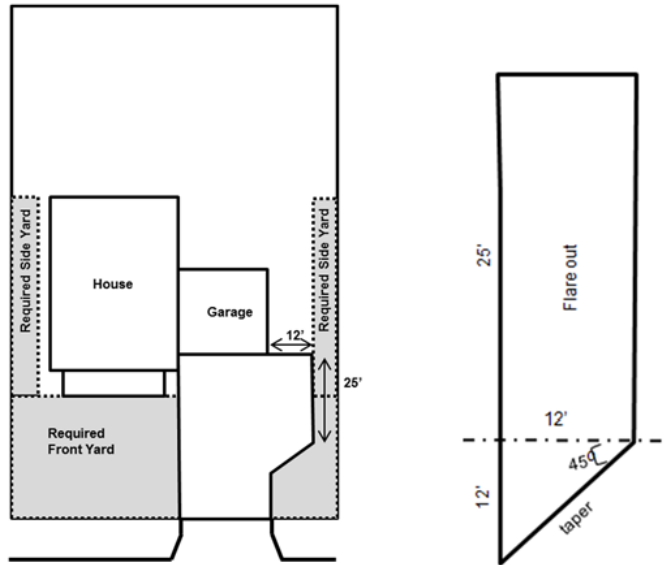


Figure 6

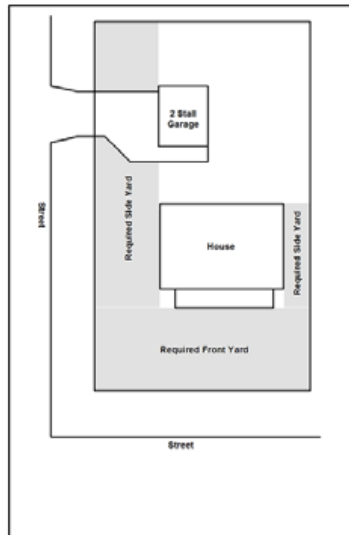


Figure 7

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- (e) A driveway may have one turn out in order for vehicles to maneuver in the driveway such that a driveway could be exited face-forward, provided the turn out meets the following requirements (refer to Figure 8):
- (1) The street is an existing or proposed arterial or collector street, in accordance with the comprehensive plan, that is two or more lanes.
 - (2) Its maximum width is proportional to the driveway width, as follows:
 - i. A ten to 15-foot wide driveway is allowed up to 18 feet beyond the driveway.
 - ii. A 15-foot or wider driveway is allowed up to nine feet beyond the driveway.
 - (3) It is a maximum of ten feet long, parallel to the driveway.
 - (4) If located to the side yard, it is a minimum of three feet from the closest property line.
 - (5) It shall not be used for storage.
 - (6) It is located back from the right-of-way, no less than the required front yard setback.
 - (7) It is not located toward or in the interior of the lot (i.e., area in front of residence). Turn outs are not allowed on both sides of a driveway unless one common driveway is serving both units of a duplex residence.
 - (8) If a flare out exists, then a turn out is prohibited in the front and side yards.

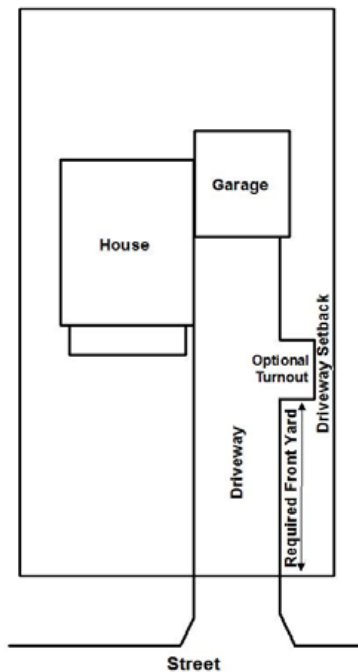


Figure 8

- (f) Termination of a driveway in the side yard, with no access to a garage or parking lot in the rear yard shall only be permitted if the driveway meets all of the following requirements:
- (1) The extension is a maximum of 12 feet wide.
 - (2) Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
 - (3) Is hard surfaced.

- (4) The extension does not occupy any portion of the required side yard and no portion of the vehicle shall be allowed to encroach into the required side yard.
- (5) No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in the side yard area.
- (6) Only one side yard may be used for vehicular parking.
- (7) Side yard parking shall only be allowed in the side yard nearest the established driveway on the property. Refer to Figure 9.

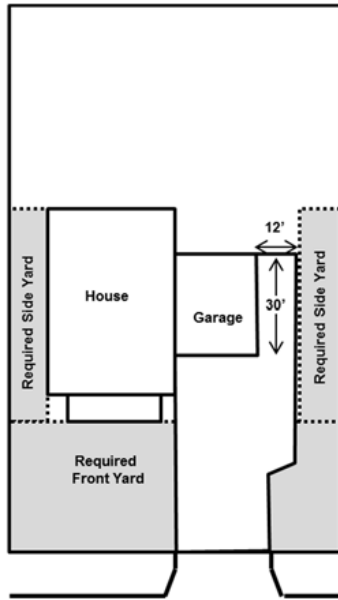


Figure 9

- (g) A driveway may be located in the rear yard or in the required rear yard if it accesses a permitted garage, shed or other accessory structure. Furthermore, the following may be permitted (refer to Figures 10 and 11):
 - (1) One flare out, provided:
 - a. It accommodates no more than one vehicle, with a stall dimension no larger than 12 feet in width by 25 feet in length.
 - b. Is parallel to the driveway.
 - c. Is hard surfaced.
 - (2) An extension along the side of the accessory structure, provided:
 - a. The extension is a maximum of 12 feet wide.
 - b. Is a maximum length not to exceed the length of the building along which it is located. In no case shall this driveway extension exceed 30 feet in length.
 - c. Is hard surfaced.
 - d. No more than one vehicle, including, but not limited to, trailers, recreational vehicles, boats or similar vehicles, which must be currently and legally licensed, shall be parked in said extension.

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- e. It is located only on one side of the building along which it is located.

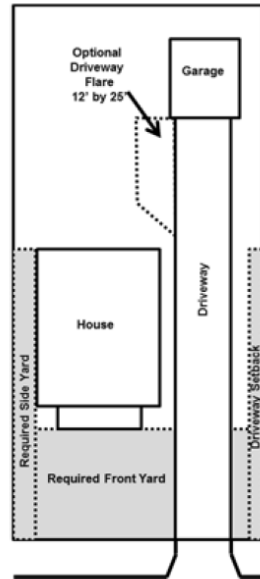


Figure 10

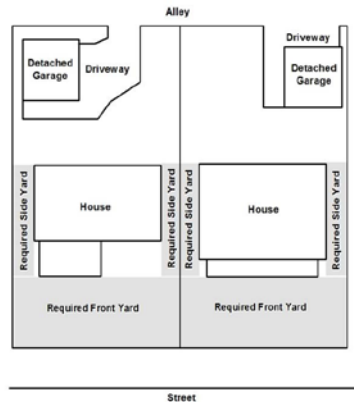


Figure 11

- (h) A secondary driveway, connected to the primary driveway, may be installed for purposes of accessing a detached accessory structure provided the following requirements are met:
- (1) The accessory structure is intended for vehicular use and has at least one overhead garage door.
 - (2) The driveway will be no less than three feet from adjacent property lines.
 - (3) The driveway is a minimum ten feet wide.
 - (4) The secondary driveway is hard surfaced.
 - (5) The overall yard open space requirement and yard open space requirement for the yard where said driveway is proposed is met.

(6) In the case of a corner lot, the driveway shall only be permitted on the interior side yard.

(Ord. No. 2837, § 6, 3-2-15; Ord. No. 2875, § 1, 8-15-16)

Secs. 29-180—29-195. - Reserved.

ARTICLE IV. - SIGNS

Sec. 29-196. - Purpose of article.

The purposes of the sign regulations set out in this article are to encourage the effective use of signs as a means of communications in the city, to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth, to improve pedestrian and traffic safety, to minimize the possible adverse effect of signs on nearby public and private property, and to enable the fair and consistent enforcement of the sign restrictions.

(Code 1971, § 32-46)

Sec. 29-197. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sign means an identification, description, illustration or device which is affixed to or represented directly or indirectly upon a building, structure or parcel of land and which directs attention to a product, place, activity, person, profession, service, institution or business.

Sign, accessory means a sign relating only to uses of the premises on which the sign is located or products sold or services offered on the premises on which the sign is located, or indicating the name or address of a building or the occupants or management of a building of the premises where the sign is located. (See "Off-premises signs.")

Sign area means that area within a line including the outer extremities of all letters, figures, characteristics or delineations, or within a line including the outer extremities of the framework or background of the sign, whichever line includes the larger area. When the irregularity of a sign shape warrants, such area shall include the extreme points or edges of the sign. The support for the sign background, whether it be columns, pylons or a building or part thereof, shall not be included in the sign area. Only one side of a double-faced sign shall be included in the computation of sign area.

Sign, banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges.

Sign, billboard means a sign structure designed for the posting of changeable graphics or reading matter advertising a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

Sign, directional means a sign designed for the purpose of assisting traffic control, which is located on private property and limited to no more than four feet in height and no more than six square feet in area.

Sign, flag means any fabric, banner or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

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Sign, freestanding means a sign which is supported by one or more uprights, columns, pylons or braces in or upon the ground and not attached to any building or wall. This term shall also apply to those signs having their framework permanently embedded in the ground.

Sign, home occupation means a sign or nameplate limited to the display of the occupant and the name of the home occupation. The sign shall not exceed four square feet in area, shall be nonilluminated, shall be affixed to the main structure or visible through a window, and shall be limited to one in number per home.

Sign, monumental means an identification device permanently embedded in the ground, upon which is affixed only the name or symbol of a particular neighborhood, subdivision, commercial or industrial development.

Sign, off-premises means a sign displaying or drawing attention to a product, place, activity, person, profession, service, institution or business located upon property other than the premises on which the sign is located.

Sign, pennant means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

Sign, portable means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including but not limited to signs designed to be transported by means of wheels, signs converted to "A" or "T" frames, menu and sandwich board signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operations of the business. Portable signs are not permitted unless specifically authorized for temporary use by the city council.

Sign, roof means a sign erected upon or above a roof or parapet wall of a building and which is wholly or partially supported by the building.

Sign, temporary means a sign or advertising device intended to be displayed for a limited time period typically identifying construction, community or civic projects, show homes or other special events on a temporary basis. Such sign shall not exceed 100 square feet in area.

Sign, wall means a sign, other than a roof sign, which is supported by a building or wall. Such a sign shall not project beyond the peak of the building or wall more than one-third of the sign's longest dimension. Signs surpassing this peak projection shall be designated as roof signs.

- (1) *Canopy wall sign* means any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area.
- (2) *Fascia wall sign* means a single-faced building or wall sign which is parallel to its supporting wall and does not extend more than 18 inches from a building or wall.
- (3) *Mural wall sign* means a one-dimensional graphic illustration or presentation that is painted or otherwise applied to a building, wall or facade.
- (4) *Projecting wall sign* means a sign which is attached to and projects more than 18 inches from the face or wall of a building.

(Code 1971, § 32-46(A))

Sec. 29-198. - Signs permitted in all zones.

- (a) The following signs shall be permitted in all zoning districts subject to city council approval:
 - (1) Traffic and other municipal signs, legal notices, railroad crossing and danger signs, and other such necessary, temporary, emergency or nonadvertising signs as may be approved by the city council.

- (2) Signs required to be maintained or posted by law or governmental order, rule or regulation, unless specifically prohibited in this article.
 - (3) Portable signs, banners, pennants and other temporary advertising devices identifying public events, special promotions, holidays and like events, provided that specific approval is granted under regulations established by the city council.
 - (4) Memorial plaques, cornerstones, historical markers and the like.
 - (5) Monumental signs intended to identify residential, commercial or industrial developments, in accordance with this article.
 - (6) Mural wall signs, company logo signs, hand-painted art or any similar sign which is intended to be painted directly on the existing building facade or wall.
 - (7) In special circumstances, such as road construction, a limited number of temporary directional signs may be placed in the public right-of-way in conformance with the following guidelines:
 - a. Maximum of two signs per use.
 - b. Each sign shall be no larger than six square feet nor more than three feet in overall height.
 - c. Signs shall be installed by a bonded contractor and shall be sited in cooperation with Cedar Falls Utilities and City of Cedar Falls Department of Public Works officials.
 - d. In those situations where at least three users wish to share common sign space, only two signs will be permitted with a maximum area of 12 square feet and a maximum height of three feet. Only one individual sign will be permitted for each user, if that user is also utilizing common sign space.
 - e. All such permitted signs shall be removed from the public right-of-way within five days following the end of the special circumstances that stimulated the original request.
- (b) The following signs are permissible for display without city council approval. Permits must be secured as required by chapter 3 of this Code of Ordinances.
- (1) Signs advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed. One such nonilluminated sign, not to exceed six square feet in size, shall be permitted on each premises.
 - (2) Signs advertising the architects, engineers, contractors, occupants or other individuals involved in the construction, reconstruction or remodeling of a building or development project, and such signs announcing the character or purpose of the site. One such nonilluminated sign, not to exceed 100 square feet in size, shall be permitted on each premises. Such signs shall be erected no sooner than 30 days prior to site development, and shall not continue to be displayed longer than 30 days following project completion. Such signs shall be sited in accordance with the regulations found in this article.
 - (3) Signs announcing candidates seeking public political office or pertinent political issues. Such signs shall be confined to private property and shall be subject to applicable state and local regulations.
 - (4) Address signs posted in conjunction with doorbells or mailboxes showing only the numerical address and occupants of the premises upon which the sign is situated. One such nonilluminated sign shall be permitted per address.
 - (5) Home occupation signs.
 - (6) Accessory signs identifying hospitals or civic, philanthropic, educational or religious organizations. All signs must comply with the general regulations found in section 29-202. All freestanding, monumental and roof signs exceeding 40 square feet in size must be approved by the city council.

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- (7) Signs which primarily consist of banners, balloons, pennants, ribbons, streamers, spinners or other similar moving devices. Such signs shall be permitted for 60 days in any consecutive 12-month period.
- (8) Flag signs; provided, however, that no owner or occupant of any premises shall erect more than one official flag of the institution or business which is situated or located upon the premises where the flag sign is erected.

(Code 1971, § 32-46(B); Ord. No. 2023, § 9, 8-23-93)

Sec. 29-199. - Signs prohibited in all zones.

The following signs shall be prohibited in all zoning districts:

- (1) Signs that advertise a product, place, activity, person, service, institution or business no longer conducted on the premises on which the sign is located. Such signs shall be removed in accordance with the provisions of chapter 3 of this Code of Ordinances.
- (2) Signs and poles which contain or consist of reflectors or lights which flash, strobe or chase one another, or appear to display these characteristics. This prohibition does not preclude all electronic message signs.
- (3) Signs that are not permanently anchored or secured to either a building or the ground.
- (4) Signs erected in such a manner as to obstruct free and clear vision of streets, alleys or driveways, or erected, designed or positioned so as to interfere with, obstruct or be confused with any authorized traffic sign, signal or device or which may mislead or confuse traffic.
- (5) Signs posted on public property, including utility poles, lighting fixtures, street signs, benches and the like.
- (6) Off premise signs, with the exception of billboard signs.
- (7) Signs placed within the public right-of-way unless specifically authorized by the city council as limited herein.

(Code 1971, § 32-46(C); Ord. No. 2023, § 10, 8-23-93)

Sec. 29-200. - Location of signs; lighting.

- (a) All signs permitted in this article shall be contained entirely upon private property and set back from the existing and proposed public right-of-way, except as permitted by chapter 3 of this Code of Ordinances.
- (b) No sign shall be permitted within the ten-foot sight triangles formed at the intersection of a public right-of-way with an accessway, driveway or alley, nor shall any sign be permitted within the 30-foot sight triangles formed at the intersection of two public rights-of-way, with two sides of the respective triangles being measured in length along the stated boundaries from their point of intersection, and the third side being a line connecting the ends of the two sides already established.
- (c) No billboard, freestanding sign or roof sign shall be permitted which faces the front or side lot line of any lot in an R district used for residential purposes within 100 feet of such lot lines, unless the subject sign is also permitted within the adjacent R district.
- (d) Any light, exclusive of the sign area itself, used to illuminate any sign shall be situated and arranged so as to reflect the light away from adjoining premises.

(Code 1971, § 32-46(D)(1)—(4))

Sec. 29-201. - Nonconforming signs.

Lawful signs, other than portable signs, existing at the effective date of Ordinance No. 1934 which do not meet the terms of this chapter shall be classified as legal nonconforming signs and may be maintained as such, but shall not, except when required by law, be enlarged, extended, reconstructed, substituted or structurally altered, unless altered in a manner to conform with the terms of this article. Any sign in existence at the adoption of this article which was not an authorized nonconforming sign under previous zoning ordinances shall not be authorized to continue as a nonconforming sign pursuant to this article or amendments thereto. If a nonconforming sign is removed, replaced or destroyed, new signs shall thereafter conform to the terms of this article.

(Code 1971, § 32-46(D)(5))

Sec. 29-202. - Permitted signs by zoning district.

In order to carry out the provisions of this article, the following signs are hereby permitted in the various zoning districts, as follows:

- (1) *A-1 agricultural district.* Permitted signs in the A-1 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Fascia and mural wall signs used to identify the given name, symbol and occupants of a farmstead located upon the premises. Sign area shall not exceed one-fourth of the surface area of the single wall to which the sign is affixed.
 - c. Accessory signs, subject to approval by the zoning administrator, appertaining to any material that is mined, grown or treated upon the premises; provided, however, that such signs shall be located upon or immediately adjacent to the building or in the area in which such materials are treated, grown, processed or stored. Such sign shall not exceed 15 feet in height or 40 square feet in area. No more than one such sign shall be permitted per parcel.
- (2) *R-1 residence district.* Permitted signs in the R-1 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory signs identifying principal permitted uses, other than single familyunit and two familyunit residential dwellings, shall be allowed a maximum of three signs per parcel in the following combination: one wall sign not to exceed ten percent of the surface area of the wall to which it is affixed and two freestanding signs, each freestanding sign not to exceed 30 square feet in area and five feet overall height, or two wall signs not to exceed 10 percent of the surface area of the wall to which affixed. Said wall signs may utilize no more than two wall surfaces, and one freestanding sign not to exceed 30 square feet in area and five feet overall height.
- (3) *R-2 residence district.* Permitted signs in the R-2 District are any sign permitted in the R-1 District.
- (4) *R-3 multiple residence district.* Permitted signs in the R-3 district are any sign permitted in the R-2 district.
- (5) *R-4 multiple residence district.* Permitted signs in the R-4 district are as follows:
 - a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs having a total sign area not to exceed one-third of the surface area of the single wall to which affixed.
 - c. Accessory freestanding signs, as follows:

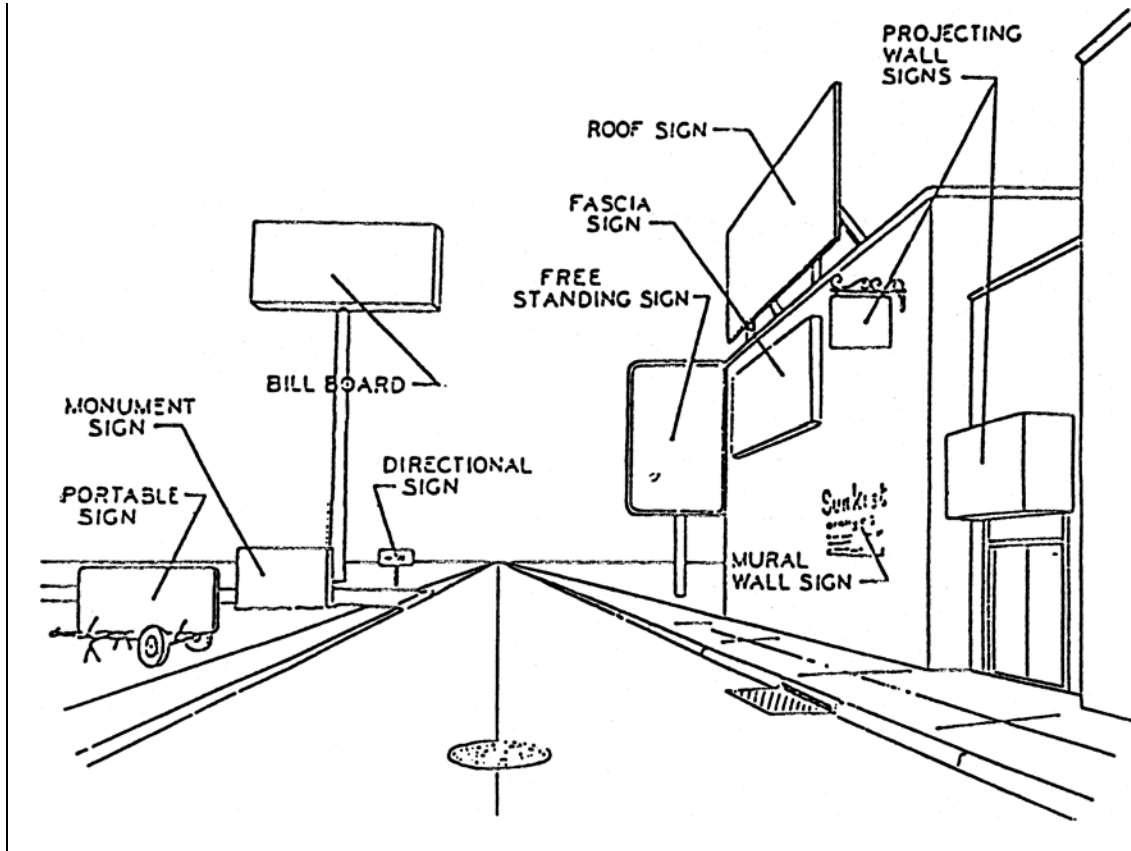
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1. Signs are permitted upon parcels containing a street frontage along any one public street of at least 150 linear feet.
 2. Signs shall be no taller than 20 feet in height and no larger than 40 square feet.
 3. Number of signs is limited to one sign per separate principal permitted structure.
- (6) *R-5 residence district.* Permitted signs in the R-5 district are any sign permitted in the R-1 district.
- (7) *R-P planned residence district.* Permitted signs in the R-P district are any sign permitted in the R-4 district.
- (8) *C-1 commercial district.* Permitted signs in the C-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Accessory freestanding signs, as follows:
 1. Signs shall be no taller than 30 feet in height and no larger than 40 square feet in area.
 2. Number of signs is limited to one sign per separate principal permitted structure.
- (9) *C-2 commercial district.* Permitted signs in the C-2 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Wall signs not to exceed one-third of the surface area of any single wall to which the signs are affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Freestanding and roof signs, as follows:
 1. The combined total area of such signs shall not exceed two square feet per lineal foot of street frontage. Land uses situated on corner lots may use their longer street frontage only for purposes of determining the permissible area of signs.
 2. In no case shall the area of any one sign exceed 300 square feet in area, nor shall signs be taller than 40 feet in height. Roof signs shall not project more than 15 feet above the roof line.
 3. Regardless of lineal street frontage, all parcels shall be permitted at least one such sign, not to exceed 60 square feet in area or 40 feet in height.
 4. Billboards shall have a prime message area not to exceed 672 square feet and an embellishment, trim and skirting area not to exceed an additional 250 square feet. The maximum allowable height as measured from natural grade at the base of the sign to the top of the structure is 40 feet. All billboard sign structures, including the outermost edge of the sign panel, must be set back from the immediately abutting street right-of-way line a minimum of 25 feet. Billboard structures shall not be permitted within 600 feet of another billboard structure measured in either direction along both sides of the street which adjoins the billboard structure, measured from the point of intersection of the face of the sign panel, as extended, and either side of the right-of-way line of the adjoining street. Furthermore, no billboard structure shall be permitted closer than 200 feet from a residential zoning district or from the property boundaries of any property which has a principal residential use located thereon, nor closer than 200 feet from the property boundaries of a public park, church, school, including the University of Northern Iowa main campus area, cemetery, hospital, the property boundaries of any

historic district established by state law or local ordinance, or the property boundaries of any certified structure listed on the national register of historic places. In addition, vertical stacking of separate sign panels on a billboard structure shall be prohibited.

- (10) *C-3 Commercial District.* Permitted signs in the C-3 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (11) *S-1 shopping center district.* Permitted signs in the S-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any store wall to which the sign is affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Accessory freestanding signs, as follows:
 1. In keeping with the intent of the S-1 zone, individual freestanding signs should be limited in number and designed to identify the shopping center and the stores contained therein. Individual business identification signs are to be discouraged.
 2. To meet this end, one such sign structure shall be permitted for each 500 linear feet, or fractional part thereof, of frontage on a public street. Such signs shall be no larger than 200 square feet and no taller than 40 feet. When separate principal uses are situated on parcels containing less than 500 feet of street frontage, one freestanding sign may be permitted. Such a sign shall be no larger than 100 square feet, and no taller than 30 feet.
 - e. All signs shall be reviewed and approved in accordance with the S-1 zoning district provisions, regulations and restrictions.
- (12) *M-1 Light Industrial District.* Permitted signs in the M-1 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (13) *M-2 heavy industrial district.* Permitted signs in the M-2 district are any sign permitted in the M-1 district.
- (14) *M-P planned industrial district.* Permitted signs in the M-P district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the sign is affixed.
 - c. Directional signs, limited to one per curb cut.
 - d. Accessory freestanding signs, as follows:
 1. Signs shall be no taller than 40 feet in height, and no larger than 200 square feet.
 2. Number of signs shall be limited to one sign per separate principal permitted structure.

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Examples of Various Sign Types

Zoning District

Sign Type	Zoning District													
	A-1	R-1	R-2	R-3	R-4	R-5	R-P	C-1	C-2	C-3	S-1	M-1	M-2	M-P
Billboard	X	X	X	X	X	X	X	X			X			X
Wall Fascia Wall-Mural	Not to exceed ¼ of surface wall	1 per parcel (excluding dwellings) not to exceed		Not to exceed ½ of surface wall	See R-1	See R-4	Not to exceed ½ of surface wall	See text for sign options, size, number, etc.						

		20 sq. ft.												
Wall-Projecting	X	X	X	X				X						
Directional		Limited to 1 per curb cut, 4 feet in height, not more than 6 sq. ft.												
Freestanding	See Restrictions	X	X	X	See Restrictions	X	See Restrictions	See Restrictions						
Off-Premises	X	X	X	X	X	X	X	X		X				X
Roof	X	X	X	X	X	X	X	X		X				X
Accessory														
Traffic/City Governmental														
Political/Educational/Religious														
Public Events/Holidays							Permitted in all zones							
Memorial/Monumental														
For Sale/Rent/Etc.														
Temporary/Construction														
Home Occupation/Window														
Portables*							See Restrictions							

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

□ = Sign type permitted within the designated zoning district.

X = Sign type not permitted within the designated zoning district.

(Code 1971, § 32-46(E); Ord. No. 2023, § 11, 8-23-93; Ord. No. 2339, § 1, 7-9-01; Ord. No. 2355, §§ 1, 2, 11-12-01; Ord. No. 2414, §§ 1—3, 2-10-03)

DIVISION 1. - GENERALLY

Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.

- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
 - (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
 - (3) An indication of the use or occupancy for which the proposed work is intended.
 - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
 - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
 - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
 - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

Item E.1.

Editor's note— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.

- (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
 - a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
 - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

Item E.1.

Editor's note— Ord. No. 2750, § 3, adopted July 11, 2011, repealed § 29-35, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-35 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-36. - Development requiring approval by state department of natural resources.

In addition to the variance and conditional uses otherwise enumerated in this article requiring approval by the state department of natural resources, state authorization shall also be required for the following uses prior to issuance of the special exception permit from the board of adjustment:

- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.
- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
 - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
 - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
 - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
 - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
 - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and
 - b. Maintain the floodproofing certifications required in subsection 29-34(b).
- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
- (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

Editor's note— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as

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part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

Sec. 29-31. - Penalty for violation of chapter.

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9 of this Code.

(Code 1971, § 32-52)

Sec. 29-32. - Enforcement of chapter.

The department of developmental services is hereby designated and ordered to enforce this chapter. In case any building or structure is erected, constructed, reconstructed, altered, repaired, moved, converted or maintained, or any building, structure or land is used in violation of this chapter, the department, in addition to other remedies, shall institute any proper action or proceedings in the name of the city to prevent such unlawful erection, moving, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violation, to prevent the occupancy of the building, structure or land, or to prevent any illegal act, conduct of business or use in or about the premises.

(Code 1971, § 32-51)

Sec. 29-33. - Occupancy permit.

- (a) No land shall be occupied or used, and no building hereafter erected or structurally altered shall be occupied or used in whole or in part for any purpose whatsoever, until a certificate is issued by the department of developmental services stating that the building and use comply with the provisions of this chapter. No change of use shall be made in any building or part thereof erected or structurally altered without an occupancy permit being issued therefor by the department. No occupancy permit shall be issued to make a change unless the changes are in conformity with the provisions of this chapter, and a certificate issued as provided in this subsection.
- (b) Nothing in this section shall prevent the continuance of a nonconforming use as authorized in this chapter, unless a discontinuance is necessary for the safety of life or property.
- (c) Certificates for occupancy and compliance shall be applied for coincidentally with the application for a building permit and shall be issued within ten days after the lawful erection or alteration of the building is completed. A record of all certificates shall be kept on file in the office of the department, and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building affected.
- (d) No permit for excavation for or the erection or alteration of any building shall be issued before the application has been made for certificate of compliance and application has been made for certificate of occupancy, and no building or premises shall be occupied until that occupancy certificate and permit are issued.
- (e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed within 12 months from the effective date of this

Ordinance No. 1633, accompanied by affidavits of proof that such nonconforming use was not established in violation of Ordinance No. 855 or amendments thereto.

(Code 1971, § 32-49)

Sec. 29-34. - Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
- (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description, that will readily identify and locate the work to be done.
 - (3) An indication of the use or occupancy for which the proposed work is intended.
 - (4) The elevations of the 100-year (1%) and 500-year (0.2%) flood.
 - (5) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of buildings or of the level to which a building is to be floodproofed.
 - (6) For buildings being improved or rebuilt, the estimated cost of improvements and fair market value of the building prior to the improvements.
 - (7) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
- (c) All uses or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
- (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

(Ord. No. 2750, § 2, 7-11-11)

Editor's note— Ord. No. 2750, § 2, adopted July 11, 2011, repealed § 29-34, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-34 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-35. - Variances and special exception permits.

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- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
- (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.

- (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
- (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:
 - a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
 - (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

(Ord. No. 2750, § 3, 7-11-11)

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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:

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- (1) Bridges, culverts, temporary stream crossings or road embankments in or on the floodway of any river or stream draining more than two square miles.
- (2) Construction, operation and maintenance of channel alterations on any river or stream draining more than two square miles.
- (3) Construction, operation and maintenance of dams and impounding structures in the following instances:
 - a. Any dam designed to provide permanent storage in excess of 18 acre-feet.
 - b. Any dam which has a height of ten feet or more and is designed to temporarily store more than five acre-feet at the top of the dam elevation, or which impounds a stream draining two or more square miles.
- (4) Construction, operation and maintenance of any levee or dike along any stream or river draining more than two square miles.
- (5) Waste or water treatment facilities on the floodplains of any river or stream draining more than two square miles.
- (6) Construction, operation and maintenance of any sanitary landfill located on a floodplain or floodway of any river or stream draining more than two square miles at the landfill site.
- (7) Construction, operation and maintenance of pipeline crossings on any river or stream draining more than two square miles.
- (8) Stream bank protective devices as follows:
 - a. Stream bank protective devices along any river or stream draining more than 100 square miles.
 - b. Stream bank protective devices along any river or stream draining between two and 100 square miles, where the cross sectional area of the river or stream channel is reduced more than three percent.
- (9) Excavation on the floodway of any stream draining more than two square miles.
- (10) Boat docks located on any river or stream, other than a lake, other than exempted nonfloating boat docks permitted by the state conservation commission.
- (11) Miscellaneous structures, obstructions or deposits not otherwise provided for, on the floodway or floodplains of any river or stream draining more than two square miles.

(Code 1971, § 32-47.1(3))

Sec. 29-37. - Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or his/her official designee to:

- (1) Review all floodplain development permit applications to ensure that the provisions of this chapter will be satisfied.
- (2) Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state or local governmental agencies.
- (3) Obtain and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.
- (4) For all new substantially improved floodproofed structures:
 - a. Verify and record the actual elevation, in relation to the North American Vertical Datum of 1988 (NAVD); and

- b. Maintain the floodproofing certifications required in subsection 29-34(b).
- (5) Maintain for public information all records pertaining to the provisions of this chapter.
- (6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation in the National Flood Insurance Program.
- (7) Review subdivision proposals to ensure that such proposals minimize flood damage, provide adequate drainage and are consistent with the purpose of this chapter, and advise the city council or potential conflicts.
- (8) Notify adjacent communities and counties and the state department of natural resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Insurance Administration.
- (9) Notify the Federal Insurance Administration of any annexations or modifications to the city's boundaries.

(Ord. No. 2750, § 4, 7-11-11)

Editor's note— Ord. No. 2750, § 4, adopted July 11, 2011, repealed § 29-37, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, § 29-37 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 29-38. - Liability limitations.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes. Larger floods may occur on rare occasions, or the flood height may be increased by manmade or natural causes such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside of the floodway, floodway fringe and general floodplain districts or land uses permitted within those districts will be free from flooding or flood damages. The granting of approval of any structure or use shall not constitute a representation, guarantee or warranty of any kind or nature by the city or the board of adjustment, or by any officer or employee thereof, of the practicality or safety of any structure or use proposed, and shall create no liability upon or cause action against any such body, officer or employee for any damage that may result pursuant thereto.

(Code 1971, § 32-54)

Sec. 29-39. - Flood insurance rate map (FIRM).

The Flood Insurance Rate Map (FIRM) for Black Hawk County and Incorporated Areas, City of Cedar Falls, Panels 19013C0145F, 0153F, 0154F, 0158F, 0161F, 0162F, 0163F, 0164F, 0166F, 0168F, 0276F, 0277F, 0278F, 0279F, 0281F, 0282F, and 0283F, dated July 18, 2011, which were prepared as part of the Flood Insurance Study for Black Hawk County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained within the Flood Insurance Study are also declared to be a part of this chapter.

(Ord. No. 2750, § 5, 7-11-11)

Secs. 29-40—29-55. - Reserved.

DIVISION 2. - BOARD OF ADJUSTMENT^[2]

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Footnotes:

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Cross reference— Airport zoning commission, § 4-26 et seq.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

(Code 1971, § 32-48(a))

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
 - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
 - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.
 - c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication,

including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.

- d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.
- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.

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- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

Sec. 29-56. - Membership; appointment of members.

A board of adjustment is hereby established, which shall consist of seven members, each to be appointed by the mayor subject to approval of the city council for the term of five years. Members shall be removable for cause by the appointing authority upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

(Code 1971, § 32-48(a))

Sec. 29-57. - Meetings and rules of procedure.

The board of adjustment shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman, or, in his/her absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public, and the presence of four members shall constitute a quorum. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(Code 1971, § 32-48(b))

Sec. 29-58. - Powers and duties.

The board of adjustment shall have the following powers and duties:

- (1) In appropriate cases and subject to appropriate conditions and safeguards, to make special exceptions to the terms of this chapter in harmony with its general purpose and intent. Any property owner aggrieved by the provisions of this chapter or any regulations or restrictions under this chapter may petition the board of adjustment directly to modify the regulations and restrictions as applied to such property owner, and the following rules shall apply:
 - a. The board of adjustment shall have a public hearing on the petitions under the same terms and conditions as provided in this division for the hearing of appeals by the board of adjustment.
 - b. The board of adjustment, in making any exception to this chapter, shall be guided by the general rule that the exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and

surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety and shall not diminish or impair established property values in surrounding areas.

- c. The board of adjustment is specifically authorized to permit erection and use of a building or the use of premises or vary the height and area regulations in any location for a public service corporation for public utility purposes or for purposes of public communication, including the distribution of newspapers, which the board determines reasonably necessary for public convenience or welfare.
 - d. The board of adjustment is specifically authorized to permit the extension of a district where the boundary line of a district divides a lot in a single ownership as shown of record or by existing contract or purchase at the time of the passage of this chapter, but in no case shall extension of the district boundary line exceed 40 feet in any direction.
- (2) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the department of developmental services in the enforcement of this chapter.
- (3) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Special conditions shall include but not be limited to a property owner who can show that his/her property was acquired in good faith and that, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographical conditions or other extraordinary or exceptional situations, the strict application of the terms of this chapter actually prohibits the use of his/her property in a manner reasonably similar to that of other property in the district.

(Code 1971, § 32-48(c))

Sec. 29-59. - Appeals.

- (a) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the department of developmental services. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the department and with the board of adjustment a notice of appeal specifying the grounds thereof. The department shall forthwith transmit to the board all the papers constituting the record upon which the action appealed from is taken.
- (b) An appeal stays all proceedings in furtherance of the action appealed from, unless the department certifies to the board, after notice of appeal has been filed with the department, that by reason of the facts stated in the certificate a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or by a court of record on application, with notice to the department, and on due cause shown.
- (c) The appealing party shall be required to submit to the secretary of the board, ten days prior to the public hearing, a petition duly signed by the owners of the property immediately adjacent, in the rear and to the side thereof, extending the depth of one lot but not to exceed 200 feet therefrom, and of those directly opposite thereto, extending the depth of one lot or not to exceed 200 feet from the street frontage of such opposite lots, indicating knowledge of the appeal and the date of the public hearing. Should an adjacent property owner refuse to sign the petition, it shall then be the duty of the appealing party to contact the adjacent property owner by certified mail, notifying the property owner of the appeal before the board, and the appealing party shall submit proof of the certified mail to the secretary of the board ten days prior to the public hearing.

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- (d) The board of adjustment shall give a reasonable time for hearing the appeal. The board shall publish notice of the public hearing on the appeal once, not less than seven nor more than 14 days before the date of the hearing, in a newspaper having general circulation in the city.
- (e) At the hearing, any party may appear in person or by agent, or by attorney. Before an appeal is filed with the board of adjustment, the appellant shall pay to the city clerk, to be credited to the general fund of the city, the cost of publishing the notice and the administrative costs of the appeal as determined by the board.
- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of developmental services. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Code 1971, § 32-48(d); Ord. No. 2631, § 1, 7-23-07)

Secs. 29-60—29-75. - Reserved.

DIVISION 3. - EXCEPTIONS AND MODIFICATIONS

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statutory, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

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

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.
- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

Sec. 29-80. - Exceptions to lot area requirements.

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In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

- (a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:
- (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
 - (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
 - (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
 - (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
 - (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
 - (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.
- (b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In

addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.

- (c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.
- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

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

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection

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of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.

- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
 - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.
 - (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention

shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.

(b) *Exceptions.* Stormwater detention will not be required for:

- (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
 - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second, then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.
 - (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
 - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
 - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
 - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
- (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will

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normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.

- (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.
- (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
- (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.
- (h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

(Code 1971, § 32-47(k))

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA
(Compiled from U.S. Weather Bureau Technical Paper #40)

Rainfall Intensities are in Inches per Hour

(24 hours)	1440	.11	.13	.16	.19	.22	.24	.27
(12 hours)	720	.19	.23	.29	.33	.38	.42	.47
(6 hours)	360	.32	.38	.48	.57	.65	.73	.80
(3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35
(2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85
<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00

	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25
	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
	10	3.52	4.21	5.23	6.02	6.84	7.52	8.55
	5	4.57	5.46	6.79	7.81	8.88	9.77	11.10
	0	—————						
		1-year	2-year	5-year	10-year	25-year	50-year	100-year
		<i>Storm Frequency (Years)</i>						

TIME OF CONCENTRATION
(Overland Flow)

;reserved=38.6p;

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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RUNOFF COEFFICIENTS FOR VARIOUS AREAS

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single family <u>unit</u> areas	0.30—0.50
Multiunits, detached	0.40—0.60

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	Multiunits, attached	0.60—0.75
	Apartment dwelling areas	0.50—0.70
	Suburban	0.25—0.40
	Business:	
	Downtown areas	0.70—0.95
	Neighborhood areas	0.50—0.70
	Industrial:	
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95

Lawns:		
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22
	Heavy soil, steep (7% or greater slope)	0.25—0.35

RUNOFF COEFFICIENTS FOR RURAL AREAS

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland:			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
Pasture:			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated:			
Flat	0.30	0.50	0.60

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	Rolling	0.40	0.60	0.70
	Hilly	0.52	0.72	0.82

Secs. 29-88—29-105. - Reserved.

Sec. 29-76. - Generally.

The regulations specified in this chapter shall be subject to the exceptions and interpretations set out in this division.

(Code 1971, § 32-47)

Sec. 29-77. - Review of proposed public improvements by planning and zoning commission.

- (a) No statuary, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

(Code 1971, § 32-47(h))

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

In any district where dwellings are permitted, a single-familyunit dwelling may be located on any lot or plot of official record as of April 3, 1970, irrespective of its area or width; and, in addition, any two-familyunit dwelling may be located on any lot or plot in an R-3 residence district that has a lot width of not less than 60 feet and a lot area of not less than 8,000 square feet and is of official record as of April 3, 1970, provided, however, that:

- (1) The sum of the side yard widths of any such lot or plot shall not be less than 20 percent of the width of the lot, but in no case shall the width be less than five feet for any one side yard.
- (2) The depth of the rear yard of any such lot need not exceed 20 percent of the depth of the lot, but in no case shall the depth be less than ten feet.
- (3) In the case of a lot of record where the requirements of subsection (1) or (2) of this section are greater than those of the district in which it is located, the lesser requirement shall apply.
- (4) In the case of platted building setback lines established on lots of record as of April 3, 1970, such setback lines may apply in lieu of those required by this section unless existing adjacent building setbacks are greater than specified on the plat of record, in which case the provisions of sections 29-111 through 29-121 shall apply.

(Code 1971, § 32-47(a); Ord. No. 2023, § 3, 8-23-93; Ord. No. 2299, § 1, 5-8-00; Ord. No. 2329, § 1, 4-9-01)

Sec. 29-79. - Exceptions to height limits.

The building height limitations of this chapter shall be modified as follows:

- (1) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, penthouses, stacks, stage towers or scenery lofts, tanks, water towers, spires and radio or television towers or necessary mechanical appurtenances may be erected to a height in accordance with the ordinances of the city. Wind energy conversion systems shall be permitted in all zoning districts, subject to approval by the board of adjustment. The board of adjustment may compel applicants to provide documentation indicating that the design, construction and operation of the system adequately safeguards the health, safety and welfare of the occupants of all adjoining and surrounding properties.
- (2) Public, semipublic or public service buildings, hospitals, medical clinics, senior housing facilities, nursing homes, housing for the elderly, professional offices, professional services, sanatoriums or schools, or other uses permitted in a district, may be erected to a height not exceeding 60 feet to the ridge line or top of the roof, and churches and temples, when permitted in a district, may be erected to a height not exceeding 75 feet, if the building is set back from each building setback line at least one foot for each foot of additional building height above the height limit otherwise provided for in the district in which the building is built. The additional setback area must be provided in open green space with living landscape material, berming and other vegetative screening elements along any property line adjacent to a public right-of-way. The building will utilize high quality materials such as brick, natural stone, glass or other materials used in the neighborhood. These materials shall be incorporated on all sides of the building. In addition, restrictive covenants, developmental agreements or design guidelines may be used to further supplement the building or site design.
- (3) Single-familyunit dwellings and two-familyunit dwellings in the dwelling districts may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided, but they shall not exceed three stories in height.

(Code 1971, § 32-47(b); Ord. No. 2843, § 1, 5-18-15; Ord. No. 2888, § 1, 11-7-16)

Sec. 29-80. - Exceptions to lot area requirements.

In any district where public water supply or public sanitary sewer is not accessible, the lot area requirements shall be determined and approved by the planning and zoning commission upon recommendation by the county board of health, the city public works department and the department of developmental services. The commission shall evaluate the longterm use of the property and projected provision of public service to the area to determine the lot size and type of water and sewer service to be required. However, should public water or public sewer not be available, the minimum lot size required shall not be less than 15,000 square feet nor more than three acres. In all cases, if the lot requirement of the district is more restrictive than this regulation, the district lot requirement shall apply.

(Code 1971, § 32-47(c))

Sec. 29-81. - Measurement of rear or side yard when yard opens onto alley.

In computing the depth of a rear yard or the width of a side yard where the rear or side yard opens on an alley, one-half of the alley width may be included as a portion of the rear or side yard, as the case may be.

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(Code 1971, § 32-47(e))

Sec. 29-82. - Yards for double frontage lots.

Buildings on through lots and extending through from street to street shall provide the required front yard on both streets.

(Code 1971, § 32-47(d))

Sec. 29-83. - Other exceptions to yard requirements.

- (a) *Obstructions in required yards.* Every part of a required yard shall be open to the sky, unobstructed with any above-grade building or structure with the following exceptions:
 - (1) The ordinary projections of skylights, sills, belt courses, cornices, roof eaves and ornamental features, such projections not to exceed 36 inches.
 - (2) Handicap accessible ramps, railings or walkways that may extend to the property line in order to accommodate handicap access and egress.
 - (3) The usual steps of enclosed or unenclosed porches, stoops, or other entryways, said steps to extend no closer than five feet from the property line.
 - (4) Unenclosed and unroofed decks may extend no closer than five feet from a side yard property line. Said unenclosed and unroofed decks shall extend no further than ten feet into the required front yard or required rear yard area.
 - (5) Other decorative lawn ornaments such as bird feeders, lighting fixtures, art work, or any similar item not recognized by the uniform building code as a building or structure shall be allowed.
 - (6) Permitted accessory structures and fences. Said accessory structures, including but not limited to garages or storage sheds, shall not be allowed in any portion of a required front yard.
- (b) *Swimming pools.* In all residential zoning districts detached above-ground and in-ground swimming pools are permitted for private use. The size and location of said swimming pools on the site will be governed by the regulations controlling detached accessory structures (section 19-115). However, said swimming pools will be allowed the area permitted in section 29-115 exclusive of any existing or proposed accessory structures on the lot, provided that minimum setbacks and building separations are maintained. No permanent swimming pools will be permitted in the required front yard. In addition, a fence measuring at least five feet in height shall be established around the perimeter of said swimming pool.
- (c) *Rowhouses and condominiums.* In all districts providing for multiple-familyunit dwellings, the front, rear and side yard requirements shall apply to the building where utilized as a row or condominium dwelling, and shall not be required for each individual unit.
- (d) *Conversion of duplex to bi-attached dwelling.* In the case of a duplex conversion to bi-attached dwelling status, the front, rear and side yard requirements shall apply to the duplex structure as a whole, as required by the zoning classification in which the duplex is located, if the duplex was constructed prior to March 9, 1981.

(Code 1971, § 32-47(f); Ord. No. §§ 4, 5, 8-23-93; Ord. No. 2163, § 1, 10-14-96)

Sec. 29-84. - Satellite receiving dishes.

Satellite receiving dishes shall be permitted in all districts subject to the following:

- (1) Satellite receiving dishes shall be classified as an incidental use, and shall not be permitted upon a lot unless such lot has a principal permitted use located thereon. No more than one dish shall be permitted on any parcel.
- (2) The size of satellite receiving dishes shall not be subject to the total square footage limitation for accessory buildings as outlined in section 29-115, but the dish shall be set back at least two feet from private property lines as measured at the most extreme axis.
- (3) A building permit shall be issued by the city prior to the installation or structural alteration of any satellite receiving dish. The dish shall meet all requirements of the building and electrical codes.
- (4) No satellite receiving dish shall be permitted within a provided front yard, or within any portion of a required side yard lying closer to the front lot line than the rear of the principal structure.
- (5) Satellite receiving dishes shall not exceed a maximum height of 20 feet, as measured at the most extreme vertical axis.
- (6) Roof-mounted satellite receiving dishes shall be restricted to commercial and industrial zoning districts, and shall not extend more than ten feet above the height limit established for the district in which the structure is located.
- (7) No satellite receiving dish shall be permitted to cause electrical disturbances, nor interfere with the transmission of communication signals to adjacent properties.

(Code 1971, § 32-47(f))

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

An existing open porch may be remodeled or rebuilt to an enclosed nonhabitable vestibule entranceway, which may include closet space, when projecting not more than one-fourth of the width of the residence.

(Code 1971, § 32-47(g))

Sec. 29-86. - Walls, fences and hedges.

- (a) In any residential or agricultural zoning district, a wall, fence or hedge not to exceed four feet in height may be located and maintained on any part of a lot, except in the case of a corner lot it shall not exceed three feet in height above the curb level in the triangular area formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way line measured from their point of intersection and the third side being a line connecting the ends of the other two lines. However, a fence not to exceed four feet in height may be located within this triangular area if it is constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. A wall, fence or hedge not to exceed eight feet in height may be located and maintained anywhere on a lot to the rear line of the required front yard. However, in the case of a corner lot or reversed lot, it shall not be closer to the property line than to the rear of the side yard requirement. Fences shall be constructed of materials commonly used for landscape fencing, such as masonry, block, lumber or chain link, but shall not include corrugated sheetmetal, barbed wire or salvage material, or be electrified.
- (b) In any commercial or industrial zoning district, no wall or fence, except as noted in this subsection, shall be located or maintained within the following described areas:
 - (1) The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way with two sides of each triangle being formed by lines extending a distance of ten feet in length from the point of intersection and the third side being a line connecting the ends of the ten-foot sides.

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- (2) The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

However, fences not exceeding height requirements may be located within these triangular areas if constructed of materials which provide openings of not less than 75 percent in area of the vertical surface of the fence to permit transmission of light, air and vision through the vertical surface at a right angle. No structure, material storage, vehicle or other obstruction shall be situated therein preventing the view of traffic approaching the intersection from either way.

- (c) In any commercial zoning district, a wall, fence or hedge not to exceed eight feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (d) In any industrial zoning district, a wall, fence or hedge not to exceed ten feet in height may be located and maintained on any part of a lot, except as provided in subsection (b) of this section.
- (e) In any commercial or industrial zoning district, fences shall not be constructed of salvage material, shall not be electrified, and shall not use barbed wire closer than six feet to the ground or higher than the maximum allowable fence height in the applicable zoning district.
- (f) In all zoning districts, no portion of any wall, fence or hedge shall extend beyond the owner's private property line.
- (g) Fences used solely for permitted livestock containment purposes may be electrified or utilize barbed wire or corrugated sheet metal within the height requirements of the applicable zoning district.
- (h) No wall, fence or hedge shall be so located as to obstruct the view of traffic approaching an intersection from any direction.
- (i) No wall, fence or hedge shall be located as to obstruct direct access to a fire hydrant from the public right-of-way, nor shall any wall, fence or hedge be situated closer than four feet to a fire hydrant.

(Code 1971, § 32-47(j))

Sec. 29-87. - Stormwater detention.

- (a) *Required; request for review.* In all zoning districts, in connection with every industrial, commercial, business, trade, institutional, recreational or dwelling use, and similar uses, stormwater detention shall be provided and shall be subject to the review and approval of the city engineer. A request for stormwater detention review shall be accompanied by two copies of plans showing all existing landscaping, surface treatments, structures, measurements and elevations and two copies of plans showing proposed improvements, surface types, measurements, elevations, stormwater detention calculations and method of detention. In all zoning districts, all uses shall provide stormwater detention in accordance with the criteria in this section.
- (b) *Exceptions.* Stormwater detention will not be required for:
 - (1) Individual single-family unit dwelling units, duplexes, bi-attached dwelling units or similar uses or lots with low runoff coefficients.
 - (2) All uses on undeveloped lots of record as of September 26, 1983, where the difference between the runoff of a ten-year frequency rainfall, as applied to the entire lot, including the proposed improvements, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the lot as it existed in its natural, undeveloped state. However, following initial development, should any deed transfer, lot split, resubdivision or addition reduce the computed lot area or increase the amount of impervious surface, increasing the runoff by an amount greater than one cubic foot per second,

then stormwater detention shall be provided for the entire lot in conformance to the criteria in subsection (c) of this section.

- (3) Additions to existing structures or new structures on developed lots of record as of September 26, 1983, where the total stormwater runoff generated from a ten-year frequency rainfall, applied to the entire area of the addition or new structure, including the proposed improvements and required parking addition, is less than or equal to one cubic foot per second when compared to the amount of total stormwater runoff generated from a two-year frequency rainfall on the affected area in its existing state. However, following completion of the proposed addition or new structure without stormwater detention, should any deed transfer, lot split, resubdivision, new addition or structures be added to the lot which reduce the computed lot area or increase the amount of impervious surface such that the sum of the improvements generate a runoff greater than one cubic foot per second, then stormwater detention shall be provided for all additions or new structures added after September 26, 1983, in conformance to the criteria in subsection (c) of this section.
 - (4) Reconstruction, repair or replacement of uses on developed lots in conformance with all other applicable sections of this chapter and this Code, provided that such reconstruction, repair or replacement may not increase the total stormwater runoff generated by the lot as it existed prior to reconstruction. Should the reconstruction, repair or replacement generate runoff greater than that discharged prior to construction, the lot shall conform to the criteria in subsection (b)(3) of this section.
 - (5) Individual lots recorded after September 26, 1983, if the plat in which the lots are located provides stormwater detention for all lots, onsite or offsite, equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall applied to the entire plat, including proposed improvements, public and private, and a two-year frequency rainfall applied to the site as it existed in its natural undeveloped state.
 - (6) Any lot where a governmental body or private drainage district has provided overall drainage basin detention facilities and the city has waived by resolution the detention criteria for individual lots in that basin.
- (c) *Detention requirements.* All lots not exempted by subsection (b) of this section shall detain all onsite stormwater runoff equal to the difference between the total stormwater runoff generated from a ten-year frequency rainfall as applied to the entire lot, including the proposed improvements, and a two-year frequency rainfall applied to the lot as it existed in its natural undeveloped state.
 - (d) *Special detention requirements.* The city council, upon recommendation of the planning and zoning commission or at its own discretion, may prescribe that a higher degree of stormwater detention be required if it is in the best interest of the general public. The special detention requirement will normally be reserved for developments with large quantities of impervious surfaces, where the drainage basin in which the development is located is experiencing flooding problems, or where receiving stormwater facilities cannot accept the normal two-year storm discharge.
 - (e) *Waivers.* Stormwater detention requirements may be waived by the city council following receipt of sufficient written justification from the property owner indicating that it is not physically or economically feasible to detain stormwater and that such discharge will not be injurious to downstream properties in the drainage basin.
 - (f) *Evaluation of drainage system.* All developments and subdivisions which are required by this section to provide stormwater detention or installation of a public storm sewer system shall provide an evaluation of the 100-year storm overflow from the development's primary drainage system. The evaluation will be reviewed by the city to ensure unobstructed overflow areas are provided for a 100-year storm as a protection to new construction in the development and downstream properties.
 - (g) *Determination of specific requirements.* The charts following this section shall be used to determine if stormwater detention is required.

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(h) *Inspection and approval.* All required stormwater detention shall be in place, inspected and approved by the city engineer or his/her staff designees prior to issuance of an occupancy permit. However, installation prior to occupancy may be waived in accordance with section 29-177(g)(6).

(Code 1971, § 32-47(k))

TABLE B-1. RAINFALL INTENSITIES, WATERLOO, IOWA
 (Compiled from U.S. Weather Bureau Technical Paper #40)
 Rainfall Intensities are in Inches per Hour

(24 hours)	1440	.11	.13	.16	.19	.22	.24	.27
(12 hours)	720	.19	.23	.29	.33	.38	.42	.47
(6 hours)	360	.32	.38	.48	.57	.65	.73	.80
(3 hours)	180	.55	.67	.85	.93	1.10	1.23	1.35
(2 hours)	120	.76	.90	1.15	1.31	1.55	1.70	1.85
<i>Storm Duration (Minutes)</i>	90	1.03	1.23	1.53	1.76	2.00	2.20	2.50
	60	1.29	1.54	1.95	2.22	2.55	2.82	3.15
	50	1.44	1.72	2.14	2.46	2.80	3.08	3.50
	40	1.65	1.97	2.45	2.82	3.20	3.52	4.00
	30	2.06	2.46	3.06	3.52	4.00	4.40	5.00
	20	2.57	3.07	3.82	4.40	5.00	5.50	6.25
	15	2.97	3.54	4.41	5.07	5.76	6.34	7.20
	10	3.52	4.21	5.23	6.02	6.84	7.52	8.55
	5	4.57	5.46	6.79	7.81	8.88	9.77	11.10
	0	—						

		1-year	2-year	5-year	10-year	25-year	50-year	100-year
		<i>Storm Frequency (Years)</i>						

TIME OF CONCENTRATION

(Overland Flow)

;reserved=38.6p;

<p>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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RUNOFF COEFFICIENTS FOR VARIOUS AREAS

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single family <u>unit</u> 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
Business:	
Downtown areas	0.70—0.95
Neighborhood areas	0.50—0.70

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Industrial:		
	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
Parks, cemeteries		0.10—0.25
Playgrounds		0.20—0.35
Railroad yard areas		0.20—0.40
Unimproved areas		0.10—0.30
Streets:		
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
Drives and walks		0.75—0.85
Roofs		0.75—0.95
Lawns:		
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22

Heavy soil, steep (7% or greater slope)	0.25—0.35
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RUNOFF COEFFICIENTS FOR RURAL AREAS

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
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.

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

ORDINANCE NO. _____

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.

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.

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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.

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.

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Fair market value means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

Family means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

Family day care home means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

Flood means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or

properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Floor area ratio means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

Garage, private means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

Gasoline filling station means any building or premises used for:

- (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

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structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Historic structure means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of Interior or
 2. Directly by the Secretary of Interior in states without approved programs.

Home occupation means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

Hotel means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

Junkyard means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

Kennel means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

Landscape area means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

Lot means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this

chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and
- (4) A parcel of land described by metes and bounds;

provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot depth means the mean horizontal distance between the front and rear lot lines.

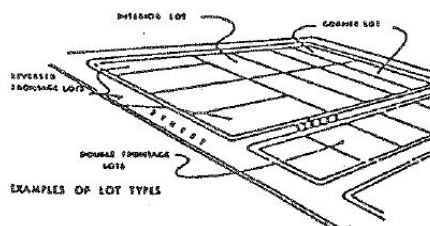
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot, interior means a lot other than a corner lot.

Lot lines means the lines bounding a lot.

Lot of record means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, reversed frontage means a corner lot, the side street line of which is substantially a



continuation of the front line of the first platted lot to its rear.

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;

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- (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.

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.

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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.

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.

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Street, public means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

Structural alterations means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Travel trailer means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

Wind energy conversion system means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

Variance means a grant of relief by a community from the terms of the zoning ordinance.

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

Yard means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

Yard, front means a yard extending across the full width of the lot and measured between the front lot line and the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

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.

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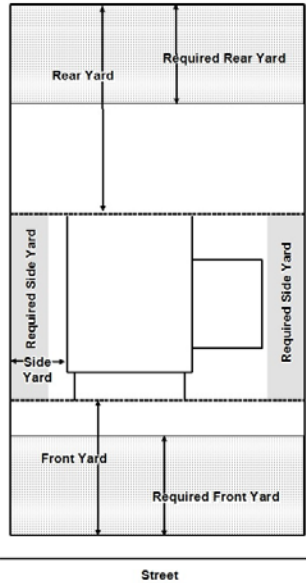


Figure 1

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

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.

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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.

- (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.

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- (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
- (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
 - (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include but shall not necessarily be limited to:
 - (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.
 - (3) Imposition of operational controls, sureties and deed restrictions.
 - (4) Requirements for construction of channel modifications, dikes, levees and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
 - (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the

applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include but are not necessarily limited to the following:

- a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
- (6) Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
 - (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
 - (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
 - (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

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.

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- (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.

- (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^[2]

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.

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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

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.**

Item E.1.

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 statuary, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixture, public structure or appurtenance, shall be located or erected, or a site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof, until and unless the design and proposed location of any such improvement shall have been submitted to the city planning and zoning commission and its recommendations thereon obtained. If the commission disapproves the proposed improvement, it may be approved by the city council only by an affirmative vote of a simple majority of all the membership of the council.
- (b) Such requirements for recommendations shall not act as a stay upon action for such improvements where such commission, after 60 days' written notice requesting such recommendations, shall have failed to file the recommendations.

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

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.

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- (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.

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.

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- (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.

- (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

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<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>EXAMPLE: Bare, Rocky Soil on 1.5% Slope. Find Time of Concentration for Overall Length of 1000 feet.</p>	<p>PROCEDURE: Connect Overland Condition (1) with Slope (2). Where Line Crosses the Pivot Line (3), Extend a Line from the Length (4) through the Pivot Line (3) to the Time of Concentration (5).</p>
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RUNOFF COEFFICIENTS FOR VARIOUS AREAS

Type of Drainage Area	Runoff Coefficient, C
Residential:	
Single-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
Business:	
Downtown areas	0.70—0.95
Neighborhood areas	0.50—0.70
Industrial:	

	Light areas	0.50—0.80
	Heavy areas	0.60—0.90
	Parks, cemeteries	0.10—0.25
	Playgrounds	0.20—0.35
	Railroad yard areas	0.20—0.40
	Unimproved areas	0.10—0.30
	Streets:	
	Asphalt	0.70—0.95
	Concrete	0.80—0.95
	Brick	0.70—0.85
	Gravel	0.45—0.60
	Drives and walks	0.75—0.85
	Roofs	0.75—0.95
	Lawns:	
	Sandy soil, flat (0—2% slope)	0.05—0.10
	Sandy soil, average (2—7% slope)	0.10—0.15
	Sandy soil, steep (7% or greater slope)	0.15—0.20
	Heavy soil, flat (0—2% slope)	0.13—0.17
	Heavy soil, average (2—7% slope)	0.18—0.22
	Heavy soil, steep (7% or greater slope)	0.25—0.35

RUNOFF COEFFICIENTS FOR RURAL AREAS

Topography and Vegetation	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland:			
Flat (0—5% slope)	0.10	0.30	0.40
Rolling (5—10% slope)	0.25	0.35	0.50
Hilly (10—30% slope)	0.30	0.50	0.60
Pasture:			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated:			
Flat	0.30	0.50	0.60

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	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

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.

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- (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.

- (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.

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- (b) *Nonconforming uses or buildings in A and R districts.* No existing building or premises devoted to a use not permitted by this chapter in a residence district in which such building or premises is located, except when required by law, shall be enlarged, extended, reconstructed, substituted or structurally altered, unless the use thereof is changed to a use permitted in the district in which such building or premises is located, except as follows:
- (1) *Substitution.* If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
 - (3) *Additions.* If the existing building or premises is devoted to a use permitted in the district but the structure is nonconforming by virtue of inadequate yard area, such structure may be enlarged:
 - a. Into those yard areas exceeding yard requirements of this chapter, provided the addition meets the requirements of this chapter as these apply to the new construction and yard area in which construction takes place; and
 - b. Into those yard areas not meeting yard requirements only to the extent the addition does not exceed the building lines established by already existing walls of the structure or building. The term "existing walls" shall not include fences, independent walls on or near the property line or other such similar structures independent from principal use structures.

In neither case shall this construction infringe upon the sight distance requirements for corner or triangular lots as set out in this chapter.

- (c) *Nonconforming uses or buildings in districts other than A and R districts.*
- (1) *Structural alterations and enlargements.* Any buildings in any district other than an R district devoted to a use made nonconforming by this chapter may be structurally altered or enlarged in conformity with the lot area, lot frontage, yard and height requirements of the district in which situated, provided such construction shall be limited to buildings on land owned of record by the owner of the land devoted to the nonconforming use prior to the effective date of this chapter. In the event of such structural alteration or enlargement of buildings, the premises involved may not be used for any nonconforming use other than the use existing on the effective date of this chapter, other provisions of this chapter notwithstanding.
 - (2) *Discontinuance.* If a nonconforming use of any building or premises is discontinued for a period of one year, the use of the building or premises shall conform thereafter to the uses permitted in the district in which it is located.
- (d) *Replacement of damaged buildings.* Any nonconforming building or structure damaged to an extent 50 percent or more of its fair market value at the time of damage of any origin, including but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God shall not be restored or reconstructed and used as before such happening unless restored or reconstructed in compliance with this chapter, provided that such restoration or reconstruction work is started within six months of such happening. Any pre-existing residential use established in a district where such use is not permitted shall be allowed to be restored or reconstructed, provided such property is not located in a designated flood way or flood way fringe district. If the building or structure is less than 50 percent damaged, it may be restored, reconstructed or used as before, provided that such restoration or reconstruction work is started within six months of such happening. Restoration or reconstruction of nonconforming buildings

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

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).

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- (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.

- (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 ($LW \times RY \times .45 =$ 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.

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- (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.

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.

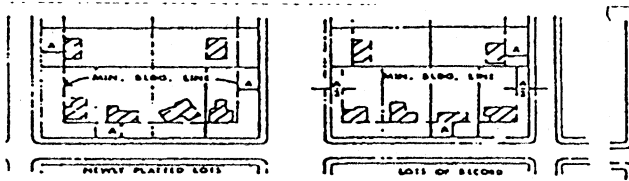
- (13) All detached accessory structures measuring at least 600 square feet in base floor area but no larger than 1,200 square feet in base floor area, which are established in residential zoning districts in compliance with the regulations set forth in this chapter, shall be consistent with the architectural 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

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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.



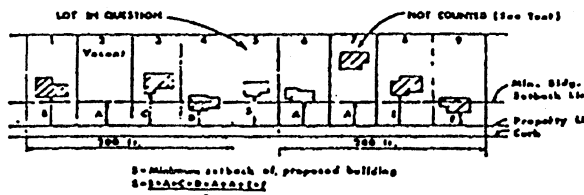
Corner Lot Setback

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

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

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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;

- (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.

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- (9) *Tower*: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, and the like. The term includes the structure and any support thereto.
- (10) *Tower height measurement*: The distance between the base of the tower (ground level) and the top of the tower or the top of the highest appurtenance mounted on the tower, whichever measurement is greater.
- (11) The following documents and agencies referenced herein are applicable to the extent specified:
- a. *EIA-222*. Electronics Industries Association, Standard 222 Structural Standards for steel antenna towers and antenna support structures.
 - b. *FAA*. Federal Aviation Administration.
 - c. *FCC*. Federal Communications Commission.
 - d. *ANSI-95.1*. The most recently adopted standard of the American National Standards Institute which establishes guidelines for human exposure to non-ionizing electromagnetic radiation.
- (c) *General requirements*.
- (1) *Principal or accessory use*. Antennas and towers may be considered either principal or accessory uses, but shall in any event comply with all of the requirements of this section and of this chapter relating to principal and/or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
 - (2) *Lot size*. For purposes of determining whether the installation of a tower or antenna complies with zoning district development regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.
 - (3) *Inventory of existing sites*. Each applicant for an antenna and/or tower shall provide to the city planner an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city, or within one mile of the border thereof, including specific information about the location, height, and design of each tower. The city planner may share such information with other applicants applying for a land use permit under this section or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city planner is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
 - (4) *Exemption for certain towers of governmental bodies*. Communications towers and/or antennas erected by city, county or state governmental bodies for public safety or other essential public purposes shall be exempt from the provisions of this section.
- (d) *Regulation of all communication towers*.
- (1) *General requirements*.
 - a. *State or federal requirements*. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring all towers and antennas

into compliance with such revised standards and regulations shall constitute grounds for the city to require the removal of the tower or antenna at the owner's expense.

- 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

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such assessments to the county auditor to be paid by the owner of the property on which the tower is located, in installments in the same manner as property taxes, as provided by law.

- i. *Interference.* Any signal interference complaints associated with communication towers or related equipment shall be addressed in accordance with FCC rules and procedures.
- j. *Lighting.* No towers shall be artificially lighted unless required by the FAA or other federal or state authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and/or the surrounding or abutting properties.
- k. *Coloration.* Towers, accessory structures, and other related components shall use paint or coloration which blends in, to the maximum extent possible, with the surrounding environment and surrounding buildings.
- l. *Aesthetics.* Towers and antennas shall meet the following requirements:
 1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness to the maximum extent possible.
 2. At a tower site, the design of the buildings and related structures shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.
 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
- m. *Property owner information.* It shall be the responsibility of the tower owner to furnish to the city any change in name or address of the owner of the property upon which the tower is situated.
- n. *[Tower separation requirements.]* If any tower is removed from a site within the city for any reason, including, without limitation, a tower that is knocked down, blown down, or damaged to such an extent that major structural repairs are required, or if the tower is removed for any other reason, and if a new or replacement tower is proposed on the same property and at the same location, such new or replacement tower may be considered for erection at the same location on the same property, subject to compliance with the review process and standards contained in this section. Any such application shall be subject to review and approval by the planning and zoning commission and city council.

The tower separation requirements of this section shall not, in and of themselves, necessarily serve as a basis for denial of such an application. The planning and zoning commission and city council may waive the tower separation requirements with respect to said application if, after considering all relevant circumstances, including whether the applicant has clearly demonstrated to the satisfaction of the commission and the council that all practical and feasible co-location alternatives have been investigated, considered and appropriately rejected, and, based upon all other relevant factors and circumstances, the commission and council determine that approval of the application shall serve the interests of the community.
- o. *Tower design.* In furtherance of the goal set forth in subsection (a)(4) of this section, to strongly encourage co-location of communication antennas on existing towers or other existing structures, each applicant proposing to construct a new communications tower shall be required to design the proposed new tower so as to accommodate the co-location of the

antenna arrays of at least three additional telecommunications carriers or providers, in addition to the antenna requirements of the applicant proposing to construct the new tower.

(2) *Tower application.* Prior to the installation of any communication tower within the city the owner/operator shall submit to the city planner an application for a land use permit. Said application shall include at a minimum the following information and/or documentation:

- a. Detailed, scaled site plan illustrating property location and address, including a location map, property dimensions, tower location, tower height, and adjacent land uses and zoning districts within 200 feet of the tower site, on-site land uses and zoning classification of the 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,

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structural failure probability and predicted fall zones, and other relevant data requested by the city planner, all certified by the applicant's engineer.

- j. A non-refundable fee as established by resolution of the city council to reimburse the city for the costs of reviewing the application.
- k. All information of an engineering nature that the applicant submits to the city in connection with the application, whether civil, mechanical, or electrical, shall be certified as true, correct and complete by a licensed professional engineer who is qualified to make such certification with respect to that field of engineering.
- l. Legal description and street address of the tract of land and of the leased parcel, if applicable, on which the tower will be located.
- m. A notarized statement by the applicant's engineer as to whether construction of the tower will accommodate co-location of additional antennas for future users, and if so, how many and what size and type of such antennas.
- n. Identification of the entities providing the backhaul network for the tower described in the application, and for other tower sites owned or operated by the applicant in the city.
- o. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures, including co-location on an existing tower or other structure, to provide the services to be provided through the use of the proposed tower, accompanied by a certification thereof from the applicant's engineer.
- p. The distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
- q. The separation distance from other towers described in the inventory of existing sites submitted pursuant to subsection (c)(3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
- r. The separation distance between the location of the proposed new tower and all other existing communications towers located within 5,000 feet of the proposed tower, together with the specific location, type of construction, and name of owner/operator of each such existing tower, and whether such existing tower is structurally and technologically capable of accommodating any additional antennas on such tower, and if so, how many and what type of antennas may be accommodated on each such other existing tower.
- s. A description of the feasible location(s) of future towers or antennas within the city based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.
- t. A description of any artificial lighting proposed with respect to the applicant's tower, including a description of how such lighting will impact the surrounding views and the surrounding or abutting properties.
- u. Information and documentation which demonstrates that the applicant complies with all of the provisions of this section, and all applicable federal, state and other local laws.
- v. The inventory of existing sites as required in subsection (c)(3) of this section.
- w. Description of vehicular access route to the proposed tower site, including proposed curb cuts, subject to review and approval by the city engineer.
- x. Such other information and documentation as may be requested by the city planner to evaluate the application and to determine whether it satisfies the requirements of this section.

- (3) *[Request for tower construction.]* Following receipt of all completed materials and documentation the city planner shall, if appropriate, refer the request for tower construction to the planning and zoning commission and the city council for further review.
- (4) *[Applications for tower installation.]* The planning and zoning commission and city council shall review such applications for tower installation to assure that the structure meets all safety requirements, is properly engineered, is compatible with surrounding land uses, will have no adverse impact upon nearby properties, and complies with the requirements of this section.
- (5) *Antenna application.* Prior to the installation of any antenna on an existing communication tower, building, or other structure of any kind, the owner/operator of the antenna shall submit to the city planner an application for an antenna/land use permit. Said application shall include at a minimum the following information and/or documentation:
- 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;

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- (2) Proximity of the tower to residential structures and residential district boundaries;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and foliage;
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness. This consideration shall involve evaluation of any proposed camouflage design options and whether any such camouflage options are in character with the surrounding area and that the proposed design achieves the desired camouflage effect.
 - (7) Proposed ingress and egress; and
 - (8) Availability of suitable existing towers, other structures, or alternative technologies not requiring the use of towers or structures.
- (f) *Availability of suitable existing towers, other structures, or alternative technology.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning and zoning commission and city council that no existing tower, structure or alternative technology that does not require the use of towers or structures can accommodate the applicant's proposed tower structure and/or antennas. An applicant shall submit information requested by the city planner related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
- (1) No existing towers or structures are located within the geographic area which meet applicant's reasonable and technologically sound engineering requirements.
 - (2) Existing towers or structures are not of sufficient height to meet applicant's reasonable and technologically sound engineering requirements.
 - (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment, and still meet applicable structural requirements described in this section.
 - (4) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna such that the applicant's antenna would not be technologically feasible.
 - (5) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable, based on reasonable technological and/or engineering criteria.
 - (6) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable, based on reasonable technological and/or engineering criteria.
 - (7) The applicant demonstrates that an alternative technology that does not require the use of towers or structures, such as a cable microcell network using multiple low-powered transmitters/receivers attached to a wire line system, is unsuitable, based on reasonable technological and/or engineering criteria. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.
- (g) *Setbacks.* The following setback requirements shall apply to all towers for which a land use permit is required:

- (1) Towers must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (2) Guy wire and other structural support elements and accessory buildings must satisfy the minimum zoning district setback requirements that are applicable to principal uses on the property where the proposed tower will be situated.
 - (3) If towers are established on properties located adjacent to a freeway, state highway, a major or minor arterial street/roadway or collector street, all such streets and roadways indicated on the City Major Thoroughfare Map, the tower structure must be located at least the height of said tower in distance from the adjacent said public right-of-way.
- (h) *Location and installation.*
- (1) Residential districts: Communication towers intended to serve personal and amateur radio operators, including hobby radio operators (i.e. "private radio operators") shall be permitted within any residential zoning district as an accessory use to a principal permitted residential use, subject to the following requirements:
 - a. Said private radio communication towers in residential districts shall not be located in front of any residence and not within any required side or rear yard areas. If the tower is 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

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tower in any such residential zoning district is in conformity with the purposes set forth in subsection (a) of this section, and otherwise meets all of the applicable requirements of this section. No two-legged or multi-legged lattice structure or guy wire supported towers shall be permitted in any residential zoning district under any circumstances. Commercial and private communication equipment, including antennas and accessory support facilities (i.e., small detached structures) may be permitted within any such residential zoning district only when all of the following requirements are met:

- a. It is proposed to affix communication antennas to a camouflaged tower, existing structure such as a church steeple, water tower, telephone or electric pole, or other acceptable camouflage design;
 - b. The antenna and accessory communication equipment are camouflaged or heavily screened so as to be as unobtrusive and unnoticeable within the neighborhood as possible;
 - c. The applicant demonstrates compliance with all of the applicable requirements of this section; and
 - d. Subject to review and approval by the planning and zoning commission and the city council, if applicable under subsection (d)(5) of this section.
- (3) Commercial districts: Communication towers intended for use for commercial purposes or by any entity other than a private hobby radio operator shall be permitted as a principal permitted use in the following zoning districts: A-1, except as limited herein, C-2, PC-2, C-3, M-1 or M-2, upon site plan review and approval by the planning and zoning commission and the city council. Said communication towers shall not be allowed as principal permitted uses in the following zoning districts: C-1, MPC, S-1, PO-1, BR, MU, HWY-1, HWY-20 Districts or within the HCG highway corridor greenbelt overlay zoning district.
- (i) *Towers as principal permitted or accessory uses.*
- (1) Towers that are proposed as principal permitted uses or accessory uses shall be subject to the following standards:
- a. Towers proposed to be established as principal permitted or accessory uses in the A-1 agriculture zoning district shall be guided by the city's schematic land use map. There are many A-1 agriculture zoning districts within the city which are located adjacent to residential zoning districts and which have not yet been rezoned for development purposes. Therefore, in order to discourage the establishment of commercial communication towers immediately adjacent to or within existing residential neighborhoods, the city's schematic land use map shall be utilized as a guide in evaluating which properties are designated as future residential development areas. It is the intent of this section that towers proposed to be established in the A-1 agriculture zoning district must be located in those areas intended for future commercial or industrial development areas and shall not be permitted in those areas designated for future residential development as indicated on the city's schematic land use map, except as otherwise expressly provided in subsection (h)(2). Said towers will be governed by the following standards outlined herein.
 - b. Towers proposed to be established as principal permitted or accessory uses in A-1, M-1 or M-2 districts shall be limited to an overall height, as measured from natural grade, of 250 feet. All such towers that are 150 feet or less in overall tower height must be of monopole construction.
 - c. Towers proposed to be established as principal permitted or accessory uses in C-2, PC-2 or C-3 zoning districts shall be limited in overall height to 120 feet. All such towers must be of monopole construction.

- d. All towers proposed to be established as principal permitted or accessory uses shall be located on the lot so that the distance from the base of the tower to any adjoining property line, or leased property boundary, meets the minimum building setback requirement for the zoning district in which the tower is located.
- e. Guy wires or radiating tower support structures, if utilized in conjunction with a tower, shall maintain a setback from the property line equal to the building setback requirement in the zoning district in which it is located.
- f. All towers proposed to be established as principal permitted or accessory uses shall be certified by a registered engineer stating that the tower structure will withstand wind pressures of 80 miles per hour with one-half inch ice load. If said tower is roof-mounted the same engineering certification shall be provided for both the tower and the building to which it is attached.
- g. Camouflage design options for the tower structure and related facilities must be evaluated based upon the requirements of this section. It is the intent of this regulation to seek out and pursue camouflage design options to the maximum extent possible.
- h. Security fencing, measuring at least six feet in height, shall be required around the base of the tower and also around guy anchors of any tower, and shall also be equipped with an appropriate anti-climbing device, unless waived by the city council, as it deems appropriate.
- i. Landscaping. The following requirements shall govern the landscaping surrounding towers for which a land use permit is required; provided, however, that the city council may waive such requirements if the goals of this ordinance would be better served thereby.
 - 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

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

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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:

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.

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- (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

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.

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- 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.

- (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

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where the Wind Energy Facilities or tower structures are to be located need to be illustrated with names and addresses of all property owners of those properties shown on the site plan application. The site plan must also illustrate all structures on abutting properties and the distance between those structures and the proposed Wind Energy Facilities or tower structure(s). Nearby streets and roadways, including the entire public right of way located closest to the proposed Wind Energy Facility also needs to be clearly illustrated. All above-ground utility structures, including but not limited to overhead electric lines need to be illustrated on the site plan.

- e. A diagram illustrating the potential "fall zone" (i.e. in the event of catastrophic collapse of the tower structure(s) of the Wind Energy System and/or tower structures(s) with property boundaries, building structures and public right of ways clearly illustrated within the potential "fall zone."
- f. A diagram illustrating the estimation of "ice throw" distances that can be anticipated from the Wind Energy Facility during operation.
- g. A diagram illustrating anticipated prevailing wind directions and how those prevailing winds will serve the proposed wind energy system. Trees, building structures or other impediments to prevailing wind flows on or off the property must be delineated. No off-site trees, hills, structures, or other facilities not located on the property under review may be trimmed, graded, altered or removed to benefit the wind circulation serving the proposed Wind Energy Facility without approval from the city council and the owner of the off-site property.
- h. A description of the large or small Wind Energy Facility's height and design, including cross sections, elevation, and diagram of how the Wind Energy Facility will be anchored to the ground or structures, prepared by a professional engineer licensed in the State of Iowa. A description of the facility's function must also be described (i.e. whether a horizontal or vertical turbine) and general direction of rotation with a description of anticipated noise generation by a properly maintained mechanism. An illustration of ice shedding or "ice throw" areas and any affected building structures or nearby properties also need to be clearly illustrated by a professional engineer.
- i. A statement from the applicant that all Wind Energy Facilities will be installed in compliance with manufacturer's specifications, and a copy of those manufacturer's specifications must be provided with particular attention to wind load capacity and other details regarding structural integrity. Other details relating to matters such as "ice throw" distances, shadow "flicker" or noise generation must also be provided.
- j. A signed statement from the landowner(s) of the site stating that he/she will abide by all applicable terms and conditions of this section particularly with respect to responsibility for proper maintenance of the Wind Energy Facility and responsibility for removal of the Wind Energy Facility including tower structure in the event of severe damage, disuse or abandonment.
- k. A statement indicating what hazardous materials will be used or stored on the site in conjunction with the Wind Energy Facility or tower structure or its operation.
- l. A statement indicating how the Wind Energy Facility will be illuminated, if applicable, with demonstration that any such required illumination will not affect nearby properties. Illumination of or on wind energy systems or tower structures(s) shall be prohibited unless required by the FCC or FAA.

- m. A statement by an appropriate authority with regard to any potential electromagnetic interference with radio, television or cellular communication air waves in the vicinity of the proposed Wind Energy Facility.
 - n. A description of noise levels anticipated to be generated by the Wind Energy Facility.
 - o. A statement from the city electric utility that the proposed Wind Energy Facility is compatible with the local energy grid system and that the proposal is acceptable to the local electric power utility. A description of electrical generation and use of "excess" power must be provided. Any proposed Wind Energy Facility to be installed with the intent to distribute electricity directly to Cedar Falls Utilities (CFU) or any other electrical distributor or to a facility with electric service from CFU must meet CFU safety and interconnection requirements and receive pre-approval from CFU or any other local electrical utility.
 - p. For Large and Small Wind Energy Facilities, including roof-mounted facilities, photo exhibits illustrating the proposed Wind Energy Facilities and/or tower structures shall be provided to illustrate the finished product.
 - q. Each application shall contain an indemnification provision which meets the requirements of subsection (f)(2)(i) of this section.
- (6) Submittal of a plan for site grading, erosion control, storm water drainage, and storm water pollution prevention plan (SWPPP) shall be submitted to the City Engineer for review and approval prior to granting building permits.
 - (7) All other permits, including Building Permits and permits for work done in public rights-of-way, shall be applied for by the applicant to the appropriate agency prior to construction.
 - (8) Wind Energy Facilities shall not include offices, vehicle storage, or other outdoor storage unless permitted by the Special Exception Permit. Accessory storage building may be permitted for Large Wind Energy Facilities at the discretion of the planning and zoning commission and the city council. The size and location of any proposed accessory building shall be shown on the site plan. No other structure or buildings accessory to the Wind Energy Facility are permitted unless used for the express purpose of the generation of electricity or performing other work related to the Wind Energy Facility.
 - (9) No grading, filling, or construction shall begin until a building permit is issued. A separate building permit shall be required for each individual Wind Energy Facility including tower structures and appurtenant facilities prior to construction of each wind turbine tower and appurtenant facilities to be constructed.
 - (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.

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(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.

- 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.

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- k. Where Wind Energy Facility construction cuts through a private or public drain tile field, the drain tile must be repaired and reconnected to properly drain the site to the satisfaction of the city engineer.
- l. Any recorded access easement across private lands to a Wind Energy Facility shall in addition to naming the Wind Energy Facility owner as having access to the easement shall also name the city as having access to the easement for purposes of inspection or decommissioning. If no such access easement exists, approval of the special exception permit for a Wind Energy Facility shall constitute granting to the city a right to access the Wind Energy Facility for purposes of inspection or decommissioning.
- m. Any Wind Energy Facility that does not produce energy for a continuous period of twelve months shall be considered abandoned and shall be removed in accordance with the removal provisions of this section. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any building permit for a wind energy facility shall constitute grounds for the revocation of the permit by the city.
- n. A Large Wind Energy Facility owner and operator shall maintain a telephone number and identify a responsible person for the public to contact with inquiries and complaints throughout the life of the project, and shall provide updated information on such to the city planning division.

(g) *Setbacks.*

- (1) The following setbacks and separation requirements shall apply to all Wind Energy Facilities:
 - a. Each wind turbine associated with a Large Wind Energy Facility shall be set back from the nearest nonparticipating landowner's property line and from any other wind turbine a distance of no less than 1.5 times its total height.
 - b. Each wind turbine associated with a Small Wind Energy Facility shall be set back from the nearest property line a distance of no less than 1.0 times its total height, except that a wind turbine associated with a Small Wind Energy Facility may be located closer than 1.0 times its total height if approved provided it is demonstrated that such a setback will not have an adverse impact on the adjoining properties. The planning and zoning commission and city council may grant a waiver to the setback requirements where strict enforcement would not serve the public interest and where it is demonstrated that such a setback will not have an adverse impact on the adjoining properties, however the setback shall generally not be less than 0.5 times the total height of the tower structure or any support element of the structure including poles and guy wires.
 - c. Wind Energy Facilities must satisfy all utility setbacks and/or easement separations. The owner of the Wind Energy Facility is responsible for contacting the appropriate utility entities to determine the location of all above-ground and underground utility lines on the site including, but not limited to, electricity, natural gas, cable television, communication, fiber optic/communications, etc.

(h) *Noise and vibration.*

- (1) Except during short-term events including severe windstorms, audible noise due to Wind Energy Facility operations shall not exceed maximum allowable noise decibel levels, when measured at the site property lines. If audible noise exceeds maximum allowable decibel levels as specified in the applicable provisions of this code relating to nuisance and/or noise the offending wind turbine must be inoperable until repairs are completed.
- (2) Wind Energy Facilities shall not create an audible steady, pure tone such as a whine, screech, hum, or vibration.

- (i) *Minimum ground clearance.*
 - (1) For Small Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be fifteen (15) feet.
 - (2) For Large Wind Energy Facilities, the minimum distance between the ground and any part of the rotor or blade system shall be thirty (30) feet.
- (j) *Signal interference.*
 - (1) The Wind Energy Facility owner shall mitigate any interference with electromagnetic communications, such as radio, telephone, computers, communication devices, or television signals, including any public agency radio systems, caused by any Wind Energy Facility. However, in no case shall a wind energy facility be located within the microwave path of an emergency communication tower.
- (k) *Shadow flicker.*
 - (1) The Wind Energy Facility owner shall attempt to avoid shadow flicker from the facility affecting any offsite residences. The Wind Energy Facility owner and/or operator shall make reasonable efforts to minimize or mitigate shadow flicker to any offsite residence to the reasonable determination of the city planner.
- (l) *Ice shedding.*
 - (1) The Wind Energy Facility owner and/or operator shall ensure that ice from the wind turbine blades does not impact any offsite property.
- (m) *Waste management.*
 - (1) All hazardous waste generated by the operation and maintenance of the facility, including, but not limited to lubricating materials, shall be handled in a manner consistent with all local, state, and federal rules and regulations.
- (n) *Removal:*
 - (1) *Wind Energy Facility or Tower removal.* The tower owner and/or operator shall notify the City of Cedar Falls Inspection Services Division when a tower is removed, no longer in use, or is knocked down, or blown down, or damaged to such an extent that major structural repairs are required. If a tower is removed, knocked down, blown down, or damaged to such an extent that major structural repairs are required, said tower shall not be reconstructed or replaced without prior review and approval by the planning and zoning commission and city council. If said damaged wind energy facility or tower is abandoned or inoperable with no intention by the owner to replace said facility, the facility or tower shall be removed in a timely fashion at the expense of the facility or tower owner or the property owner where the facility is located, as directed by the city planner. Any wind energy facility or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such wind energy facility or tower shall remove the same within 90 days of receipt of notice from the city notifying both the wind facility owner and the owner of the property on which the win facility or tower is located, of such abandonment. Failure of the owner or property owner to remove an abandoned wind energy facility or tower within said 90 days shall be grounds for the city to require removal of the facility or tower at the expense of the facility owner or property owner. If there are two or more users of a single facility, then this provision shall not become effective 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

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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

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.

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- (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:

- (a) Setbacks as measured from the property line to the base of the tower or to the base of support structures extending from the tower, whichever is nearest to the property line, shall be at least 100 feet.
 - (b) The facility shall be located at least one quarter (¼) mile from any residence as measured from property line to property line.
- (11) Residential dwellings, limited to no more than one-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.

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- 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 ¹	Side Yard Width ² (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.

¹ 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.

² 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.

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 ¹	Side Yard Width (Least on Any One Side) ²	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.

¹ 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.

² 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:

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Use	Lot Area	Lot Width	Lot Area per Unit	Front Yard Depth ¹	Side Yard Width (Least on Any One Side) ²	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.

¹ 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.

² 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.

(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 ¹	Side Yard Width ²	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.
Multiunit	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.

¹ 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.

² 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.

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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 ¹	Side Yard Width ⁴		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.

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 ²	1 acre	100 ft.	1,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.
Mobile home parks ^{2,3}	20 acres	100 ft.	3,500 sq. ft. per unit	25 ft.	20 ft.	40 ft.	40 ft.

¹ 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.

² 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.

³ 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.

⁴ 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 ¹	Side Yard Depth	Rear Yard Depth
One-unit	3 acres ²	100 ft.	43,560 sq. ft.	50 ft. ³	20 ft.	50 ft. ³

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Other permitted uses	3 acres ²	100 ft.		50 ft. ³	20 ft.	50 ft. ³
<p>¹ 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.</p> <p>² 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.</p> <p>³ 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.</p>						

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.

- 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

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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.

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.

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- 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 ¹	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. ²	50 ft.	25 ft. ²
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

¹ 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.

² 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.

- 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

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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 ¹	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. ³	50 ft.	25 ft. ⁴
Other permitted uses				See footnote 2	None, except when adjacent to an R district, in which case not less than		⁵

					10 ft.	
<p>¹ 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.</p> <p>² 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.</p> <p>³ Where a mobile home park has frontage on more than one street, the required front yard depth shall be maintained from all streets.</p> <p>⁴ 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.</p> <p>⁵ No requirement except when adjoining an R District in which case not less than 10 feet.</p>						

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.

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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 ¹	Side Yard Width	
					Least Width on Any One Side	Minimum Sum of Both Side Yards
Dwellings					Same as specified in the R-4 district	
Mobile home parks					Same as specified in the C-2 district	

Motels and auto courts			Same as specified in the R-4 district		
Other permitted uses				None, except when adjacent to an R district, in which case not less than 15 ft.	None, except when abutting an R district, in which case not less than 25 ft.
¹ 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.

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- 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 ¹	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		

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. ²

¹ 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.

² 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.

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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 ¹	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.

¹ 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.

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.

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- 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.

- 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.

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- 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.

(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;

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- 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.

- (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:

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- 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.

- (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.

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- (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:
- The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area.
 - The structures are not suitable for and shall not be used for human habitation.
 - The structures will be designed to have low flood damage potential.
 - The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
 - 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.
 - Structures shall be firmly anchored to prevent flotation, which may result in damage to other structures.
 - 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:
- Be on site for fewer than 180 consecutive days.
 - 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:
- Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature

preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horseback riding trails.

- (4) Residential uses such as lawns, gardens, parking areas and play areas.
- (b) *Conditional uses.* Any use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses shall be reviewed by the state department of natural resources to determine:
- (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
 - (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the state department of natural resources with sufficient technical information to make the determination.

- (c) *Performance standards.*
- (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
 - (2) All conditional uses or portions thereof to be located in the floodway fringe, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.
- (d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the 500-year flood elevation.

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.

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- (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

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:

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- (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

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.

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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.

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.

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No more than two sides of a building shall have wall signs. For the purpose of this part signs painted on awnings shall be considered as wall signs.

(3) *Commercial "C-2" and all other zoning classifications:*

- a. *Freestanding signs.* One freestanding sign per use, not to exceed 40 feet in height with an area not to exceed the smaller of the following:
1. Two square feet for each foot of street frontage.
 2. 250 square feet.

If more than two faces are used the area of each side shall be reduced proportionately. For multiple businesses under common ownership that share common parking, access, or structures they shall comply with this section as if a single business.

For multiple businesses under diverse ownership that share common parking, access, or structures they shall be allowed one freestanding sign per use if the following conditions are met:

1. The additional freestanding sign shall not be located closer than one hundred fifty feet to any other freestanding sign.
 2. The maximum combined area of all freestanding signs on the site shall not exceed the allowed area for a single freestanding sign in that zone.
 3. A sign plan showing square footage or proposed signs for each parcel be submitted for the entire site prior to sign permit approval.
- b. *Wall signs.* Wall signs shall not exceed ten percent of the wall area; in no case shall the wall signs exceed ten percent of the first 15 vertical feet of wall area. The length of a wall sign shall not exceed 2/3 of the building wall length. Wall signs shall be mounted flat against the building. No more than two sides of a building shall have wall signs. For the purpose of this part, signs painted on awnings shall be considered as wall signs.
- c. *Direction signs.* Each use shall also be allowed directional signs as necessary to facilitate the orderly flow of traffic with a maximum area of six square feet each. A logo is permitted on the directional signs, but shall not exceed ten percent of the total sign area. These signs are for directional, not advertising purposes. The square footage of directional signs shall not be included in the calculation of the allowable square footage of other signage.
- d. *Menu signs.* For drive-up menu signs for ordering, only one single sided menu sign shall be allowed with no advertisement on the back of the sign permitted. This sign shall have a maximum area of 32 square feet. The square footage of menu signs shall not be included in the calculation of the allowable square footage of other signage.
- e. *Roof signs.* Roof signs shall be allowed in place of the wall sign only when both of the following conditions are met:
1. Insufficient area for a wall sign;
 2. The building has a pitched roof and the roof sign does not project higher than the peak of the roof.
- f. *Off-premise signs.* Off-premise signs shall not be allowed in the overlay district.
- (4) *Additional sign regulations.* Freestanding signs shall be allowed in the front yard or the yard furthest from the HCG boundary. Freestanding signs as set forth in this ordinance shall be allowed in the yard closest to the HCG boundary only when they conform as listed:

- a. The signs shall have a maximum height of 25' above the surface of the highway or a maximum height of 40' above the grade on which they are mounted, whichever is less.
- b. Each sign shall have a pole covering in proportion to its size. The covering shall be at least 50 percent of the sign cabinet face width. The construction material of the covering shall be compatible with the construction material of the building.
- c. When a business ceases operation the on-premise signage shall be removed by the owner according to the following schedule:

Sign or sign cabinet — within 180 days

Supporting structure — within 1 year

When off-premise advertising is bare or in disrepair for a period of 90 days it shall be removed. If it is bare or in disrepair for a period of one year the structure shall be removed.

- (5) *Prohibited signs.* The following signs are not considered appropriate within the HCG overlay district and shall not be permitted:

- a. Portable signs.
- b. Signs painted directly on buildings.
- c. Signs painted on bus benches.
- d. Billboard signs.
 1. Billboard signs in existence within the district at the time of enactment of this section shall be permitted to remain as legal nonconforming uses in the underlying zoning district. Existing billboards may be maintained and repaired but not enlarged in area or in height nor reconstructed or replaced. Furthermore, if said existing billboard is damaged to an extent more than 50 percent of its fair market value it shall not be repaired, reconstructed, or replaced.

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.

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(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.

- (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.

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- 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.

- 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.

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- 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

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/

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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

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

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- (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

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.

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- 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.

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.

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- f. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least 3 additional feet.
 - g. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (g) *Commercial district.* The College Hill Neighborhood commercial district is defined by the boundaries of the C-3, commercial zoning district. The district is made up primarily of commercial uses as the principal uses on individual properties. However, some properties are occupied or may be occupied in the future by residential uses that serve as the principal permitted use on individual properties. Residential uses established on individual properties as the principal use are to be discouraged due to the limited area available for commercial uses. In some cases residential uses may be contained within principal commercial uses and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.
- (1) Principal permitted residential uses are allowable within the district subject only to planning and zoning commission and city council review and approval. In general, principal permitted residential uses are to be discouraged from being established within the commercial district due to the limited area available for commercial establishments. In those cases where a residential use is permitted and said use serves as the principal use on an individual property, that residential use will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4, Residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any principal permitted residential use shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4, Residential district.
 - (2) Secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed. On-site parking will not be required for secondary, accessory residential uses. No accessory or secondary residential use may be established on the main floor or street level floor of any storefront or commercial shop front of a principal permitted commercial building structure within the C-3, commercial district. Planning and zoning commission and city council review relating to the establishment of secondary or accessory residential uses shall not be required unless the property owner proposes to utilize any portion of the ground floor area of a commercial use on a property for residential purposes.
 - (3) Conditional uses. The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:
 - a. Printing or publishing facility;
 - b. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - c. Home supply business.
 - (4) Prohibited uses. In all cases the following uses will not be allowed within the C-3, commercial district either as permitted or conditional uses:
 - a. Lumber yards;

- b. Used or new auto sales lots and displays;
- c. Auto body shop;
- d. Storage warehouse or business;
- e. Mini-storage warehouse;
- f. Sheet metal shop;
- g. Outdoor storage yard;
- h. Billboard signs.

- (5) Signage. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a free-standing pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of the Cedar Falls Zoning Ordinance, with the exception that excessively tall free-standing signs (i.e., 30 feet or more in height) shall not be allowed.

Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

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.

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- 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.

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.

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Rear yard setback: 20 feet unless the development abuts a residential zoning district or residential use in which case not less than 30 feet.

- (2) *Minimum lot width:* 150 feet, except in those situations where a single lot containing less than the minimum required lot width is located between parcels zoned for commercial purposes.
- (3) *Open space requirements:* The required yards (i.e. building setbacks) as specified herein shall be maintained as open landscaped areas and shall consist primarily of grass or other vegetative material. No portion of any building or parking area shall be permitted within the required yard area. Accessways or driveways will be permitted across the front yard area but shall not be permitted across the side yard or rear yard area.

In addition to the open landscaped space provided by the required yards, those parcels or development sites exceeding one acre in total area shall provide open landscaped areas on at least five percent of the site. The additional five percent area shall be calculated for that portion of the property or development site exclusive of the required yard areas.

- (4) *Landscaping requirement:* A minimum of .04 points per square foot of total lot area or total development site area must be achieved with planting of a combination of trees and shrubs. The measured compliance table outlines the point schedule.
- (5) *Street tree planting:* A minimum of .75 points per linear foot of street frontage must be achieved in the city parking area (right-of-way). This point requirement shall be met through the establishment of trees. Planting shall comply with guidelines established by the City of Cedar Falls Park Division.
- (6) *Measured compliance:* The following point schedule and conditions apply to required landscaping and shall be used in determining achieved points for required planting:

Overstory Trees:

- 4 inch caliper or greater 100 points
- 3 inch caliper or greater 90 points
- 2 inch caliper or greater 80 points

Understory Trees:

- 2 inch caliper or greater 40 points
- 1½ inch caliper or greater 30 points
- 1 inch caliper or greater 20 points

Shrubs:

- 5 gallon or greater 10 points
- 2 gallon or greater 5 points

Conifers:

- 10 foot height or greater 100 points
- 8 foot height or greater 90 points
- 6 foot height or greater 80 points

5 foot height or greater 40 points

4 foot height or greater 30 points

3 foot height or greater 20 points

- (7) *Building design:* The architectural character, building materials and exterior colors of all proposed buildings shall be compatible with adjoining or nearby structures. The planning and zoning commission shall have the authority to review all building design components.
- (8) *Screening requirements:* Any permitted use established within the district shall provide an effective visual screen or barrier if the use or property abuts a residential zoning district or residential use property. The screen may consist of vegetative material, brick or wooden wall or fence materials or a dirt berm measuring, at the time of installation, at least eight feet in height. The screen shall be located at the property line.
- (9) *Parking requirements:* Any permitted use established within the UPC district shall meet on-site parking requirements as outlined in section 29-177 of the Zoning Ordinance.
- (10) *Building height:* Maximum of 30 feet as measured from finished grade to the peak of the roof. However, building height may be increased if building setbacks are increased proportionately.
- (11) *Signage:* Uses within the MPC district will be allowed, upon sign permit approval, to install on-site signs that do not exceed the following criteria:
 - a. Accessory wall signs not to exceed ten percent of the surface area of any single wall to which the signs are affixed.
 - b. Directional signs limited to one sign per curb cut and limited in size to six square feet in area and no taller than four feet in height.
 - c. Accessory freestanding signs as follows:
 - 1. Monument signs no taller than six feet in height nor larger than 40 square feet in area.
 - 2. Number of signs limited to one sign per separate principal permitted structure.
 - 3. No off-premise signs are permitted.
- (12) *Outdoor storage:* No outdoor merchandise displays or storage of materials in an unenclosed outdoor storage area will be permitted.
- (13) *Lighting:* Any lighting used to illustrate any sign, parking area, or any portion of the premises shall be situated in such a manner that the light is reflected from adjoining residential premises.

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.

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- (c) *Minimum site plan:* In order to develop a comprehensively Planned Office District, a minimum site area of two acres shall be required. Smaller tracts may be applied for if the site is amendable to long term planning and/or the site is in a location where the surrounding neighborhood dictates the need for careful site planning and building design.
- (d) *Principal permitted uses:* The following uses or similar uses are permitted:
- (1) Professional services, administrative offices.
 - (2) Medical offices and facilities.
 - (3) Educational, vocational facilities.
 - (4) Recreational clubs with indoor facilities.
 - (5) Limited retail commercial or food services primarily intended to serve the needs of business tenants, and employees within the identified office district.
 - (6) Telemarketing offices.
 - (7) Financial services.
 - (8) Television, radio studios, not to include attendant transmitting stations or towers exceeding the maximum height allowed within the district.
- (e) *Prohibited uses:* The following uses or similar uses are prohibited:
- (1) Commercial uses designed on a scale intended to serve the general community. Examples would be grocery store, movie theatre, larger retail center, service station, furniture store, etc.
 - (2) Funeral homes.
 - (3) Residential uses.
 - (4) Group homes.
 - (5) Warehousing or shipping/transit facilities.
 - (6) Night clubs, taverns.
 - (7) Hotels, lodging facilities.
- (f) *Performance criteria:* The uses established within the district will not, in their normal operations, produce noise perceptible from the zoning district boundary line nor will the uses generate smoke, heat, glare or truck traffic. The businesses within the district will not establish outdoor storage or display areas.
- (g) *Maximum building height:* 48 feet or 4 stories, whichever is less.
- (h) *Submittal requirements:* Any person seeking approval of development within the district shall submit a detailed development site plan in conjunction with a request to establish the Professional Office District zoning on the property. Zoning approval cannot be given without an approved development site plan. Said site plan along with other pertinent development information shall be reviewed by the city planning and zoning commission and city council.

Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the

plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways, sidewalks.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan.
- (6) Architectural renderings of all sides of each building.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(i) *Site development requirements.*

- (1) For comprehensively planned sites containing two acres or more a setback area of 20 feet shall be provided around the perimeter of the development site. Said setback area shall remain in open landscaped green space where no structures or parking areas shall be established. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) For interior streets or principal accessways within the interior of said development site, a 20-foot setback consisting of open landscaped green space area shall be provided adjacent to, and on both sides of, said interior public right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a ten-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) Structures established within said development site shall provide a minimum separation of 20 feet between other structures on the site.
- (4) Commercial establishments, including retail and personal services, may be integrated into the principal office park area as a minor component of the overall plan. Said uses shall be viewed as secondary and accessory to the office park development and shall not be established until at least 25 percent of the planned office development is completed.
- (5) Landscaping/open space requirements: The minimum required landscape area shall be ten (10) percent of the total development site area of the district excluding the perimeter setback area as specified herein.

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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 .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.

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- 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.

- (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.

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- (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

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- (g) *Design Review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- (1) *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - (2) *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - (3) *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - (4) *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - (5) *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - (6) *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (h) *Signage:* The following signs may be established within the district.
- (1) Wall signs not to exceed in total sign area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays.
No wall sign shall extend above the top of the wall face to which it is attached.
 - (2) Freestanding signs may include the following:
 - a. Single use signs shall be limited in overall height to eight feet with a maximum sign area of 40 square feet.
 - b. Multiple use signs containing displays of at least three or more uses may be established at a maximum height of 12 feet with a maximum sign area of 60 square feet.
Individual uses may advertise on one but not on both types of interior freestanding sign.
 - c. Directional signs, measuring no more than six feet in height and six square feet in area may be established for traffic management purposes at appropriate locations. One business logo or name will be permitted on each sign.
 - d. Signs may be illuminated with interior or exterior lighting. However, no blinking, flashing or chasing lights will be permitted. Digital message signs will be permitted.
 - (3) Signs not permitted:
 - a. Billboard signs.

- b. Roof signs.
 - c. Signs as limited within section 29-199.
- (i) *Site plan revisions/amendments:* All changes, modifications, revisions and amendments made to development plans deemed to be major or substantial by the city planner after city approval of such plans shall be resubmitted and considered in the same manner as originally required. Examples of major or substantial changes include but are not limited to: land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plan and building design elements.
 - (j) *Change in use/reconstruction:* No use established within the district shall be removed, altered or replaced by a new use without prior authorization by the city planner. No building or parking area shall be reconstructed or substantially altered in any fashion without preliminary review and approval by the city planner.

If, in the judgment of the city planner the proposed change in use, proposed building reconstruction or parking lot alteration represents a substantial change from the originally approved district plan, the proposal shall be referred to the planning and zoning commission and the city council for review.

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.

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- (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.

- (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

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.

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(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.

- (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.

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Said review shall evaluate whether or not the proposed development plan conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning, landscape architecture, and building architectural design.

The planning and zoning commission may recommend and the city council may: deny the plan, approve the plan as submitted, or, before approval, may require that the applicant modify, alter, adjust or amend the plan to the end that the plan preserves the intent and purpose of this section to promote the public health, safety and general welfare.

The petitioner shall submit at least five copies of professionally prepared comprehensive plans detailing the following:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.
- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Natural drainageways, floodplain areas.
- (12) Municipal utility locations.

The plan shall be accompanied by a traffic generation analysis with particular attention to impacts upon surrounding roadways.

The plan shall be accompanied by a developmental procedures agreement that will describe the timing and phasing of the project and outline other development details as necessary.

(h) *Site development requirements:*

- (1) *Setbacks:* A 20-foot setback consisting of landscape material shall be established around the perimeter of the district. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways.
- (2) If the development site includes internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way or principal accessway. No structure or parking areas will be allowed within this setback area. All signage shall provide a 10-foot setback from the property line along all public rights-of-way and principal accessways. All signage installed prior to September 19, 2016 shall be considered conforming signs.
- (3) *Landscaping/open space requirements:* The minimum required landscape area shall be ten percent of the total development site area of the required district excluding the perimeter setback area as specified herein.

It is the intent of this regulation that in larger development sites open space and landscape areas should be distributed throughout the development site rather than isolated in one area of the site.

A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. If, in the judgment of the planning and zoning commission the required number of points result in an excessive number of plantings, up to ten percent of the total required points can be assigned to open green space at the rate of 1 point for each 500 square feet of open green space.

Street tree planting: A minimum of .75 points per linear foot of street frontage shall be required.

Parking areas: In addition to the open space and landscaping requirements specified herein, tree plantings and other landscape treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas. It is recommended that at least one overstory tree be established for every 15 parking stalls or 2500 square feet of hard surfaced parking space area. Said trees shall be provided with a protected island and adequate permeable surface area to promote growth and full maturity. Shrubby, understory trees, or landscape berms are to be required around the perimeter of all parking areas containing ten or more parking stalls.

Measured compliance. The following point schedule and conditions apply to required landscaping in all zones and shall be used in determining achieved points for required planting:

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

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Conifers	
10 foot height or greater	100 points
8 foot height or greater	90 points
6 foot height or greater	80 points
5 foot height or greater	40 points
4 foot height or greater	30 points
3 foot height or greater	20 points

- (4) *Design review:* All structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Paramount in this review will include building materials, exterior materials on all sides, coloration, roof line, size and location of windows and doors, roof mounted appurtenances, facades and signage.
- a. *Proportion:* The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.
 - b. *Roof shape, pitch, and direction:* The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.
 - c. *Pattern:* Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.
 - d. *Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.
 - e. *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.
 - f. *Architectural features:* Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.
- (i) *Signage.* The following signs may be established within the District (HWY-1 Commercial):
- (1) Walls signs not to exceed in total area 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. No wall sign shall extend more than four feet above the top of the wall face to which it is attached.
 - (2) Freestanding signs including "pole signs" and monument signs are to be evaluated on a case by case basis by the commission and city council. It is the intent of this subsection to limit the size,

height and number of on premise signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. The following guidelines and/or limitations shall be followed when evaluating proposed on-site signage:

- 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.

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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

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

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.

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- (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

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.

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- (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.

- (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

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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

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

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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

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

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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

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

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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^[3]

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

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.

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- (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.

- (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.

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- (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

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.

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- 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 <td 12.7	
60 degrees	9'0"	21.0	18.0	10.4
90 degrees	9'0"	19.0	24.0	9.0

- (7) When an accessway or driveway intersects a public right-of-way or when a parking lot, area or space abuts any public right-of-way, screening or landscaping shall not exceed three feet in height above the driveway surface and no structure, sign or vehicle shall be allowed in the triangular area formed by:
 - a. The area of property located at a corner formed by the intersection of two public rights-of-way, excluding alleys, with two sides of the triangle being 30 feet in length along the abutting public right-of-way lines measured from their point of intersection and the third side being a line connecting the ends of the other two lines (see Figure 2).

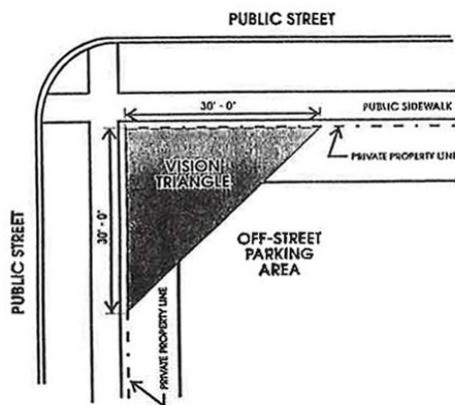


Figure 2 — 30 Foot Vision Triangle

- b. The areas of property on both sides of an accessway, driveway or alley formed by an intersection with a public right-of-way, with two sides of each triangle being formed by lines 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).

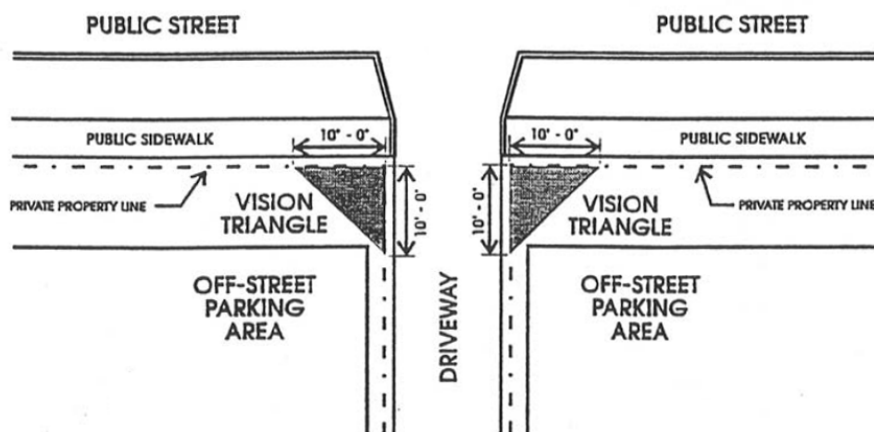


Figure 3 — 10 Foot Vision Triangle

- (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

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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 ¹, 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 ¹ , MU ¹	1	30%
R-3 ¹ , R-4 ¹	1	50%
R-2, R-3 ¹ , R-4 ¹ , RP ¹ , MU ¹	2	50%
1 - for all single unit and two unit dwellings		

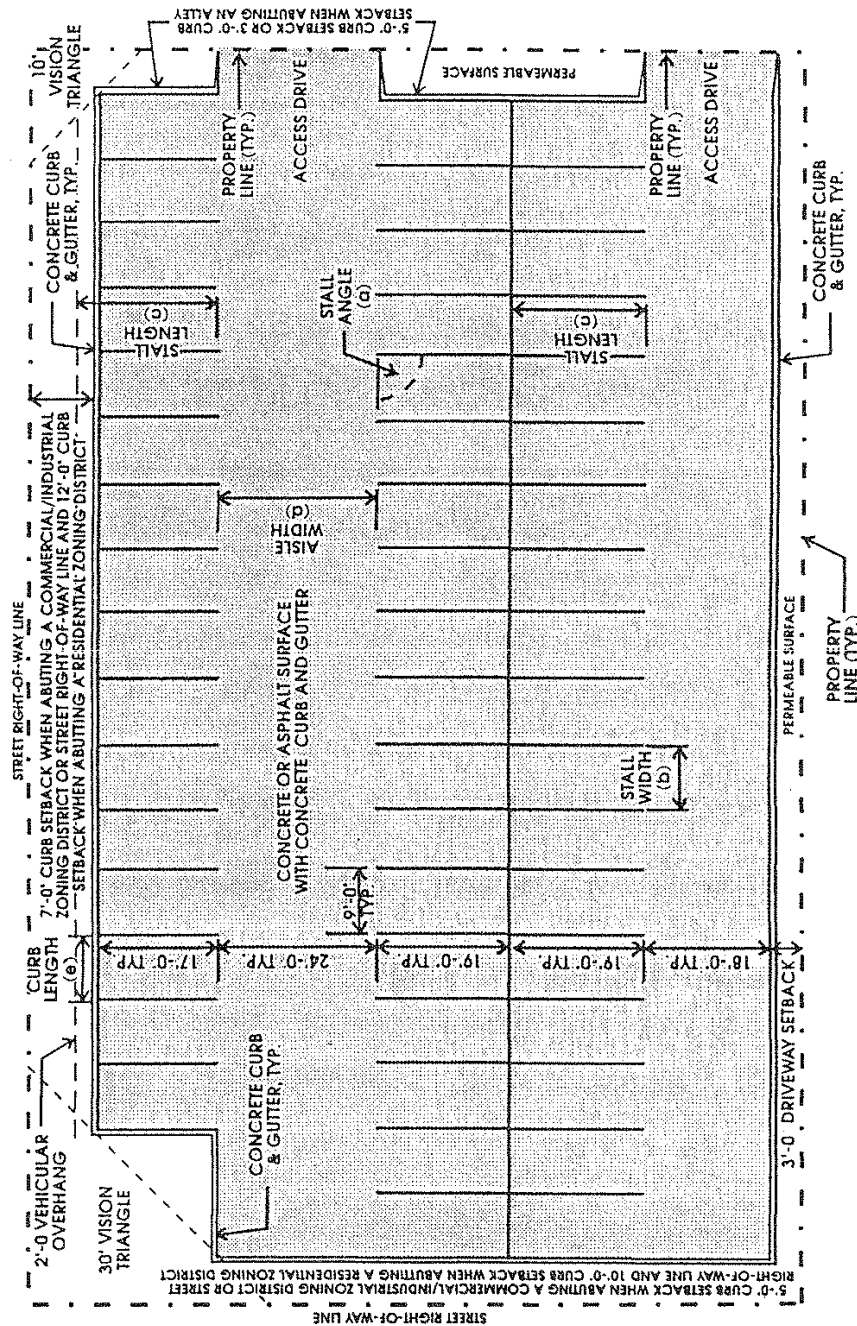
---- 1 - for all single unit and two unit dwellings.

- (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.

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- b. Three feet when adjacent to an abutting commercial use or commercial property including an adjacent commercial parking lot.
- c. Five feet when adjacent to a residential use in a commercial or industrial district.
- d. Ten feet when adjacent to an R, residential zoning district.
- e. Residential uses established in a C or M district as a principal use shall provide minimum front yard and side yard setbacks as specified in the R-4 zoning district with no vehicular parking permitted in said required yard areas.
- f. All setback areas shall consist of permeable material (grass, wood chips, loose rock or other ground cover material) and be screened in accordance with the peripheral landscaping requirements as stated herein.

TYPICAL PARKING LOT DESIGN COMMERCIAL AND INDUSTRIAL DISTRICTS



THIS DIAGRAM IS INTENDED TO PROVIDE A PICTORIAL DISPLAY OF PARKING DIMENSIONS OUTLINED IN TABLE #1.
THIS DIAGRAM IS NOT INTENDED TO PROVIDE DIMENSIONS FOR ALL PARKING LOT SITUATIONS.

Figure 4

- (i) *Landscaping generally.* Landscaped off street parking lots shall be required within all districts in order to protect and preserve the appearance, character and value of the surrounding neighborhoods, to reduce wind and air turbulence, heat and noise and the glare of vehicular lights, to act as a natural drainage system and ameliorate stormwater drainage problems, to provide shade and to otherwise facilitate the creation of a convenient, attractive and harmonious community.

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- (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

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.

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- (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.

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.

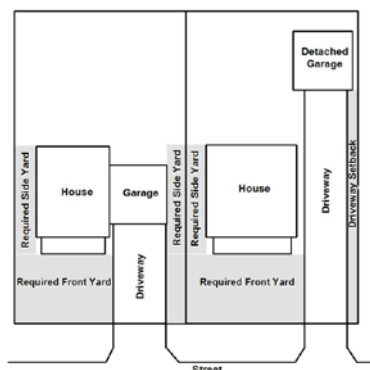


Figure 5

- (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.

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(6) If a turn out exists, then a flare out is prohibited in the front and side yards.

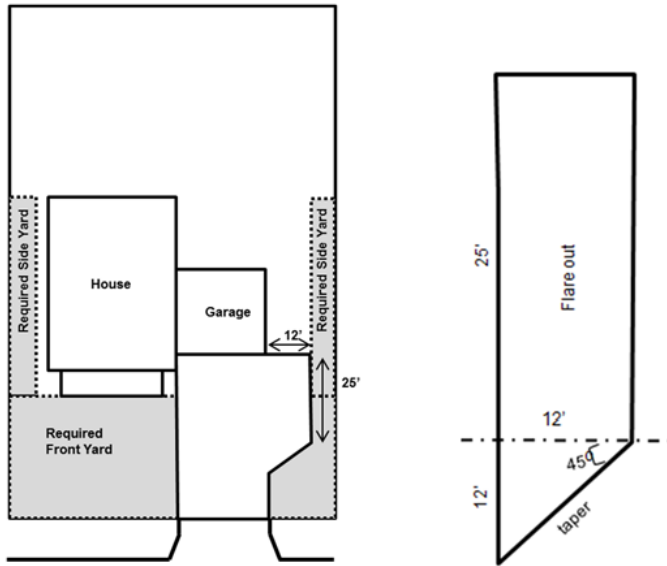


Figure 6

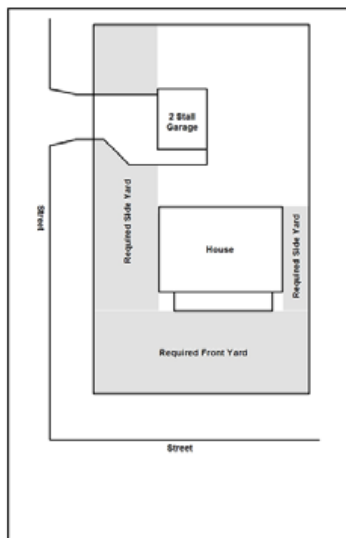


Figure 7

(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:

- 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.

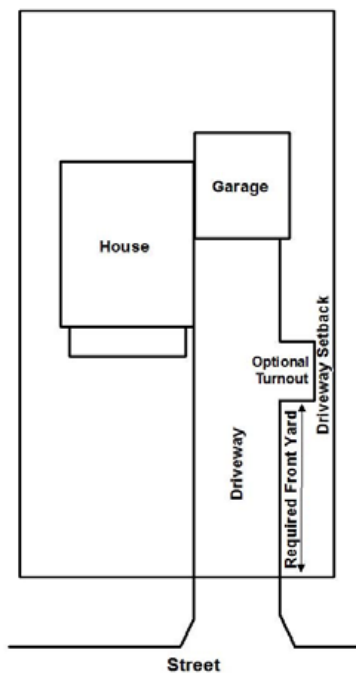


Figure 8

- (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.

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- (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.

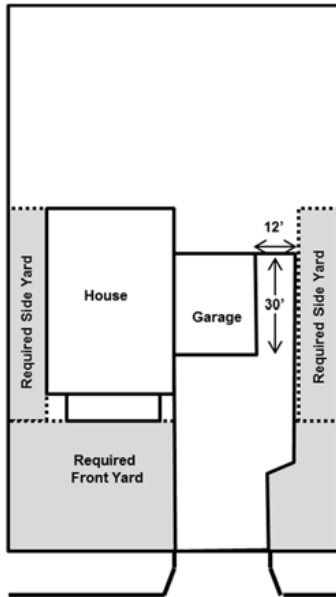


Figure 9

- (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.

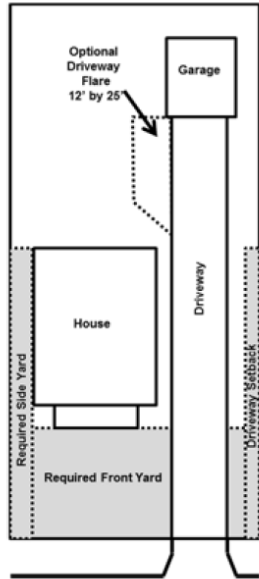


Figure 10

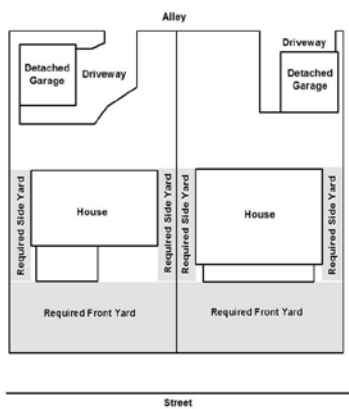


Figure 11

- (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.

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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.

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.

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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.

- (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.

Item E.1.

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.

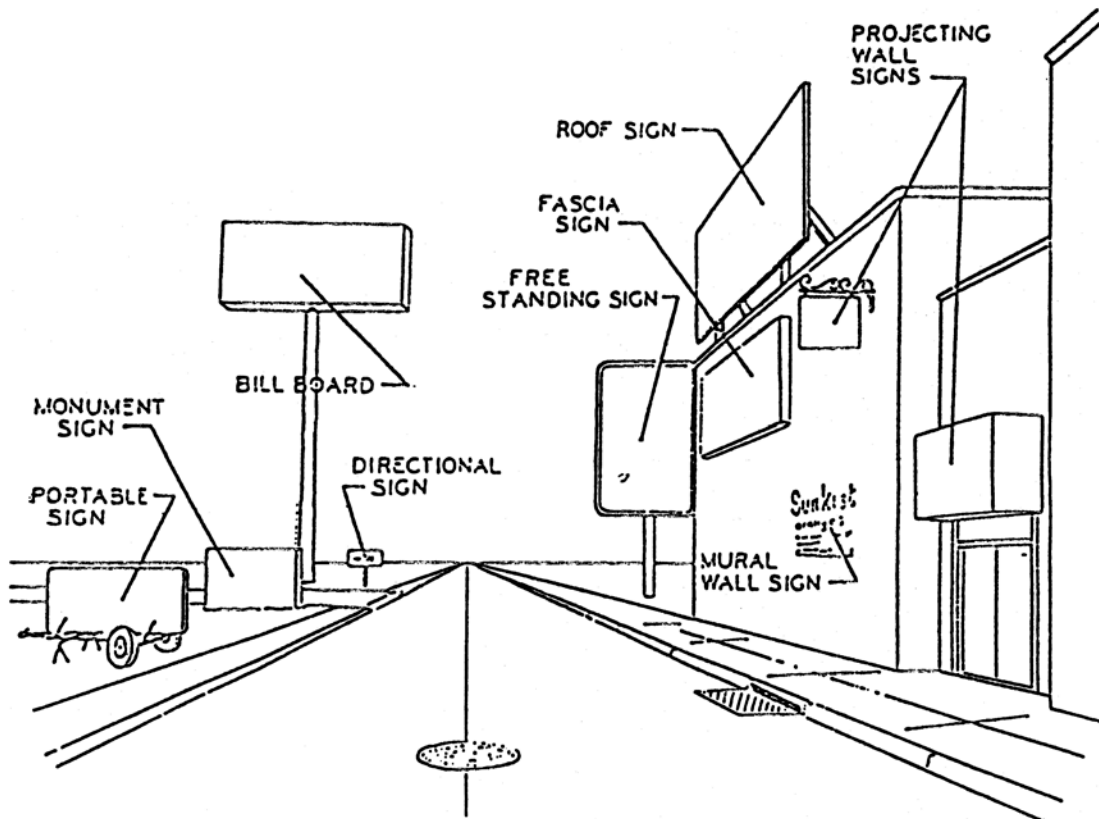
- b. Accessory signs identifying principal permitted uses, other than single unit and two unit residential dwellings, shall be allowed a maximum of three signs per parcel in the following combination: one wall sign not to exceed ten percent of the surface area of the wall to which it is affixed and two 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.

Item E.1.

2. In no case shall the area of any one sign exceed 300 square feet in area, nor shall signs be taller than 40 feet in height. Roof signs shall not project more than 15 feet above the roof line.
 3. Regardless of lineal street frontage, all parcels shall be permitted at least one such sign, not to exceed 60 square feet in area or 40 feet in height.
 4. Billboards shall have a prime message area not to exceed 672 square feet and an embellishment, trim and skirting area not to exceed an additional 250 square feet. The maximum allowable height as measured from natural grade at the base of the sign to the top of the structure is 40 feet. All billboard sign structures, including the outermost edge of the sign panel, must be set back from the immediately abutting street right-of-way line a minimum of 25 feet. Billboard structures shall not be permitted within 600 feet of another billboard structure measured in either direction along both sides of the street which adjoins the billboard structure, measured from the point of intersection of the face of the sign panel, as extended, and either side of the right-of-way line of the adjoining street. Furthermore, no billboard structure shall be permitted closer than 200 feet from a residential zoning district or from the property boundaries of any property which has a principal residential use located thereon, nor closer than 200 feet from the property boundaries of a public park, church, school, including the University of Northern Iowa main campus area, cemetery, hospital, the property boundaries of any historic district established by state law or local ordinance, or the property boundaries of any certified structure listed on the national register of historic places. In addition, vertical stacking of separate sign panels on a billboard structure shall be prohibited.
- (10) *C-3 Commercial District.* Permitted signs in the C-3 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (11) *S-1 shopping center district.* Permitted signs in the S-1 district are as follows:
- a. Signs permitted and limited as provided in section 29-198.
 - b. Accessory wall signs not to exceed one-third of the surface area of any store wall to which the sign is affixed.
 - c. Directional signs, limited to one sign per curb cut.
 - d. Accessory freestanding signs, as follows:
 1. In keeping with the intent of the S-1 zone, individual freestanding signs should be limited in number and designed to identify the shopping center and the stores contained therein. Individual business identification signs are to be discouraged.
 2. To meet this end, one such sign structure shall be permitted for each 500 linear feet, or fractional part thereof, of frontage on a public street. Such signs shall be no larger than 200 square feet and no taller than 40 feet. When separate principal uses are situated on parcels containing less than 500 feet of street frontage, one freestanding sign may be permitted. Such a sign shall be no larger than 100 square feet, and no taller than 30 feet.
 - e. All signs shall be reviewed and approved in accordance with the S-1 zoning district provisions, regulations and restrictions.
- (12) *M-1 Light Industrial District.* Permitted signs in the M-1 district are any sign permitted in the C-2 district, except for billboard signs, which shall not be permitted.
- (13) *M-2 heavy industrial district.* Permitted signs in the M-2 district are any sign permitted in the M-1 district.

(14) *M-P planned industrial district.* Permitted signs in the M-P district are as follows:

- a. Signs permitted and limited as provided in section 29-198.
- b. Accessory wall signs not to exceed one-third of the surface area of any single wall to which the sign is affixed.
- c. Directional signs, limited to one per curb cut.
- d. Accessory freestanding signs, as follows:
 - 1. Signs shall be no taller than 40 feet in height, and no larger than 200 square feet.
 - 2. Number of signs shall be limited to one sign per separate principal permitted structure.



Examples of Various Sign Types

Zoning 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.

INTRODUCED: _____ April 2, 2018 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

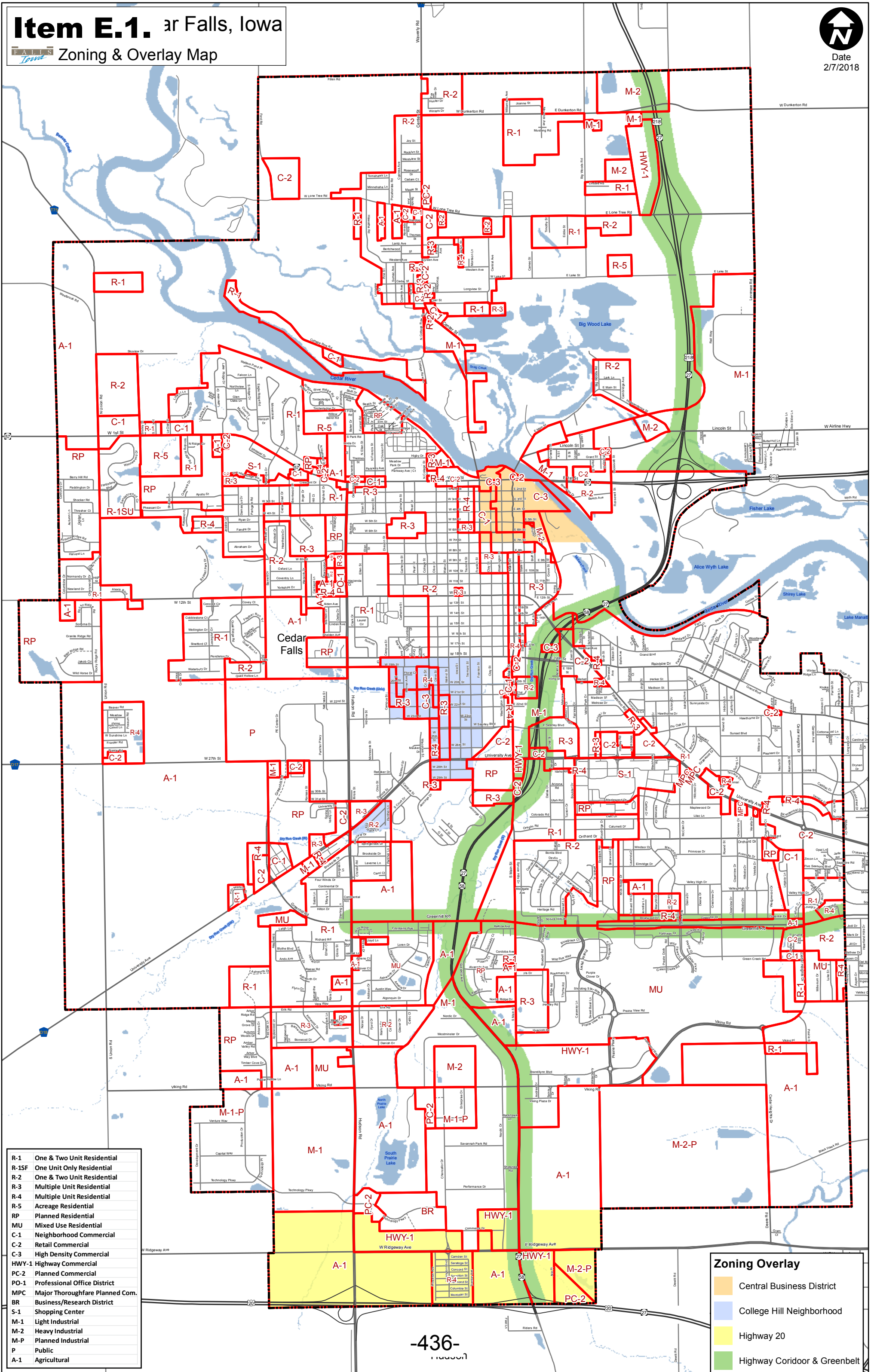
Jacqueline Danielsen, MMC, City Clerk

Item E.1. Cedar Falls, Iowa

Zoning & Overlay Map



Date
2/7/2018



R-1	One & Two Unit Residential
R-1SF	One Unit Only Residential
R-2	One & Two Unit Residential
R-3	Multiple Unit Residential
R-4	Multiple Unit Residential
R-5	Acresage Residential
RP	Planned Residential
MU	Mixed Use Residential
C-1	Neighborhood Commercial
C-2	Retail Commercial
C-3	High Density Commercial
HWY-1	Highway Commercial
PC-2	Planned Commercial
PO-1	Professional Office District
MPC	Major Thoroughfare Planned Com.
BR	Business/Research District
S-1	Shopping Center
M-1	Light Industrial
M-2	Heavy Industrial
M-P	Planned Industrial
P	Public
A-1	Agricultural

Zoning Overlay	
	Central Business District
	College Hill Neighborhood
	Highway 20
	Highway Corridor & Greenbelt



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 28, 2018
SUBJECT: Midwest Development Co. Economic Development Project

INTRODUCTION

For the past few months, staff has been working with Kevin Fittro of Midwest Development Co. toward the construction of a new approximate 11,000 square foot professional gym facility. The proposed Midwest Development Co. project will occur on Lot 5 of West Viking Road Industrial Park Phase II Addition. This new facility to be built and owned initially by Midwest Development Co. subsequently sold to Armand and Sarah McCormick for the new home of the Cedar Valley Gymnastics Academy. The CVGA facility will have an anticipated valuation of about \$1,150,000.00 excluding land value.

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building to be initially owned and constructed by Midwest Development Co. will consist of an approximate 11,000 square foot building to be located along Venture Way, just west of the Cross/Fit Kilo Sports Acceleration building in the West Viking Road Industrial Park Phase II Addition. The building will be a pre-engineered metal building with brick/block finish on the front, meeting all applicable Deed of Dedication requirements. The proposed project will have an anticipated valuation of \$1,150,000.00 excluding land. Midwest Development Co. will commence construction as soon as possible with completion anticipated within 6+/- months.

The new facility upon construction completion will be owned and operated by Armand and Sarah McCormick. The McCormicks will lease the building to the Cedar Valley Gymnastics Academy for their new 11,000 square foot modern facility.



Item E.3.

COMPANY PROFILES

Armand and Sarah McCormick and Cedar Valley Gymnastics Academy

Armand and Sarah McCormick own and operate the Cedar Valley Gymnastics Academy and The Gym/Cross Fit Kilo personal training business. With the development of the new home for CVGA and their neighboring Gym/Cross Fit Kilo business, this will provide fitness and gymnastic opportunities to the Cedar Valley. In May 2009 they opened the doors of The Gym, home to Cross Fit Kilo, Improving Lifestyles Personal Training, and XL Sports Acceleration at 423 Viking Road. The business was such a success; they relocated to their new home on Venture Way in 2013.

Since opening, The Gym has become the training center to over 300 members and athletes (many of which are Cedar Falls Industrial Park employees) ranging from 5 to 73 years of age. The Gym has produced a world-class group of competitive Cross Fitters and several Division 1 Collegiate Athletes. It is also home to 11 personal trainers and coaches and 2 part time employees.

The Cedar Valley Gymnastics Academy opened in 2006 with 25 students for recreational and competitive gymnastics for boys and girls. By 2009, CVGA surpassed the 400 student mark and moved their competitive gymnasts into their second building. Currently, Cedar Valley Gymnastics utilizes two buildings to support their gym needs. CVGA needs to bring their gymnasts together and train under the same roof. CVGA hosts up to three meets per year. Each meet draws gymnasts and spectators from across Iowa. Armand and Sarah McCormick will lease the proposed 11,000 square foot building on Lot 5 to the Cedar Valley Gymnastic Academy for a long-term home within the growing Cedar Falls community.

More information about the Cedar Valley Gymnastics Academy is available on the company website at www.cedarvalleygymnastics.com.

Midwest Development and Skogman Homes

Midwest Development Co. and Skogman Homes is in its 73rd year of business and the company as a whole has built close to 12,000 homes across the State of Iowa. Since 2003 the company has closed on 570 homes in the Cedar Valley alone. Additionally, Midwest Development Co. and Skogman Homes was recognized by the City of Cedar Falls and Cedar Falls Utilities as the recipient of the 2013 Quality of Life Award.

While single family homes has been the major focus of Midwest Development Co. and Skogman Homes over the years, the company made a decision in 2008 to diversify a bit and venture into light commercial construction. The company since 2008 has taken on 3-4 light commercial projects a year ranging from \$500,000 to \$2,500,000 per project. The proposed project for the Cedar Valley Gymnastics Academy fits well within the light commercial project parameters for Midwest Development Co.

REAL ESTATE PURCHASE AGREEMENT

Midwest Development Co. on behalf of the Cedar Valley Gymnastic Academy, will be purchasing Lot 5 West Viking Road Industrial Park Phase II (2.3 total acres) for the sum of \$88,013. The actual buildable area of Lot 5 (deducting the restricted 150' berm, building setbacks, and easements) is approximately 1.347 acres. The proposed purchase price of

\$88,013 represents the market value of \$1.50/sf. (\$65,340/acre) for the 1.347 buildable acres of land. There are no land or tax incentives being provided for this project.

As this is a market rate purchase of real estate, we are using a Real Estate Purchase Agreement rather than a typical Agreement for Private Development and Minimum Assessment Agreement when land and/or tax incentives are provided for industrial or corporate office projects. The closing of the land transaction is schedule to take place on or before April 3, 2018 to allow construction to begin as soon as possible. Please note Section 12 of the Real Estate Purchase Agreement (Due on Sale Clause) which states that if the building project does not proceed and the real estate is subsequently sold within 5 years at an amount exceeding \$88,013, half of the sale amount exceeding the initial \$88,013 purchase price will be paid to the City of Cedar Falls.

CONCLUSION

As this memorandum indicates, Midwest Development Co. on behalf of Armand and Sarah McCormick is looking to construct a new home for the Cedar Valley Gymnastics Academy on Venture Way in West Viking Road Industrial Park Phase II. The project would consist of an approximate 11,000 square foot building and have an estimated valuation of \$1,150,000.00 excluding land.

Construction is scheduled to begin as soon as feasible and be completed within 6+/- months. This transaction would include the sale of Lot 5 West Viking Road Industrial Park Phase II to Midwest Development Co. for the sum of \$88,013. Upon construction completion the land and building would be acquired by Armand and Sarah McCormick. There are no land or tax incentives being provided for this transaction and building project. Staff believes the new facility for the Cedar Valley Gymnastics Academy will be a welcomed addition to the Cedar Falls Industrial Park.

The Real Estate Purchase Agreement by and between the City of Cedar Falls, Iowa, and Midwest Development Co. is attached for your review. This Agreement has been drafted by City Attorney Kevin Rogers and is acceptable to both parties.

RECOMMENDATION

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

1. Resolution approving the sale, and approving and authorizing execution of Real Estate Agreement and Quit Claim Deed, conveying title to certain real estate from the City of Cedar Falls, Iowa, to Midwest Development Co.

If you have any questions regarding the proposed Midwest Development Co. economic development project, please feel free to contact me.

xc: Stephanie Sheetz, Community Development Director
Kevin Rogers, City Attorney
Kevin Fittro, Midwest Development Co.
Shane Graham, Planner II

Item E.3.

Prepared by: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

REAL ESTATE PURCHASE AGREEMENT

IT IS AGREED this _____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("Seller"), and Midwest Development Co., an Iowa corporation ("Buyer"), as follows:

Seller agrees to sell and Buyer agrees to buy certain real estate located in Cedar Falls, Black Hawk County, Iowa, legally described as:

Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa (hereinafter the "Real Estate"),

together with any easements and servient estates appurtenant thereto, but subject to any zoning and other ordinances; any covenants of record; and any easements of record for public utilities, roads and highways; and all upon the following terms and conditions:

1. Total Purchase Price. Buyer agrees to pay for the Real Estate the total sum of Eighty-eight Thousand Thirteen Dollars (\$88,013.00), due and payable at Cedar Falls, Black Hawk County, Iowa, as follows:

- (a) Earnest money payment of \$1,000.00 paid herewith; and
- (b) Balance of the purchase price of \$87,013.00 in cash due and payable at the time of closing and possession, upon performance of Seller's obligations hereunder.

3. Possession and Closing. Seller shall give Buyer possession of the Real Estate on or before the 3rd day of April, 2018, or such other date as the parties mutually agree upon. Closing shall be at a mutually-acceptable date, time and location on or before the date of possession.

4. Real Estate Taxes. The Real Estate is currently exempt from property taxation by reason of ownership by Seller. Buyer shall pay any real estate taxes which will become delinquent if not paid on or after September 30, 2018, if any, and all subsequent taxes.

5. Special Assessments. Seller shall pay any special assessments against the Real Estate which are a lien on the Real Estate as of the date of this Purchase Agreement. Buyer

shall pay all subsequent special assessments against the Real Estate before they become delinquent.

6. Risk of Loss and Insurance. Seller shall bear the risk of loss or damage to the Real Estate prior to closing or possession, whichever first occurs. Seller shall have no obligation to obtain or maintain any insurance upon the Real Estate at any time. Buyer may purchase insurance at Buyer's election.

7. Abstract and Title. Seller, at its expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this Agreement, and deliver it to Buyer's attorney for examination. It shall show marketable title in Seller conforming with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days' written notice to the other party. The abstract shall become the property of Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller.

8. Environmental Matters.

(a) Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Real Estate, the Real Estate does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Real Estate with hazardous wastes or substances. Seller warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: No Exceptions.

(b) Buyer may at its expense, within ten (10) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Real Estate. In the event any hazardous materials, substances, conditions or wastes are discovered on the Real Estate, Buyer's obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to Buyer. However, in the event Seller is required to expend any sum in excess of \$500.00 to remove any hazardous materials, substances, conditions or wastes, Seller shall have the option to cancel this transaction and refund to Buyer all earnest money paid and declare this Agreement null and void. The expense of any inspection or testing shall be paid by Buyer. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by Seller, subject to Seller's right to cancel this transaction as provided above.

Item E.3.

9. Deed. Upon payment of the purchase price, Seller shall convey the Real Estate to Buyer by Quit Claim Deed, free and clear of all liens, restrictions and encumbrances except as provided in this Purchase Agreement. Seller shall pay any transfer tax or revenue stamps on the purchase price at the time of final payment to Seller under this Purchase Agreement.

10. Approval of City Council of Seller. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, after proceedings required by law. Execution of this Agreement by Seller by its Mayor and City Clerk shall be evidence that this Agreement has been so approved.

11. Remedies of the Parties.

- (a) If Buyer fails to timely perform this Purchase Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- (b) If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it.
- (c) Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

12. Due on Sale Clause; Additional Payment to City. Buyer agrees that if Buyer sells the Real Estate, or any interest therein, to any third party without having constructed an approximate 11,000 square foot facility on the Real Estate with an approximate value of \$1,150,000.00 excluding the value of the land, at any time prior to a date five (5) years from the date of closing and possession under this Agreement, Buyer shall be obligated to pay to Seller an amount equal to fifty percent (50%) of the amount by which the sale price for the Real Estate exceeds the sum of \$88,013.00. Said amount shall be paid in cash in full immediately upon the happening of the sale of the Real Estate on the terms provided for in this paragraph.

For purposes of this Agreement, the term "sell" shall include any voluntary or involuntary sale, exchange, transfer of title to the Real Estate, or any part thereof, to any person or entity whatsoever other than the parties specifically named in this paragraph, provided, however, that Buyer may grant a mortgage on the Real Estate as security for a loan made to or guaranteed by Buyer, to secure financing to construct the 11,000 square foot facility described in this paragraph, and the same shall not constitute a "sale" of the Real Estate within the meaning of this paragraph.

13. No Property Tax Exemption. In further consideration of Seller's promises as contained in this Purchase Agreement, Buyer agrees that it shall not seek from Black Hawk County, Iowa, or from the City of Cedar Falls, Iowa, any partial or other exemption from taxation of industrial property with respect to the Real Estate, or any improvements constructed on the Real Estate, as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, or by Chapter 427B, Code of Iowa, at any time before a date five (5) years from the date of closing of the sale of the Real Estate and possession by Buyer under this Agreement,

and at any time before all amounts due from Buyer to Seller under the terms of this Agreement, including without limitation paragraph 12 of this Agreement, shall have been paid in full.

14. Attorney's Fees. In case of any action, or in any proceedings in any Court to collect any sums payable by Buyer to Seller under this Agreement, or in any other case permitted by law in which attorney's fees may be collected from Buyer, Buyer agrees to pay reasonable attorney's fees, court costs and other expenses.

15. Binding Effect. This Purchase Agreement shall inure to the benefit of, and shall be binding upon, Seller and Buyer and their respective successors and assigns, provided, however, that the provisions of this paragraph shall not be construed so as to authorize any assignment of this Purchase Agreement or any sale or transfer of the Real Estate in any manner contrary to the express provisions of this Purchase Agreement.

16. Entire Agreement. This Purchase Agreement constitutes the entire agreement between the parties. There are no other promises, understandings or agreements, oral or written, regarding the subject matter of this Purchase Agreement except as are expressly provided within this Purchase Agreement.

17. Modifications must be in Writing. This Purchase Agreement shall not be modified, altered or amended except in writing signed by both Seller and Buyer and approved by the City Council of Seller.

18. Waiver of Breach. The waiver by either party of a breach or default by the other party of any provision of this Purchase Agreement shall not operate or be construed as a waiver of any other, continuing or subsequent breach or default by such party.

19. Notices. Unless otherwise provided by law, all notices required or permitted to be given under this Purchase Agreement shall be in writing and shall be mailed to the other party by certified mail, postage prepaid, addressed to the parties at the following addresses:

If addressed to Seller: City of Cedar Falls, Iowa
 Attn: City Clerk
 220 Clay Street
 Cedar Falls, IA 50613

If addressed to Owner: Midwest Development Co.
 Attn: Kyle Skogman
 411 First Avenue S.E.
 Cedar Rapids, IA 52401

Item E.3.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the date stated above.

MIDWEST DEVELOPMENT CO.,
An Iowa corporation

THE CITY OF CEDAR FALLS, IOWA

By _____
Kevin M. Fittro, Vice President

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

BUYER

SELLER

STATE OF IOWA)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018, by Kevin M. Fittro, as Vice President of Midwest Development Co., an Iowa corporation.

Notary Public in and for said State

My Commission Expires:

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

This instrument was acknowledged before me on _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for said State

My Commission Expires:



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

Preparer Information: (Name, address and phone number)

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

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

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

Grantors:

City of Cedar Falls, Iowa

Grantees:

Midwest Development Co.

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Item E.3.



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa do hereby Quit Claim to Midwest Development Co., an Iowa Corporation

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa: Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa, together with any easements and servient estates appertunant thereto, but subject to any zoning and other ordinances; any limited access provisions of record; any restrictive covenants of record; and any easements of record.

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

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

Dated: _____

City of Cedar Falls, Iowa (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on _____, by James P. Brown as Mayor and Jacqueline Danielsen, MMC, as City Clerk

Signature of Notary Public

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name City of Cedar Falls, Iowa
Address 220 Clay Street, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree:

Name Midwest Development Co.
Address 411 First Avenue S.E., Cedar Rapids, IA 52401
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:
undeveloped lot, Cedar Falls, IA 50613
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) Lot 5, West Viking Road Industrial Park Phase II, Cedar Falls, Black Hawk County, Iowa,
together with any easements and servient estates appertenant thereto, but subject to any zoning and other ordinances; any limited access provisions of record; any restrictive covenants of record; and any easements of record.

1. Wells (check one)

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

Item E.3.

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
- The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ Telephone No.: _____
(Transferor or Agent)

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

ORDINANCE NO. 2918

AN ORDINANCE (1) REPEALING SECTION 6-9, BURIAL OF DEAD ANIMALS, OF ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 6-9, DISPOSAL OF DEAD ANIMALS; AND (2) AMENDING ARTICLE I, IN GENERAL OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY ENACTING NEW SECTION 6-14, BUTCHERING OF ANIMALS PROHIBITED.

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

Section 1. Section 6-9, Burial of dead animals, of Division I, In General, of Chapter 6, Animals, is hereby repealed in its entirety and a new Section 6-9, Disposal of dead animals, is enacted in lieu thereof, as follows:

Sec. 6-9. – Disposal of dead animals.

No person shall place or allow to be placed any dead animal or fowl in any public right of way or other public place in the city. No person shall allow any dead animal or fowl which the person owned or had control over at the time of death to remain in any public right of way or other public place for more than twenty-four hours after death. No person shall allow any dead animal or fowl to remain on such person's premises for more than twenty-four hours after death. Such persons, and all other persons in possession of a dead animal or fowl within the city, shall properly dispose of such dead animal or fowl within twenty-four hours.

Section 2. A new Section 6-14 in Article I, In General, of Chapter 6, Animals, is hereby adopted , as follows:

Sec. 6-14. – Butchering of animals prohibited.

No person shall within the city limits slaughter, butcher or process any animal or fowl on public property or, within the sensory perception of any person not on the same

Item F.1.

premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law.

INTRODUCED: _____ March 5, 2018 _____

PASSED 1ST CONSIDERATION: _____ March 5, 2018 _____

PASSED 2ND CONSIDERATION: _____ March 19, 2018 _____

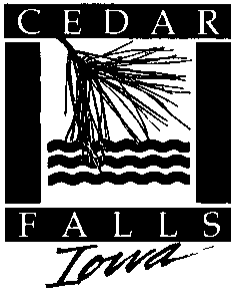
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 28, 2018
SUBJECT: Dallas Drive Right-of-Way Vacation Request

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

PROPOSAL

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

BACKGROUND

John Deery Motors operates their automobile dealership on both sides of Dallas Drive from University Avenue to Idaho Road. Dallas Drive is a public street that divides the dealership between the sales lot and office building. The dealership is making improvements to their property and building. They desired improvements to Dallas Drive, which is not in City's 5 year pavement management plan for reconstruction. This will provide the opportunity for the petitioner to make improvements to this section of Dallas Drive.

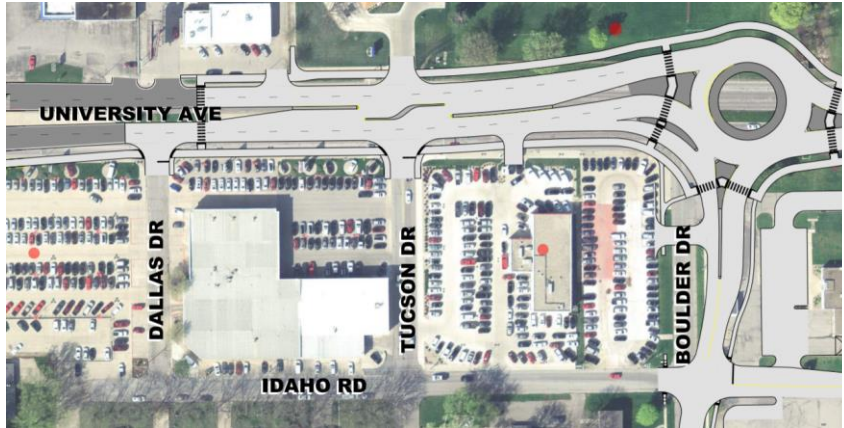


Item F.2.

ANALYSIS

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

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



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

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

VACATION AGREEMENT

Attached is an agreement between the City of Cedar Falls and John G. Investments (Deery Motors). The agreement outlines vacation, sale and conveyance of the Dallas Drive right of way from University Avenue to Idaho Road. Included in this agreement is the maintenance, sale

price, reservation of easements and the construction of the new private access drive in the vacated right of way. This agreement has been reviewed by the City Attorney and found it to be in order.

TECHNICAL COMMENTS

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

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

PLANNING & ZONING COMMISSION

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

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

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

CITY COUNCIL

Public Hearing and 1st Reading 3/5/2018 Mayor Brown introduced the Dallas Drive right of way vacation request and announced the time and place for a public hearing on the proposed vacation and conveyance of said right of way. The City Council made a motion to receive the notice of public hearing and approved the motion. Mayor Brown asked if there were any written objections filed. No written objections were filed. Mr. Sturch provided background information on the proposed vacation of a one block segment of Dallas Drive from University Avenue to Idaho Road. He indicated that the petitioner is ready to reconstruct this portion of Dallas Drive and being no objections, suspend the rules on the April 2nd Council meeting and have the 2nd and 3rd reading at that time. There were no public comments and the public hearing was closed.

The Council approved the first reading of the Dallas Drive right of way vacation.

Item F.2.

STAFF RECOMMENDATION

The Department of Community Development recommends suspending the rules and approving the 2nd and 3rd reading of the right-of-way vacation of a portion of Dallas Drive from University Avenue to Idaho Road and convey to John G. Investments subject to the following conditions:

1. Purchase price established at \$19,275.00.
2. John G. Investments reconstruct this section of Dallas Drive for their new driveway by December 31, 2018.
3. Establish a public utility easement over the entire area of the proposed vacated right of way.
4. Maintenance and snow removal of the former roadway will be the responsibility of Deery Motors and their successors.
5. Approval of a Dallas Drive vacation agreement between the City and John G. Investments.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, Iowa 50613 (319)273-8600
Grantor: City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa 50613
Grantee: John G Investments Inc., PO Box 685, Cedar Falls, Iowa 50613

**AGREEMENT FOR THE VACATION OF THE DALLAS DRIVE PUBLIC RIGHT OF WAY
BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND JOHN G INVESTMENTS INC.**

This Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called “Grantor” and John G Investments, Inc., hereinafter called “Grantee”, in conjunction with the vacation, sale and conveyance of the Dallas Drive public right of way from University Avenue to Idaho Road legally described as follows:

THAT PART OF DALLAS DRIVE BOUNDED ON THE WEST BY THE EAST LINE OF LOT 2 AND LOT 4 IN THE CEDAR MEADOWS ADDITION AND BOUNDED ON THE NORTH BY THE PRESENT SOUTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 5 IN CEDAR MEADOWS ADDITION AND BOUNDED ON THE SOUTH BY THE PRESENT NORTH RIGHT OF WAY LINE OF IDAHO ROAD, ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

THE CITY OF CEDAR FALLS, IOWA SHALL RETAIN A PERMANENT ACCESS EASEMENT UPON THE DESCRIBED PARCEL AND ALSO RETAIN A PERMANENT UTILITY EASEMENT OVER, UNDER AND UPON THE ABOVE DESCRIBED PARCEL

WHEREAS, the Grantor intends to vacate, sell and convey the Dallas Drive public right of way from University Avenue to Idaho Road; and

WHEREAS, following the required process for vacating a public right of way, a public notice was published in the local newspaper giving notice of the proposed right of way vacation.

WHEREAS, it is the desire of the Grantee to assume the responsibility of the aforementioned Dallas Drive right of way for personal use; and

WHEREAS, the Grantee will reconstruct the aforementioned Dallas Drive right of way; and

WHEREAS, it is the desire of the Grantor to insure that said right of way vacation proceeds in an orderly manner and that the Grantee complies with all applicable city ordinances, city policies and practices, and in conformity with public health, safety, morals and general welfare of the citizens of Cedar Falls and the general public at large, and in conformity with all applicable local, state and federal laws.

Item F.2.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Grantor and Grantee agree as follows:

1. Subject to compliance with and completion of proceedings for vacation of city-owned right-of-way in accordance with Iowa law and City ordinances, Grantor shall convey and sell the vacated right-of-way as set forth herein.
2. Grantee is the current owner of the land adjacent to the right of way and as such is entitled by law to preference in the purchase of the vacated right of way.
3. The only other person known to be entitled to preference in the purchase of the vacated right-of-way is deceased.
4. Grantee acknowledges receipt of proper and sufficient notice of the Grantor's intention to sell the vacated right of way, and hereby waives any deficiency in the timeliness or content of such notice.
5. The fair market value of the vacated right of way is Nineteen Thousand Two Hundred Seventy-five and 00/100 dollars (\$19,275.00), calculated as follows: total fair market value in the amount of \$192,750.00 as determined by independent appraisal, less 90% of value to account for reservation by Grantor of a perpetual utilities easement in the entire right-of-way. Grantee acknowledges and agrees with this fair market value determination.
6. Grantee agrees to purchase from Grantor and Grantor agrees to sell and convey the vacated right of way to Grantee for the sum of \$19,275.00. Subject to compliance with and completion of proceedings for the sale and conveyance of City owned property in accordance with Iowa law and City ordinances, Grantor shall convey marketable title to Grantee, free and clear of any liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and subject to existing easements of record, if any. Grantor shall execute a Quit Claim Deed in the form attached as Exhibit A attached, which terms are incorporated herein by this reference.
7. Grantor's conveyance of the vacated right-of-way to Grantee shall also be subject to the reservation by Grantor of a perpetual utilities easement over, under and across the entire vacated right-of-way for the purposes of construction, reconstruction, maintenance, repair and replacement of electrical, natural gas, communications, water, sanitary sewer and storm sewer utilities, together with the right of ingress to and egress from the vacated right-of-way, according to the terms provided for in Exhibit B attached, which terms are incorporated herein by this reference.
8. Grantor and Grantee agree that the closing date on this transaction shall take place on a date no later than ____ days following completion and approval by the City council of all proceedings required by Iowa law and City ordinances for the vacation, sale and conveyance of the right of way. Recording fees shall be paid by Grantee.
9. Commencing with the date of this Agreement, and until vacation, sale and conveyance of the right-of-way to Grantee at the closing, Grantee and its employees, agents, contractors or designees, at Grantee's sole cost, shall have the right to examine and inspect the right-of-way and may inspect, appraise, test, survey, and conduct any other activities reasonably necessary to assess the right-of-way for any purpose, including review of title, to determine the condition of the right-of-way, but subject to the rights of the public to use the travelled portion of the right-of-way as a public street until vacation and conveyance.

- 10. After acquisition, Grantee agrees to construct a private drive in the location of the vacated right-of-way with such construction to be completed no later than December 31, 2018. Grantee shall permit Grantor to review and approve in advance the construction plans of the private drive for the purpose of ensuring the integrity and function of existing public utilities located in the vacated right-of-way, and to ensure proper drainage and integration of the private drive into the adjacent City streets and infrastructure. If any utilities are damaged during construction or thereafter which is caused by Grantee, its employees, agents, contractors or designees, Grantee shall be responsible for the cost of repair of such damaged utilities.
- 11. This Agreement is binding upon the parties and their assigns, representatives and successors.
- 12. This Agreement is made under the laws of the State of Iowa and is governed and construed in accordance with the laws of the State of Iowa.
- 13. If any part of this Agreement is for any reason held invalid, the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent allowed by law.

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

(Seal)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Daniels, MMC, City Clerk

John G Investments, Inc.

By: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

Item F.2.



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

Preparer Information: (Name, address and phone number)

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

Taxpayer Information: (Name and complete address)

John G Investments, Inc., PO Box 685, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

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

Grantors:

City of Cedar Falls, Iowa

Grantees:

John G Investments, Inc.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa do hereby Quit Claim to John G Investments, Inc., an Iowa Corporation all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa: See 1 in Addendum

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

Dated:

City of Cedar Falls, Iowa (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

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

Signature of Notary Public

Item F.2.

Addendum

1. THAT PART OF DALLAS DRIVE BOUNDED ON THE WEST BY THE EAST LINE OF LOT 2 AND LOT 4 IN THE CEDAR MEADOWS ADDITION AND BOUNDED ON THE NORTH BY THE PRESENT SOUTH RIGHT OF WAY LINE OF UNIVERSITY AVENUE AND BOUNDED ON THE EAST BY THE WEST LINE OF LOT 5 IN CEDAR MEADOWS ADDITION AND BOUNDED ON THE SOUTH BY THE PRESENT NORTH RIGHT OF WAY LINE OF IDAHO ROAD, ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

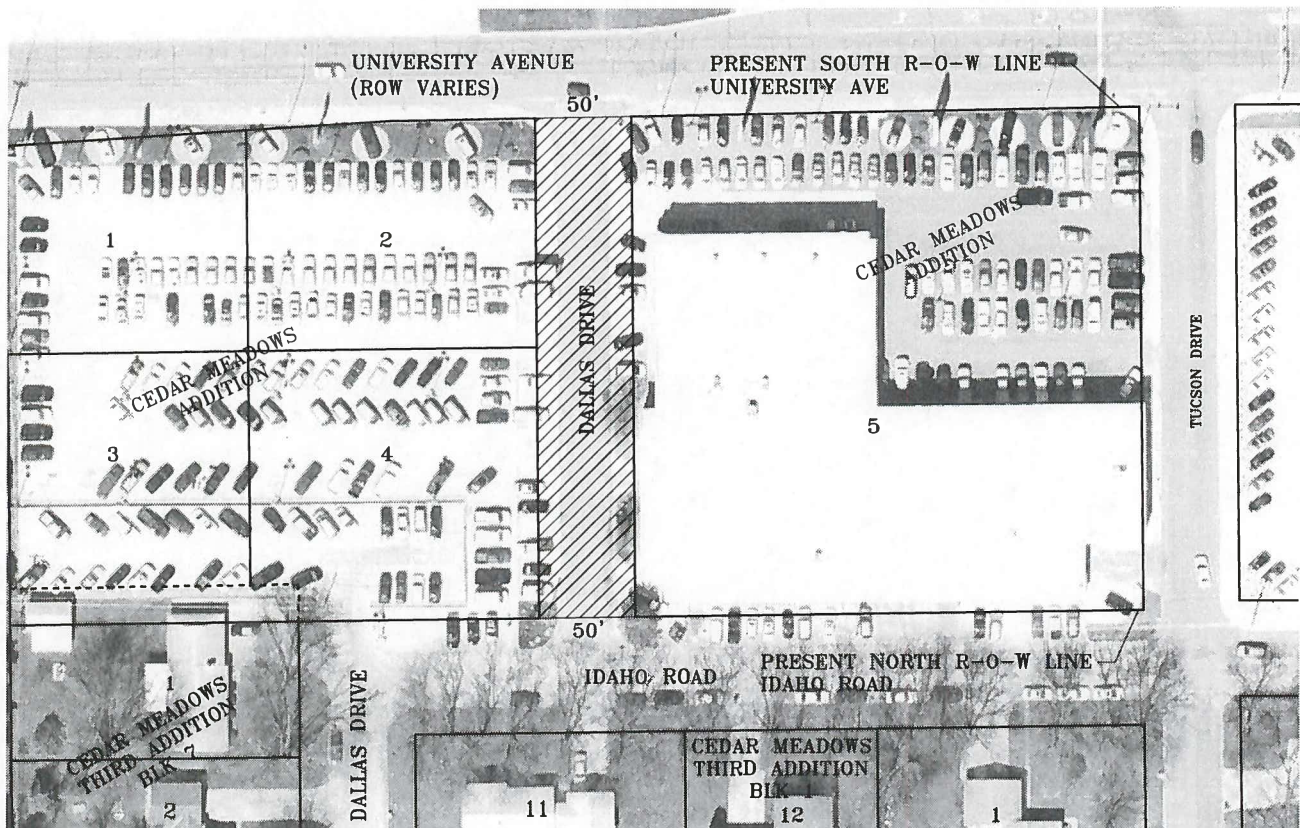
Subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, if any, and further subject to a permanent access easement upon the entire real estate as well as a permanent utilities easement over, under and across the entire real estate, both being retained by Grantor, all as more particularly described in a certain Agreement for the Vacation of the Dallas Drive Right of Way Between the City of Cedar Falls, Iowa, and John G Investments, Inc. dated the ____ day of _____, 2018.

This Quit Claim Deed is executed pursuant to Resolution No. _____ adopted by the City Council of the City of Cedar Falls, Iowa, on the ____ day of _____, 2018. The vacated street right of way conveyed herein was vacated by City Council Ordinance No. _____ adopted on the ____ day of _____, 2018.

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

Prepared by: Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 319-232-6531

Plat for Vacating a part of Dallas Drive
and Retaining a Permanent Easement
on the part being Vacated
City of Cedar Falls, Iowa




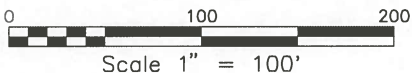
Legal Description

Description: Vacating Part of Dallas Drive

That part of Dallas Drive bounded on the West by the East line of Lot 2 and Lot 4 in Cedar Meadows Addition and bounded on the North by the present South Right-of-Way line of University Avenue and bounded on the East by the West line of Lot 5 in Cedar Meadows Addition and bounded on the South by the present North Right-of-Way line of Idaho Road, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

The City of Cedar Falls, Iowa shall retain a permanent access easement upon the above described parcel and also retain a permanent utility easement over, under and upon the above described parcel.

 Area (S.F.):
Approximately 12,950

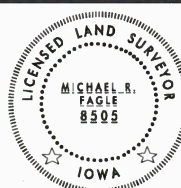


Owner
CITY OF CEDAR FALLS

This plat has been compiled from record information and is not the result of a field survey.

Parcel No.: 1

AECOM



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa

Michael R. Fagle 3-28-2018
Signature Date
MICHAEL R. FAGLE
Printed or Typed Name

My license renewal date is December 31, 2018

Pages or sheets covered by this seal: THIS SHEET

DRAWN BY: MND

CHECKED BY: MRF

Last Update: March 28, 2018 10:59 AM

SHEET NO. 1

TOTAL SHEETS 1

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

ORDINANCE NO. 2920

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

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

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

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

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

SECTION 2. That on the _____ day of _____, 2018, after publication of notice of the intended vacation and sale of a portion of Dallas Drive right of way, the City Council of the City of Cedar Falls, Iowa, did adopt an ordinance approving and authorizing vacation of said right-of-way and a resolution authorizing the conveyance of said right-of-way to an adjacent property owner for the sum of \$19,275.00, by Quit Claim Deed, reserving to the City of Cedar Falls, Iowa, a known utility easement located within the right of way.

SECTION 3. That portion of right-of-way vacated, and to be sold and conveyed to an adjacent property owner shall be subject to reservation of a perpetual utilities easement over, under, and across the vacated, sold and conveyed right-of-way for the purposes of construction, reconstruction, maintenance, repair and replacement of electrical, natural gas, communications, water, sanitary sewer and storm sewer utilities, together with the right of ingress to and egress from the area as described herein.

Item F.2.

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

INTRODUCED: _____ March 19, 2018 _____

PASSED 1st CONSIDERATION: _____ March 19, 2018 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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.4.

Sec. 7-50. - National Electrical Code amendments.

The provisions of this section specify certain amendments, by deletion, addition or substitution of the 2017 edition of the National Electrical Code. Where this section states that an article, subsection, enumeration or exception is deleted, only the specific article, subsection, enumeration or exception is deleted. Where this section states that an article or subsection is deleted in its entirety, all references listed thereafter associated with this specific article (with subsections, enumerations and exceptions) or subsection (with enumerations and exceptions) are deleted.

2017 NEC Chapter 2 Amendments

- (4) Section 210.12 (D) is deleted in its entirety.
- (9) 230.50(A) Underground Service-Entrance Conductors is deleted in its entirety and the following sentence is substituted therefor: "Underground service-entrance conductors shall be installed in a raceway not less than two feet underground."

2017 NEC Chapter 3 Amendments

- (1) 300.13(B) Device Removal, is deleted in its entirety and the following is substituted therefor: "(B) Device Removal. In all circuits, the continuity of conductors shall not be dependent upon device connections where the removal of such devices would interrupt continuity."

2017 NEC Chapter 4 Amendments

- (1) Section 406.4 (D)(4) is deleted in its entirety.

2017 NEC Annex H Amendments

- (1) 80.9(C) Additions, Alterations or Repairs is amended by adding the following:
 - (1) It is prohibited by this ordinance to perform any repair to, add to, or revamp any residential services less than 60 ampere.
 - (2) 80.13 Authority, subparagraph (13), is amended by inserting a period after the words "ready for inspection," and deleting the words, "and shall conduct the inspection within _____ / _____ / _____ days."
 - (3) 80.15. Electrical Board, is deleted in its entirety and the following is substituted therefor: BOARD OF ELECTRICAL APPEALS
 - (A) Membership; Appointment of Members; Term of Office.
 - (1) The board of electrical appeals shall consist of five members: one member of the city council, appointed each year, two members from the electrical contractors of the city, one journeyman electrician and one public member,

each appointed for a period of four years. The electrical inspector shall serve as secretary to the board but is non-voting. Appointments are made by the Mayor with the approval of the city council. Should a vacancy in the board occur, it shall be the duty of the secretary of the board to notify the Mayor of the vacancy, and the Mayor and city council shall, at a regular meeting, as soon as possible thereafter, appoint a new member to the board to fill the vacancy for the unexpired term.

- (2) Expiration of appointments, except for the city council member, shall be staggered so that one member is appointed or reappointed each year. Terms of appointment shall expire on December 31. If the Mayor and city council fail to appoint at the scheduled time, the expired term member(s) will be held over until re-appointment or replacement.
- (3) The members of the board of electrical appeals shall serve without compensation.
- (4) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of this ordinance who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his or her current term and the member's non-reappointment by the mayor to an additional term.

(B) Meetings; Records.

- (1) All meetings of the board of electrical appeals are open to the public and shall be held in the council chambers or other location indicated in a public notice posted 24 hours prior to any meeting.
- (2) Three members of the board shall constitute a quorum for the transacting of all business, but any action taken by the board shall require a majority vote of all members of the board.
- (3) The board shall annually elect one of its members as chairperson of the board.
- (4) The secretary of the board shall keep a record of the board meetings.

(C) Appeals.

- (1) Any person shall have the right to register an appeal with the board of electrical appeals for a review of any decision of the electrical inspector, provided that such appeal is made in writing within ten days after having been notified of such decision by the electrical inspector. Upon receipt of such appeal, the board of appeals shall proceed to determine whether the action of the electrical inspector complies with this article, and shall make a decision in

Item F.4.

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 1st CONSIDERATION: _____ March 19, 2018 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 27, 2018
SUBJECT: MU District Site Plan Review - Kwik Star Convenience Store

REQUEST: Site plan review and approval for a new Kwik Star Convenience Store/Gas Station
PETITIONER: Kwik Trip, Inc.
LOCATION: A part of Lot 33 and all of Lot 34 of the Pinnacle Prairie Business Center North.

PROPOSAL

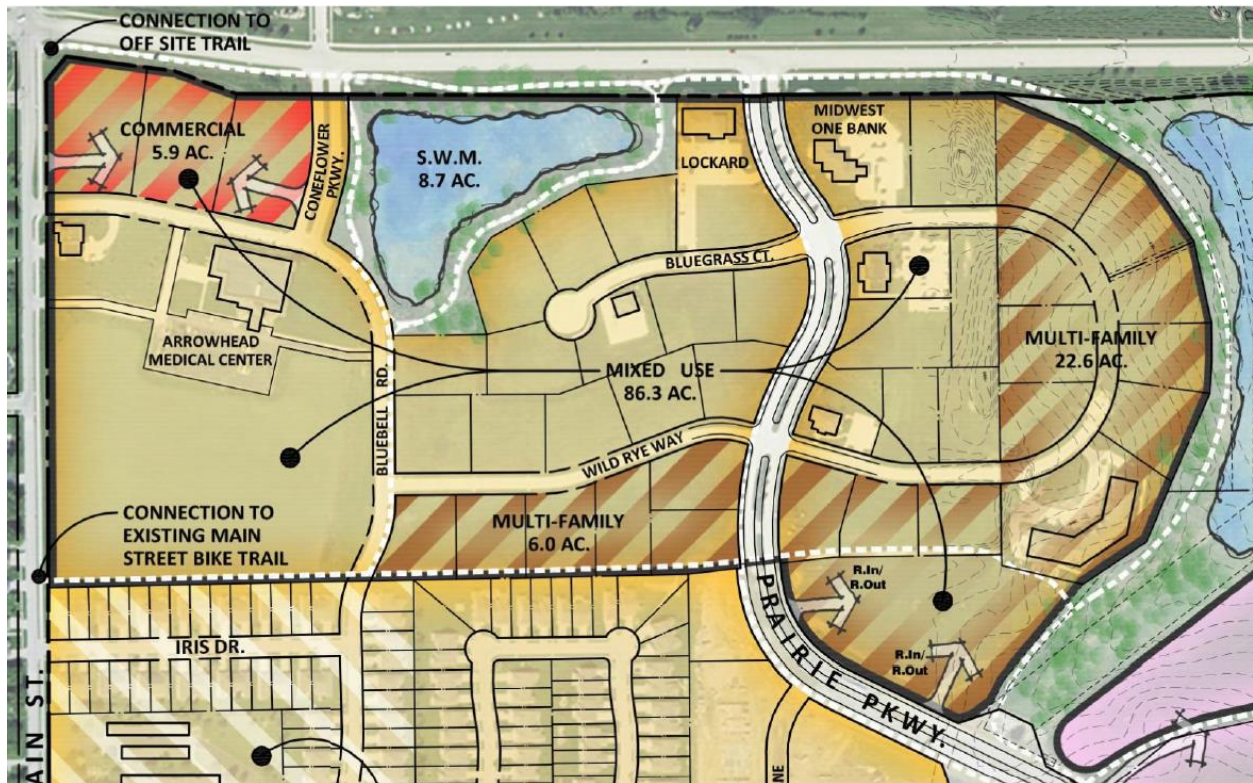
The petitioner is proposing a single story 7,000 square foot convenience store/gas station with a 2,800 square foot detached two-bay carwash and a 40' by 120' fueling canopy for the gasoline pumps. The property is 2.84 acres with two driveways onto Bluebell Road and a right in/right out onto Coneflower Parkway.

BACKGROUND

The Pinnacle Prairie Master Plan was approved in the summer of 2004 for the Pinnacle Prairie area, when the property was rezoned to MU, Mixed Use Residential District. The MU District is established for the purpose of accommodating integrated residential and neighborhood commercial uses. Appropriate uses would include: grocery, drug store, restaurant, retail shops, gasoline station, bookstore, theatre, household appliance store, etc. This property is included in the Pinnacle Prairie Business Center North subdivision.

In August 2014, staff met with the developer to discuss changes that have occurred since the rezoning and the importance of updating the Master Plan (see below). The Master Plan was formally adopted by the Planning and Zoning Commission and the City Council in the spring of 2015. Even though a convenience store is a permitted use under the MU zoning district, this plan classified the land uses for the area in the northwest portion of the development for commercial uses while the remaining area of the subdivision is mixed use with office, medical and residential.

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Pinnacle Prairie Master Plan

ANALYSIS

This property is located in the MU, Mixed Use Residential, District which is intended to integrate residential and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. A detailed site plan review is required to ensure that the development site satisfies a number of standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements:

- 1) Use: This site plan includes a 7,000 square foot single story convenience store with a detached two bay carwash and fuel canopy. **Use is allowed in the MU zoning district and consistent with the Master Plan.**
- 2) Building Location: The setbacks for this district are 20-feet along the south and east, 50 feet along the north (50' utility and landscape easement) and 10 feet on the west (10' utility easement). These setbacks must be free and clear of all buildings, parking areas and signage. The proposed building and canopy is surrounded by the parking lot and driveways. The detached car wash building is approximately 15 feet from the west lot line. All driveways, parking areas, buildings and signs are located outside the aforementioned setback areas. **Building setbacks are satisfied.**
- 3) Parking: The parking requirement for convenience stores is one space for every 100 square foot of retail floor space plus one stall for every two employees. The retail floor space in the proposed Kwik Star is 3,344 square feet. This yields to 33 parking stalls plus parking for the employees. The plan has a total of 42 stalls around the building. Since fuel

dispensing pumps are included in the plan with a car wash, the site has the adequate stacking space for each gas pump and car wash bay that will not prohibit ingress or egress in the driveway, parking stall or access aisle.

According to the Pinnacle Prairie Design Guidelines parking for all commercial uses should be behind the building. The Design Guidelines are part of the Development Agreement; therefore the city should consider the extent to which they are met in a site plan review. The point of having parking in the back of a commercial development is that parking will not be the focal point of the development. The Kwik Star site plan has their parking in front and on the side of the building. The Design Guidelines state that if the parking is in front of the building, enhanced landscaping will be required around the parking lot. There is enhanced landscaping with a continuous line of evergreen trees along the north side of the parking lot and planting beds along Bluebell and Coneflower. This plan also satisfies the perimeter parking lot landscaping requirements. **The parking plan is satisfied.**

- 4) Open Green Space/Landscaping: The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required setbacks. The development site is 2.84 acres or 123,872 square feet. The proposed plan offers 1.1 acres or 47,940 square feet (38%) of open space. When deducting the setbacks for this property, the minimum required open space area is 12,370 square feet and the open space provided for this site (excluding setbacks) is 19,260 square feet. Since this property is adjacent to Greenhill Road, the property is located in the Highway Corridor and Greenbelt Overlay District (HCG). This overlay requires all commercial lots exceeding one acre in area to have a minimum of 25% open space for the entire property. Again, the site plan shows approximately 39% of the total site reserved for open space.

The required landscape plantings in the HCG is 0.03 points per square foot of lot area and the MU district equals 0.02 points per square foot of lot is required. Below is a table listing the planting requirements and what is being provided:

Landscaping			
Type	HCG Points	MU Points	Points Provided
Development site	3,511	2,474	3,645
Street Trees	765	765	825
Parking trees	3	3	3

The table above summarizes the landscaping requirements for the HCG and MU districts. The total development site exceeds the MU district standards and the HCG requirements. The focus of the landscaping is two-fold: along roadways, for buffering and around the building/parking lot. The landscaping is well distributed. In addition to the required landscape plantings, the site includes a mixture of overstory trees, understory trees, evergreen trees, shrubs and ornamental grasses. It should be noted that the landscaping plan identifies a line of 8-foot tall conifers along the north side of the parking lot. The Design Guidelines require additional plantings 10%-15% greater than what is outlined in

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the MU district. These guidelines will be satisfied since the HCG district requires more plantings. **Open green space and landscaping requirements are satisfied.**

- 5) **Building Design:** The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures. These are noted below with a review on how each element is addressed. While the proposed building is in the Business Center North development, there are multiple medical and office buildings in this area from which to relate the design. These buildings were designed to meet the Pinnacle Prairie Design Guidelines. As the Pinnacle Prairie Design Guidelines are part of the Development Agreement and all commercial buildings currently in the MU district meet these design requirements; staff review will not only cover how the Zoning Ordinance is met but also the Pinnacle Prairie Design Guidelines.

Below are examples of existing commercial buildings Business Center North district:



226 Bluebell Road (Covenant Medical Center)



715 Bluegrass (Thomas J. Strub, DDS)

- 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.*

The scale and height of this commercial building is comparable to the other office and medical buildings in the Business Center North development. The overall height of the Kwik Star store is approximately 22 feet. The finish floor of the proposed building will

be at 943' as compared to the Fareway Star store at 949' and the Public Safety building at 952'.

The design of the store includes windows on the front (east) and north side. The window design includes a sash bar that separates the transom on the top third of the windows. The detached car wash building mimics the store with windows on the west and east side, entry doors on the north and exit doors on the south. The building faces east with the main entrance off of Coneflower Parkway. These proportional features are found on other buildings in this MU district.

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

The proposed Kwik Star store includes a hip roof with asphalt shingles that is similar in design to the other buildings in the immediate area. The hip roof will conceal the heating and cooling units and other features on top of the building. This roof feature is included on the car wash with an asphalt roof brow on the north and south side of the building. The canopy island includes a hip roof with asphalt shingles. The canopy support posts will be wrapped in stone and brick columns to match the building.



Fueling Canopy

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

Overall the design of the store is an attractive building that is similar to the other Kwik Star stores in the area. The only difference with the proposed store and other stores is the asphalt roof as opposed to a steel standing seam roof. Staff felt that this roof should match the materials of the other buildings in the development. The pattern includes long horizontal lines repeated around the building with a brick soldier course treatment at the top of the windows. The entry extends outward from the front of the building. This entry includes brick corner columns topped with an arching soldier course brick work



Front Entry Detail

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over the doorway. The gable ends include wall signage over a stucco finish. The fascia continues the horizontal treatment around the building with multi-color elements. The detached carwash building includes the aforementioned design elements. These design features are found on other buildings in this MU District.

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

The primary materials used on the building and car wash are brick, stone and glass. The building has a strong base formed by stone wainscot along the bottom third of the facade topped with a stone soldier course design. The upper two-thirds of the facade are covered with red brick and windows. One would find these materials on other buildings in this MU District.

The Pinnacle Prairie Design Guidelines outline the design for the buildings with naturally occurring stone and large overhangs. The materials commonly used are brick and Anamosa limestone. The windows shall be bronze or champagne color to blend with the color choice of the brick. All MU commercial buildings have met these requirements. More details on the cultured stone material and window frames are needed to support the design guidelines.

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

The building design includes a typical red brick face color with tan accent brick colors. Earth tones are the common color in this MU District. The plan includes a tan stone base to match the horizontal stone banding, window trim and brick walls. The overhangs are covered in almond and red fascia to complement the color of the brick and stone on the rest of the building. These details are found on other buildings in this MU District.

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

The proposed Kwik Star building's design matches that of others in this MU District with vertical window openings, horizontal lines in the brick design and brick columns to support the covered entries. This is not only a modern type of design but also replicates the design elements found on other commercial buildings in the MU District. **Overall, the design of the building fits the intent of this MU District. It should be noted that the developer approved the design of this new Kwik Star building.**

- 6) Trash Dumpster Site: The site plan shows a trash dumpster area connected to the southwest corner of the building. A brick wall encloses the dumpster area. This brick wall matches the design on the rest of the building. The dumpster is accessed by a wood screen fence. **The dumpster area provides adequate screening from the public views.**

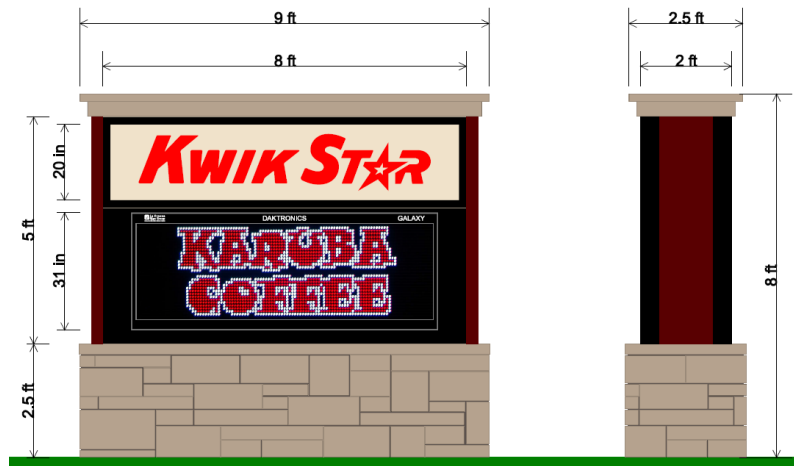
- 7) Lighting: The intent of the the MU District encourages innovative designs with a common theme for all properties in the district. This includes the type and style of lights distributed throughout each site. The applicant submitted a plan for a flat LED fixture. This lighting change is a diversion from the standard lantern style lights found on other nearby properties. The developer indicated that these LED light fixtures are acceptable for the commercial properties on Greenhill Road.



Proposed Light Fixtures

It is proposed to install a 15-foot tall light pole on a 3-foot base. The plan includes a total of nine poles and recessed light fixtures around the building and under the canopy. See attached design sheets. The pole near the easterly driveway is for a camera fixture. The other eight poles around the parking lot and in-between the building and carwash are LED light fixtures. A photometric lighting design was submitted and attached to this staff report. This plan shows the LED lights poles to cast a downward light just beyond the paved portion of the site.

- 8) Signage: The site plan indicates a monument sign and directional signs. A monument sign is located at the northeast corner of the site outside the required setbacks. This sign will be 8 feet in height and 34 square feet in area. Monument signs are allowed in the MU district not to exceed 8 feet in height and 40 square feet in area. Wall signs are identified on the east (Kwik Star) and west (Carwash) side of the building. Each sign is approximately 30 square feet in area. There are four directional signs located near the driveways approximately 5 feet in height and 4.5 square feet in area. Lastly, the fuel canopy will have the Kwik Star sign on the north and east side of the canopy. **Staff recommends that the Kwik Star signs be located on the east and west side of the canopy. The Planning and Zoning Commission recommended that the banner around the canopy is on a dim setting or no lights on the north side of the canopy. The submitted signage plan conforms to this district’s requirements. All signs will require a separate permit prior to installation.**



Monument Sign

- 9) Sidewalks: A public sidewalk will be installed along Bluebell Road and Coneflower Parkway. The sidewalk along Coneflower will connect into the existing recreational trail on

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Greenhill Road. A service walk will connect the store to the proposed sidewalk on Bluebell Road next to the east driveway. The sidewalk plans include a ramp at the northwest corner of Coneflower Parkway and Bluebell Road. This ramp must line up with the end of the median on Coneflower Parkway for a future crossing and connection to the existing sidewalk on the east side of Coneflower Parkway. **Sidewalk requirements are met.**

- 10) Storm water management: This lot is located in the Pinnacle Prairie Business Center North drainage plan. The plan is to collect the on-site runoff in a detention basin north of the parking lot. Kwik Star will grade this area and create a new 100-year basin on their property and in the Greenhill Road right of way. From here, the storm water will be released under Coneflower Parkway to the area wide detention basin. A maintenance and repair agreement has been submitted for this detention basin. **Stormwater maintenance and repair agreement approved.**
- 11) Easement Vacation and Dedication: The petitioner is purchasing the east half of Lot 33 to merge it with Lot 34 for this development. The plat includes a 10-foot utility easement on the original lot line. Those easements will be vacated as part of this project. A new 10' wide utility easement will be dedicated along the westerly property line of this site. Attached is the plat of survey for this project. **The easement vacation and dedication is accepted by staff and CFU personnel.**

12) Noise

There will be a two-bay detached carwash building on the west side of the store. The vehicles will enter the carwash on the north side of the building and exit on the south side. During the discussion at the December 13, 2017 Planning and Zoning Commission meeting, a noise analysis of the carwash was requested by the Commission. The applicant submitted noise decibel readings of the car wash dryers from a new Kwik Star store. The attached drawing shows the decibel readings from 50 feet to 300 feet away from the car wash entry. The decibels with the doors closed at 300 feet are 46.6 dB and 50.8 dB with the doors open. The Cedar Falls Code provides a noise limit of 55 dBs in a residential zoning district as measured from the nearest property line of the residential dwelling, which is across Greenhill Road. The decibel readings for the proposed car wash are within the limits of the City Code and the exit is situated on the south side of the building away from the closest residential dwelling.

During the discussion at the February 19, 2018 City Council meeting, Council recommended that the car wash hours operate under the same hours outlined in the City Code for a construction project, 7:00 am to 10:00 pm.

- 13) Other Site Plan Details: The site plan includes bike racks located near the northeast corner of the building. The plan also includes a picnic table area along the north side of the parking lot.

The store includes several security cameras on the building and the parking lot.

- 14) Traffic Impact Study: Kwik Star submitted a Traffic Impact Study (TIS) for this proposed store. The four intersections surrounding this site were evaluated for current traffic volumes, projected traffic volumes, crash rates and growth rates. Based on the TIS and the close proximity of Coneflower Parkway to S. Main Street, a traffic signal is not

warranted. This leads to other types of intersection improvements on Greenhill Road that includes the following:

- A right turn lane for the eastbound traffic on Greenhill Road.
- Paint center left turn lanes on Greenhill Road for both directions of traffic.
- Relocate the recreational trail on the south side of the new right turn lane.



This area has experienced development and growth over the past five years with the expansion of the Western Home campus, residential development, and commercial projects in the Viking Road corridor. The City realizes that this intersection at Greenhill and S. Main will need to be upgraded in the future and this is the reason that this project has been placed in the Capital Improvements Program for construction in 2021. Short term, the City will hire an engineering consultant to study the Greenhill Road corridor and the S. Main Street intersection to determine the near and long term improvement options. The traffic study for the proposed Kwik Star site is on file in the Planning and Community Services office. **A Development Agreement between the City and Lockard Development has been submitted to the City Council for approval for the roadway and trail improvements at the Greenhill Road and Coneflower Parkway intersection. The intent is to install these improvements prior to the opening of the proposed Kwik Star store.**

- 15) Fuel Tanks: Kwik Star installs double wall fuel tanks with water tight containment pumps and dispenser units. All containment casings are monitored with electronic sensors for leaks and spills.
- 16) Petitions: Attached to this staff report are a number of letters and comments from the adjoining neighborhood. The corresponding map identifies those individuals who signed the original petitions last fall. Also attached are additional comments, documents and photos that were presented at the Planning and Zoning Commission meetings in January and the City Council meeting on February 19, 2018. Since the February City Council meeting, additional comments were added to the attached list.

TECHNICAL COMMENTS:

All basic utility services are available to the property. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review. An 8” water service stub has been installed to both lots 33 and 34 off of Bluebell Rd. Both of the water services will be in

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the new proposed lot. One water service will be required to be abandoned at the owners cost. The owner/contractor must coordinate all utility accommodations with CFU personnel.

A notice of this meeting was mailed to the adjacent neighborhoods on March 27, 2018.

PLANNING & ZONING COMMISSION

Discussion 9/13/2017 Chair Oberle introduced the item and Mr. Sturch provided background information, noting that this item will just be for discussion at this time. It is proposed to create a Kwik Star Convenience Store off of Greenhill Road at the corner of Coneflower Parkway and Bluebell Drive located in an MU Zoning District. He summarized the site plan details and recommendations listed in the staff report. There were some additional comments from the Commission members.

Chair Oberle reiterated that this item is simply up for discussion at this time and opened the meeting for questions and public comments.

There were several neighbors to speak against this with concerns on the additional traffic, noise, lights, crime, safety, storm water runoff and general use of the property not consistent with the neighborhood character. A full summary of these comments are found in the attached minutes from the September 13, 2017 Commission meeting.

Wade Dumond, Kwik Trip/Star from LaCrosse, Wisconsin, came forward to address the questions and concerns that were presented by the Commission and nearby neighbors.

The discussion ended and Chair Oberle reminded everyone that this item will be back on the agenda in the coming weeks for additional discussion.

Discussion 12/13/2017 Chair Oberle introduced the item and Mr. Sturch provided background information. He discussed the comments from the previous discussion on September 13, 2017 and noted that staff has been working with the applicant on their traffic study, roadway capacity improvements and site plan changes. He summarized the site plan details and recommendations listed in the staff report. There were some additional comments from the Commission members.

There were several neighbors to speak against this with concerns on the additional traffic, noise, lights, crime, safety, storm water runoff and general use of the property not consistent with the neighborhood character. A full summary of the comments are in the P&Z minutes.

Wade Dumond, Kwik Trip/Star from LaCrosse, Wisconsin, came forward to address the questions and concerns that were presented by the Commission and nearby neighbors.

The commission members wanted more information on the lighting plan

and noise concerns with the car wash exit. It was encouraged to orientate the car wash exit to the south side of the building away from the neighbors. A motion was made to table this request for more information. The motion was unanimously approved.

Vote
1/10/18

Acting Chair Holst introduced the item and Mr. Sturch provided background information. He discussed the various requirements and design elements and stated that staff recommends approval of the site plan subject to the submittal of a storm water maintenance and repair agreement prior to City Council approval, conformance with technical comments and any additional comments or direction from the Planning and Zoning Commission.

The Commission removed this item from the table and discussed this request.

There were several people from the nearby neighborhood to discuss this site plan. These comments included traffic safety issues, the location of the convenience store, light pollution and noise issues.

The Commission also heard from nearby neighbors that support the Kwik Star proposal. They believe that Kwik Star will provide a close convenience to the neighborhood and Greenhill Road was built to accommodate the traffic for this and future development.

The Commission discussed this project. They discussed the lighting plan and signage on the canopy. It was recommended that the canopy signage lights and banding are not lighted or on a low dim setting. The Commission made a motion to approve the Kwik Star site plan and easement vacation/dedication. The motion was approved with 6 ayes, 1 nay and 1 abstention.

CITY COUNCIL

Vote
2/19/18

Mayor Brown introduced the MU district site plan for a new a new convenience store/gas station and carwash at the southwest corner of Greenhill Road and Coneflower Parkway. The City Council made a motion to approve the site plan. Mr. Sturch provided background information followed by questions from the City Council and concerns from nearby property owners.

The following is a list of comments presented by the public during the Council meeting:

- 8'-10' trees as barrier on north side.
- No overnight parking, especially trucks (add signage for no overnight parking).
- No red banner light on North side of gasoline canopy (P&Z Commission recommended no lighted signs on north side of canopy and dimmers on the canopy signage and red banner).
- Restricted hours of store operation (10 p.m. closing).
- Restricted car wash hours (City Code 7 am to 10 pm).
- Low illumination of lights (wattage).

Item F.5.a.

- Petition in support included signatures from many non-tax paying residents.
- Petitions submitted by area/neighborhood residents should carry more weight than other petitions.
- Inviting crime (recent armed robberies at other convenience stores in the area).
- Fareway provides food products next door.
- Gas pollution runoff issues.
- Noise concerns.
- Doesn't fit climate of neighborhood (character of the neighborhood).
- North drainage is same place as tree barrier.
- Doesn't fit the concept of Pinnacle Prairie.
- Who pays for turn lane (Greenhill Estates Inc. pays for the turn lane and other improvements at Greenhill and Coneflower Parkway).
- What's the vision for CF growth in this area.
- Who monitors gas spillage.
- Time of deliveries (fuel and store products).
- Property values.
- Traffic congestion/conflicts.
- Water quality.
- Don't turn Greenhill Road into a new University Avenue.
- Bright lights and light pollution. Can berm/fence on north side of Greenhill Road be extended to the east.
- Crime is up in Cedar Falls.
- Casey's already within 1 mile.
- Vehicle traffic is considerably reduced after 10:00 p.m. on Greenhill.
- No other businesses in that area is open 24/7.
- Trees on Greenhill side won't block unsightly view.

After the discussion, the motion to approve the site plan was denied 4-3.

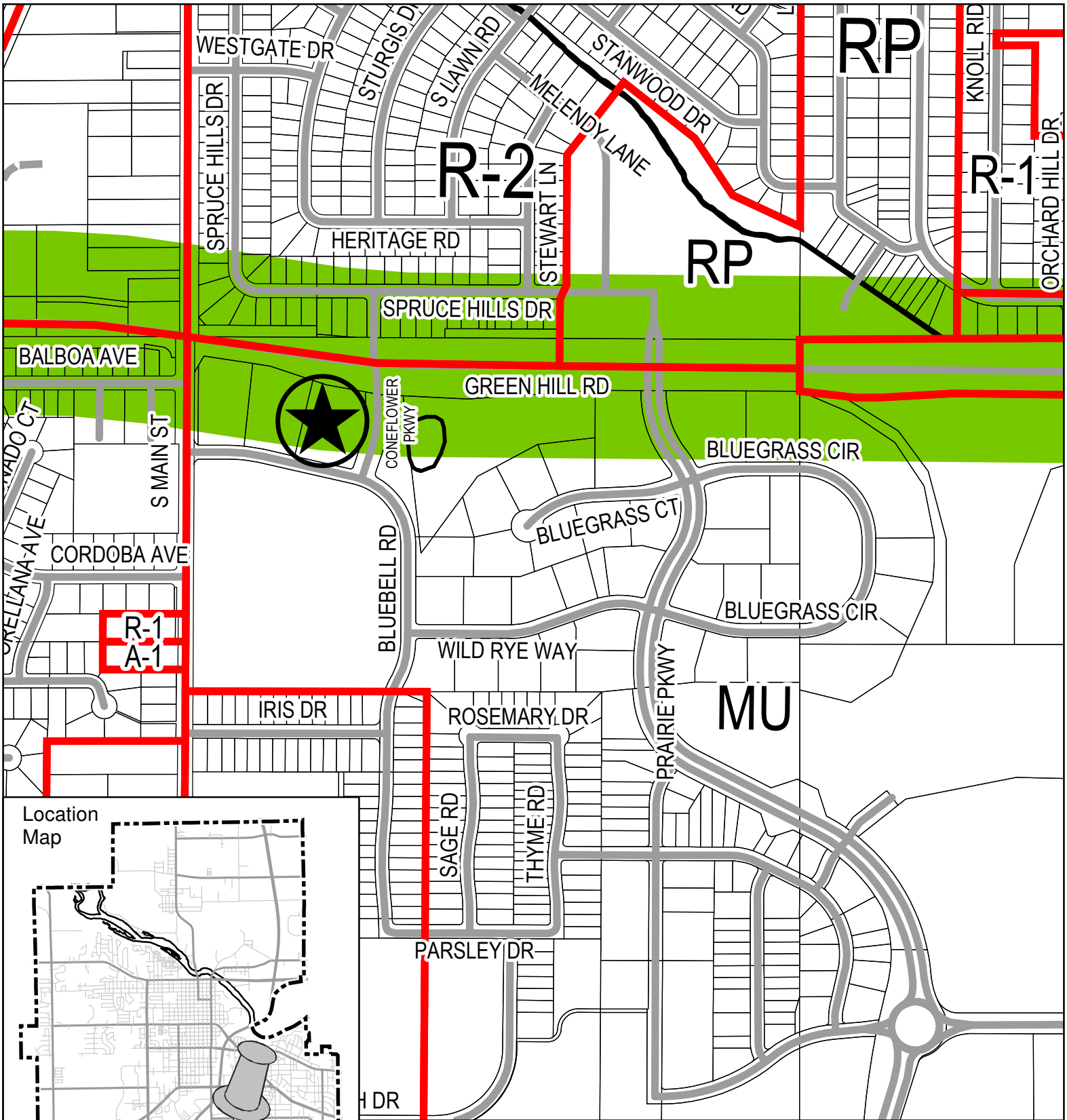
STAFF RECOMMENDATION

The Community Development Department recommends approval of the Kwik Star site plan and utility easement vacation/dedication subject to the following conditions:

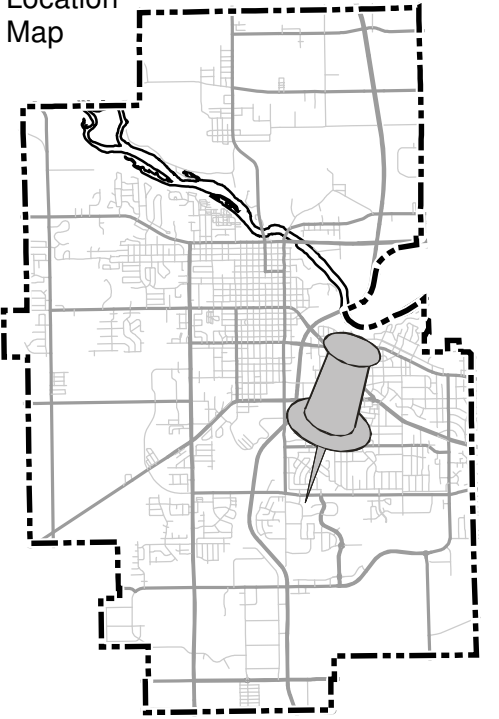
- 1) Conformance with the technical comments identified in the staff report.
- 2) No lighted signage or banding on the north side of the gasoline canopy. The rest of the gasoline canopy, install dimmable signs and banding.
- 3) Limited hours for the operation of the carwash from 7:00 am to 10:00 pm.
- 4) Any comments or specified by the City Council.

Attachments:

Location Map
Application Letter
Site Plan
Landscaping Plan
Architectural renderings
Lighting Specifications
Plat of Survey
Noise Map
Petition Map
Petition Letters



Location Map



MU District Site Plan Review -
New Kwik Star Convenience Store

Item F.5.a.



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

City of Cedar Falls
City Council
220 Clay Street
Cedar Falls, Iowa 50613

March 2, 2018

City Council Members,

Kwik Trip, Inc. (Kwik Star) submitted a Site Plan review and easement vacation for the proposed project at the north west corner of Bluebell Road and Coneflower Pkwy. The Site Plan review request was submitted in June of 2017. After it was approved by Planning and Zoning it was brought to the City Council. The meeting took place on February 19th, 2018. After a public hearing, discussion and vote, the project was denied. We believe a reconsideration of the vote is in order as the issues and concerns that came up at Council, as well as the conditions, had already been addressed and accepted at the Planning Commission.

Kwik Star proposed a 7000 s.f. convenience store with a 2800 s.f. attached two-bay carwash and a 40x120' fueling canopy. The zoning in which the site is located is a MU (Mixed Use) zoning district. A convenience store is a permitted use for this specific zoning district.

The initial Site Plan application and traffic study were submitted in June of 2017. Since that time, Kwik Star has been working with the City and Planning and Zoning to ensure we are presenting the best layout for both the City, the neighborhood, and Kwik Star. The overall site plan has been modified multiple times throughout this process. Compared to the initial site plan, the carwash has been detached from the building and rotated 180 degrees so that the exit side with the dryers are facing away from the residential neighbors that are located north of the site, additional grading has been proposed to allow the right turn lane construction and trail on Greenhill to be relocated, a noise study was completed to show noise levels for the car wash, significant enhancements to the building and canopy are proposed, and additional landscaping has been added to help with the overall appearance and buffering to benefit the residential neighbors nearby.

The civil engineers for Kwik Star have worked with the City to ensure the design of the stormwater system and pond meet all of the standards for the City. The stormwater engineering calls for a larger pond structure than what the existing ditch area drainage consists of. Kwik Star has agreed to be responsible for the construction and maintenance of the new pond area and related structures, including the portions that lay in the City's right-of-way.

Kwik Star also prepared a traffic study for this location with the direction of the City. Even though the outcome of the study indicated that street improvements would be needed in this location, if Kwik Star was constructed or not, the Developer and Kwik Star started working with the City on a proposed plan to improve the traffic issue. Kwik Star agreed to be responsible for grading the portion of the roadway project that is adjacent to the Kwik Star property and the developer would be completing the trail relocation and the right turn lane construction on Greenhill Road.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

When the Planning and Zoning staff recommended approval the Site Plan they included 5 conditions for Kwik Start. Those 5 staff recommendations were:

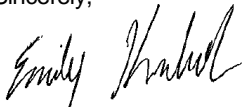
1. Submit a storm water maintenance and repair agreement prior to City Council approval.
2. Signage only on the west and east side of the canopy, with no lighted stripe on the northerly face of the canopy (stripe language was discussed and added in the meeting).
3. Install 8'-10' tall conifers along the north side of the pavement.
4. Conformance with the technical comments identified in the staff report.
5. Any additional comments or direction specified by the Planning and Zoning Commission.
 1. The Commission discussed and added the condition to limit the car wash hours to between 6:00 am to 10:00 pm.

Kwik Star acknowledged and accepts all of these conditions. Kwik Star has been working very closely with City staff to create a Stormwater Maintenance Agreement that would include the Plat of Survey that shows an easement that covers the entire detention basin. In the City Council meeting the Members also wanted to see the opening carwash hours of operation to be changed from 6:00 am to 7:00 am, Kwik Star also accepts that change. We are also willing to accept a condition requiring the installation of dimmable lighting on the canopy signage and striping, in addition to removing any signage and striping on the northerly face of the canopy, to ensure that the lighting can be dimmed on the east, west and south faces if concerns are raised in the future.

The neighbors also brought up that there are many of older residents in the surrounding community. Kwik Star's stores are all handicap accessible and are designed with a no step access. The fuel pumps also have a call button and number to call for assistance while pumping if either elderly or handicapped individuals might need assistance (or if anyone called for assistance)

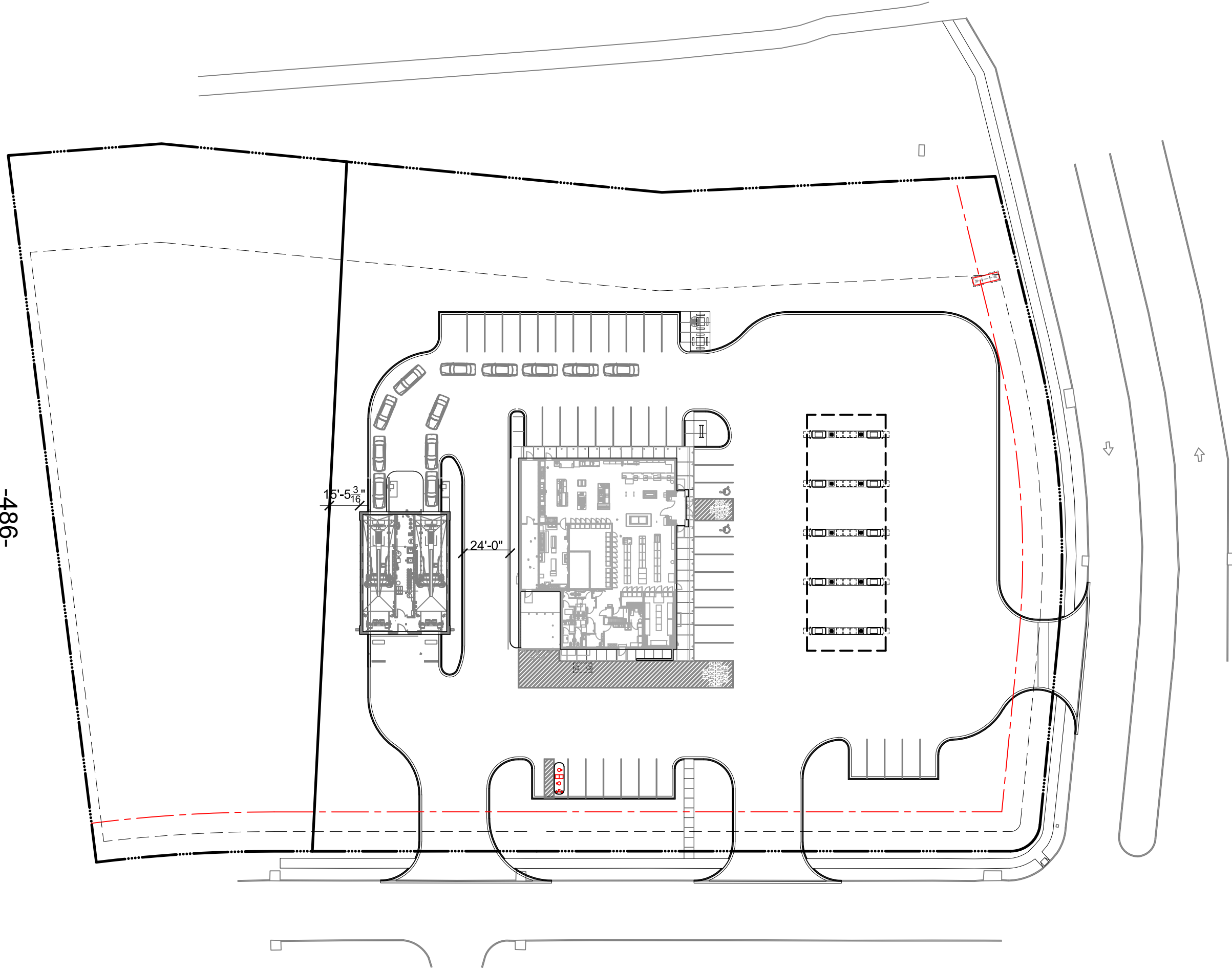
After reviewing the issues related to the Site Plan approval, Kwik Star believes the City Council should reconsider the vote to deny the Site Plan. The correct zoning is currently in place and allows for a convenience store use at this location. Kwik Star has been working with the City, Planning and Zoning staff, as well as the Engineering staff and listening to the neighbors' concerns. The site plan has been modified multiple times to accommodate the concerns and requests of City staff and adjacent neighbors and Kwik Star accepted and had no concerns with the 5 conditions listed and approved the Planning Commission.

Sincerely,



Emily Kronebusch
Kwik Trip, Inc. - Store Engineering
Development/Project Manager
608-791-7443
ekronebusch@kwiktrip.com

-486-



**Kwik
TRIP**

Item F-5-a-

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



SITE PLAN

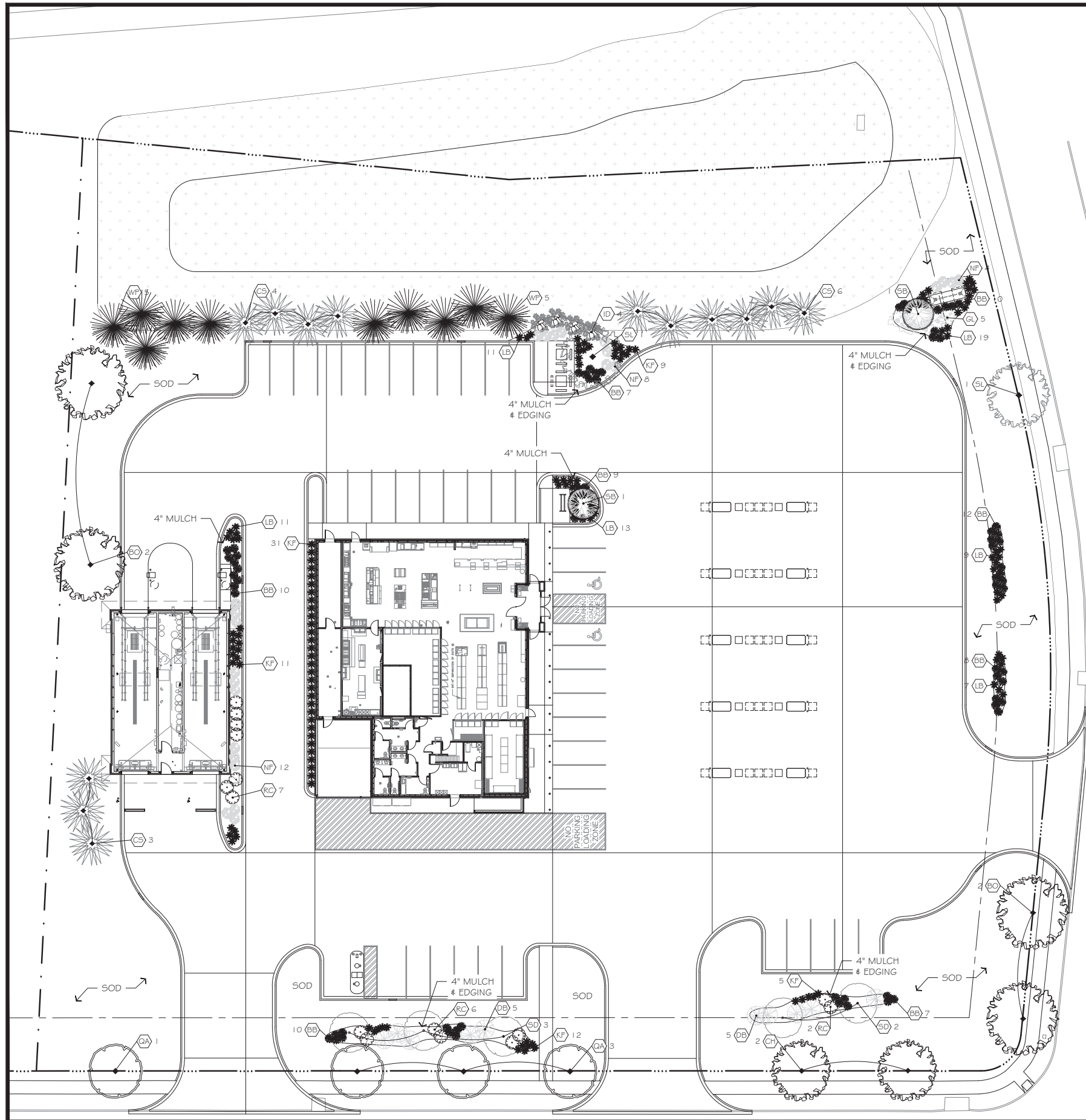
**CONVENIENCE STORE #934
WITH DETACHED CW**

CEDAR FALLS, IA

#	DATE	DESCRIPTION

DRAWN BY: EJK
 SCALE: 1" = 50'-0"
 PROJ. NO.: 0001
 DATE: 2017-12-15
 SHEET: SP1





PLANT MATERIAL					HEIGHT	X
	QUANTITY	SIZE	ROOT TYPE	COMMON NAME BOTANICAL NAME		WIDTH
OVERSTORY TREES						
BO	4	2.5" CAL.	B4B	BUR OAK <i>Quercus macrocarpa</i>	60'	60'
CH	2	2.5" CAL.	B4B	COMMON HACKBERRY <i>Celtis occidentalis</i>	60'	50'
SL	2	2.5" CAL.	B4B	SKYLINE HONEYLOCUST <i>Gleditsia incanthos var. inermis 'Skycole'</i>	50'	30'
QA	4	10' HT	B4B	QUAKING ASPEN <i>Populus tremuloides</i>	50'	25'
UNDERSTORY TREES						
SD	5	2" CAL.	B4B	SNOWDRIFT CRAB <i>Malus 'Snowdrift'</i>	20'	20'
SB	2	2" CAL.	B4B	AUTUMN BRILLIANCE SERVICEBERRY <i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	20'	15'
EVERGREEN TREES						
WP	10	8' HT	B4B	WHITE PINE <i>Pinus strobus</i>	65'	35'
CS	13	8' HT	B4B	COLORADO SPRUCE <i>Picea pungens</i>	40'	30'
SHRUBS						
DB	10	#5 CONT	pot	DWARF BURNING BUSH <i>Euonymus alatus 'Compactus'</i>	7'	7'
ID	4	#5 CONT	pot	ISANTI DOGWOOD <i>Cornus sericea 'Isanti'</i>	5'	7'
RC	13	#5 CONT	pot	BRILLIANTISSIMA RED CHOKEBERRY <i>Aronia arbutifolia 'Brilliantissima'</i>	5'	5'
NF	24	#3 CONT	pot	NEON FLASH SPIREA <i>Spiraea japonica 'Neon Flash'</i>	3'	4'
GL	5	#3 CONT	pot	GRO-LOW FRAGRANT SUMAC <i>Rhus aromatica 'Gro-Low'</i>	2'	7'
GRASSES						
BB	73	#2 CONT	pot	BIG BLUESTEM <i>Andropogon gerardii</i>	5'	6'
LB	70	#2 CONT	pot	LITTLE BLUE STEM <i>Schizachyrium scapanum</i>	4'	3'
KF	68	#2 CONT	pot	KARL FORESTER FEATHER REED GRASS <i>Calamagrostis x acutiflora 'Karl Forester'</i>	4'	30'
SEED SPEC: NATIVE SPECIES SEED MIXES ARE FROM PRAIRIE NURSERY (WWW.PRAIRIENURSERY.COM, 1-800-GRO-WILD). CONTACT PRAIRIE NURSERY FOR SPECIFIC PLANTING INSTRUCTIONS. FALL SEEDING IS PREFERABLE (AUG. 20 TO OCT. 20). SPRING SEEDING SHOULD BE BETWEEN MARCH 15- MAY 15. NO SUMMER SEEDING.						
+	+	+	+	1,523 SY	IADOT, WETLAND GRASS SEED MIXTURE (OR APPROVED EQUAL), PROVIDE EROSION CONTROL BLANKET ON SIDE SLOPES.	
+	+	+	+	1,989 SY	IADOT, NATIVE GRASS AND WILDFLOWER SEED MIXTURE (OR APPROVED EQUAL), PROVIDE EROSION CONTROL BLANKET ON SIDE SLOPES.	
EDGING - 540 LF MULCH - 36 CY SOD - 3,363 SY						



PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE 1/4" SCALE. 1"=40'.

Kwik TRIP

Kwik STAR

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES

SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, STE 131
Plymouth Minnesota 55447
763.383.8400
763.383.8445

LANDSCAPE PLAN

CONVENIENCE STORE 934

CEDAR FALLS, IOWA

NO.	DATE	DESCRIPTION
-	12MAY17	SIDEWALK
-	05JUN17	PARKING
-	15JUN17	COMMENTS AND ADJUSTMENTS
-	24JUL17	DITCH/POND
-	13NOV17	COMMENTS
-	22DEC17	SITE, CARWASH

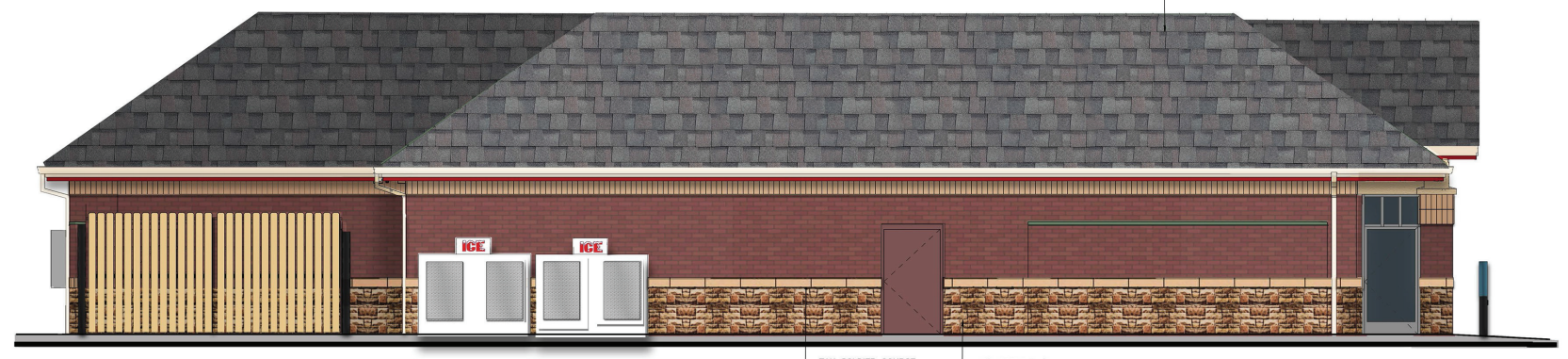
DRAWN BY:	GRAPHIC
SCALE:	1/4" = 40'
PROJ. NO.:	17934
DATE:	20APRIL2017
SHEET:	L1



KWIK TRIP, Inc.
P.O. BOX 2107
1628 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



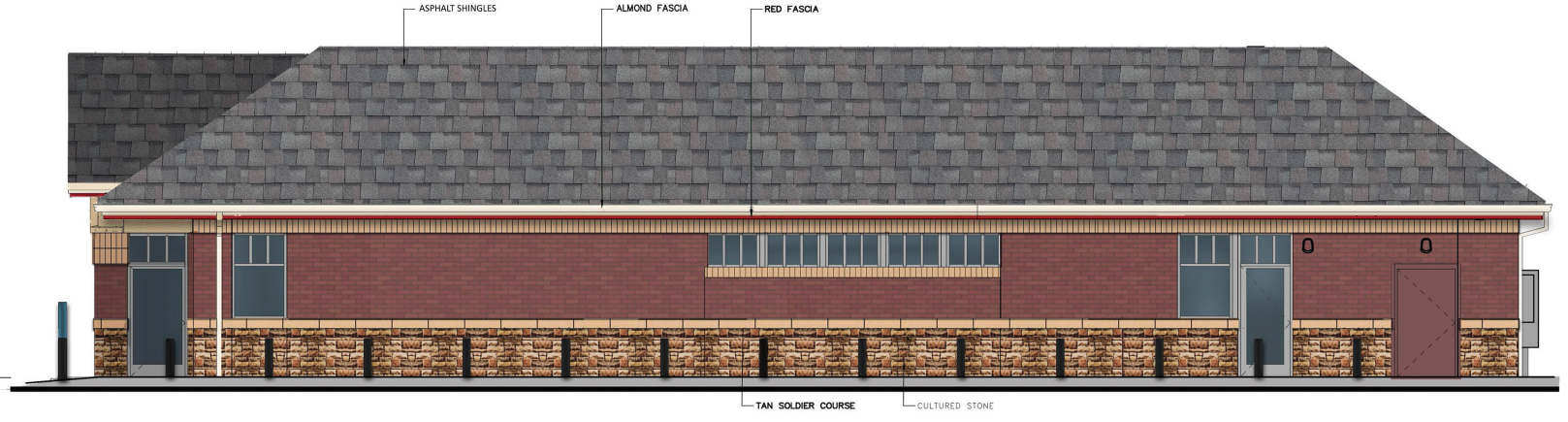
1 FRONT ELEVATION
1/4" = 1'-0"



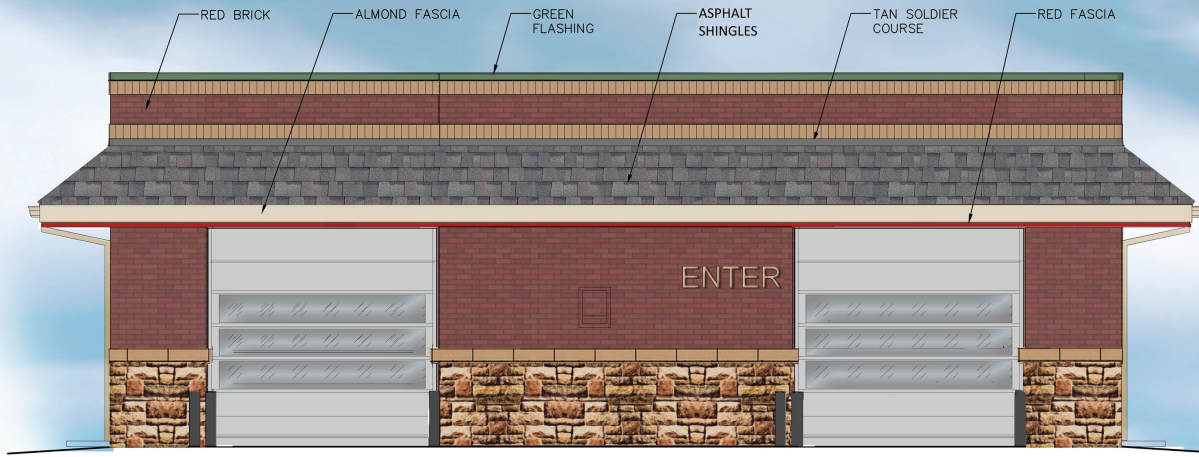
2 LEFT ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"



4 RIGHT ELEVATION
3/16" = 1'-0"



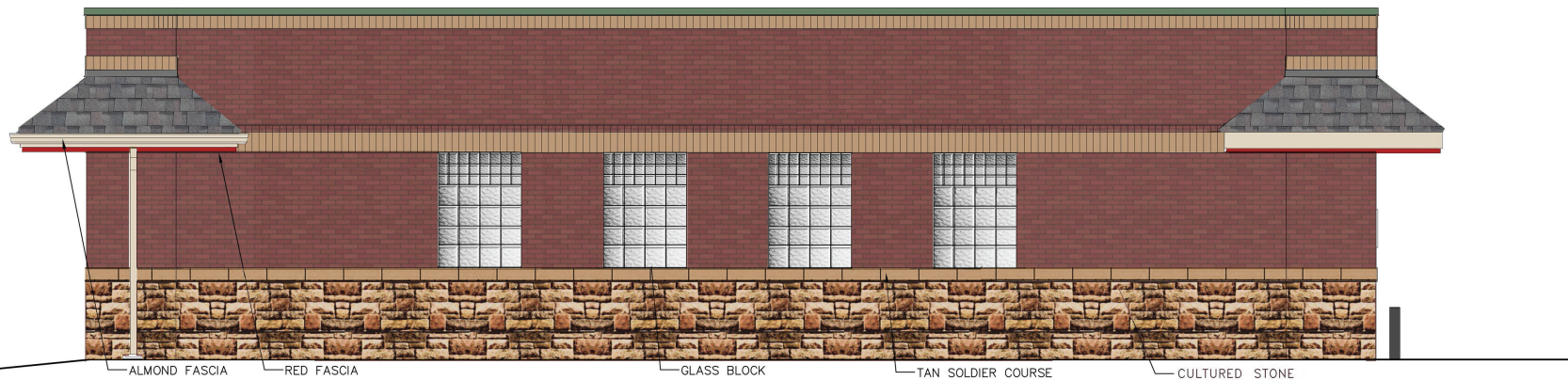
1 FRONT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"



3 REAR ELEVATION
1/4" = 1'-0"



4 RIGHT ELEVATION
1/4" = 1'-0"

VANTAGE
ARCHITECTS INC

750 N. Third Street
La Crosse, WI 54601
Ph (608) 784-2729 Fax (608) 784-2826



KWIK TRIP, Inc.
P.O. BOX 2107
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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



FRONT ELEVATION
3/16" = 1'-0"



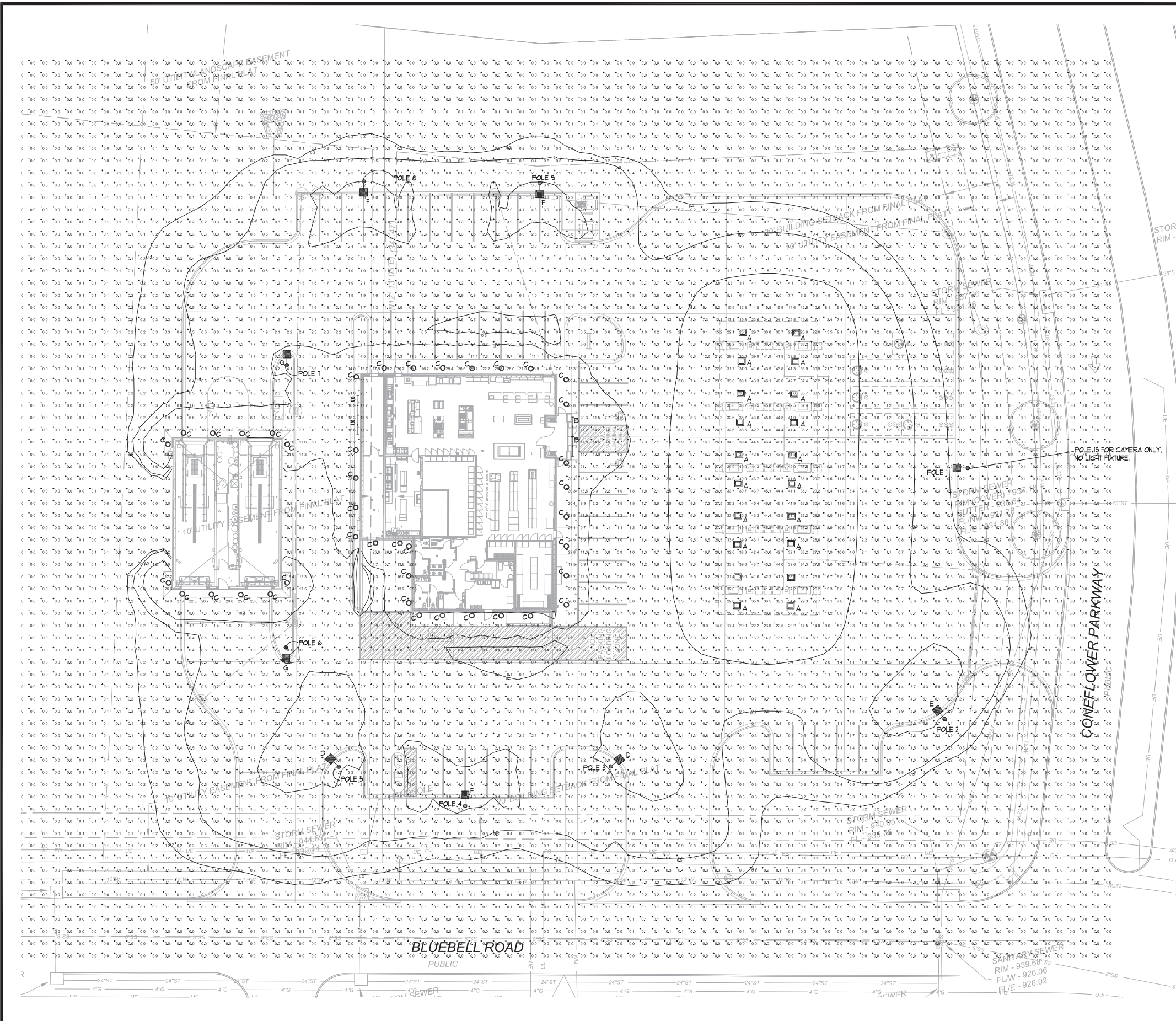
SIDE ELEVATION
3/16" = 1'-0"



Hip Canopy
w/ Brick

10 MPD





FIXTURE QUANTITIES

- A - 20
- B - 4
- C - 41
- D - 2
- E - 1
- F - 3
- G - 2

PROVIDE (9) 15' POLES.

CALCULATION STATISTICS

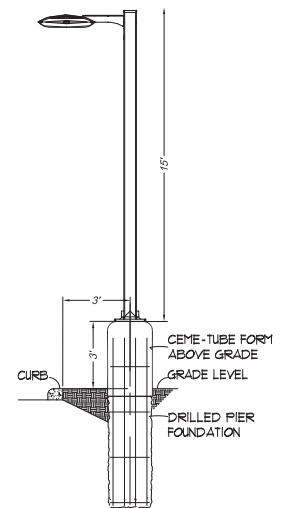
AVERAGE: 28fc
 MAXIMUM: 41fc
 MINIMUM: 0.0fc

FIXTURE SYMBOLS:

- A LED UNDER FUEL CANOPY
- B LED STRIP LIGHT MOUNTED IN GABLE
- C RECESSED LED DOWNLIGHT
- POLE MOUNTED LED FIXTURE
- D, E, F, G

FIXTURE TYPES:

- A - CREE LIGHTING: CAN-304-SL-RS-06-E-UL-100 MOUNTED UNDER GAS CANOPY
- B - LED STRIP LIGHT LITHONIA - ZLI-L26-LB840 STRIP LIGHTS MOUNTED IN GABLE
- C - RECESSED LED DOWNLIGHT GOTHAM EVO 4129-8AR-120-TRU
- D - CREE LIGHTING: MOUNT: OSO-DA-UH LUMINAIRE: OSO-A-NM-3ME-B-5TK-UL-COLOR AS SELECTED
- E - CREE LIGHTING: MOUNT: OSO-DA-UH LUMINAIRE: OSO-A-NM-3ME-BL9F-B-5TK-UL-COLOR AS SELECTED
- F - CREE LIGHTING: MOUNT: OSO-DA-UH LUMINAIRE: OSO-A-NM-4ME-BL9F-B-5TK-UL-COLOR AS SELECTED
- G - CREE LIGHTING: MOUNT: OSO-DA-UH LUMINAIRE: OSO-A-NM-5ME-B-5TK-UL-COLOR AS SELECTED



LOT LIGHT ELEVATION DETAIL

NOT TO SCALE
POLE #1 IS FOR CAMERA ONLY, NO LIGHT FIXTURE.

PHOTOMETRIC SITE PLAN

SCALE: 1" = 20'-0"

C1046
CZARNECKI ENGINEERING INCORPORATED
 101 MARLIN COURT, SUITE B - WAKESHA, WI 53086
 VOICE: (262) 915-2020 FAX: (262) 915-2023
 WEB PAGE: www.cze.com



KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LACROSSE, WI 54602-2107
 PH. (608) 781-8988
 FAX (608) 781-8960

INSITES
 SITE PLANNING LANDSCAPE ARCHITECTURE
 303 O. HARBORVIEW DRIVE N.E.
 PLYMOUTH, MINNESOTA 55447
 763.383.8400
 763.383.1844



PHOTOMETRIC SITE PLAN
 CONVENIENCE STORE 934
 CEDAR FALLS, IOWA

NO.	DATE	DESCRIPTION
1	12/04/17	20'x40' SIDEWALK PARKING
2	12/04/17	COMMENTS AND ADJUSTMENTS
3	2/23/17	DITCH/FOND
4	2/23/17	COMMENTS
5	2/23/17	SITE CARWASH

DRAWN BY: CZE
 SCALE: GRAPHIC
 PROJ. NO.: 17934
 DATE: 20APRIL2017
 SHEET: E1

Item F.5.a.

OSQ Series

OSQ™ LED Area/Flood Luminaire – Medium

Product Description

The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weathertight LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low-profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. The 'B' Input power designator is a suitable upgrade for HID applications up to 250 Watt, and the 'K' Input power designator is a suitable upgrade for HID applications up to 400 Watt.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

NanoOptic® Precision Delivery Grid™ optic

Assembled in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 17,291

Efficacy: Up to 136 LPW

CRI: Minimum 70 CRI (4000K & 5700K; 3000K asymmetric optics); 80 CRI (3000K symmetric optics)

CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

* See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	
Backlight Shield OSQ-BLSMF – Front facing optics OSQ-BLSMR – Rotated optics	Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

Ordering Information

Fully assembled luminaire is composed of two components that must be ordered separately:

Example: **Mount:** OSQ-AASV + **Luminaire:** OSQ-A-NM-2ME-B-40K-UL-SV

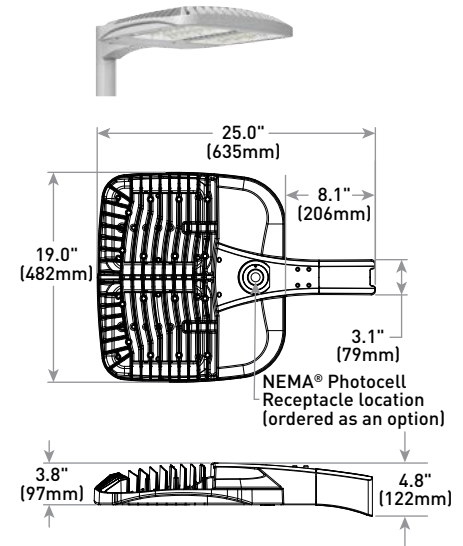
Mount (Luminaire must be ordered separately)*			
OSQ-			
OSQ-AA Adjustable Arm OSQ-DA Direct Arm	Color Options:	SV Silver BK Black	BZ Bronze WH White

* Reference EPA and pole configuration suitability data beginning on page 7

Luminaire (Mount must be ordered separately)									
OSQ	A	NM							
Product	Version	Mounting	Optic	Input Power Designator	CCT	Voltage	Color Options	Options	
OSQ	A	NM No Mount	Asymmetric 2ME* Type II Medium 4ME* Type IV Medium 3ME* Type III Medium Symmetric 5ME Type V Medium 25D Type V Short 40D Type V Sign 60D Wide Sign 15D 15° Flood	B 86W K 130W	30K 3000K 40K 4000K 57K 5700K	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed wattage of specified input power designator F Fuse - When code dictates fusing, use time delay fuse - Available for U.S. applications only ML Multi-Level - Refer to ML spec sheet for details - Available with UL voltage only - Intended for downlight applications at 0° tilt PML Programmable Multi-Level, up to 40° Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt	PML2 Programmable Multi-Level, 10-30° Mounting Height - Refer to PML spec sheet for details - Intended for downlight applications at 0° tilt Q9 Field Adjustable Output - Refer to Field Adjustable Output spec sheet for details R NEMA® Photocell Receptacle - Intended for downlight applications with maximum 45° tilt - 3-pin receptacle per ANSI C136.10 - Photocell and shorting cap by others RL Rotate Left - LED and optic are rotated to the left RR Rotate Right - LED and optic are rotated to the right

* Available with Backlight Shield when ordered with field-installed accessory (see table above)

DA Mount



Weight

26.5 lbs. (12kg)



Rev. Date: V12 10/09/2017



US: lighting.cree.com

T (800) 236-6800 F (262) 504-5415

-492-

Canada: www.cree.com/canada

T (800) 473-1234 F (800) 890-7507

OSQ™ LED Area/Flood Luminaire – Medium

Product Specifications

CONSTRUCTION & MATERIALS

- Slim, low profile design minimizes wind load requirements
- Luminaire housing is rugged die cast aluminum with an integral, weathertight LED driver compartment and high performance heat sink
- Convenient interlocking mounting method on direct arm mount. Mounting adaptor is rugged die cast aluminum and mounts to 3-6" (76-152mm) square or round pole, secured by two 5/16-18 UNC bolts spaced on 2" (51mm) centers
- Mounting for the adjustable arm mount adaptor is rugged die cast aluminum and mounts to 2" (51mm) IP, 2.375" (60mm) O.D. tenon
- Adjustable arm mount can be adjusted 180° in 2.5° increments
- Designed for uplight and downlight applications
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, bronze, black, and white are available
- **Weight:** 26.5 lbs. (12kg)

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- **10V Source Current:** 0.15mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without R option
- Consult factory for CE Certified products
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC and DLC Premium qualified versions available. Some exceptions apply. Please refer to <https://www.designlights.org/search/> for most current information
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please refer to <http://darksky.org/fsa/fsa-products/> for most current information

Electrical Data*							
Input Power Designator	System Watts 120-480V	Total Current (A)					
		120V	208V	240V	277V	347V	480V
B	86	0.73	0.43	0.37	0.32	0.25	0.19
K	130	1.09	0.65	0.56	0.49	0.38	0.28

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-480V +/-10%

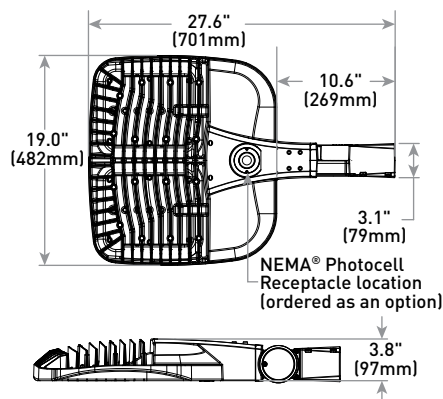
Recommended OSQ Series Lumen Maintenance Factors (LMF) ¹						
Ambient	Optic	Initial LMF	25K hr Projected ² LMF	50K hr Projected ² LMF	75K hr Projected ² / Calculated ³ LMF	100K hr Calculated ³ LMF
5°C (41°F)	Asymmetric	1.04	1.00	0.95	0.91 ³	0.87
	Symmetric	1.05	1.04	1.04	1.04 ²	1.04
10°C (50°F)	Asymmetric	1.03	0.99	0.94	0.90 ³	0.86
	Symmetric	1.04	1.03	1.03	1.03 ²	1.03
15°C (59°F)	Asymmetric	1.02	0.98	0.93	0.89 ³	0.86
	Symmetric	1.02	1.02	1.02	1.02 ²	1.02
20°C (68°F)	Asymmetric	1.01	0.97	0.93	0.89 ³	0.85
	Symmetric	1.01	1.00	1.00	1.00 ²	1.00
25°C (77°F)	Asymmetric	1.00	0.96	0.92	0.88 ³	0.84
	Symmetric	1.00	0.99	0.99	0.99 ²	0.99

¹ Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ([DUT] i.e. the packaged LED chip)

³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ([DUT] i.e. the packaged LED chip)

AA Mount



Weight

26.5 lbs. (12kg)

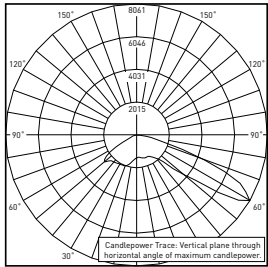
Item F.5.a.

OSQ™ LED Area/Flood Luminaire – Medium

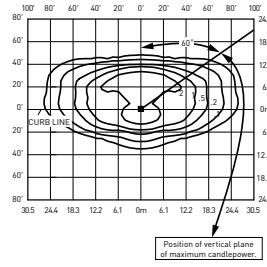
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

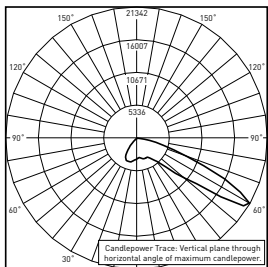
2ME



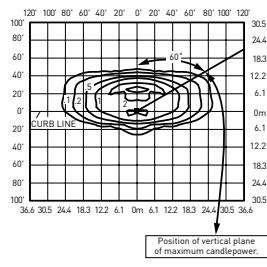
RESTL Test Report #: PL08877-001
OSQ-A-2ME-B-30K-UL**
Initial Delivered Lumens: 10,381



OSQ-A-2ME-B-40K-UL**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 11,424
Initial FC at grade



CESTL Test Report #: PL07700-001A
OSQ-A-2ME-U-57K-UL w/OSQ-BLSLF**
Initial Delivered Lumens: 22,822



OSQ-A-2ME-U-57K-UL w/OSQ-BLSLF**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 8,779
Initial FC at grade

Type II Medium Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
B	10,738	B2 U0 G2	11,424	B2 U0 G2	11,648	B2 U0 G2
K	16,022	B3 U0 G3	16,959	B3 U0 G3	17,291	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

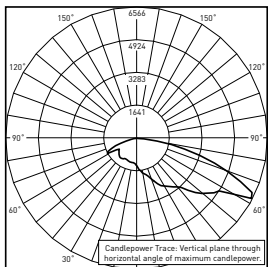
Type II Medium w/BLS Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11
B	8,251	B2 U0 G2	8,779	B2 U0 G2	8,950	B2 U0 G2
K	12,312	B2 U0 G2	13,032	B2 U0 G2	13,286	B2 U0 G2

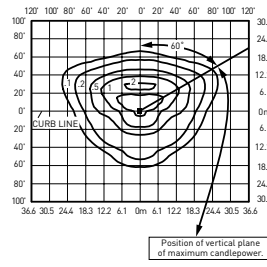
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

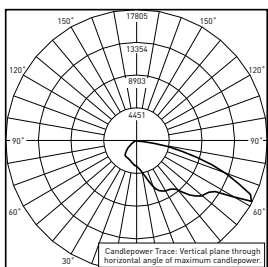
3ME



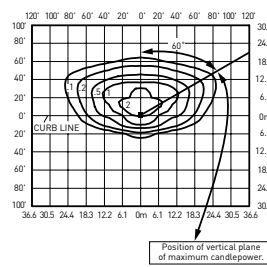
RESTL Test Report #: PL08876-001A
OSQ-A-3ME-B-30K-UL**
Initial Delivered Lumens: 10,421



OSQ-A-3ME-B-40K-UL**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 11,424
Initial FC at grade



CESTL Test Report #: PL07699-001A
OSQ-A-3ME-U-57K-UL w/OSQ-BLSLF**
Initial Delivered Lumens: 23,601



OSQ-A-3ME-U-57K-UL w/OSQ-BLSLF**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 9,019
Initial FC at grade

Type III Medium Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11
B	10,738	B3 U0 G3	11,424	B3 U0 G3	11,648	B3 U0 G3
K	16,022	B3 U0 G3	16,959	B3 U0 G3	17,291	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type III Medium w/BLS Distribution

Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
B	8,477	B1 U0 G2	9,019	B1 U0 G2	9,196	B1 U0 G2
K	12,649	B2 U0 G2	13,389	B2 U0 G2	13,650	B2 U0 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

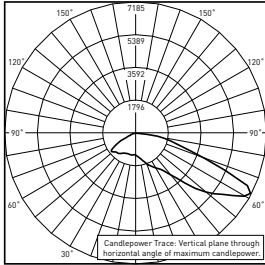
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

OSQ™ LED Area/Flood Luminaire – Medium

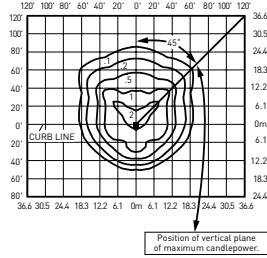
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

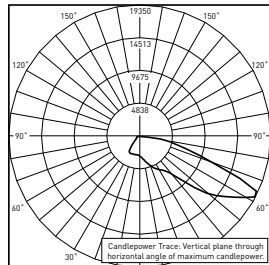
4ME



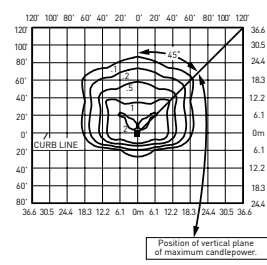
RESTL Test Report #: PL08878-001A
OSQ-A-**-4ME-B-30K-UL
Initial Delivered Lumens: 10,230



OSQ-A-**-4ME-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 11,424
Initial FC at grade



CESTL Test Report #: PL07692-001A
OSQ-A-**-4ME-U-57K-UL w/OSQ-BLSLF
Initial Delivered Lumens: 22,793



OSQ-A-**-4ME-B-40K-UL w/OSQ-BLSMF
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 8,779
Initial FC at grade

Type IV Medium Distribution						
Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
B	10,738	B2 U0 G2	11,424	B2 U0 G2	11,648	B2 U0 G2
K	16,022	B3 U0 G3	16,959	B3 U0 G3	17,291	B3 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

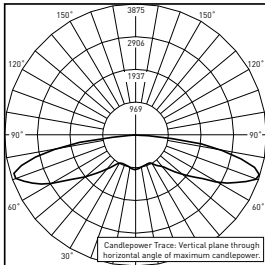
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type IV Medium w/BLS Distribution						
Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11
B	8,251	B1 U0 G2	8,779	B1 U0 G2	8,950	B1 U0 G2
K	12,312	B2 U0 G2	13,032	B2 U0 G2	13,286	B2 U0 G2

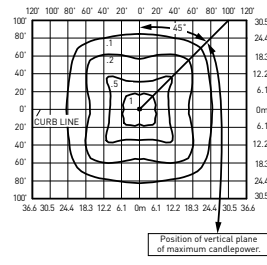
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

5ME



CESTL Test Report #: PL08101-001C
OSQ-A-**-5ME-B-30K-UL
Initial Delivered Lumens: 9,304



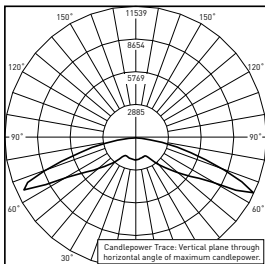
OSQ-A-**-5ME-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 10,867
Initial FC at grade

Type V Medium Distribution						
Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
B	9,387	B3 U0 G3	10,867	B4 U0 G4	11,056	B4 U0 G4
K	13,819	B4 U0 G4	15,999	B4 U0 G5	16,277	B4 U0 G5

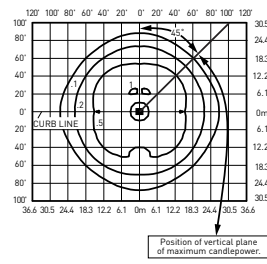
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

5SH



CESTL Test Report #: PL0754-001A
OSQ-A-**-5SH-U-40K-UL
Initial Delivered Lumens: 25,679



OSQ-A-**-5SH-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 11,478
Initial FC at grade

Type V Short Distribution						
Input Power Designator	3000K		4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11	Initial Delivered Lumens*	BUG Ratings** Per TM 15 11
B	9,914	B4 U0 G2	11,478	B4 U0 G2	11,678	B4 U0 G2
K	14,595	B4 U0 G3	16,897	B4 U0 G3	17,191	B4 U0 G3

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

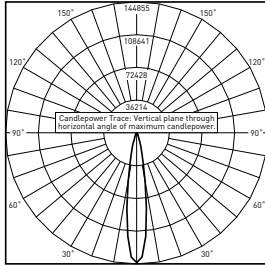
Item F.5.a.

OSQ™ LED Area/Flood Luminaire – Medium

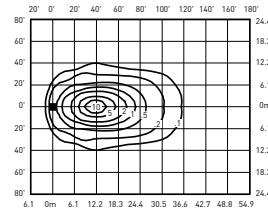
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

15D



CESTL Test Report #: PL07689-001A
OSQ-A**-15D-U-30K-UL
Initial Delivered Lumens: 23,254



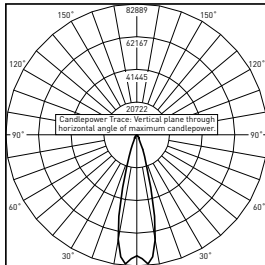
OSQ-A**-15D-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 11,478
Initial FC at grade

15° Flood Distribution

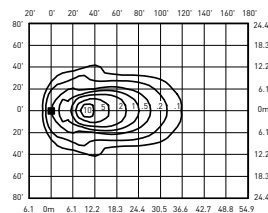
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
B	9,914	11,478	11,678
K	14,595	16,897	17,191

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

25D



CESTL Test Report #: PL07687-001A
OSQ-A**-25D-U-30K-UL
Initial Delivered Lumens: 23,265



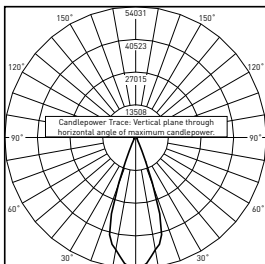
OSQ-A**-25D-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 11,478
Initial FC at grade

25° Flood Distribution

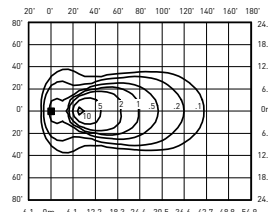
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
B	9,914	11,478	11,678
K	14,595	16,897	17,191

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

40D



CESTL Test Report #: PL07697-001A
OSQ-A**-40D-U-30K-UL
Initial Delivered Lumens: 22,943



OSQ-A**-40D-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 11,478
Initial FC at grade

40° Flood Distribution

Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
B	9,914	11,478	11,678
K	14,595	16,897	17,191

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

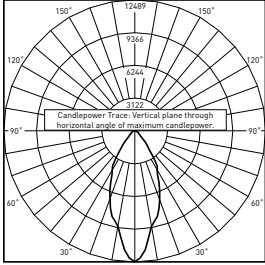


OSQ™ LED Area/Flood Luminaire – Medium

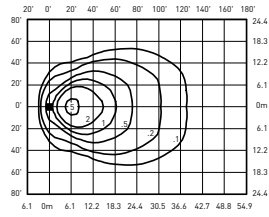
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

60D



CESTL Test Report #: PL08100-001B
OSQ-A-**-60D-B-30K-UL
Initial Delivered Lumens: 10,079



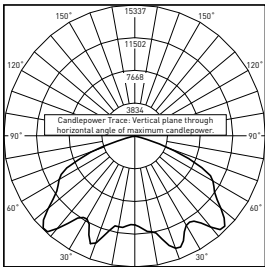
OSQ-A-**-60D-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 11,478
Initial FC at grade

60° Flood Distribution

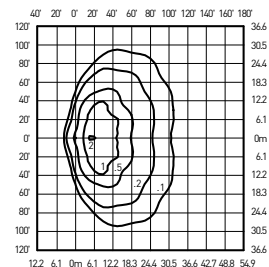
Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*		
B	9,914	11,478	11,678
K	14,595	16,897	17,191

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

WSN



CESTL Test Report #: PL07695-001A
OSQ-A-**-WSN-U-30K-UL
Initial Delivered Lumens: 23,116



OSQ-A-**-WSN-B-40K-UL
Mounting Height: 25' (7.6m) A.F.G., 60° Tilt
Initial Delivered Lumens: 11,478
Initial FC at grade

Wide Sign Distribution







Input Power Designator	3000K	4000K	5700K
	Initial Delivered Lumens*		
B	9,914	11,478	11,678
K	14,595	16,897	17,191








* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

Item F.5.a.

OSQ™ LED Area/Flood Luminaire – Medium

Luminaire EPA

Fixed Arm Mount – OSQ-DA Weight: 26.5 lbs. (12kg)							
Single	2 @ 180°	2 @ 90°	3 @ 90°	3 @ 120°	3 @ 120°	4 @ 90°	
							
0.74	1.48	1.19	1.93	1.63	1.63	2.38	

Adjustable Arm Mount – OSQ-AA Weight: 26.5 lbs. (12kg)							
Single	2 @ 180°	2 @ 90°	3 @ 90°	3 @ 120°	3 @ 180°	4 @ 180°	4 @ 90°
Tenon Configuration [0° -80° Tilt]; If used with Cree tenons, please add tenon EPA with Luminaire EPA							
							
PB-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*; PD-2A4(90); PT-2(90)	PB-3A*; PD-3A4(90); PT-3(90)	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375; PD-4A4(90); PT-4(90)
0° Tilt							
0.74	1.48	1.19	1.93	1.63	3.33	4.66	2.38
10° Tilt							
0.75	1.48	1.49	2.23	2.15	4.22	5.84	2.98
20° Tilt							
1.12	1.48	1.86	2.60	2.85	5.31	7.32	3.72
30° Tilt							
1.46	1.48	2.20	2.94	3.56	6.34	8.68	4.40
45° Tilt							
1.96	1.96	2.69	3.43	4.54	7.83	10.68	5.38
60° Tilt							
2.33	2.33	3.07	3.81	5.11	8.94	12.16	6.14
70° Tilt							
2.49	2.49	3.23	3.97	5.11	9.43	12.80	6.46
80° Tilt							
2.58	2.58	3.32	4.06	5.11	9.71	13.16	6.64
Tenon Configuration [90° Tilt]; If used with Cree tenons, please add tenon EPA with Luminaire EPA							
PB-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*	PB-3A*	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375
90° Tilt							
2.61	2.61	4.44	6.05	5.11	9.79	13.28	10.39

* Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"] for single, double or triple luminaire orientation or 4 [4"], 5 [5"], or 6 [6"] for quad luminaire orientation
 ** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"]



OSQ™ LED Area/Flood Luminaire – Medium

Tenon EPA

Part Number	EPA
PB-1A*	None
PB-2A*	0.82
PB-3A*	1.52
PB-4A*(180)	2.22
PB-4A*(90)	1.11
PB-2R2.375	0.92
PB-3R2.375	1.62
PB-4R2.375	2.32
PD Series Tenons	0.09
PT Series Tenons	0.10
PW-1A3**	0.47
PW-2A3**	0.94
WM-2	0.08
WM-4	0.25
WM-DM	None

* Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"] for single, double or triple luminaire orientation or 4 [4"], 5 [5"], or 6 [6"] for quad luminaire orientation
 ** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 [3"], 4 [4"], 5 [5"], or 6 [6"]

Tenons and Brackets* (must specify color)	
Square Internal Mount Vertical Tenons (Steel) - Mounts to 3-6" [76-152mm] square aluminum or steel poles PB-1A* – Single PB-4A*(90) – 90° Quad PB-2A* – 180° Twin PB-4A*(180) – 180° Quad PB-3A* – 180° Triple	Round External Mount Vertical Tenons (Steel) - Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons PB-2R2.375 – Twin PB-4R2.375 – Quad PB-3R2.375 – Triple
Square Internal Mount Horizontal Tenons (Aluminum) - Mounts to 4" (102mm) square aluminum or steel poles PD-2A4(90) – 90° Twin PD-3A4(90) – 90° Triple PD-2A4(180) – 180° Twin PD-4A4(90) – 90° Quad	Round External Mount Horizontal Tenons (Aluminum) - Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons - Mounts to square pole with PB-1A* tenon PT-1 – Single (Vertical) PT-3(90) – 90° Triple PT-2(90) – 90° Twin PT-4(90) – 90° Quad PT-2(180) – 180° Twin
Wall Mount Brackets - Mounts to wall or roof WM-2 – Horizontal for OSQ-AA mount WM-4 – L-Shape for OSQ-AA mount WM-DM – Plate for OSQ-DA mount	Mid-Pole Bracket - Mounts to square pole PW-1A3** – Single PW-2A3** – Double
	Ground Mount Post - For ground mounted flood luminaires PGM-1 - for OSQ-AA mount

* Refer to the [Bracket and Tenons spec sheet](#) for more details

Direct Mount Configurations

Compatibility with OSQ-DA Direct Mount Bracket					
Input Power Designator	2 @ 90°	2 @ 180°	3 @ 90°	3 @ 120°	4 @ 90°
3" Square					
B & K	N/A	✓	N/A	N/A	N/A
3" Round					
B & K	N/A	✓	N/A	N/A	N/A
4" Square					
B & K	✓	✓	✓	N/A	✓
4" Round					
B & K	✓	✓	✓	✓	✓
5" Square					
B & K	✓	✓	✓	N/A	✓
5" Round					
B & K	✓	✓	✓	✓	✓
6" Square					
B & K	✓	✓	✓	N/A	✓
6" Round					
B & K	✓	✓	✓	✓	✓

Item F.5.a.

304 Series™

LED Recessed Canopy Luminaire

Product Description

Luminaire housing is constructed from rugged die cast aluminum components (RS Mount) or die cast and extruded aluminum components (RD Mount). LED driver is mounted in a sealed weathertight center chamber that allows for access from below the fixture. Luminaire mounts directly to the canopy deck and is secured in place with die cast aluminum trim frame. Luminaire housing is provided with factory applied foam gasket that provides a watertight seal between luminaire housing and canopy deck. Suitable for use in single or double skin canopies with 16" (406 mm) wide panels. Designed for canopies of 19-22 gauge (maximum 0.040" [1 mm] thickness).

Applications: Petroleum stations, convenience stores, drive-thru banks and restaurants, retail and grocery

Performance Summary

Patented NanoOptic® Product Technology

Made in the U.S.A. of U.S. and imported parts

CRI: Minimum 70 CRI

CCT: 4000K (+/- 300K), 5700K (+/- 500K) standard

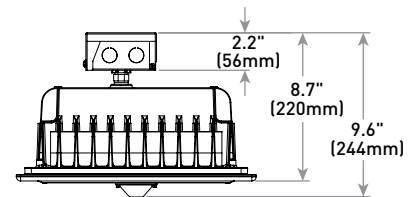
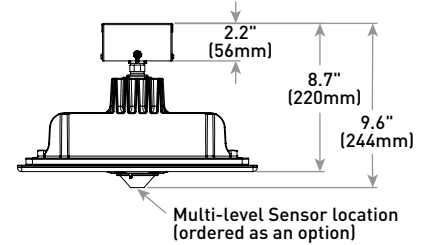
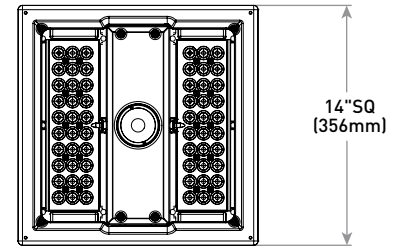
Limited Warranty†: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

† See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed
Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

RS Mount



Weight

22.0 lbs. (9.9kg)

Ordering Information

Example: CAN-304-5M-RS-04-E-UL-SV-350

Product	Optic	Mounting	LED Count (x10)	Series	Voltage	Color Options	Drive Current	Options
CAN-304	5M Type V Medium 5S Type V Short PS Petroleum Symmetric SL Sparkle Petroleum	RS Recessed Single Skin RD Recessed Double Skin	04 06	E	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	350 350mA 525 525mA 700 700mA	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed specified drive current F Fuse - When code dictates fusing use time delay fuse - Refer to ML spec sheet for availability with ML options ML Multi-Level - Refer to ML spec sheet for details PML Programmable Multi-Level - Refer to PML spec sheet for details 40K 4000K Color Temperature - Minimum 70 CRI - Color temperature per luminaire

* 60 LED luminaire requires marked spacing: 48" x 24" x 6" [1,219mm x 610mm x 152mm]; 48" [1,219mm] center-to-center of adjacent luminaires, 24" [610mm] luminaire center to side building member, 6" [152mm] top of luminaire to overhead building member



Rev. Date: V1 07/28/2016



US: lighting.cree.com/lighting

T (800) 236-6800 F (262) 504-5415

-500-

Canada: www.cree.com/canada

T (800) 473-1234 F (800) 890-7507

304 Series™ LED Recessed Canopy Luminaire

Product Specifications

CONSTRUCTION & MATERIALS

- RS Mount luminaire housing is constructed from rugged die cast aluminum and incorporates integral, high performance heatsink fins specifically designed for LED canopy applications
- RD Mount luminaire housing is constructed from rugged die cast aluminum and features high performance extruded aluminum heatsinks specifically designed for LED canopy applications
- LED driver is mounted in a sealed weathertight center chamber that allows for access from below the luminaire
- Field adjustable drive current between 350mA, 525mA and 700mA on Non-IC rated luminaires
- Luminaire housing provided with factory applied foam gasket and provides for a watertight seal between luminaire housing and canopy deck
- Mounts directly to the canopy deck and is secured in place with a die cast aluminum trim frame
- RS mount includes integral junction box which allows ease of installation without need to open luminaire
- Suitable for use in single (RS Mount) or double (RD Mount) skin canopies with 16" (406mm) wide panels
- Designed for canopies of 19-22 gauge (maximum 0.040" [1mm] thickness)
- See 228 Series™ canopy luminaires for canopies using 12" (305mm) deck sections
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available

ELECTRICAL SYSTEM

- **Input Voltage:** 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral weathertight electrical box with terminal strips (12Ga-20Ga) for easy power hookup
- Integral 10kV surge suppression protection standard
- To address inrush current, slow blow fuse or type C/D breaker should be used
- **10V Source Current:** 0.15mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Meets FCC Part 15 standards for conducted and radiated emissions
- Enclosure rated IP66 per IEC 60529
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- DLC qualified when ordered with PS or SL optics and 525 or 700mA drive current. Please refer to www.designlights.org/QPL for most current information
- RoHS Compliant. Consult factory for additional details
- Meets Buy American requirements within ARRA

Electrical Data*							
LED Count (x10)	System Watts 120-480V	Total Current					
		120V	208V	240V	277V	347V	480V
350mA							
04	46	0.39	0.24	0.22	0.21	0.15	0.12
06	69	0.57	0.34	0.30	0.27	0.21	0.16
525mA							
04	71	0.59	0.35	0.31	0.28	0.21	0.16
06	101	0.84	0.49	0.43	0.38	0.30	0.22
700mA							
04	94	0.79	0.46	0.40	0.36	0.28	0.21
06	135	1.14	0.65	0.57	0.50	0.40	0.29

* Electrical data at 25°C (77°F)

Recommended 304 Series™ Lumen Maintenance Factors (LMF) ¹					
Ambient	Initial LMF	25K hr Projected ² LMF	50K hr Projected ² LMF	75K hr Calculated ³ LMF	100K hr Calculated ³ LMF
5°C (41°F)	1.04	0.99	0.97	0.95	0.93
10°C (50°F)	1.03	0.98	0.96	0.94	0.92
15°C (59°F)	1.02	0.97	0.95	0.93	0.91
20°C (68°F)	1.01	0.96	0.94	0.92	0.90
25°C (77°F)	1.00	0.95	0.93	0.91	0.89

¹ Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip

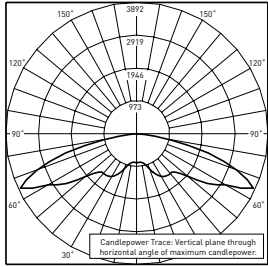
Item F.5.a.

304 Series™ LED Recessed Canopy Luminaire

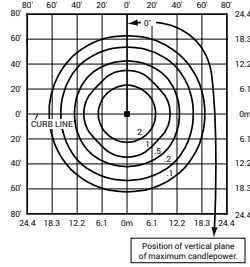
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/canopy-and-soffit/304-series-1#>

5M



ITL Test Report #: 77285
 PKG-304-5M-**-06-E-UL-700-40K
 Initial Delivered Lumens: 11,681

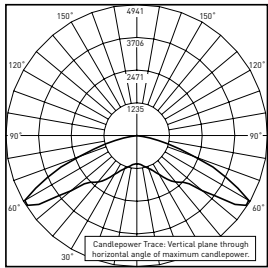


CAN-304-5M-**-06-E-UL-700-40K
 Mounting Height: 15' (4.6m)
 Initial Delivered Lumens: 11,613
 Initial FC at grade

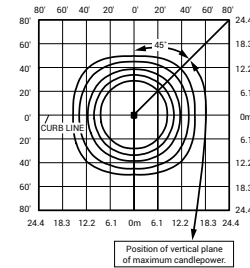
Type V Medium Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
350mA				
04	4,600	B3 U1 G1	4,777	B3 U1 G1
06	6,831	B3 U1 G1	7,094	B3 U1 G2
525mA				
04	6,441	B3 U1 G1	6,688	B3 U1 G1
06	9,563	B3 U1 G2	9,931	B3 U1 G2
700mA				
04	7,821	B3 U1 G2	8,122	B3 U1 G2
06	11,613	B4 U1 G2	12,059	B4 U1 G2

* Initial delivered lumens at 25°C (77°F)
 ** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf

55



ITL Test Report #: 77876
 PKG-304-5S-**-06-E-UL-700-40K
 Initial Delivered Lumens: 12,738



CAN-304-5S-**-06-E-UL-700-40K
 Mounting Height: 15' (4.6m)
 Initial Delivered Lumens: 12,903
 Initial FC at grade

Type V Short Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
350mA				
04	5,112	B2 U1 G1	5,308	B2 U1 G1
06	7,590	B3 U1 G1	7,882	B3 U1 G1
525mA				
04	7,156	B3 U1 G1	7,432	B3 U1 G1
06	10,626	B3 U1 G2	11,035	B3 U1 G2
700mA				
04	8,690	B3 U1 G1	9,024	B3 U1 G1
06	12,903	B3 U1 G2	13,399	B4 U1 G2

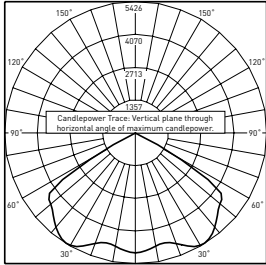
* Initial delivered lumens at 25°C (77°F)
 ** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf

304 Series™ LED Recessed Canopy Luminaire

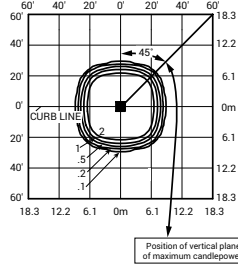
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/canopy-and-soffit/304-series-1#>

PS



ITL Test Report #: 76940
CAN-304-PS-**-06-E-UL-700-40K
Initial Delivered Lumens: 13,581

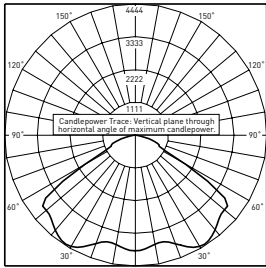


CAN-304-PS-**-06-E-UL-700-40K
Mounting Height: 15' (4.6m)
Initial Delivered Lumens: 13,190
Initial FC at grade

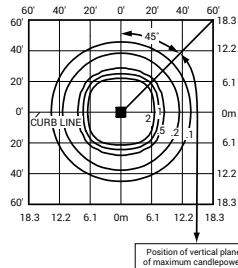
Petroleum Symmetric Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
350mA				
04	5,225	B2 U0 G0	5,426	B2 U0 G0
06	7,759	B3 U0 G0	8,057	B3 U0 G0
525mA				
04	7,315	B3 U0 G0	7,597	B3 U0 G0
06	10,862	B3 U0 G0	11,280	B3 U0 G0
700mA				
04	8,883	B3 U0 G0	9,225	B3 U0 G0
06	13,190	B3 U0 G0	13,697	B3 U0 G0

* Initial delivered lumens at 25°C (77°F)
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf

SL



ITL Test Report #: 77415
CAN-304-SL-**-06-E-UL-700-40K
Initial Delivered Lumens: 12,707



CAN-304-SL-**-06-E-UL-700-40K
Mounting Height: 15' (4.6m)
Initial Delivered Lumens: 12,760
Initial FC at grade

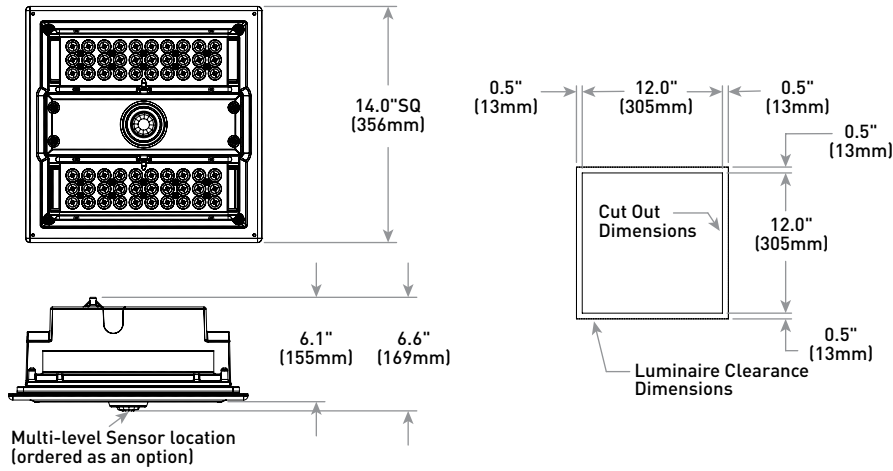
Sparkle Petroleum Distribution				
LED Count (x10)	4000K		5700K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
350mA				
04	5,055	B2 U0 G1	5,249	B2 U0 G1
06	7,506	B2 U0 G1	7,794	B3 U0 G1
525mA				
04	7,077	B2 U0 G1	7,349	B2 U0 G1
06	10,508	B3 U0 G1	10,912	B3 U0 G1
700mA				
04	8,593	B3 U0 G1	8,924	B3 U0 G1
06	12,760	B3 U0 G1	13,250	B3 U0 G1

* Initial delivered lumens at 25°C (77°F)
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf

Item F.5.a.

304 Series™ LED Recessed Canopy Luminaire

RD Mount



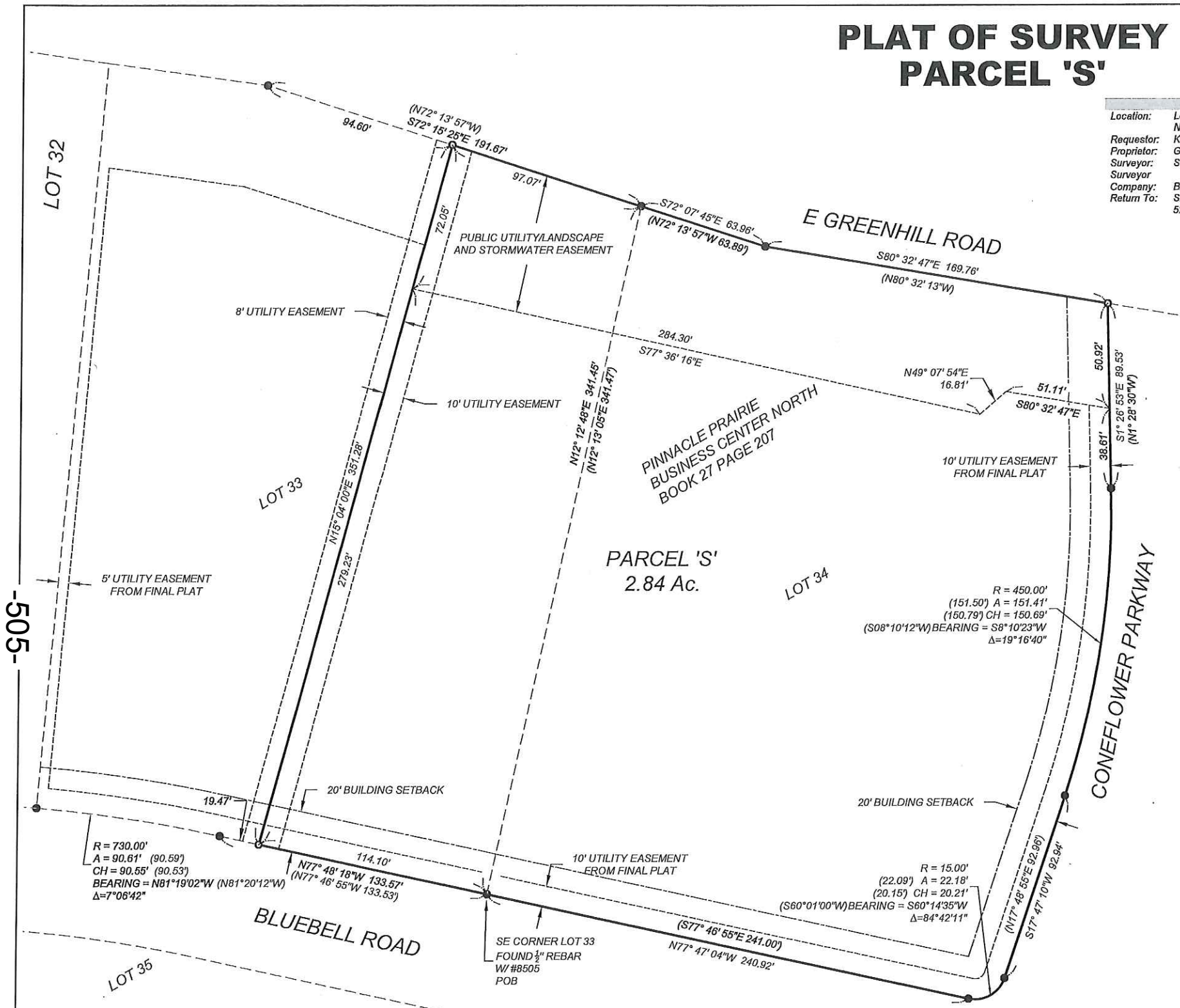
Weight

22.0 lbs. (9.9kg)

PLAT OF SURVEY PARCEL 'S'

Index Legend
 Location: Lots 33 and 34, Pinnacle Prairie Business Center North, Cedar Falls, Iowa
 Requestor: Kwik Trip Inc.
 Proprietor: Greenhill Estates, Inc.
 Surveyor: Stephen M. Brain
 Company: Brain Engineering, Inc.
 Return To: S. M. Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com | (319) 294-9424

Recorder's Stamp:



LEGAL DESCRIPTION

A part of Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, described as follows:

Beginning at the SE corner of said Lot 33;
 thence N77°48'18"W along the south line of said Lot 33, 114.10 feet;
 thence N15°04'00"E, 351.28 feet to the north line of said Lot 33;
 thence S72°15'25"E along said north line, 97.07 feet to the NW corner of said Lot 34;
 thence S72°07'45"E along the north line of Lot 34, 63.96 feet;
 thence S80°32'47"E along said north line, 169.76 feet to the NE corner of said Lot 34;
 thence S01°26'53"E along the east line of said Lot 34, 89.53 feet;
 thence S-ly along said east line on an arc of 151.41 feet of a 450.00 - foot radius curve to the right having a chord length of 150.69 feet, bearing S08°10'23"W;
 thence S17°47'10"W along said east line, 92.94 feet;
 thence SW-ly along said east line on an arc of 22.18 feet of a 15.00 - foot radius curve to the right having a chord length of 20.21 feet, bearing S60°14'35"W to the south line of Lot 34;
 thence N77°47'04"W along said south line, 240.92 feet to the Point of Beginning, containing 2.84 acres.

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/ # 8505 OR AS LABELED
- SET 1/2" REBAR W/YPC #9647
- POB POINT OF BEGINNING
- () RECORDED AS
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
 Signed: *Stephen M. Brain* Date: 2/14/18
 Stephen Michael Brain, L.S.
 My License Renewal Date is December 31, 2018
 License Number 9647
 Pages or sheets covered by this seal: PAGE 1

APPROVING AUTHORITY

Title: **PLAT OF SURVEY**
PARCEL 'S'



Drawn: CK	Book: 356	Page: 1	Project No: 507117-10
Date: 05/09/17	Scale: 1" = 60'	Of: 1	

DATE OF SURVEY: 01/20/17

Item F.5.a.



-506-

Kwik TRIP

Kwik STAR

Item F.5.a.

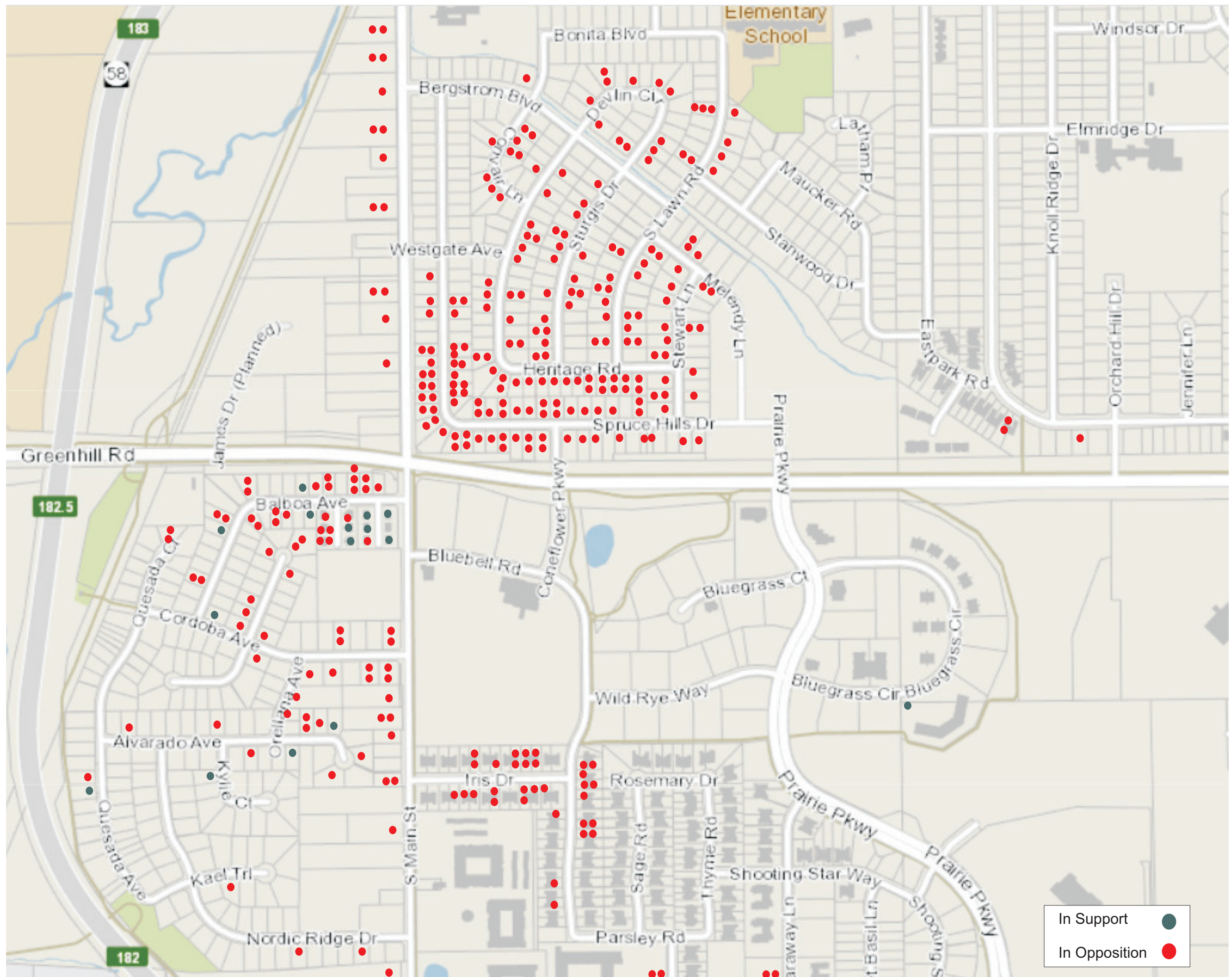
KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LA CROSSE, WI 54602-2107
 PH. (608) 781-8988
 FAX (608) 781-8960

CARWASH NOISE LEVELS

CEDAR FALLS, IA

#	DATE	DESCRIPTION

DRAWN BY _____ EJK
 SCALE 1" = 70'-0"
 PROJ. NO. 0001
 DATE 2017-12-28
 SHEET SP1



Item F.5.a.

RECEIVED

SEP 12 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

September 8, 2017

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

Attn: Mr. David Sturch

Please, please do NOT approve the Kwik Star store at the corner of Greenhil Road and Coneflower Parkway. Greenhill already is just like a racetrack. When you try to turn onto Greenhill from either Coneflower Parkway or Estate Drive, there are times you have to wait 5 or 6 minutes or even longer because of the traffic. Adding a station will only make it worse. There have been several accidents at the corner of South Main and Greenhill within the past month and those will also increase with a station added to the corner. There is a new Casey's being built about a mile to the west on Greenhill. How many stations do we need in this area?

We have been property owners in this area for almost 25 years. Do our concerns mean anything at all? This is a big concern for us and we are hoping you will not approve this.

Thank you,

Mike & Coleen Wagner

Mike and Coleen Wagner
217 Spruce Hills Dr.
Cedar Falls, IA 50613

Dear Members of the Planning and Zoning Commission;

Re: Proposed Kwik Trip / Kwik Star gas station at Greenhill Rd and Coneflower

I write this letter as a concerned neighbor of this site. I live at 301 Spruce Hills Dr. My backyard is directly across Greenhill from the proposed site.

First, why were only people whose backyard faced Greenhill informed of this meeting? Our neighbors across the street were dismayed by the lack of notice as they are equally impacted by the increased traffic, the increased noise contribution and the increased light pollution from this type of business located on Greenhill Rd between South Main and Coneflower that operates 24 hours each and every day.

In 2011, Casey's attempted to build a gas station at the corner of So. Main and Greenhill. Fortunately, that attempt was unsuccessful, related to traffic flow problems, safety concerns, poor fit with the established use of the area, and non-support by the neighbors.

I share those concerns with the Kwik Trip plan. Traffic on Greenhill Rd, designed as a minor arterial, has increased greatly over the last few years with growth in area housing, business developments in the industrial park and Viking Corridor, increased Western Home developments, and increased numbers of health care offices. The City of Cedar Falls plans to build a new City Hall in the area by the fire station. What was a traffic problem for the Casey's plan has increased even more by the time of this Kwik Trip plan.

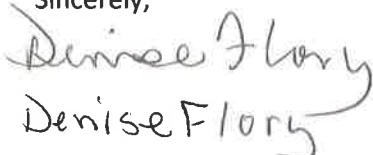
Please review the P&Z meetings (Feb 2011) related to Casey's and its impact on South Main traffic. While Kwik Trip integrated some of the recommendations of the committee at that time, the traffic patterns will be very similar regarding South Main and will impact El Dorado Heights as well as those using Estate Drive on the Coneflower side of the site. Greenhill lanes funnel from 4 to 3 lanes between Coneflower and South Main.

Light pollution, increased noise contribution and fuel odors are a concern. My backyard is directly across from the gas pumps location and where tanker trucks will deliver fuel. Kwik Trip is a 24 hour business, 7 days a week. The Greenhill "barrier" proposed from Kwik Trip is not adequate to protect my home from the light, the noise and the smells 24 hours a day, 7 days a week. This all will negatively impact my family's quality of life and the lives of my neighbors.

Drainage of surface water on this site and contaminated runoff into the pond is a concern. After a heavy rain, I have seen water standing on this ground.

Pinnacle Prairie was mixed use when we purchased our home 9 years ago. The use map changed in 2016 designating the corner of South Main and Greenhill as commercial. These lots are now appropriate for small offices or establishments serving the immediate residential community. Yes a gas station is included in the list. Development of that site for a gas station is just not appropriate against a residential area. There are already 4 gas station/ convenience stores within 0.5 to 2 miles of South Main and Greenhill. Surely there is a site available to build another gas station that is not in a neighborhood's back yard.

Sincerely,


Denise Flory

Item F.5.a.

12 September 2017

Planning and Zone Commissioners
Cedar Falls, IA 50613

MU DISTRICT SITE PLAN REVIEW – KWIK STAR CONVENIENCE STORE

As 37-year residents of Balboa Avenue in Cedar Falls, Janice and I are requesting that you address concerns regarding the proposed Kwik Star in the Pinnacle Prairie development. After reviewing the P & Z packet and the Shive-Hattery traffic study, it has become clear that the additional traffic will adversely impact residents of the South Main community. This impact will be especially significant on property owners of Balboa Avenue. We also have concerns with the potential visual impact of this facility on our neighborhood.

It is important to note that the proximity of Balboa Avenue to the Greenhill-Main intersection presents a special situation that is not accounted for in traffic studies. Contrary to federal and state guidelines, Balboa has been absorbed into the functional intersection of Greenhill-Main. It lies a mere 140 feet south of Greenhill and intersects with the northbound left-turn lane of South Main. The additional queueing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn onto northbound Main from Balboa.

Kwik Star's traffic study estimates that the northbound backup for a red light (in the through/right-turn lane) will range from 62 to 113 feet. With queues beyond 70 feet a driver does not have sufficient room to turn north onto Main from Balboa, meaning that this will frequently extend wait times. This access is further complicated by conflict points with southbound Main traffic and the northbound left-turn lane. Failure to mitigate traffic impacts from Kwik Star and future Pinnacle Prairie developments will create an untenable situation for our community. Please refer to the attached Figure 1 which illustrates the queue issue.

To mitigate the projected traffic impacts, we are asking that commissioners include four requirements in any approval for the Kwik Star plan:

1. Incorporate upgrades to the northbound lanes (turning and through lanes) at the Greenhill-Main intersection in the proposed 2019 capacity improvements. City staff have already made plans for intersection improvements in the southbound lanes at Greenhill-Main, but have not suggested changes to the northbound lanes. Kwik Star's projected bump in northbound traffic – a whopping 27% in peak morning hours - will negatively impact access from Balboa Avenue to South Main. This congestion will be further exacerbated by future development in the South Main corridor such as the proposed Public Safety facility. For these reasons, any capacity improvements should consider northbound traffic flow.
2. Eliminate the driveway access to South Main, between Bluebell and Greenhill, from the Pinnacle Prairie Master Plan. Please refer to Figure 2, attached. This access was added without appropriate consideration when the plan was updated in 2015. A driveway placed

in this corridor does not conform to federal and state standards for driveway-to-intersection separation. Any plans to allow direct access onto South Main for future development will increase northbound traffic congestion and worsen the Balboa access issue.

3. Enforce the proposed cost-sharing agreement for 2018 Greenhill Road improvements at South Main and Coneflower. Refer to # 13 "Traffic Impact Study" in the packet. In addition, carve out appropriate right of way on the Kwik Star property for potential future upgrades to the Greenhill-Coneflower intersection. Reduce the speed limit between Prairie Parkway and South Main to 35 mph if needed to enhance access to Kwik Star from Coneflower.
4. Add a curb cut to the Coneflower median, adjacent to the east driveway of the proposed site, to facilitate northbound exits onto Coneflower. As currently proposed, the site will only accommodate southbound exits which will divert excess traffic to Greenhill-Main. While the traffic study suggests exiting traffic will re-route to Prairie Parkway, this seems unlikely due to out-of-distance travel. We note that it is twice as far (0.5 miles) to navigate from Kwik Star to the Greenhill-Prairie Parkway as compared to Greenhill-Main. It is more intuitive for the driver exiting Kwik Star to travel via the Greenhill-Main intersection. This traffic movement will overburden this intersection as described above.

Regarding the visual impact, we urge commissioners to assure that staff recommendations are closely followed during the site development. While engineering and planning officials have been diligent in mandating architectural and landscaping features, this can only be effective if appropriately enforced. We have concerns with the accuracy of the artist's depictions provided by Kwik Star, several of which incorrectly show "Kwik Stop" signage. It seems appropriate to demand more detailed plans to confirm that what's "pretty on paper" represents what Kwik Star will build.

We appreciate your consideration of these issues to help assure that residents of the South Main community will continue to enjoy an excellent quality of life.

Sincerely,



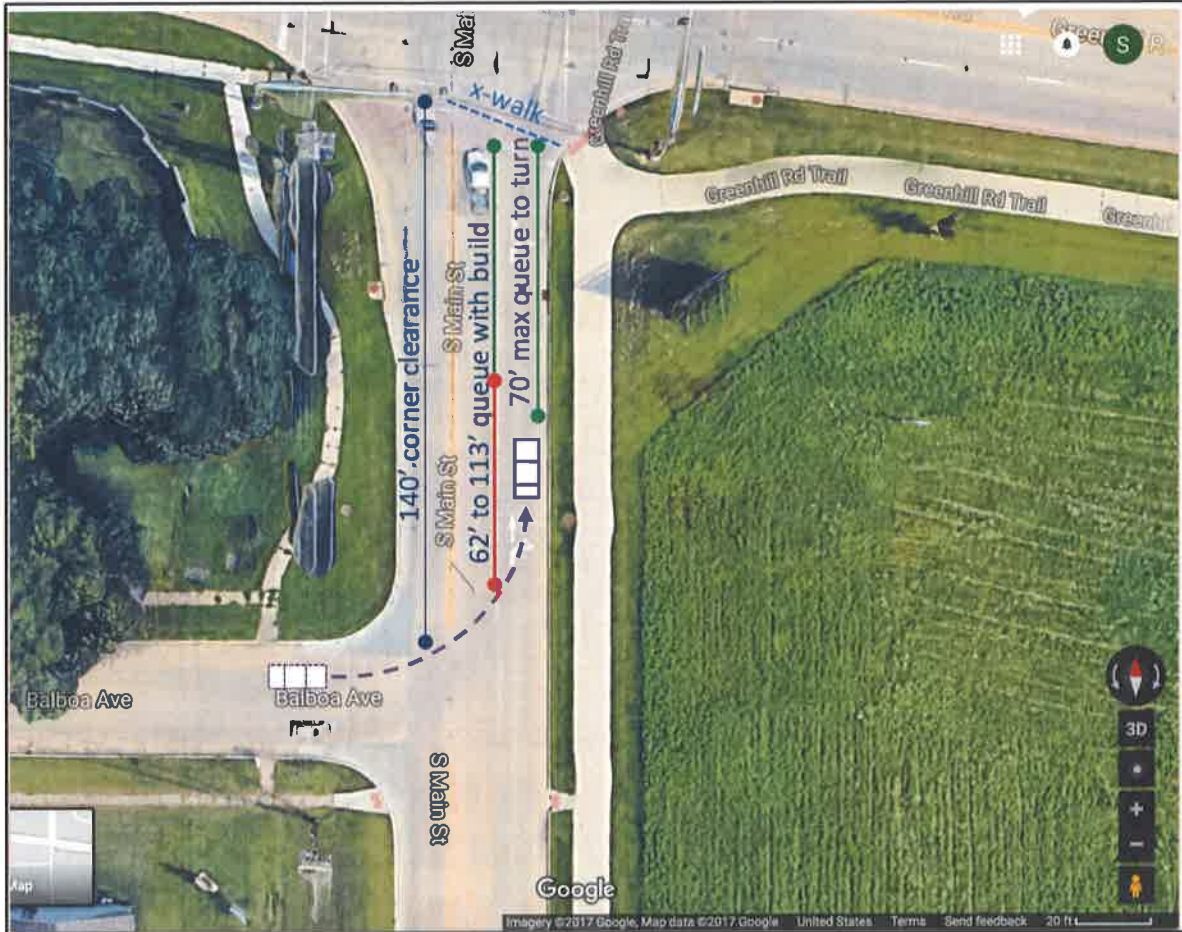
Steve Ephraim

Item F.5.a.

FIGURE 1

NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION

- Figure Illustrates Balboa-to-Main northbound turning conflict with Kwik Star build
 - Queues more than 70 feet will prevent safe turning clearance



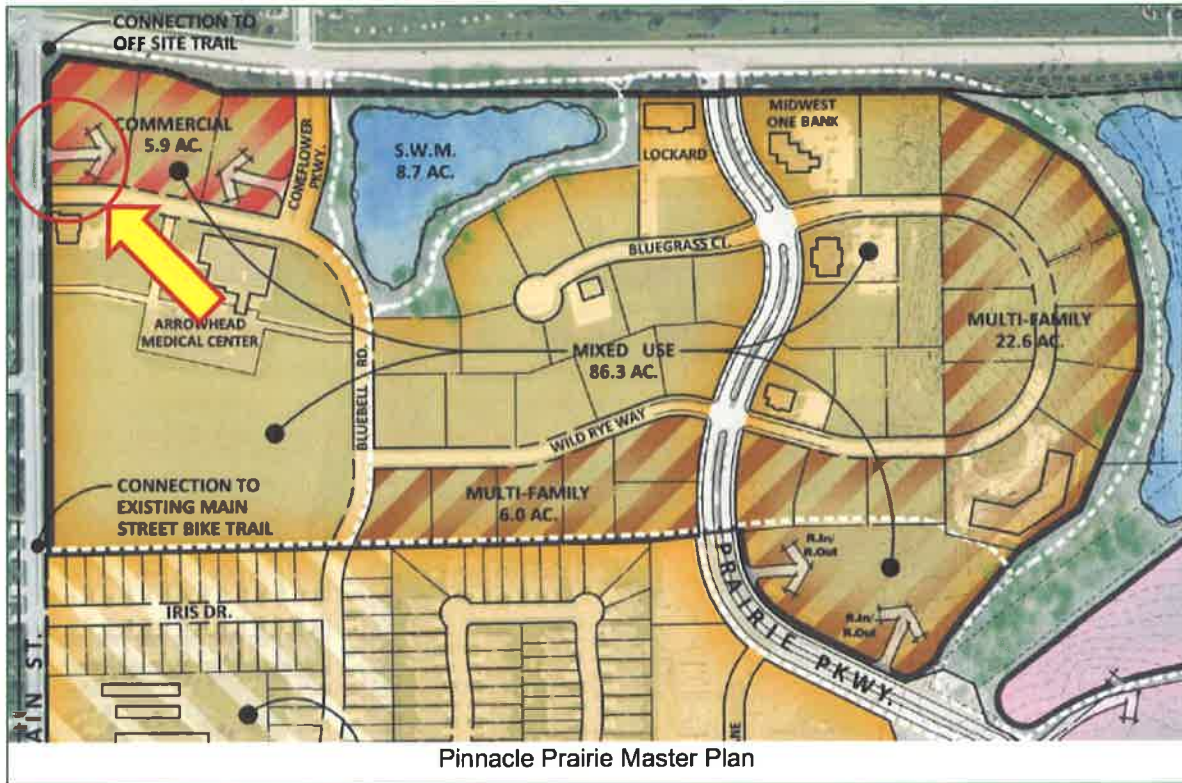
SOURCE FOR KWIK STAR QUEUE IMPACT: Shive-Hattery traffic study (ref. table below)

Queuing and Blocking Report		Kwik Star - Cedar Falls						
2018 AM Peak Hour Buildout		2018 AM Peak Hour Buildout						
Intersection: 1: Main Street & Greenhill Road								
Movement	EB	EB	EB	WB	WB	NB	NB	SB
Directions Served	L	T	TR	L	TR	L	TR	LTR
Maximum Queue (ft)	184	119	81	47	181	89	139	175
Average Queue (ft)	89	45	36	14	87	36	62	89
95th Queue (ft)	154	88	67	39	149	73	113	155
Link Distance (ft)		1213	1213	737	737		421	1000
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	205					130		
Storage Blk Time (%)	0						0	
Queuing Penalty (veh)	0						0	

FIGURE 2

DRIVEWAY ACCESS TO SOUTH MAIN BETWEEN BLUEBELL AND GREENHILL

- Figure illustrates non-conforming driveway access to South Main
 - State and federal guidelines prohibit driveway placement in this area



To: Cedar Falls Planning & Zoning Commission
Re: Kwik Star Store.

Today we received notice of the request of approval for a site plan for a Kwik Star Store at Greenhill & Coneflower Pkwy. I was not happy I was given 8 hours notice of the meeting when plans that were included is dated April 2017. I am sure you have had advance notice of this plan. As a resident of Cedar Falls I would appreciate advance notice of major changes in my neighborhood.

With that said, I OPPOSE the building of a Kwik Star Store for the following reasons:

1. The traffic on this corner and area in question has increased over the past 10 years I have lived here. The speed limit alone on both Greenhill and Main St. could cause accidents as customers would slow down, enter and exit this area. I also would not appreciate a store that could possibly be open 24/7 in my quiet neighborhood. I moved onto a dead end street for a reason.
2. The recent construction of Casey just down the road from the proposed site would seem to supply this neighborhood with ample access to gas. Kwik Star would saturate the area and is redundant.
3. The opening of Prairie Parkway does funnel traffic through our area. Commercial sites available and more safely accessible to develop should be clustered in current retail/commercial areas. Spreading and saturating redundant businesses in our area could re-514 in negative growth

21. Foot and bike traffic is heavy in this area **Item F.5.a.**

Trying to cross Greenhill and Main is nearly impossible unless you can run. I can't. Many residents in our neighborhood are senior citizens who shy away from the trails along Greenhill because of limited access and safety fears.

Again, I OPPOSE the construction of Kund Star. I would urge you to vote no.

Sincerely
Penny Popp & Peter Huizinga
4805 S. Main St.
Cedar Falls IA 50613
peterpenny1@gmail.com

Item F.5.a.

From: Redgie Blanco
Sent: Wednesday, September 13, 2017 3:00 PM
To: David Sturch
Subject: Kwik Star Site Plan

Mr. Sturch,

Could you please be so kind to provide the following letter before the meeting tonight to the Planning and Zoning Commission Board to be read and/or to be taken into consideration while discussion this request tonight

Dear Planning and Zoning Commission Board Members,

We DO NOT want a gas station at the corner of Greenhill Rd and Coneflower Parkway.

We hope that the approval of the Kwik Trip site plan be discussed in depth with the input of the people that will be affected by this new business in our neighborhood, and I ask the that the commission takes extra time to take into consideration the feedback from the people that will be directly affected by this new development and have not had a chance to voice their opinion yet.

We are thankful to receive the letter from Mr Sturch today 9/13/17, few hours before the meeting, but unfortunately, this does not give us or some of our neighbors much time to express in person concerns about this gas station in our neighborhood.

I feel that this type of business that opens 24 hours selling fuel, beer and other items, will be a safety and pollution/environmental concern for our children and adult residents. This business will increase traffic, which is already an issue for the intersection of South Main St and Greenhill Rd. It will attract additional transients to the area, will encourage loitering, which is very difficult to enforce by the city, and garbage will end up in the road, and in our yards. In addition to this this type of business will bring chemical, noise, light, and trash pollution to our neighborhood.

There are already several fueling stations in the near vicinity, and there is a new gas station soon to open a mile away at Ashworth Dr. and Algonquin Dr. I don't believe there is a need to bring this type of business in a location where traffic is already an issue, and there is plenty of other gas stations in the area to fulfill the need of this type of business in a such proximity to residential zones.

Sincerely,

Redgie Blanco
318 Alvarado Ave.
Cedar Falls Iowa 50613

From: Steve Gardner
Sent: Wednesday, September 13, 2017 11:57 AM
To: David Sturch
Subject: Re: Concerns with Kwik Star Proposal - Greenhill Dr and Coneflower Pkwy

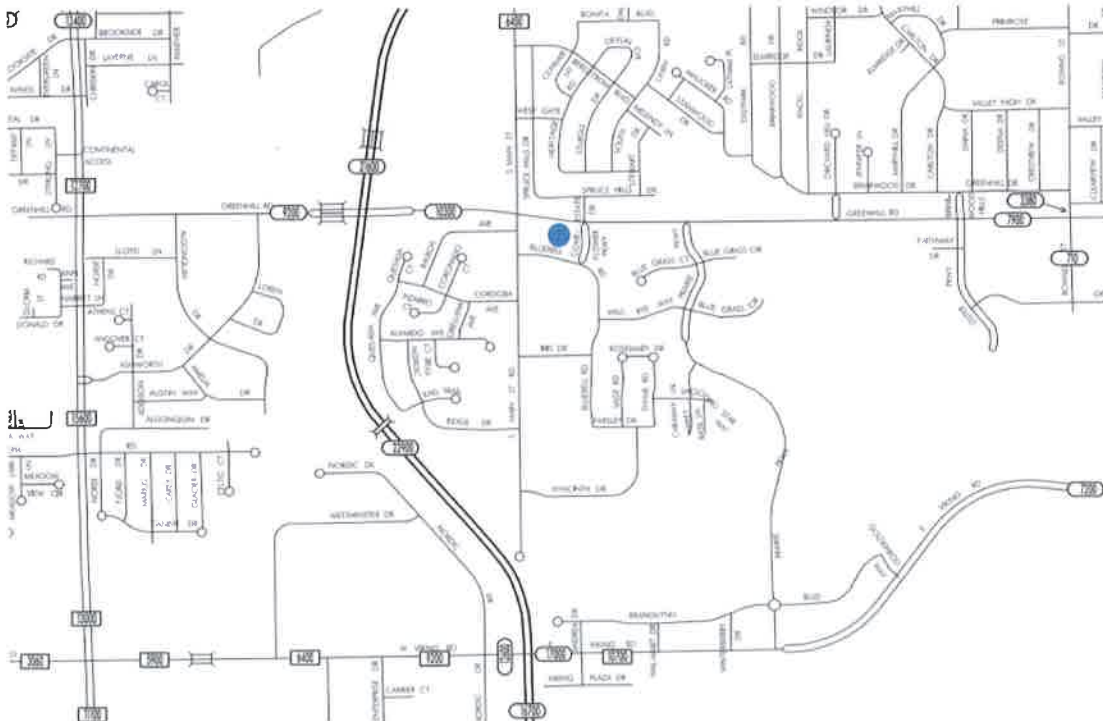
David,

Sorry for the late notice on my concerns. This email was sent earlier in the week to others and I meant to include you. I look forward to discussing this issue this evening at the planning meeting.

Recently I received a notice that Kwik Star requested approval to build on Greenhill Dr and Coneflower Pkwy. Like many others in the neighborhood adjacent to the site, I am concerned about the impact this will have to the area and I feel other spots might be more beneficial for a gas station. I have broken down my concerns, with key points below, in addition to a proposal for other sites at the end.

Motor Vehicle Traffic Concerns -

This will be a 24 hour service station developed between a retirement community and a large neighborhood, so I see the potential for the business. I am concerned with how this will affect the traffic flow in that area. In 2014, Greenhill Dr. saw roughly 10,000 cars a day. Comparing this to the Casey's on Viking, which is a 4 lane road as well during the same time. Casey's made that portion of Viking handle 12600 cars compared to 9200 cars on the other section between Hwy 58 and Hudson Rd. Using this model as a baseline, Greenhill will see roughly 25-30% increase in traffic. This requires the area to handle at a minimum 12500 cars per day without factoring in growth in the area due to new housing and other business growth in the area over the past 3 years or future growth. Keeping this in mind, considerable changes to the Greenhill Coneflower intersection will need to take place, more details in the next section.



● Proposed Kwik Star

<https://iowadot.gov/maps/msp/traffic/2014/Cities/CedarFalls.pdf>

Motor Vehicle/Foot Traffic Interaction

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With the addition of more cars on the road there is a greater concern for safety. Both sides of where Coneflower Pkwy and Greenhill Dr intersect there are bike trails. These trails are heavily used since they are a main thoroughfare to George Wythe, Blackhawk Park, Hudson, etc. for people in the area. As my family and I ride bikes frequently on the main bike trails around town, we are becoming increasingly nervous riding on Greenhill Dr due to the increased vehicle traffic. It seems like in order to make this proposal work a traffic light would be needed to control the flow of traffic in the area. Between the intersection of Greenhill Dr. and Hwy 58 to the intersection of Greenhill Dr. and Prairie Pkwy, there are currently 3 traffic lights. Greenhill Dr goes from a four lane road to a two lane road back to a four lane road. Coneflower Pkwy also has a median so traffic currently cant turn left into where Kwik Star would be, without affecting the median. With all these competing issues and the heavy amount of foot traffic in the area it seems like this location is a poor choice for a Kwik Star location. All these competing issues would require this intersection to becoming a major intersection instead of low traffic neighborhood roads.

Key Concerns on Safety/Traffic-

1. The area will struggle to handle the increase in traffic from the added business
2. With growing foot traffic in the area there is a safety concern with the additions of more pedestrian/vehicle interactions
3. Currently 3 traffic lights on a 0.7 mile stretch (between 58 and Prairie Pkwy) - a 4th would probably be required
4. Greenhill Dr goes from 4 lanes to 2 lanes to 4 lanes in that section, causing traffic confusion for many.
5. Coneflower Pkwy is a divided road which would have to be redesigned to allow northbound traffic access to Kwik Star
6. There are several gas stations in the area, doesn't seem like another one is necessary. There is a Casey's being built on the west side of 58 as well. (Casey's, Hyvee, Kwik Star all within 3 miles of this location)



- | | |
|--|--|
|  Current Traffic Lights |  Proposed Kwik Star |
|  Kwik Star Intersection |  2 Lane - Yellow |
| |  4 Lane - Blue |

Proposed Solution

Looking at the traffic density maps versus road layouts, there seem to be many spots better suited for a Kwik Star location.

1. Across the street from Menards on Viking. This is a high traffic, growing industrial area without a gas station on the east side. This would allow people from the east side of Viking to get gas without having to go to Casey's or Murphy's, cutting down on traffic at the Viking 58 intersection.
2. Greenhill and 58 seems like a better option than Greenhill Dr and Coneflower. This area has a traffic light and more lanes that can handle the traffic without dropping to 2 lanes. This is close to the proposed Casey's though so is another gas station in this area required? Same question applies to the current proposed location.
- 3 Hudson and Viking or Greenhill and Cedar Heights. These areas a traffic light to handle the traffic and more lanes than Greenhill at Coneflower.



● Proposed Kwik Star

● # Potential Spots

● New Casey's

● 4 Greenhill and Cedar Heights

I appreciate your time in reviewing my concerns and viewing my proposal for alternate sides. I think overall business growth in the Cedar Falls area is a great thing and will be beneficial but a Kwik Star at the proposed location seems to create more problems than it solves. As a husband and father I get concern with the added traffic to the area. The implications of the traffic logistics seem difficult to manage as well. I hope to discuss this with you all Wednesday evening in greater detail.

Thank you,
Steve Gardner
424 Spruce Hills Dr.

Item F.5.a.

David Sturch

From: Stephanie Sheetz
Sent: Saturday, September 16, 2017 8:08 AM
To: Mike Stout
Cc: David Sturch; Bob Seymour
Subject: Re: P&Z Meeting Oct 11

Hi Mike,

Yes, anyone is welcome to speak on an item on the P&Z agenda. We do not list people on the agenda, rather anyone may speak at the time that item (Kwik Star) is being discussed. Thank you for reaching out. I am copying the lead planners for this item, so they are aware of your interest in speaking & the large turn out anticipated.

Thank you,
Stephanie

Sent from my iPad

> On Sep 15, 2017, at 8:22 PM, Mike Stout wrote:

>

> Hi Stephanie,

>

> My name is Mike Stout and I live over on Spruce Hill Drive where the P&Z committee will be meeting to discuss a potential Kwik Star right across the street from my house.

>

> I'd like to be included on the agenda for October 11 so I can speak vehemently against this atrocious idea that would ruin our neighborhood with even worse traffic, crush our property value and put the safety of the children at risk.

>

> Can I get on the agenda to let them know how we feel? I assume that most of the neighborhood wills how up to let you know they agree, so I'd plan on a packed house and maybe a little extra time for us.

>

> Let me know.

>

> Thanks,

>

> Mike Stout

> 206 Spruce Hill Dr

> Cedar Falls

From: Nanke
Sent: Monday, September 18, 2017 9:21 PM
To: David Sturch
Subject: Kwik Star Site

Hi David, we were unable to attend the Zoning meeting that discussed the proposed Kwik Star at the corner of Greenhill and Coneflower. We don't know if it's too late for public input, but we just wanted to throw in our two cents if you're still accepting it.

We'd prefer that the request by Kwik Star be denied. We feel that being open 24 hrs we would have the bright lights from the corner all night, blowing litter, along with heavier traffic in an area that has become more congested and unsafe. Turning left onto Estate I already have had several close calls of being rear ended by cars coming from the Main St/ Greenhill intersection at at least 45 miles an hour. I'm guessing the same would be true of cars turning right onto Coneflower. They also are building a Caseys just down Greenhill on the other side of 58. Is another one this close necessary?

Thanks for your time and consideration,
Tracy & Joan Nanke
4215 Spruce Hills Dr
Cedar Falls, IA 50613
319-504-2254

Item F.5.a.

From: Rebecca Halverson [<mailto:rebecca.halverson@gmail.com>]

Sent: Thursday, October 05, 2017 9:27 AM

To: Bob Seymour

Cc: David A. Wieland; ntaiber@cfu.net; Frank Darrah; Tom Blanford; John Runchey; Susan deBuhr; Mark Miller

Subject: Concerns with Kwik Star Proposal - Greenhill Dr and Coneflower Pkwy

Mr. Seymour,

I would like to voice my concerns with some of the development proposals for the areas near Greenhill Dr. and S. Main St. I feel there is a lack of planning to address the increased and interrupted traffic patterns in this area and I'd like for you to consider the following. Although it has been stated that a gas station does not cause increased traffic, there will be increased traffic from the multiple housing developments that are currently being built within blocks of that intersection. A gas station, and potential grocery store to follow, will exacerbate this by interrupting traffic flow in an area that is already strained by a "makeshift" turn lane on Greenhill Dr., a residential road (S. Main St.) that is often used to bypass Hwy 58 and a popular bike path crossing at that intersection. I fear that this section of Greenhill Dr. will soon resemble the intersections of E. Viking Rd. and Nordic Dr., Hwy 58 and Andrea Dr. I hope we are trying to avoid a similar situation with proper planning and consideration prior to additional approvals. The response I heard was that the Greenhill/S. Main intersection has an upgrade planned in 10 years but there were no intermediate plans being considered to accommodate the increase in traffic and interrupted flow that these development plans would cause within the next 1-3 years. I would like to see a better response from the Planning Department to provide an upfront plan that addresses these concerns and aligns with the proposed development timeline, not a responsive plan several years after we have worsened an existing problem.

I would also like you to consider a decreased speed limit in the residential zones on S. Main St. to 25mph to address the above issue and several safety concerns. As I mentioned earlier, S. Main St. is often used to bypass Hwy 58 which increases congestion at S. Main St. and Orchard Dr. It is also a serious safety concern at the bike path crossing at Greenhill Dr. and the adjacent sidewalk near the Orchard Dr. intersection. This adjacent sidewalk is popular, especially in the summer months when The Falls Aquatic Center is open. The only thing between a child walking to The Falls or school and a car traveling at 35mph, is a white line. I have often questioned why Main St. is limited to 25mph the entire length, even in four-lane sections, except where it reduces down to a two-lane road in an area with high pedestrian traffic near The Falls, bike path crossings, the adjacent sidewalk, the dog park and as it enters into a residential zone at which the speed limit increases to 30 and 35mph. A 25mph speed limit may help discourage traffic from using S. Main St. as a bypass and encourage using Hwy 58. I hope the intent is not to accommodate extra traffic through residential zones, but rather to encourage it to take the appropriate throughways already established.

Unfortunately I will not be able to attend the Wednesday evening meetings due to overlapping commitments but I would encourage you to consider my concerns and recommendations. Please forward this message to members of the committees that should be aware of these community concerns. If there are any questions, feel free to contact me via email or my cell phone: 515-231-3327. Thank you for your consideration.

Regards,

Rebecca Halverson

3627 S. Main St., Cedar Falls, IA

From: denflory
Sent: Friday, December 01, 2017 9:23 AM
To:
Subject: Re: Kwik Star and Fareway plans part 2

I should also add, regarding the changing of Kwik Star to lots 32 and 33, the homes that back Greenhill across from those lots are shielded from noise and light pollution by a 6 to 8 foot earthen berm with another 5-6 foot double wooden fence. The homes that back Greenhill across from lots 33 and 34 have only 3 diseased ash trees and a drainage area of cat tails as noise and road pollution mitigation.

Since the change from MU to commercial zoning occurred in 2015, after the building of the 3 homes on Spruce Hills, and these commercial developments will increase noise and light pollution, increase litter, and reduce area real estate values, an earthen berm or other mitigation should be offered.

Sincerely,
Denise Flory
301 Spruce Hill Dr
Cedar Falls

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

Date: 12/1/17 00:01 (GMT-06:00)

Subject: Kwik Star and Fareway plans

Dear Ms Saul and Mr. Sturch;

I oppose the proposed placement of Kwik Star and Fareway in lots 32, 33 and 34 in Pinnacle Prairie Business Center North subdivision, based zoning changes, on current traffic concerns for the Greenhill and South Main area, and based on planned growth and timing of proposed development with planned road construction and reconstruction.

As written by the Cedar Falls Department of Community Development, in 2014 "staff met with the developer to discuss changes that have occurred since the rezoning and the importance of updating the Master Plan". This update, to change the northwest section, lots 32, 33 and 34 from mixed use to commercial was formally adopted by Planning and Zoning and the City Council in Spring 2015. I do not recall, as a homeowner in the area, receiving notice of any proposed zoning change. This was wrong, oversight or not. When our home was built in 2008, we had the knowledge that with Mixed Use, professional or medical offices and businesses similar to those in the area would fill the open lots. We relied on that information to our detriment. Having a 24 / 7 gas station with a car wash with exit blowers facing residences along Greenhill does not fit with the existing development. There are currently no other 24/7 businesses in the immediate area. I understand the Public Safety Building will be operational all the time but it will not have the ongoing traffic, lights or noise pollution of the gas station.

Secondly, and this is a broken record, the traffic at Greenhill and South Main is very dense and concerning at times. With the changes to University Avenue, Greenhill has become busier. I do not have traffic studies to site, only the view from my back windows and yard, daily walking of the

Item F.5.a.

trails, and driving from Estate Drive onto Greenhill. There are 5 traffic signals between 58 and Cedar Heights. With more developments along Greenhill, traffic control is critical. I understand in the next year or 2, changes will occur to "improve" the Greenhill / South Main flow of traffic. It is during that same time frame that Greenhill and HWY 58 will undergo planned changes. Planned development in the Greenhill / South Main area now include the new Public Safety Building that will need to respond to emergencies using South Main, Greenhill and Bluebell/Coneflower, the housing in the Sands Development, the Fairbanks Development, the developments by Candeo Church, Western Home expansion and other developments in Pinnacle Prairie. Each of these developments brings tax dollars to the city and traffic. A grocery store is a destination, a gas station is a destination. These two commercial developments will draw even more traffic to Greenhill and South Main.

I have heard that the businesses will pay for changes to the road to provide turn lanes. Why are turn lanes necessary? People can simply go to the light at South Main / Greenhill and make their way to Fareway and Kwik Star or make the turn at Coneflower as it is. Sure, it will take time. Traffic should be slower there because of the decrease in lanes from 4 to 3 between Coneflower and South Main that allows for the turn lane at the light. Of course, more traffic on South Main will interfere with traffic exiting Eldorado Heights. I understand that widening Greenhill for proposed turn lanes would be on the north side - closer to the established homes instead of in the currently undeveloped lots. I oppose this. I am not eager to have Greenhill Road any closer to my backyard than it already is and the infected ash trees on city property do not provide any noise mitigation.

In November, I and Kathy Barfels submitted a neighborhood petition with 132 names opposing Kwik Star at lots 34 and 33 because of high volume traffic, lack of noise mitigation for car wash blowers, a 24 hour 7 day a week gas station did not fit with the established professional office culture, the overhead lights, increased litter and pollution concerns. This list was given to David Sturch, city planner, prior to what we thought was the next P & Z meeting with Kwik Star on the agenda. That meeting ultimately was about the Public Safety Building. I understand that 2 other petitions were also provided to Mr. Sturch at or around that time.

If the area resident concerns are not heard and this commercial development continues, I would request again, that Kwik Star put the exit of the car wash to face Bluebell and install large pine trees or a fence specifically for noise mitigation, and be closed during the overnight hours.

I also suggest moving Kwik Star to the corner of Greenhill and South Main, with the entry / exit closer to the Bluebell side on lots 33 and 32. Allow Fareway to develop lots 33 and 34. I believe that Fareway, which operates reasonable daily hours, and is closed on Sundays and holidays, would be a better neighbor.

The intersection at South Main and Greenhill would work better if turn arrows and traffic patterns were installed and operated much like the intersection signal lights at Cedar Heights and Greenhill. I do not understand why this has not been done.

I would also suggest closing Estate Drive, which is only 1 block long but a point of entry and exit for Heritage Hills Development. Now that Pinnacle Drive is complete linking with Spruce Hill, Steward Lane and Melendy, traffic can flow in and out through that signaled intersection. Closing Estate Drive, which is directly across from Coneflower, would reduce entry and exit traffic onto Greenhill, making Coneflower less difficult to enter and exit. In directing traffic to Pinnacle Drive, it is possible that more traffic would use Pinnacle Drive to access 58 or Ridgeway or 20 instead of Greenhill / South Main / 58.

I thank the Planning and Zoning Commission and the Planners in Community Development for the work that is done. You have an important role in discerning whether and how submitted plans will serve the city and its citizens. There is a balance between development and quality of life. I know that this proposed development of Kwik Star and Fareway in the proposed lots will have a negative impact my family's quality of life.

Sincerely,
Denise Flory
301 Spruce Hill Dr

From: Dan Barfels
Date: December 4, 2017 at 6:08:50 PM CST
To: "David.Struch@cedarfalls.com"
Subject: Kwik Star

David,

Thank you for taking my phone calls. I have a list and will consolidate my concerns into bullet points for brevity.

1. Property values are diminished by the potential of a Kwik Star across from my home. Realtor shared potential buyers backed out of purchase because of Kwik Star building on Coneflower.
2. If Kwik Star is going to do business at Coneflower or South Main & Greenhill, I ask that hours of operation cease during the nighttime hours. I also ask that carwash hours cease by 9 pm, flip the design so the carwash exits onto Bluebell or eliminate the carwash totally.
3. Greenhill is now the new University. And we now have 5 stoplights between 58 and Cedar Heights.
4. Other locations within Pinnacle Prairie would be better suited to Kwik Star, such as area by Menards and Viking, along Prairie Parkway by Unity Point complex or switch proposed placement of Kwik Star with the proposed Fareway location.
5. Traffic is steadily increasing on Greenhill. Recently, with the opening of Candeo Church with a multitude of worshipers, overflow parking now parks on Faith Way Dr. Sunday morning traffic on Greenhill is now very busy. Fareway is closed on Sundays, late nights, and on holidays so it would not impact the Sunday morning traffic like a Kwik Star.
6. Please note the petitions opposing Kwik Star that were previously submitted.
7. Traffic concerns from current and future developments from Hwy 58 to Cedar Heights along Greenhill are: Sands, Heritage Hills, Western Home, Whispering Pines, Oster Development, Green Creek Addition, Pinnacle Prairie, and Kyle Larson's development. This does not include the Public Safety Building and the proposed Kwik Star and Fareway.
8. Turn lanes should not be added to Greenhill at Cornflower or Estate Dr. These will impact established bike / walking trails and create more congestion in an area where the traffic lanes are reduced for the stop light at South Main and Greenhill. Lights at Prairie Parkway and also at South Main will facilitate any traffic into developments on Coneflower, Bluebell and Rye.
9. No businesses from Hudson Rd / Greenhill to 218 / Greenhill operate 24 hours a day. Such a business would not fit with current neighborhoods.
10. A "Gentleman's Word" was given regarding the development of lots 32-34 that it would be businesses similar to those already in Pinnacle Prairie, also as shown on the billboard at South Main and Greenhill depicting a vibrant business area - NOT GAS STATIONS. A "Gentleman's Word" regarding the Arbor traffic not using Erik Road was given to Stephanie that she shared at the Sept or Oct P&Z meeting. Whose "Gentleman's Word" is one to rely upon?

Thank you for your time and consideration.
This is a safety and quality of Life concern.

Sincerely,
Kathy Barfels
305 Spruce Hill Dr
Cedar Falls, IA

Item F.5.a.

From: margaret holland
Sent: Monday, December 11, 2017 3:35 PM
To: David Sturch
Subject: Community Development- Kwik Star and Fareway

David,

I live at 128 Balboa Ave, C1 and I am writing to comment on the proposal to built a Kwik Star and Fareway near the intersection of South Main and Greenhill. I am opposed to both of these proposals. The plan for the entrance to the Fareway off S Main will create a problem turning onto and off of Balboa. The traffic in that area is already a problem for those of us on Balboa, partly because Balboa is close to Greenhill and cars are accelerating from being stopped at the light. More traffic in that small area will lead to more accidents. The Kwik Star will generate more traffic and be open long hours. Both of these plans are inconsistent with what we were told would be built on those lots. Plus the design is not in keeping with the prairie style. I hope that the city decision makers will take the concerns of city residents into account and not be solely focused on the desires of the business community.

Thank you,
Margaret Holland

Cedar Falls Planning and Zoning Commission:

I am responding to the letter dated 12/5/2017 about the Site Plan Review.


The corner of South Main and Greenhill Road is very challenging now. It is a major route for those going South on Main who need to turn either East or West. Also those going East or West on Greenhill Road find a very busy intersection. For those of us living in the Western Home Community, the increase in traffic will make it very difficult to leave our area going North.

The new Police/Fire Department structure poses additional problems with traffic flow. Getting emergency vehicles from the new station and onto Main and/or Greenhill Road, since Main is a two lane roadway, will be a problem.

Just West of highway 27 a new convenience store/service station was built. I do not believe there is a pressing need for another such structure within that short distance.

We urge you to vote against the Kwik Star proposal.

Sincerely,
Elton and June Green
4934 Bluebell Rd.
Cedar Falls, IA



Out of town December 13, 2017

RECEIVED

DEC 11 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

Item F.5.a.

From: Gowans, Doug
Sent: Tuesday, December 12, 2017 4:30 PM
To: David Sturch
Subject: Site Plan Concerns: Fareway / Kwik Star

David,

Thanks for contacting me, regarding the Site Plan Review for the proposed Kwik Star and Fareway Grocery Stores.

I just want you and the Planning and Zoning Commission to know that **I am NOT in favor** of these two stores locating at the Greenhill Road and S. Main Street location. As a resident of Eldorado Heights, 506 Balboa Ave., I oppose this type of construction because I do not believe it fits well with the general office / professional services types of businesses that are currently located in this area.

Let's keep our Retail Trading types of businesses in our existing RTZ areas: Downtown, University Ave., College Hill and the Industrial Park. Spreading retail businesses and retail services throughout the city is not effective or efficient planning in my opinion.

Opening this corner up to retail development will also effect the traffic flow on South Main, Green Hill Road and Balboa Ave. Adding additional traffic (vehicle and pedestrian) at the South Main/Greenhill and Balboa Ave intersections is not a good idea. That intersection is already a traffic hazard.

Thanks again for talking with me on the phone. I hope the P&Z will reject the idea of development of this intersection for these types of businesses.

Best regards,

Doug Gowans and Julie Gowans,
506 Balboa Ave.
Cedar Falls,
(319) 404-8725 (Cell)
dgowans@eengineering.com
gowans@cfu.net

From: Jon Ericson
Sent: Wednesday, December 13, 2017 1:45 PM
To: David Sturch
Subject: Kwik Star at tonight's P and Z

David,

I'm not sure if I will be able to make it to tonight's meeting, so I wanted to share my thoughts with the commission.

#1) I am opposed to the Kwik Star project primarily because it is a 24-hour business operated directly across the street from single family homes. When these homes were constructed, the Kwik Star site was planned for office development. Years after the homes were built the plan was changed to commercial development. The lighting, noise and all hours traffic generated by a 24-hour business was not what these homeowners could possibly have anticipated when they purchased their homes.

#2) If the project is going forward, I would plead that all lighting and signage at the property be the most discrete options possible, and that the car wash aspect of the business not operate after 9 p.m.

#3) I would encourage the traffic/road plan around the business to remain as it is in the current iteration of the site plan. Any changes that would push more traffic to Coneflower Parkway would exacerbate issues on Greenhill Road - in particular left turns onto Greenhill Road from either Coneflower Parkway or Estate Drive will be nearly impossible at several times of day with the additional traffic generated in this area.

As far as the Fareway project, could you please direct me to the supporting materials for this plan, or send it to me? Also, is there a traffic study I could see with the Fareway project.

Thank you,
Jon Ericson
402 Spruce Hills Drive
(319) 230-2405

Item F.5.a.

12 December 2017

Planning and Zone Commissioners
Cedar Falls, IA 50613

MU DISTRICT SITE PLAN REVIEW – FAREWAY GROCERY STORE

As 37-year residents of Balboa Avenue in Cedar Falls, Janice and I are requesting that you address concerns regarding the proposed Fareway Store in the Pinnacle Prairie development. After reviewing the P & Z packet and the Shive-Hattery traffic study, it's become clear that the additional traffic will adversely impact residents of the South Main community. We also have concerns with the potential visual impact of this facility on our neighborhood.

There are three traffic issues with this proposal that must be addressed before approval:

1. The Shive-Hattery traffic study has incorrectly based its recommendations on hypothetical improvements to the Greenhill-Main intersection. Please refer to Attachment 1. Approval for this project must be contingent on the city's commitment to upgrade this intersection, consistent with the study recommendations, before completing the Fareway project.
2. The proposed driveway access to Main street does not conform to Iowa SUDAS guidelines for setbacks from the Greenhill-Main intersection and Bluebell Avenue. Please refer to Attachment 2, 3 and 4 for details. This access was incorporated into the 2015 master plan without adequate consideration and must be re-considered on the basis of traffic and design considerations. There are no driveway access points between Greenhill and Bluebell that will satisfy state and federal guidelines. Fareway should instead add a second driveway access to Bluebell or incorporate Bluebell access via a shared driveway with KwikStar.
3. Access for Balboa Avenue residents must be considered with any South Main Street project. Please refer to Attachment 5. For this reason, the above issues must be addressed prior to approving a project that might affect access for Balboa residents. The proximity of Balboa to the Greenhill-Main intersection presents a special situation that is not accounted for in traffic studies. The additional queueing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn north onto Main from Balboa.

Regarding the visual impact, we urge commissioners to assure that recommendations of the city planners and Pinnacle Prairie architects are closely followed in the site development.

We appreciate your consideration of these issues to help assure that residents of the South Main community will continue to enjoy an excellent quality of life.

Sincerely,



Steve Ephraim

ATTACHMENT 1

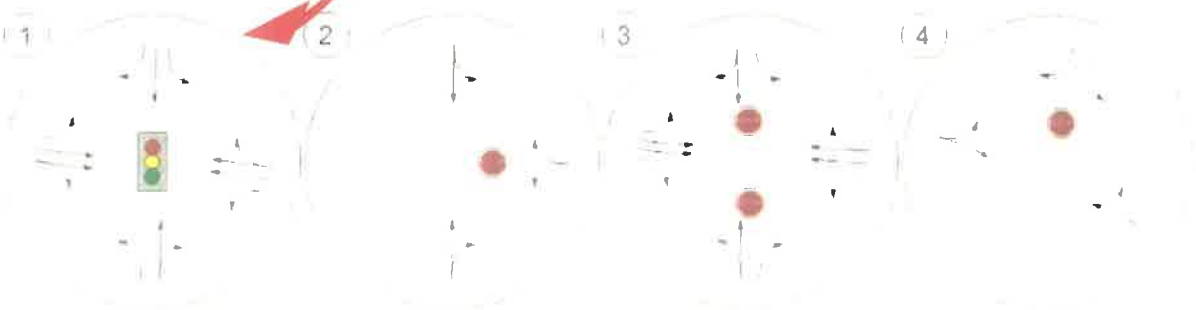
Shive-Hattery Study Based on Hypothetical Improvements to Greenhill-Main

The Shive-Hattery traffic study for Fareway Store bases its recommendations on hypothetical improvements to the Greenhill-Main intersection. As noted in Figure 10, item 1 below, these improvements include additional lanes and related upgrades to improve traffic flow. While these improvements have been slated in future plans, there is no commitment to implement them.

The study's author notes in the Conclusions of page 24 that these improvements were assumed in the traffic analysis which includes impacts of both Fareway and the adjacent KwikStar development:

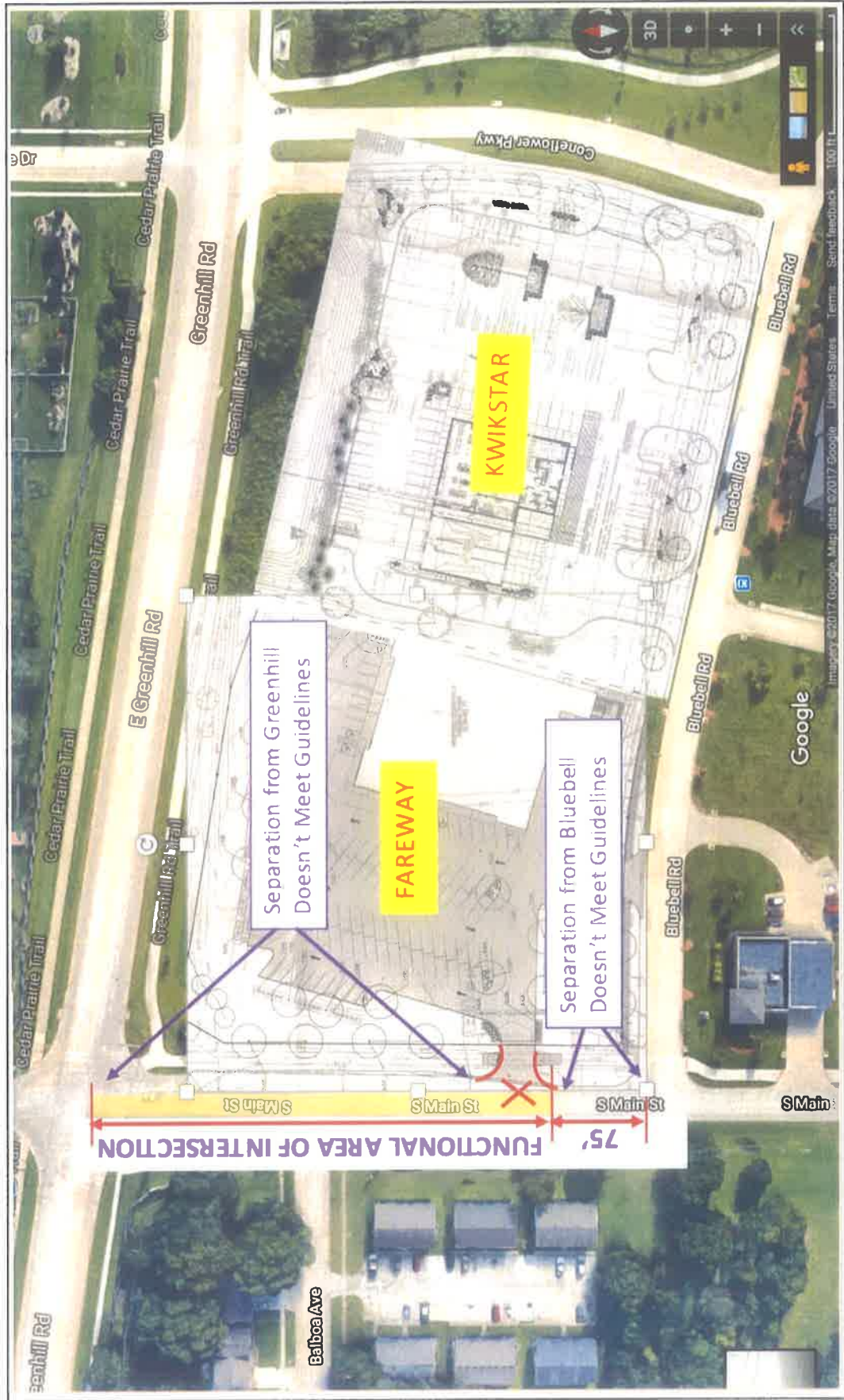
Direction was provided by the City of Cedar Falls City Engineer to implement improvements as identified in Figure 10. However, the LOS at the intersection of Greenhill Road and Coneflower Parkway is still projected to fall below the acceptable LOS D in the PM peak hour with and without the proposed development by

Figure 10 Study Intersections – Recommended Lane Configuration and Control By 2038



Item F.5.a.


ATTACHMENT 2
Overview Map Showing That Driveway Access to Main Street Does Not Conform to Setback Guidelines



ATTACHMENT 3

Proposed Driveway Access to Main Street Does Not Conform to Functional Intersection Guidelines

The proposed access to Main street does not conform to Iowa SUDAS guidelines for setback from the Greenhill-Main intersection. Section A of chapter 5L-3 of the Iowa SUDAS design manual, excerpted below, states that, “driveways should not be located within the functional area of an intersection or in the influence area of an adjacent driveway.” ISU’s Access Management FAQ states in Chapter 5, “It is important to protect the functional area of an intersection from driveway access. Driveways located within this area may result in higher crash rates and increased congestion.”



5L-3

Design Manual
Chapter 5 - Roadway Design
5L - Access Management

Access Location, Spacing, Turn Lanes, and Medians

This section addresses access location, spacing, turn lane and median needs, including TRB Principles of Access Management 5-9:

A. Preserve the Functional Area of Intersections and Interchanges (Principle 5)

AASHTO states, “Ideally, driveways should not be located within the functional area of an intersection or in the influence area of an adjacent driveway. The functional area extends both upstream and downstream from the physical intersection area and includes the longitudinal limits of auxiliary lanes.”

1. **Upstream Functional Distance:** The upstream functional distance of the intersection can be further defined as the approach distance to an intersection that is required for the driver to change speeds in order to complete a movement, such as entering an auxiliary lane or slowing down for a turn or signal. The upstream functional distance includes the sum of:
 - d_1 , distance traveled during driver’s perception - reaction time
 - d_2 , deceleration distance while the driver maneuvers to a stop
 - d_3 , queue storage length required (50 foot minimum)

There are two key criteria for defining the functional area of an intersection. The first, explained in the excerpt above, is to tabulate the driver’s perception/reaction time, deceleration distance, and vehicle queue storage length. For Greenhill-Main, this area exceeds 400 feet in length, considerably longer than the setback of the proposed driveway.

The second criteria for functional area of intersection is defined by federal AASHTO standards as including “the longitudinal limits of auxiliary lanes.” For Greenhill-Main, the longitudinal limit of the northbound auxiliary lane of Main Street extends past the proposed Fareway driveway access.

Item F.5.a.

ATTACHMENT 4

Driveway Setback from Bluebell Does Not Conform to Driveway to Intersection Distance Guidelines

The proposed driveway access to Main street violates Iowa SUDAS guidelines for setback from Bluebell Avenue as explained here. Table 5L-3.05 of Chapter 5L-3 of the SUDAS manual, excerpted below, depicts the minimum recommended distance between driveways and intersecting streets. As highlighted in the table, the distance from Fareway driveway to Bluebell should be a minimum of 100 feet considering that South Main is a collector street (see explanation for this classification below). As currently designed, this driveway access does not meet the minimum distance with its current location at 75 feet from the corner of Bluebell/Main.

Table 5L-3.05: Minimum Distance between Driveways or from Intersecting Streets

	Minor Arterial			Collector			Local		
	Res. Area	CI Area	Ag Area	Res. Area ¹	CI Area	Ag Area	Res. Area ³	CI Area	Ag Area
A. Minimum intersection clearance²	145'	170'	300'	100'	100'	300'	75'	75'	150'
B. Minimum driveway spacing²	100'	200'	300'	75'	100'	300'	— ⁴	— ⁴	150'

The justification for classifying the southern portion of Main Street as a collector is based on daily traffic counts considerably exceeding 400 vehicles per day. South Main was previously classified as a "local" street in the 2011 Cedar Falls comprehensive plan based on significantly lower traffic volumes than currently projected. See Table 2 below from the SUDAS "Roadway Design Standards for Rural and Suburban Subdivisions" which supports this "collector" classification based on volume.

Table 2. Urban and suburban cross-section geometrics

Design Elements	Connector		Collector		Local	
	Desirable	Minimum	Desirable	Minimum	Desirable	Minimum
Design speed (mph)	60	60	35	35	30	30
Avg. daily traffic	> 1500	> 1500	400-1500	400-1500	< 400	< 400
Pavement width	31'	31'	31'	26'	26'	26'

ATTACHMENT 5

Proximity of Balboa Avenue to the Greenhill-Main Intersection

Balboa Avenue presents a special situation that is not accounted for in traffic studies. Contrary to federal and state guidelines, Balboa has been absorbed into the functional intersection of Greenhill-Main. It lies a mere 140 feet south of Greenhill and intersects with the northbound left-turn lane of South Main. The additional queuing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn onto northbound Main from Balboa. This is illustrated in Figure 1 below.

KwikStar's traffic study, which does not include hypothetical improvements to the Greenhill-Main intersection, estimates that the northbound backup for a red light (in the through/right-turn lane) will range from 62 to 113 feet. With queues beyond 70 feet a driver does not have sufficient room to turn north onto Main from Balboa, meaning that this will frequently extend wait times. This access is further complicated by conflict points with southbound Main traffic and the northbound left-turn lane. Failure to mitigate traffic impacts from KwikStar, Fareway and future Pinnacle Prairie developments will create an untenable situation for Balboa residents.

FIGURE 1
NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION



Item F.5.a.

Nino Costarella

401 Heritage Rd. Cedar Falls, Iowa 50613 | 319-277-5415 | gdimage@cfu.net

December 13, 2017

Planning & Zoning Commission

David Sturch

Department Of Community Development

220 Clay Street

Cedar Falls Iowa 50613

Planning & Zoning Commission:

Attached are photographs showing compelling reasons opposing the proposed Kwik Star at Greenhill Road and Coneflower Parkway.

1. These photographs show how close the proposed Coneflower Kwik Star site is to the homes across Greenhill Rd., and that in any of our local areas there is a Kwik Star; Evansdale, Waterloo, Cedar Falls that in no case do any of these business face toward a residential area.
They are adjacent to or face other retail, commercial, or vacant lots.
Photos also show the condition of one of the newer Kwik Stars, debris in front of store, fuel and oil spills at the pumps (1717 E. San Marnan Dr.)
2. Approximately 300 + signatures from home owners that do not want the Kwik Star to be located at the proposed sight. These home owners' property values are in jeopardy and they are counting on you, as the board members they elected, to do the right thing.
3. No other businesses on Greenhill from Hudson Road to highway 218 are open 24 hours a day. The only retail business that are on Greenhill Rd. are between Hwy 58 and Hudson Rd... These business are not open 24 hours a day, and are not located close to any single family homes.
4. Increased traffic, traffic noise, car wash noise, debris, and contamination of the ground water.

LIGHT POLLUTION; Homes across from this proposed Kwik Star will not be able to open their blinds at night or their windows in the summer.

- 5. SAFETY;** the increased traffic will cause safety issues, on South Main, Greenhill Rd. and with pedestrians using the bike path.

If this is already a done deal for this committee, is the City of Cedar Falls, the developer, and Kwik Star going to guarantee the loss of home values by reimbursement to the home owners. The difference of amount payed for their homes plus appreciation, less the actual selling price. This devaluation being caused by the gas station you are allowing to be built in their front and back yards?

All of the homes directly north of this proposed Kwik Star site in the Heritage Hills Addition will be affected. When the homes closest to the Kwik Star sell for far less then what their values should be, the rest of neighboring homes values will drop as well. (LIKE SALES)

Also attached is a copy of one of the three previously submitted petitions which has 107 signatures of home owners who do not want the Kwik Star at that location.






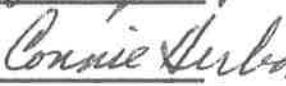


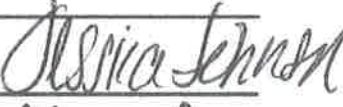

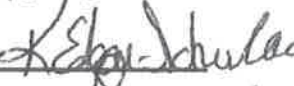
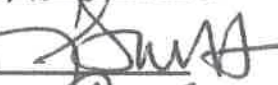


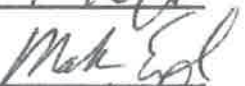
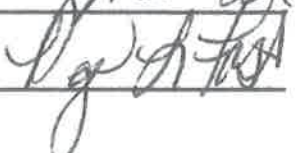
I hope that elected committee members will do the right thing for the neighborhood safety, quality of life and home owner's property values.

Sincerely,

Nino Costarella

**KWIK STAR SITE PLAN REVIEW
PETITION OPPOSING LOCATION**

We, the below signed, oppose the proposed location of a new Kwik Star at the corner of Greenhill Road and Coneflower Parkway because of high volume traffic, noise from car wash and blowers, a 24 hour 7 day a week gas station does not fit with the established residential and professional office culture, overnight lights, increased litter and pollution, and long term effects on the nearby residential property values.

	Name	Address	
1	NINO COSTARELLA	401 Heritage Rd	
2	KIM COSTARELLA	401 Heritage Rd	
3	Deb Gavin	407 Heritage R	
4	Jane Gavin	407 Heritage Rd	
5	Douglas Herben	423 Heritage Rd	
6	Connie Herben	423 Heritage Rd.	
7	Ann Balm-Olson	4411 Briarwood Dr	
8		317 HERITAGE RD	
9	Jessica Johnson	4124 South Lawn Rd	
10	MARC RATH	4119 South Lawn Rd	
11	Karen Schuchbach	503 Heritage Rd.	
12	Susanna Hines	4107 Southlawn Rd	
13	JOHN HINES	4107 Southlawn Rd	
14	Jerene Brunsvold	4101 Southlawn R	
15	Mark Engel	4028 Southlawn	
16	Page Foss	4021 S. Lawn Rd	

Kwik Star Site Plan Petition OPPOSING Site

- 17 William Foss 4021 Southlawn Rd W/L
- 18 Kay Froehner 3906 Southlawn Rd C/Fals
- 19 Jerry Mullen 3902 Southlawn Rd C/Fals
- 20 Gert Fuchs 3822 Southlawn Rd CF
- 21 Carl W Badwin 3808 Southlawn Rd CF
- 22 Joanna Rahnavadi 3807 Southlawn Rd CF
- 23 Zaki Rahnavadi 3807 Southlawn Rd CF
- 24 Ali Rahnavadi 387 Southlawn Rd CF
- 25 Kim Koch 3903 Southlawn Rd CF
- 26 Pat Koch 3903 Southlawn Rd CF
- 27 Jeannine South 321 Devlin C.F.
- 28 Ann South 321 Devlin C.F.
- 29 Pat Roberts 314 Devlin C.F. C.F.
- 30 Mafine Aversant 308 Devlin CF
- 31 Susan H. Schreyer 308 Devlin Cir CF
- 32 Ann Nelson 306 Heritage Rd CF
- 33 Rick Kulbee 306 Heritage Rd
- 34 Wade [unclear] 4204 Southlawn Rd.
- 35 Muri Larson 4204 Southlawn Rd.
- 36 Duane Svoboda 4118 Southlawn Road
- 37 Tom Svoboda 4118 S. Lawn Rd
- 38 Bill Hall 4113 S. Lawn Rd C.F

Item F.5.a.

- 39 JOHN FREDERICKSON 311 HERITAGE RD JOHN FREDERICKSON
- 40 Drew James 305 Heritage Rd Drew James
- 41 Stae Vasta 301 Heritage Rd ST VASTA
- 42 SCOTT MERRON 223 HERITAGE RD SCOTT MERRON
- 43 Chad Huhn 217 Heritage CHAD
- 44 Stacy Huhn 217 Heritage STHUN
- 45 Ken Klingman 4207 Heritage Rd Ken Klingman
- 46 Linda Klingman 4207 Heritage Rd Linda Klingman
- 47 Brenda Waddle 4115 Heritage Rd Brenda Waddle
- 48 Karen Schmitz 4109 Heritage Rd Karen Schmitz
- 49 Mitch Huddle 4103 Heritage Rd MITCH H
- 50 THAD FENNER 3901 HERITAGE RD THAD FENNER
- 51 Chad Nichols 3908 Heritage Rd Chad Nichols
- 52 Boyce Heth 3920 Heritage Rd BOYCE HETH
- 53 Kalsitta 4010 Heritage Kalsitta
- 54
- 55 Bruce O'Hair 4010 Heritage Rd Bruce O'Hair
- 56 Scott Schipper 4012 Heritage Rd Scott Schipper
- 57 DAVID HALTERMAN 4108 HERITAGE RD David Halterman
- 58 JANET HALTERMAN 4108 HERITAGE RD Janet Halterman
- 59 Kathy Schuler 4202 Heritage Rd Kathy Schuler
- 60 Dennis Schuler " Dennis Schuler

- 61 Wayne Naber 4203 Southlawn Rd. Wayne Naber
- 62 Jean Naber 4203 Southlawn Rd. Jean Naber
- 63 Lindsay Wildebeer 4215 Heritage Rd. Lindsay Wildebeer
- 64 Paula Czarnotzki 4120 Heritage Rd. Paula Czarnotzki
- 65 Darren Dieterich 4004 Heritage Darren Dieterich
- 66 Emily Luttrell-Narigon 3919 Convair Ln. Emily Luttrell Narigon
- 67 Rick Siebrands 3915 Convair LN Rick Siebrands
- 68 Kokilce S. sheth 3909 convair lane cedar falls IA
- 69 Gathy Moo 3827 Convair Lane Cedar Falls IA Gathy Moo
- 70 Randy Schmidt 3830 Convair C.F. Randy Schmidt
- 71 Roberta Schmidt 3830 Convair C.F. Iowa
- 72 Don Walsh 3824 Convair C.F. IA 5061
- 73 Peter Callaghan 3818 Convair C.F. Peter Callaghan
- 74 Thomas Callaghan 3818 Convair Lane C.F. Thomas Callaghan
- 75 Diane Siebel 3721 Convair Lane CF Diane Siebel
- 76 Drew Simpson 107 Devlin Cir CF Drew Simpson
- 77 Kris Hengenga 116 Devlin Circle CF Kris Hengenga
- 78 Monette Hengenga 126 Devlin Cir CF 50613
- 79 Ryan Hengenga 126 DEVLIN CIR CF 50613
- 80 Larry Jensen 206 Devlin Cir. CF 50613
- 81 Therese Schmidt 218 DEVLIN CIR CF 50613
- 82 Neil Hut 224 Devlin Cir CF 50613

Item F.5.a.

- 83 Lois Becker 413 Heritage Rd. Cedar Falls, Iowa
- 84 David A. Becker 413 Heritage Rd Cedar Falls, IA
- 85 Anna Mann 504 Heritage Rd CF, IA
- 86 Ann Mann 504 Heritage Rd CF, IA
- 87 Fred Schoentag 4112 Sturgis Dr. C.F., IA
- 88 J. Wannen 4106 Sturgis Dr. C.F., IA
- 89 Betty Wannen 4106 Sturgis Dr CF, IA
- 90 DASH AT&E 4100 Sturgis Dr. Cf.
- 91 Lisa Johnson 4018 Sturgis Dr CF
- 92 Marty C. Mullins 3913 Sturgis Dr. CF
- 93 Brian McGee 3925 Sturgis Dr. CF
- 94 Ross C. CHAPIN 4003 Sturgis Dr Ross C. Chapin
- 95 Jeff Chapman 2012 Round St CF Jeff Chapman
- 96 Sarah Miller 4013 Sturgis Dr. CF
- 97 Josh Miller 4013 Sturgis Dr. CF
- 98 Chris Ginn 4017 Sturgis Dr CF
- 99 Leb Toyosi 4023 Sturgis Dr CF
- 100 Ken Boyd 4107 Sturgis Dr. CF
- 101 Ann Conkle 4119 Sturgis Dr. CF
- 102 Michael Hudson 4127 Sturgis Dr. CF MAH
- 103 Blair Hudson 4127 Sturgis Dr. CF Blair Hudson
- 104 Barb Horstman 4201 Sturgis Dr. CF Barb Horstman

105 Pen Olson [Signature] 323 Heritage Rd (CF)

106 Trevor Bourg [Signature] 419 Heritage Rd (CF)

107 Julia Bourg [Signature] 419 Heritage Rd (CF)

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Item F.5.a. Kwik Star San Marnan Waterloo IA



Kwik Star Collage Hill Cedar Falls IA





Kwik Star Ansborough Ave and Hyw 20 Waterloo IA



Item F.5.a. Kwik Star 9th and Hyw 218 Waterloo IA



Kwik Star Fletcher Ave. and Hyw 63





Item F.5.a.

Kwik Star Cedar Bend St. and Oakwood Rd. Waterloo, IA



Kwik Star Cedar Bend St. and Oakwood Rd. Waterloo, IA





View from proposed Kwik Star Coneflower site of affected homes



Item F.5.a.

View of proposed site from Spruce Hills Dr.
View from proposed Coneflower site of directly affected homes

Item F.5.a.



Item F.5.a.

P&Z remarks Kwik Star Project

First I would like to thank you for your time and service to the city.

These are copies of the petitions signed, mostly from the affected areas of Main, Balboa and Cordoba Streets. 133 people have signed the petitions, either in person or online, opposing Kwik Stars' plans to build a gas station and car wash at Coneflower and Bluebell. Originals were delivered to David Sturch on October 3rd 2017.

Tonight, I am speaking on behalf of all who signed the petition. I would like to address the many concerns our neighborhood has had over the proposed plans submitted by Kwik Star.

According to Cedar Falls Code, Section 29-164 Mixed Use Zoning, the committee may recommend and city council may: deny the plan, approve as submitted or before approval, may require the applicant, in this case, Kwik Star, to modify, alter, adjust or amend the plan so that the plan preserves the intent of the section, namely to promote public health, safety and general welfare. It is our belief that the committee should DENY the plans because of the excessive impacts the project will have on the neighborhood, specifically environmental and traffic impacts, public safety and the decrease of residential property value.

Excessive environmental impacts and public health effects can occur with the proposed site plan. Excessive impacts could include:

Public health effects of air pollution. Benzene and other compounds are released into the air while pumping gas. Health effects range from nausea to cancer. According to the CDC, long term exposure, a year or more, to benzene causes "harmful effects on bone marrow, decreases red blood cells" which leads to anemia, as well as affecting the immune system.

Elevated air pollution occurs within 300 feet of a gas station, overall air quality is decreased up to 490 feet. Average gas stations release between 146 (summer measure) and 461 (winter measure) parts per billion (ppb) of benzene at the boundary of the site. Drift can occur with benzene levels inside homes less than 328 feet away at 1.9 ppb. Benzene and other vapors will drift with the breeze and affect homes and businesses.

The World Health Organization (WHO) proclaims that there is NO safe level for benzene in the air.

EXHIBIT - 1000 FOOT SENSITIVE AREA AND RECEPTORS

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest **Item F.5.a.**
Greenhill Road and Coneflower Parkway

Our objections include:

- Traffic congestion
- Traffic safety
- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

RECEIVED

OCT 03 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. Penny Popp	4805 S. Main CF	9-17-17
2. Peter Nuzinga	4805 S Main CF	
3. Taylor Eschweiler	120 Balboa Ave CF	
4. Randy Ostby	207 Balboa AVE CF	9.17.17
5. Janet Shea	207 Balboa AVE CF	
6. Styler Dykes	228 Balboa Ave.	9.17.17
7. Garry Furlong	403 Alvarado Ave.	9.17.17
8. Maribel TB	304 Balboa Ave	9.17.17
9. KENNY HERNANDEZ	304 Balboa AVE	9.17.17
10. Julie Craglake	315 Balboa Ave	9-17-17
11. [Signature]	315 Balboa Ave	9-17-17
12. STEVE TRAPOND	320 BALBOA	9/17/17

Item F.5.a. g to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

Our objections include:

- Traffic congestion
- Traffic safety
- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. Austin Craglske	2529 Grand Blvd	9/18/17
2. Christy Ansell	322 Devlin Circle	9-18-17
3. Brock Stubbs	1469 Brookside Dr.	9/18/17
4. Matt Fink	4006 Veralta Dr	9/18/17
5. Mike Cull	322 Devlin Circle	9-18-17
6. Nickie Stubbs	1409 Brookside	9/18/17
7. Ann Fink	4006 Veralta Dr.	9/19/17
8. Kasun Wickmayer	1726 W. 3 rd St.	9/19/17
9. Van Fink	712 E. Seerley Blvd.	9/19/17
10. Jerry Fink	201 Balboa	9/21/17
11. Jerry Fink	201 Balboa	9/21/17
12. David Fink	201 Balboa Ave	9/21/17

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest **Item F.5.a.**
Greenhill Road and Coneflower Parkway

Our objections include:

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- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. <u>Gretchen Tripolino</u>	<u>320 Balboa Ave</u>	<u>9/17/17</u>
2. <u>Mike Savage</u>	<u>312 Cordoba Ave</u>	<u>9/17/17</u>
3. <u>John</u>	<u>219 Alvarado Ave</u>	<u>9/17/17</u>
4. <u>Shirley Dees</u>	<u>" "</u>	<u>" "</u>
5. <u>Chris Curran</u>	<u>4806 Orellana Ave</u>	<u>9.17.17</u>
6. <u>Brian Jo</u>	<u>211 Alvarado Ave</u>	<u>9.17.17</u>
7. <u>Kim Lewelllyn</u>	<u>206 Alvarado Ave</u>	<u>9-17-17</u>
8. <u>Amanda Jackson</u>	<u>427 Balboa Avenue</u>	<u>9/17/17</u>
9. <u>Mark Jackson</u>	<u>427 Balboa Ave</u>	<u>9/17/17</u>
10. <u>STEVE EPHRAIM</u>	<u>327 BALBOA AVE.</u>	<u>9/17/17</u>
11. <u>MARTIN JACOBS</u>	<u>125 BALBOA AVE</u>	<u>9/17/17</u>
12. <u>PATRICIA JACOBS</u>	<u>125 BALBOA AVE</u>	<u>9/17/17</u>

Item F.5.a.

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

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<u>Name</u>	<u>Address</u>	<u>Date</u>
1. <u>Ann Barnard</u>	<u>110 Cordoba Ave</u>	<u>9.17.17</u>
2. <u>MARK Barnard</u>	<u>110 Cordoba Ave</u>	<u>9.17.17</u>
3. <u>Lynn Barnes</u>	<u>118 Cordoba Ave</u>	<u>9-17-17</u>
4. <u>Karen Barnes</u>	<u>118 Cordoba Ave</u>	<u>9-17-17</u>
5. <u>Walt Rogers</u>	<u>4209 S. Main St.</u>	<u>10-1-17</u>
6. <u>Steve Hassman</u>	<u>4111 S. Main St</u>	<u>10-1-17</u>
7. <u>Billy Huss</u>	<u>" "</u>	<u>10-1-17</u>
8. <u>Chiza R. Blair</u>	<u>3925 South Main</u>	<u>10-1-17</u>
9. <u>Jamie L Blair</u>	<u>3125 S. Main</u>	<u>10-1-17</u>
10. <u>Bark Shepard</u>	<u>3911 S. Main</u>	<u>10-1-17</u>
11. <u>Andy Lacey</u>	<u>3819 S Main St</u>	<u>10-1-17</u>
12. <u>Cory Lacey</u>	<u>3819 S Main St Rd</u>	<u>10-1-17</u>

Item F.5.a.

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

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- Traffic safety
- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. <u>Lacie Marsh</u>	<u>4125 S Main CF</u>	<u>9/21/2017</u>
2. <u>Jane Rogers</u>	<u>4811 S. Mai CF</u>	<u>9/21/2017</u>
3. <u>Kathleen Forte</u>	<u>5301 S. Main CF</u>	<u>9-21-2017</u>
4. <u>Joe Brock</u>	<u>4905 S. Main</u>	<u>9-22-17</u>
5. <u>Lam McFarlane</u>	<u>3725 S Main</u>	<u>10-1-17</u>
6. <u>Kevin Chen</u>	<u>3707 S MAIN</u>	<u>10-1-17</u>
7. <u>Shawna Olson</u>	<u>3707 S. Main</u>	<u>10/1/17</u>
8. <u>Dave Williams</u>	<u>4119 S Main</u>	<u>10/1/17</u>
9. <u>Don Mussman</u>	<u>210 BALBOA AVE A-1</u>	<u>10/1/17</u>
10. <u>Judy Mussman</u>	<u>210 Balboa Ave A1</u>	<u>10/1/17</u>
11. <u>Nick Elk</u>	<u>210 Balboa Ave B1</u>	<u>10/1/17</u>
12. <u>Margaret Holland</u>	<u>128 C1 Balboa</u>	<u>10/1/17</u>

Item F.5.a.

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

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- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. <u>Patricia Hellum</u>	<u>128 Balboa Ave Bl</u>	<u>10-1-17</u>
2. <u>Margaret Barnes</u>	<u>208 Cordoba Ave</u>	<u>10-1-17</u>
3. <u>KENDAN KELLY</u>	<u>216 CORDOBA AVE</u>	<u>10-1-17</u>
4. <u>Jill Fisher</u>	<u>203 Cordoba Ave</u>	<u>10-1-17</u>
5. <u>READDON FISHER</u>	<u>203 CORDOBA AVE</u>	<u>10-1-17</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest **Item F.5.a.**
Greenhill Road and Coneflower Parkway

Our objections include:

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- Traffic safety
- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. MICHAEL HALVERSON	3627 S. MAIN ST. C.F.	9/20/2017
2. Rebecca Halverson	3627 S. Main St CF	9/20/2017
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

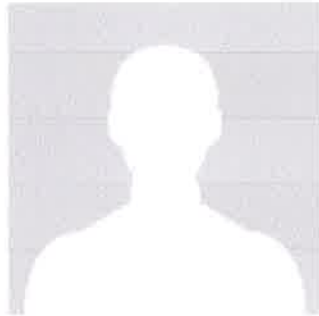
Item F.5.a.

RECEIVED  

OCT 03 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

Objection to Kwik Star



Anonymous  (18) (Comments)

43 Signatures

Goal: 1,000

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

Our objections include:

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- Noise pollution
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Share on Facebook

18

COMMENTS

Filter 

Lillian Sesma United States, Cedar Falls
Oct 01, 2017

SIGN PETITION

Oct 01, 2017

 upvote  reply  show



43 signatures Goal: 1,000

Share on Facebook

18

COMMENTS

Filter ▾

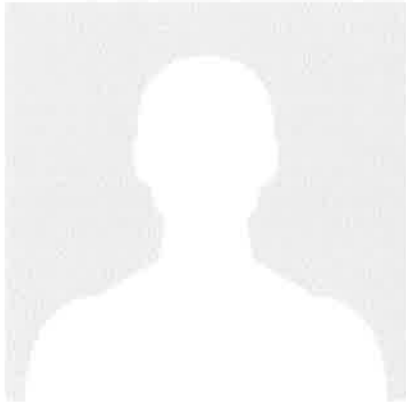


Lillian Sesma United States, Cedar Falls
Oct 01, 2017

← Oct 01, 2017
upvote reply show



I live right across the street and there is too much traffic the way it is right now and with Kwik Star the traffic would be much worse.



Jeff Brock United States, Cedar Falls
Oct 01, 2017

← Oct 01, 2017
upvote reply show



Traffic getting crazy, add to that a new city cop/fire/admin building and it's employees on the corner, crazy



Redgie Blanco United States, Cedar Falls
Sep 30, 2017

← Sep 30, 2017
upvote reply show



This business will increase traffic, which is already an issue for the intersection of South Main St and Greenhill Rd. It will attract additional transients to the area, will encourage loitering, which is very difficult to enforce by the city, and garbage will end up in the road, and in our yards. In addition to this this type of business will bring chemical fumes, noise, light, and trash pollution to our neighborhood.

SIGN PETITION

Rhonda Fedro United States, Cedar Falls
Sep 24, 2017

Item F.5.a.



43 signatures Goal: 1,000

← Sep 24, 2017
upvote reply show



Too much traffic at that intersection.there was an accident there within the month, its our only main entrance..

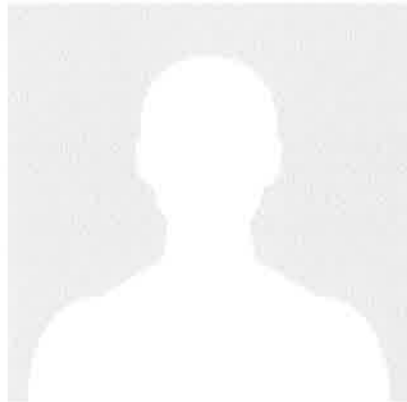


Chris Jackson United States, Cedar Falls
Sep 23, 2017

← Sep 23, 2017
upvote reply show



We do not need high traffic businesses in our residential areas. I would rather seek my own fuel opportunities than fight traffic every time I leave my driveway.

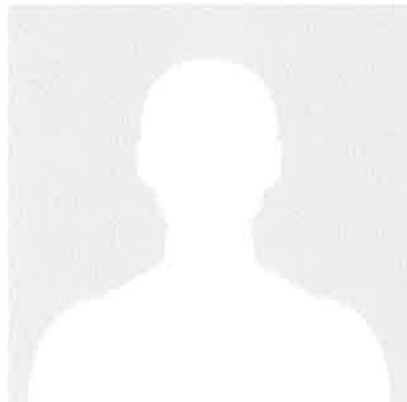


Anonymous
Sep 21, 2017

← Sep 21, 2017
upvote reply show



I do not appreciate having my only entrance to my neighborhood blocked by a gas station.



Louise Heckroth United States, Belleville
Sep 20, 2017

← Sep 20, 2017
upvote reply show



We have plenty enough of that type of store.

SIGN PETITION
Bonnie Poley United States, Louisville
Sep 19, 2017

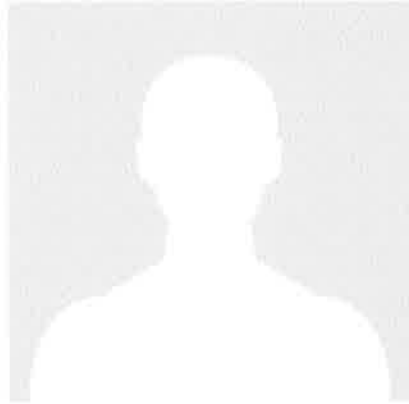


43 signatures Goal: 1,000

← Sep 19, 2017
upvote reply show



As much as I like Kwik Star and would like one closer, this is NOT the right location since it impacts residential areas. Before ANYTHING is added to the area, including the Public Safety building, the Main St./Greenhill intersection needs to be improved for safety.



Anonymous
Sep 19, 2017
← Sep 19, 2017
upvote reply show



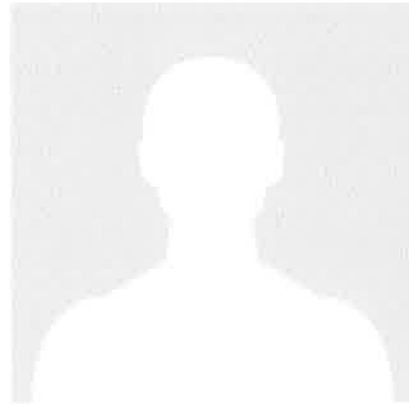
Not a suitable area for a convenience store. Add to the objections: Hours of operation.



Jane Obermeier United States, Johnston
Sep 18, 2017
← Sep 18, 2017
upvote reply show



The area already has a high traffic concern so the thought of adding another reason for additional traffic does not make any sense. Plus a gas station/convenience stop does not fit the dynamics of the neighborhood.



Randy Husted United States, Cedar Falls
Sep 18, 2017
← Sep 18, 2017
upvote reply show



Concerned about an increase in traffic and crime.

SIGN PETITION
Karen Johns United States, Cedar Falls
Sep 18, 2017

Item F.5.a.

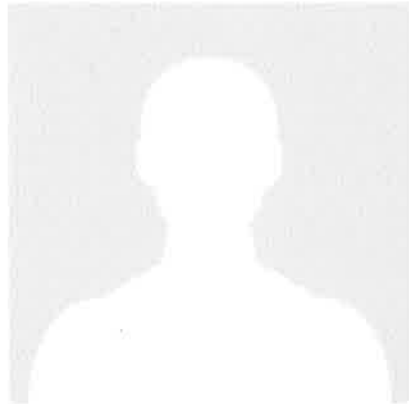


43 signatures Goal: 1,000

← Sep 18, 2017
upvote reply show



We do not need or want this in our area.

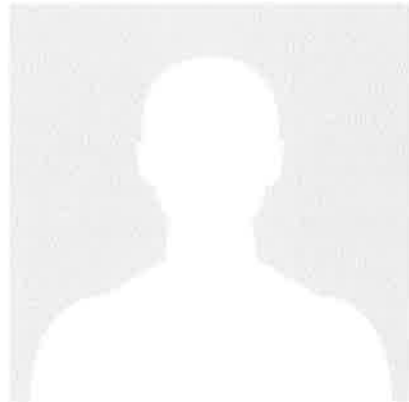


Craig Johns United States, Cedar Falls
Sep 18, 2017

← Sep 18, 2017
upvote reply show



We do not need or want this in our area.

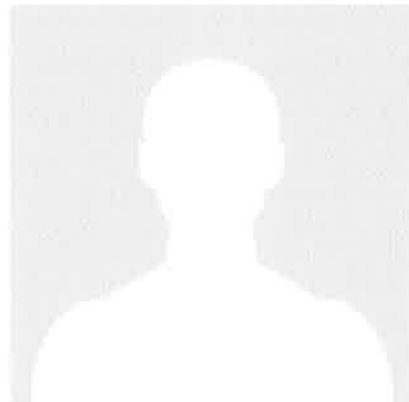


Jeffrey Stuart Earle United States, Sevierville
Sep 18, 2017

← Sep 18, 2017
upvote reply show



I oppose the addition of the proposed gas station on the corner of Greenhill and Main due to traffic congestion, Only ONE entry point to and from the neighborhood as well as general public and pedestrian safety



Angela Burk United States, Cedar Falls
Sep 18, 2017

← Sep 18, 2017
upvote reply show



The El Dorado and Western Home Communities should not be subjected to additional light pollution and increased traffic. We already have enough gas stations within a mile radius of that site to serve the community's needs.

SIGN PETITION
Lydia Mustafic United States, Cedar Falls
Sep 18, 2017

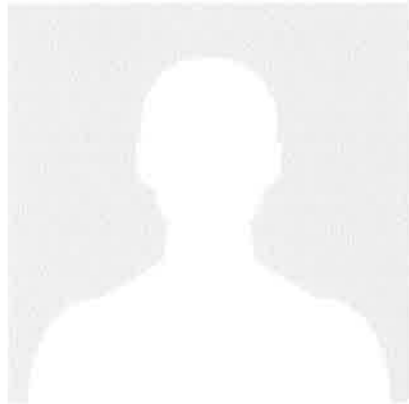


43 signatures Goal: 1,000

← Sep 18, 2017
upvote reply show



I live in the El Dorado neighborhood. The intersection of Main and Greenhill is already a bottleneck. The increased traffic will increase my morning commute and contribute to my family's stress each morning. The increase in noise and pollution and further commercialization of the area will also be detrimental to our peace and health and our home values.

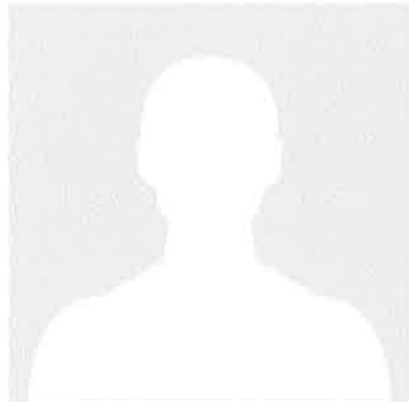


Daniel Christoffer United States, Cedar Falls
Sep 18, 2017

← Sep 18, 2017
upvote reply show



The Greenhill and Main intersection is bad enough without the gas station.



Debra Raymond United States, Cedar Falls
Sep 18, 2017

← Sep 18, 2017
upvote reply show



Garbage blowing around from the dumpsters as well as the items listed.

COMMENT*

Add comment

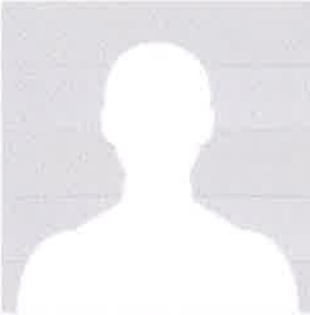
Cancel

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Item F.5.a.

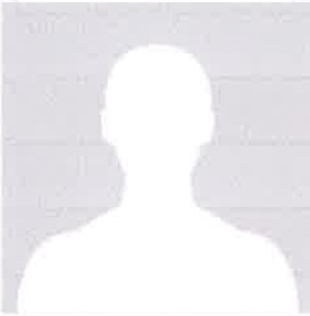
43

SIGNATURES

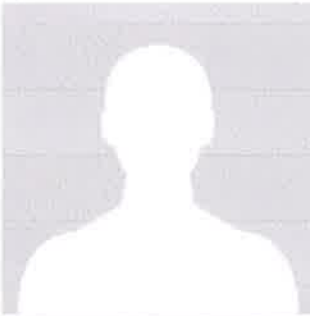


20 minutes ago
Elisabeth Brock United States
20 minutes ago

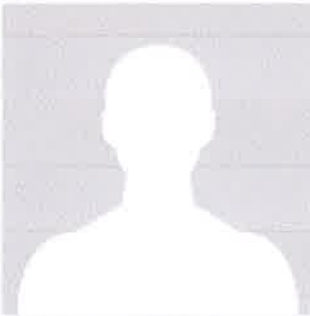
4905 S. Main



14 hours ago
Lillian Sesma United States
14 hours ago

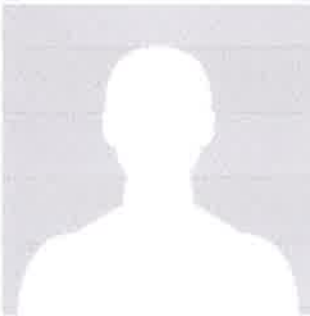


19 hours ago
Gene Janssen United States
19 hours ago



2 days ago
Carol Nemmers United States
2 days ago

5045 Nordic Ridge Dr.

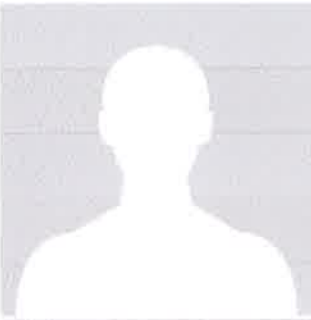


2 days ago
Jeff Brock United States
2 days ago

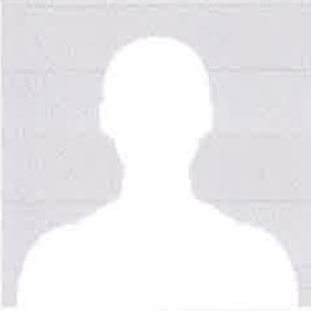
4905 S. Main

2 days ago
Dave Deibler United States
2 days ago

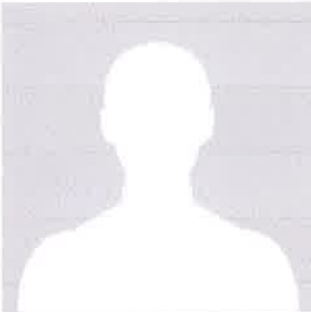
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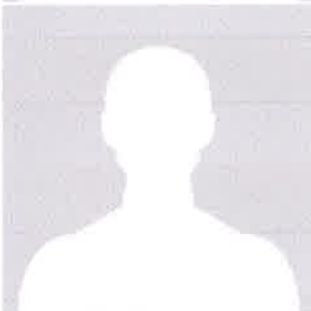
2 days ago
Janet Despard United States
2 days ago



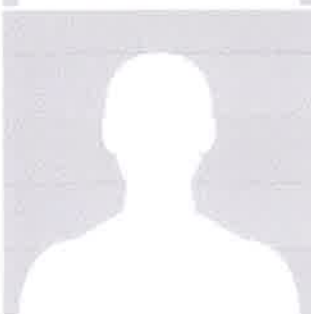
2 days ago
Salem Fauser United States
2 days ago



2 days ago
Amanda Owen United States
2 days ago



4941 Kylie Ct.



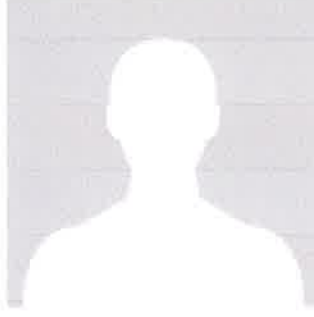
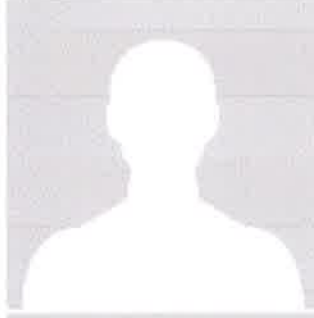
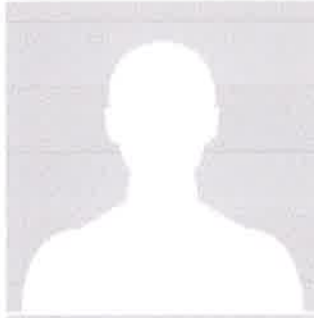
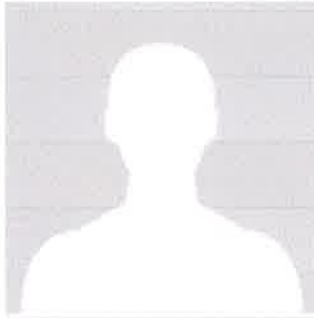
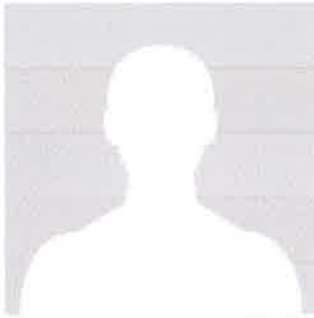
3 days ago
Redgie Blanco United States
3 days ago

318 Alvarado

3 days ago
Alice Janssen United States
3 days ago

SIGN PETITION

Item F.5.a.



1 week ago
Rhonda Fedro United States
1 week ago

Quesada Ave

1 week ago
Chris Jackson United States
1 week ago

2 weeks ago
Louise Heckroth United States
2 weeks ago

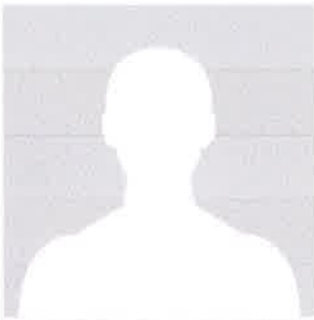
2 weeks ago
Timothy Raymond United States
2 weeks ago

213 Balboa

2 weeks ago
Bonnie Poley United States
2 weeks ago

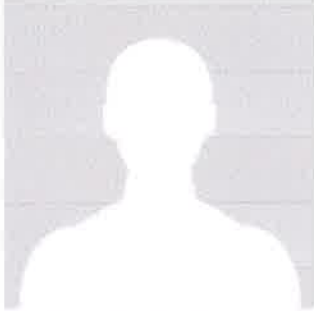
109 Cordoba

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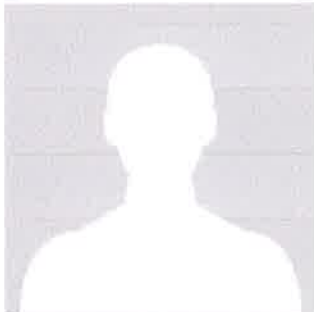


2 weeks ago
Wesley Poley United States
2 weeks ago

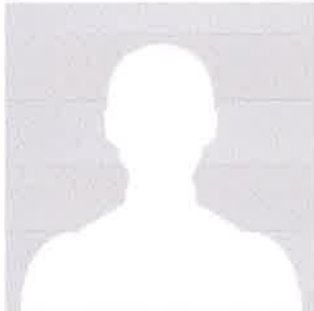
109 Cordoba



2 weeks ago
Shane McCollow United States
2 weeks ago

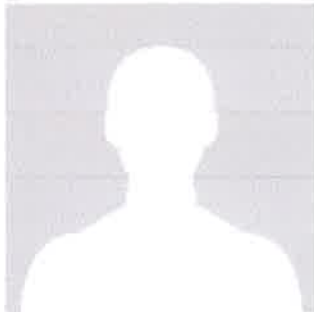


2 weeks ago
Pat Boe United States
2 weeks ago



2 weeks ago
Beth Weber United States
2 weeks ago

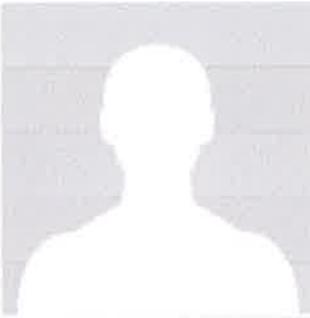
5055 Nordic Ridge Dr.



2 weeks ago
Jane Obermeier United States
2 weeks ago

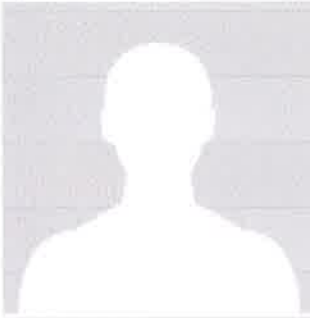
SIGN PETITION

Item F.5.a.

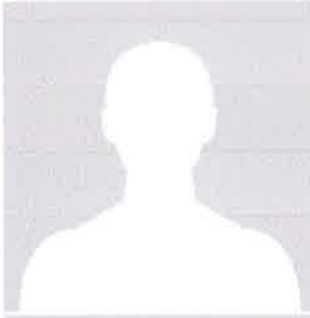


2 weeks ago
Misty Reinard United States
2 weeks ago

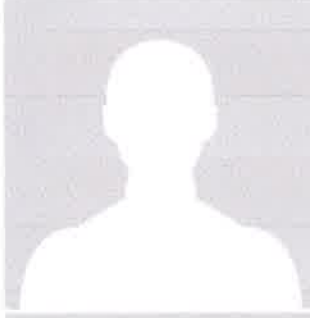
5035 Kael Trl.



2 weeks ago
Lee Ann Remetch United States
2 weeks ago

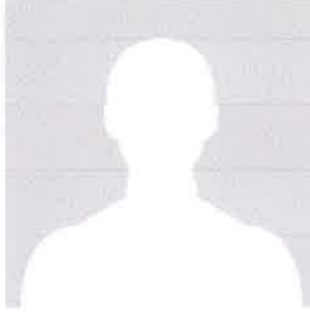


2 weeks ago
Randy Husted United States
2 weeks ago



2 weeks ago
Karen Johns United States
2 weeks ago

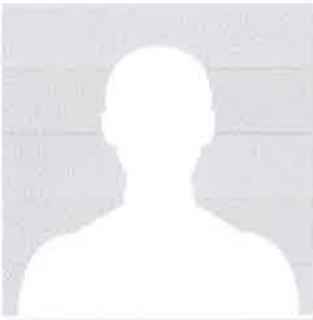
4504 Coronado Ct.



2 weeks ago
Craig Johns United States
2 weeks ago

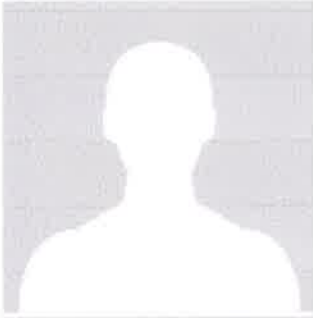
4504 Coronado Ct.

SIGN PETITION



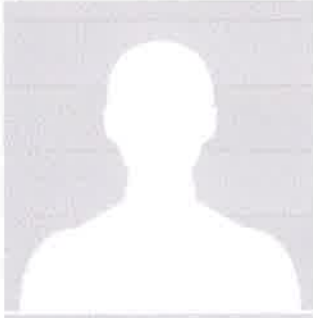
2 weeks ago
Jeffrey Stuart Earle United States
2 weeks ago

4720 Orellana

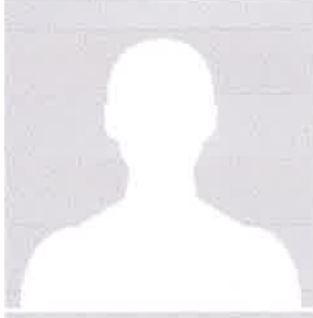


2 weeks ago
Angela Burk United States
2 weeks ago

323 Cordoba

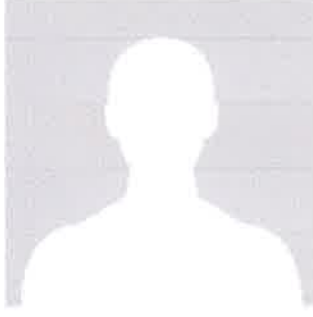


2 weeks ago
Lydia Mustafic United States
2 weeks ago



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Daniel Christoffer United States
2 weeks ago

210 Balboa B2

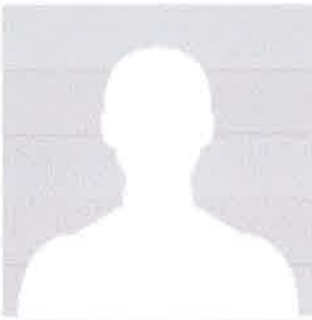


2 weeks ago
Debra Raymond United States
2 weeks ago

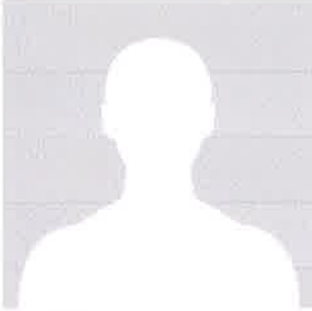
213 Balboa

SIGN PETITION

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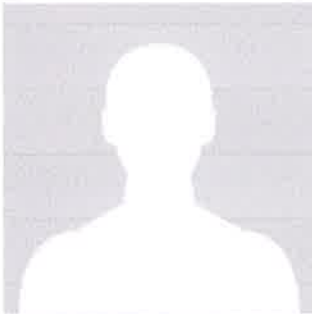


2 weeks ago
Tiffany Tott United States
2 weeks ago



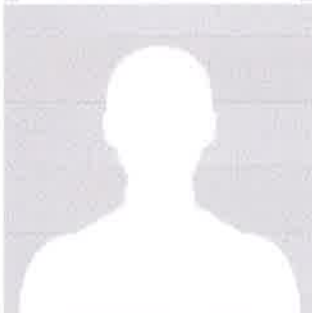
2 weeks ago
Kim Jackson United States
2 weeks ago

4500 Quesada Ct.



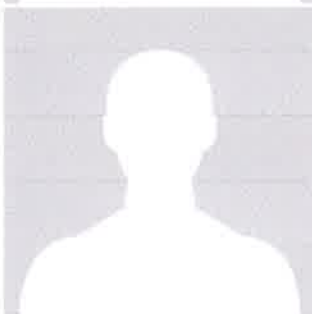
2 weeks ago
Dustin Reinard United States
2 weeks ago

5035 Kael Trl.



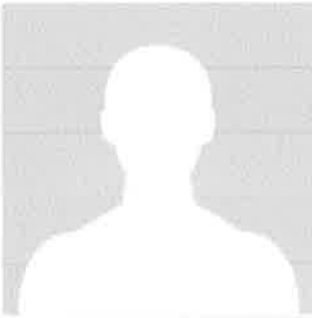
2 weeks ago
Joey Miller United States
2 weeks ago

5001 S. Main



2 weeks ago
Sue McBroom United States
2 weeks ago

SIGN PETITION



2 weeks ago
Alyson Myers United States
2 weeks ago



SIGN PETITION

KWIK STAR SITE PLAN REVIEW
 PETITION OPPOSING LOCATION

OCT 4 2017

DEVELOPMENTAL SERVICES
 DEPARTMENT

We, the below signed, oppose the proposed location of a new Kwik Star at the corner of Greenhill Road and Coneflower Parkway because of high volume traffic, lack of noise mitigation for car wash blowers, a 24 hour 7 day a week gas station does not fit with the established professional office culture, also overnight lights, increased litter and pollution concerns.

Name	Address
1 Cheryl Medrow	4201 Stewart Lane, CF
2 Ronald A. Wacker	4107 Stewart LN, CF
3 Carol J. Fisher	4103 Stewart Lane, CF
4 Roger & Trish	502 Melendy Lane C.F.
5 Barb Givonta	507 Melendy CF
6 Aaron Nugent	518 Melendy CF
7 Jaime Nugent	518 Melendy CF
8 Lisa Bartholomew	522 Melendy Lane CF
9 Dan Goffe	4104 Stewart Ln. CF
10 Rodene Layton	4104 Stewart Ln. C.F.
11 R.M.	4117 Stewart Ln C.F.
12 Bob A. B.	4218 Stewart LN C.F.
13 Jeff F.	4312 Stewart Ln C.F.
14 J. H.	4301 Stewart Ln CF
15 Kevin H.	4301 Stewart lane CF
16 Dina F.	301 Spruce Hill Dr. CF

Kwik Star Site Plan Petition OPPOSING Site

- 17 Ronald D. Droy 301 Spruce Hill Dr CF
- 18 RANDY BERNING 319 SPRUCE HILLS
- 19 KIM CTA OBOBAC 415 SPRUCE HILLS
- 20 Spudy Quetzel 427 Spruce Hills
- 21 Ann Horide 425 spruce hills Dr
- 22 Haley Parker 519 Spruce Hills Dr.
- 23 Amy Dylis Conlin 4305 Stewart Lane
- 24 ~~John Smith~~ 424 SPRUCE HILLS DR
- 25 Stacy Gardner 424 Spruce Hills Dr
- 26 ~~John Smith~~ 410 Spruce Hills Dr
- 27 ~~John Smith~~ 406 Spruce Hills Dr
- 28 Nancy Fairbanks 405 Spruce Hills Dr.
- 29 Joshua Graves 318 Spruce Hill Dr.
- 30 Fay 302 Spruce Hills Dr
- 31 Tanner McCormack 224 spruce Hills Dr.
- 32 KATY McCormack 4022 Southlawn Rd
- 33 Terrie Dixon 218 Spruce Hills Dr
- 34 George Dixon 218 spruce Hills Dr.
- 35 Asheey Stout 206 spruce Hills Dr
- 36 Mike Stout 206 Spruce Hills Dr
- 37 Wendy Nicks 4201 Spruce Hills Dr.
- 38 Rebecca Rinehart 4227 Spruce Hills Dr
- 39 Ron Rinehart 4227 Spruce Hills Dr.

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40 39	Sandra Ferguson	4303 Spruce Hills ³ Dr Cedar Falls, IA
40	John Jones	4303 Spruce Hills Dr. C.F.
42 41	Melani McElroy	4309 Spruce Hills Dr. C.F.
43 42	Brian McElroy	4309 Spruce Hills Dr. C.F.
44 43	Grant Erb	201 Spruce Hills dr
45	Aneesa Babean	201 spruce hills Dr
46	Kurt Schmitt	211 Spruce Hills Dr.
47	Coleen Wagner	217 Spruce Hills Dr.
48	Mike	217 Spruce Hills Dr.
48	Bridget Bakula	306 Spruce Hills Dr.
5049	Tam Bakula	306 Spruce Hills Dr
50	Lee Engen	4906 Bluebell Rd
51	Marlene Engen	4906 Bluebell Rd
53	Jani Rothlisberger	5203 Sweet Basil Lane
54	John	5203 Sweet Basil Lane
56	Bev Branch	4914 Bluebell R
56	Lorraine Crotty	4916 Bluebell Dr
57	Wendell Crotty	4916 Bluebell
58	for Rick	4931 Bluebell Rd.
58	Jack Novelson	5107 Bluebell Rd,
60 59	Nirry Bunt	211 Alvarado
61		

- | | | |
|----|-------------------|-------------------|
| 61 | LeRoy Bierwirth | 5027 Bluebell Rd. |
| 62 | William B. Muecks | 303 Iris Dr |
| 63 | Bobby Thompson | 311 Iris Dr. |
| 64 | Marian Brandt | 301 Iris Dr |
| 65 | Daniel Brandt | 301 Iris Dr |
| 66 | CLIFFORD SUND | 209 Iris |
| 67 | Kenn Sund | 209 Iris |
| 68 | Gen J. Durbin | 203 Iris |
| 69 | Durbin | 201 IRIS |
| 70 | Karen A. Page | 149 Iris |
| 71 | Cindy Glasener | 204 Iris |
| 72 | Daniel Glasener | 204 Iris |
| 73 | Louis Wisknepper | 212 Iris |
| 74 | John H. Facht | 222 TRIS |
| 75 | Judy Facht | 222 Iris |
| 76 | David Speer | 302 Iris |
| 77 | Richard Beener | 302 Iris |
| 78 | Ruth Peterson | 304 Iris |
| 79 | James J. Peterson | 304 Iris |
| 80 | Dorothy Maysen | 4924 Bluebell |
| 81 | June Green | 4934 Bluebell |
| 82 | Elton Green | 4934 Bluebell Rd. |

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- 83 Karen Mukai 5006 Bluebell C.F.
- 84 Tom Mukai 5002 " " "
- 85 Joanne Tefft 5313 Caraway Ln #305 C.F.
- 86 Robert C. Tefft 5313 CARAWAY LN. #305 CF
- 87 Asim Saric 325 Spruce Hills
- 88 Julie Kelly 223 Spruce Hills Dr. CF
- 89 Kushi Anhalt 205 Spruce Hills Dr. CF
- 90 Gary McCormack 123 Spruce Hills Dr., CF
- 91 Linda McCormack 123 Spruce Hills Dr. CF
- 92 Michael Whelan 119 Spruce Hills Dr. CF
- 93 Tony Ruiz 4205 Spruce Hills Dr. C.F.
- 94 Lynn Kopp 523 Spruce Hills Dr. CF
- 95 Mary Rhoades 4118 Stewart Lane C.F.
- 96 Kim Rhoades 4118 STEWART LANE -CF
- 97 Kristi Tibben 4105 Stewart Ln, CF
- 98 Mary Wallingford 312 Spruce Hills Dr. CF. Mary Wallingford
- 99 EUGENE WALLINGFORD 312 SPRUCE HILLS DR, CF Eugene Wallingford
- 100 Jon Ericson 402 Spruce Hills Dr., CF (Ericson)
- 101 ~~Vanny Barfels~~ 305 Spruce Hills Dr. CF
- 102 Dan Barfels 305 SPRUCE HILLS DR. CF
- 103 ~~Laron A. Barfels~~ 4226 Spruce Hills Dr. CF
- 104 Cassie Sells ↓

- 105 Deb Mahler 4226 Spruce Hills Dr
- 106 J. Kucha Mc Lee 4224 Spruce Hills
- 107 Alec Gulidden 4218 Spruce Hill Dr
- 108 Kelly Nechazel 4211 Spruce Hills Dr
- 109 Nancy Semet 4111 Spruce Hills Dr,
- 110 Jeremy Fischer 4021 Spruce Hills Dr
- 111 Mark Pingel 4112 Spruce Hills Dr.
- 112 Linda Pingel 4112 Spruce Hills DR
- 113 Russell Schuler 4117 Spruce Hills Dr
- 114 Serena Reynolds 4206 Spruce Hill Dr.
- 115 Kent Maccero 4208 spruce hills dr.
- 116 Brandon Nosek 4206 Spruce hills dr
- 117 JM Courten 4212 SPRUCE HILLS DR
- 118 Bob Roeder 4214 " " "
- 119 Beth Paulson 121 Maryhill Dr
- 120 John Paulson 121 Maryhill Dr
- 121 Ashley Stout 206 Spruce Hills Dr
- 122 Marilyn Baez 4307 Briarwood Dr
- 123 Dennis L Gade " " "
- 124 J. Kucha 3220 Nye Ct
- 125 M. Kucha "
- 126 Alex Six 4524 Colorado Ct.

Item F.5.a.

- 127 Ogbondah 4513 Coronado Ct.
- 128 Baer 4607 Coronado Ct.
- 129 Swift Tumbler 41613 Coronado ct.
- 130 Jeffang Bay 309 Cobboka AVE
- 131 Tony Ruiz 4205 Spruce Hills Dr.
- 132 Cheryl Payne 4118 Spruce Hill Dr. CF
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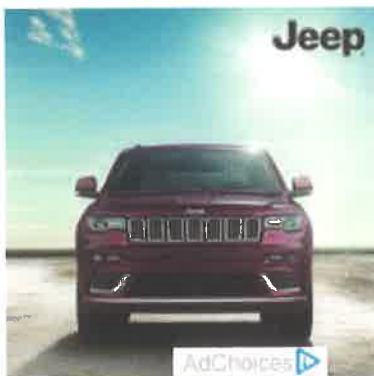


An aerial rendition shows the proposed location of a new public safety building in southern Cedar Falls.

InVision Architecture

Mayor Jim Brown said it's time to proceed with the project at the South Main site, and he believes there's enough public support for it as well.

2 of 5



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Item F.5.a.

From: Denise Flory
Sent: Friday, December 01, 2017 9:23 AM
To: L. Saul; David Sturch
Subject: Re: Kwik Star and Fareway plans part 2

I should also add, regarding the changing of Kwik Star to lots 32 and 33, the homes that back Greenhill across from those lots are shielded from noise and light pollution by a 6 to 8 foot earthen berm with another 5-6 foot double wooden fence. The homes that back Greenhill across from lots 33 and 34 have only 3 diseased ash trees and a drainage area of cat tails as noise and road pollution mitigation. Since the change from MU to commercial zoning occurred in 2015, after the building of the 3 homes on Spruce Hills, and these commercial developments will increase noise and light pollution, increase litter, and reduce area real estate values, an earthen berm or other mitigation should be offered.

Sincerely,
Denise Flory
301 Spruce Hill Dr
Cedar Falls

From: Denise Flory
Date: 12/1/17 00:01 (GMT-06:00)
To: L. Saul David.Sturch@cedarfalls.com
Subject: Kwik Star and Fareway plans

Dear Ms Saul and Mr. Sturch;

I oppose the proposed placement of Kwik Star and Fareway in lots 32, 33 and 34 in Pinnacle Prairie Business Center North subdivision, based zoning changes, on current traffic concerns for the Greenhill and South Main area, and based on planned growth and timing of proposed development with planned road construction and reconstruction.

As written by the Cedar Falls Department of Community Development, in 2014 "staff met with the developer to discuss changes that have occurred since the rezoning and the importance of updating the Master Plan". This update, to change the northwest section, lots 32, 33 and 34 from mixed use to commercial was formally adopted by Planning and Zoning and the City Council in Spring 2015. I do not recall, as a homeowner in the area, receiving notice of any proposed zoning change. This was wrong, oversight or not. When our home was built in 2008, we had the knowledge that with Mixed Use, professional or medical offices and businesses similar to those in the area would fill the open lots. We relied on that information to our detriment. Having a 24 / 7 gas station with a car wash with exit blowers facing residences along Greenhill does not fit with the existing development. There are currently no other 24/7 businesses in the immediate area. I understand the Public Safety Building will be operational all the time but it will not have the ongoing traffic, lights or noise pollution of the gas station.

Secondly, and this is a broken record, the traffic at Greenhill and South Main is very dense and concerning at times. With the changes to University Avenue, Greenhill has become busier. I do not have traffic studies to site, only the view from my back windows and yard, daily walking of the

Item F.5.a.

trails, and driving from Estate Drive onto Greenhill. There are 5 traffic signals between 58 and Cedar Heights. With more developments along Greenhill, traffic control is critical. I understand in the next year or 2, changes will occur to "improve" the Greenhill / South Main flow of traffic. It is during that same time frame that Greenhill and HWY 58 will undergo planned changes. Planned development in the Greenhill / South Main area now include the new Public Safety Building that will need to respond to emergencies using South Main, Greenhill and Bluebell/Coneflower, the housing in the Sands Development, the Fairbanks Development, the developments by Candeco Church, Western Home expansion and other developments in Pinnacle Prairie. Each of these developments brings tax dollars to the city and traffic. A grocery store is a destination, a gas station is a destination. These two commercial developments will draw even more traffic to Greenhill and South Main.

I have heard that the businesses will pay for changes to the road to provide turn lanes. Why are turn lanes necessary? People can simply go to the light at South Main / Greenhill and make their way to Fareway and Kwik Star or make the turn at Coneflower as it is. Sure, it will take time. Traffic should be slower there because of the decrease in lanes from 4 to 3 between Coneflower and South Main that allows for the turn lane at the light. Of course, more traffic on South Main will interfere with traffic exiting Eldorado Heights. I understand that widening Greenhill for proposed turn lanes would be on the north side - closer to the established homes instead of in the currently undeveloped lots. I oppose this. I am not eager to have Greenhill Road any closer to my backyard than it already is and the infected ash trees on city property do not provide any noise mitigation.

In November, I and Kathy Barfels submitted a neighborhood petition with 132 names opposing Kwik Star at lots 34 and 33 because of high volume traffic, lack of noise mitigation for car wash blowers, a 24 hour 7 day a week gas station did not fit with the established professional office culture, the overhead lights, increased litter and pollution concerns. This list was given to David Sturch, city planner, prior to what we thought was the next P & Z meeting with Kwik Star on the agenda. That meeting ultimately was about the Public Safety Building. I understand that 2 other petitions were also provided to Mr. Sturch at or around that time.

If the area resident concerns are not heard and this commercial development continues, I would request again, that Kwik Star put the exit of the car wash to face Bluebell and install large pine trees or a fence specifically for noise mitigation, and be closed during the overnight hours.

I also suggest moving Kwik Star to the corner of Greenhill and South Main, with the entry / exit closer to the Bluebell side on lots 33 and 32. Allow Fareway to develop lots 33 and 34. I believe that Fareway, which operates reasonable daily hours, and is closed on Sundays and holidays, would be a better neighbor.

The intersection at South Main and Greenhill would work better if turn arrows and traffic patterns were installed and operated much like the intersection signal lights at Cedar Heights and Greenhill. I do not understand why this has not been done.

I would also suggest closing Estate Drive, which is only 1 block long but a point of entry and exit for Heritage Hills Development. Now that Pinnacle Drive is complete linking with Spruce Hill, Steward Lane and Melendy, traffic can flow in and out through that signaled intersection. Closing Estate Drive, which is directly across from Coneflower, would reduce entry and exit traffic onto Greenhill, making Coneflower less difficult to enter and exit. In directing traffic to Pinnacle Drive, it is possible that more traffic would use Pinnacle Drive to access 58 or Ridgeway or 20 instead of Greenhill / South Main / 58.

I thank the Planning and Zoning Commission and the Planners in Community Development for the work that is done. You have an important role in discerning whether and how submitted plans will serve the city and its citizens. There is a balance between development and quality of life. I know that this proposed development of Kwik Star and Fareway in the proposed lots will have a negative impact my family's quality of life.

Sincerely,
Denise Flory
301 Spruce Hill Dr

Item F.5.a.

From: Dan Barfels
Sent: Monday, December 04, 2017 7:17 PM
To: David Sturch
Subject: Fwd: Kwik Star

Sent from my iPhone

Begin forwarded message:

From: Dan Barfels
Date: December 4, 2017 at 6:08:50 PM CST
To: "David.Struch@cedarfalls.com" <David.Struch@cedarfalls.com>
Subject: Kwik Star

David,

Thank you for taking my phone calls. I have a list and will consolidate my concerns into bullet points for brevity.

1. Property values are diminished by the potential of a Kwik Star across from my home. Realtor shared potential buyers backed out of purchase because of Kwik Star building on Coneflower.
2. If Kwik Star is going to do business at Coneflower or South Main & Greenhill, I ask that hours of operation cease during the nighttime hours. I also ask that carwash hours cease by 9 pm, flip the design so the carwash exits onto Bluebell or eliminate the carwash totally.
3. Greenhill is now the new University. And we now have 5 stoplights between 58 and Cedar Heights.
4. Other locations within Pinnacle Prairie would be better suited to Kwik Star, such as area by Menards and Viking, along Prairie Parkway by Unity Point complex or switch proposed placement of Kwik Star with the proposed Fareway location.
5. Traffic is steadily increasing on Greenhill. Recently, with the opening of Candeo Church with a multitude of worshipers, overflow parking now parks on Faith Way Dr. Sunday morning traffic on Greenhill is now very busy. Fareway is closed on Sundays, late nights, and on holidays so it would not impact the Sunday morning traffic like a Kwik Star.
6. Please note the petitions opposing Kwik Star that were previously submitted.
7. Traffic concerns from current and future developments from Hwy 58 to Cedar Heights along Greenhill are: Sands, Heritage Hills, Western Home, Whispering Pines, Oster Development, Green Creek Addition, Pinnacle Prairie, and Kyle Larson's development. This does not include the Public Safety Building and the proposed Kwik Star and Fareway.

Item F.5.a.

8. Turn lanes should not be added to Greenhill at Cornflower or Estate Dr. These will impact established bike / walking trails and create more congestion in an area where the traffic lanes are reduced for the stop light at South Main and Greenhill. Lights at Prairie Parkway and also at South Main will facilitate any traffic into developments on Coneflower, Bluebell and Rye.
9. No businesses from Hudson Rd / Greenhill to 218 / Greenhill operate 24 hours a day. Such a business would not fit with current neighborhoods.
10. A "Gentleman's Word" was given regarding the development of lots 32-34 that it would be businesses similar to those already in Pinnacle Prairie, also as shown on the billboard at South Main and Greenhill depicting a vibrant business area - NOT GAS STATIONS. A "Gentleman's Word" regarding the Arbor traffic not using Erik Road was given to Stephanie that she shared at the Sept or Oct P&Z meeting. Whose "Gentleman's Word" is one to rely upon?

Thank you for your time and consideration.
This is a safety and quality of Life concern.

Sincerely,
Kathy Barfels
305 Spruce Hill Dr
Cedar Falls, IA

Item F.5.a.

From: margaret holland
Sent: Monday, December 11, 2017 3:35 PM
To: David Sturch
Subject: Community Development- Kwik Star and Fareway

David,

I live at 128 Balboa Ave, C1 and I am writing to comment on the proposal to built a Kwik Star and Fareway near the intersection of South Main and Greenhill. I am opposed to both of these proposals. The plan for the entrance to the Fareway off S Main will create a problem turning onto and off of Balboa. The traffic in that area is already a problem for those of us on Balboa, partly because Balboa is close to Greenhill and cars are accelerating from being stopped at the light. More traffic in that small area will lead to more accidents. The Kwik Star will generate more traffic and be open long hours. Both of these plans are inconsistent with what we were told would be built on those lots. Plus the design is not in keeping with the prairie style. I hope that the city decision makers will take the concerns of city residents into account and not be solely focused on the desires of the business community.

Thank you,
Margaret Holland

From: Gowans, Doug
Sent: Tuesday, December 12, 2017 4:30 PM
To: David Sturch
Subject: Site Plan Concerns: Fareway / Kwik Star

David,

Thanks for contacting me, regarding the Site Plan Review for the proposed Kwik Star and Fareway Grocery Stores.

I just want you and the Planning and Zoning Commission to know that **I am NOT in favor** of these two stores locating at the Greenhill Road and S. Main Street location. As a resident of Eldorado Heights, 506 Balboa Ave., I oppose this type of construction because I do not believe it fits well with the general office / professional services types of businesses that are currently located in this area.

Let's keep our Retail Trading types of businesses in our existing RTZ areas: Downtown, University Ave., College Hill and the Industrial Park. Spreading retail businesses and retail services throughout the city is not effective or efficient planning in my opinion.

Opening this corner up to retail development will also effect the traffic flow on South Main, Green Hill Road and Balboa Ave. Adding additional traffic (vehicle and pedestrian) at the South Main/Greenhill and Balboa Ave intersections is not a good idea. That intersection is already a traffic hazard.

Thanks again for talking with me on the phone. I hope the P&Z will reject the idea of development of this intersection for these types of businesses.

Best regards,

Doug Gowans and Julie Gowans,
506 Balboa Ave.
Cedar Falls

Item F.5.a.

P&Z remarks Kwik Star Project

The Environmental Protection Agency (EPA) has also established a health risk between gas stations and sensitive areas. Sensitive Areas are identified because of pollutants, toxins and pesticides used in the surrounding area and the adverse effects on the surrounding population. Sensitive areas include medical facilities, schools, and elderly housing. These sensitive receptors are more susceptible to the effects of exposure to toxins and other pollutants. The EPA also suggests that no gas station should be within 1000 feet of a school due to long term exposure risks. If schools are at risk at 1000 feet, then other sensitive receptors are at risk. Remember, Arrowhead Medical Center is right across the lane. And to put that in terms that everyone can visualize, many homes directly north of Greenhill are affected. Homes on Main and Balboa are also affected. If the proposed Fareway and Public Safety Building are completed, they too are affected. Would this be a violation of public health?

Water Resource Impacts

A severe threat to ground and surface water occurs on or near a gas station site. Contaminant levels in water runoff from a gas station are 5-30 times higher than residential runoff.

EXHIBIT - (a)195 LUST 15 MILE RADIUS, (b)CLOSER VIEW, LUST IN CEDAR FALLS

Fuel storage tanks can and will leak. As of October 1, 2017, 195 locations exist within a 15 mile radius of the proposed site that have leaking underground storage tanks or LUST. This means the stored gasoline is actively leaking into the surrounding areas' soil and water. For example, Caseys has 6 sites leaking, 2 are in Cedar Falls. Kum & Go has 5 sites leaking, 3 are in Cedar Falls. Kwik Star has 15 sites leaking, 1 of which is in Cedar Falls. Kwik Star seems to have double the sites that have had leaking tanks. We need more information on why this company seems to have excessive leakage problems from the storage of gasoline. More information on these sites can be found at the Iowa Department of Natural Resources under LUST sites.

Spillage at gas station pumps can reach 40 gallons per year through incidental leakage. Incidental leakage is the drop or two of gas that falls from the pump when you pull it out of the tank or perhaps you overfilled your tank and gas spilled down the side of your car. Gas will also percolate through the concrete pad into the ground water and into the local water table.

A study found in the Journal of Contaminant Hydrology (Vol 170 pp39-52, 9/14) looks at the leakage of gasoline into the concrete underpad of gas stations as well as vapors that drift into the air. This study shows over the lifetime of the station, the underpad accumulates excessive amounts of gasoline and other byproducts that will leak into the soil and groundwater.

P&Z remarks Kwik Star Project

That leads us to our Dry Run Creek Watershed.

Dry Run Creek is an impaired watershed in our city. Since 2002, Dry Run Creek has been listed on the States' 303 (d) list of impaired waters due to the lack of diversity and abundance of aquatic life. 2008 saw the addition of bacterial impairment, which is a suspected E Coli contamination from the Pet Park on Main, according to a water quality expert at CFU and the Blackhawk County Soil and Water Conservation District.

EXHIBIT - STORM WATER MANAGEMENT FLOW, CHANNEL

The proposed site, which is located in the Dry Run Creek watershed, also provides for a storm water management area that will be a open bottom basin for excess water. This area is along Greenhill. The basin will drain into the existing storm water management area to the east. For those of you who are not familiar with this, all of the chemicals, pollutants, garbage and rainwater are deposited into this basin which carries the water under Greenhill, north to a exposed concrete bottom channel. As the water continues to Dry Run Creek, and eventually the Cedar River, the channel becomes open bottom. Any pollutants or chemicals are now able to percolate into the soil or be carried further into Dry Run Creek itself. What will happen if and when a spill does occur? All of the gasoline will be washed into the Dry Run Creek Watershed.

I would be leary of open water flowing through the channels, the safety and welfare of the children who live and play in the area, soil conditions, and not to mention the impact on wildlife.

Also, directly at the site, is the probablitiy of the local water table being containimated. Our water table runs 3-6 feet below the surface of the soil. Long range impacts could include contamination of ground water in the water table through chemical agents generated by the operation of the site, traffic, as well as additional containimation from de-icing agents.

EXHIBIT - SOURCEWATER PROTECTION AREA MAP

The proposed site also sits just outside of our Sourcewater Protection Area (SWP). A SWP is an area identified as providing drinking water for the city and where excessive building and overuse of the land could pollute or pose a risk to the water supply. If you look at the map, SWP exists over much of Cedar Falls. With the completion of Caseys, 9/10ths of a mile west, we believe this project could be deemed a hazard and redundant business.

For these environmental impacts, we would request specifics from Kwik Star on all open LUST cases in Blackhawk County, and perhaps the State of Iowa. This way the City can fully

Item F.5.a.

P&Z remarks Kwik Star Project

integrate all relevant information and make a more informed decision on this project. Communication with surrounding towns may also be beneficial to establish the active or inactive participation of Kwik Star in concluding matters and mitigation surrounding other open LUST cases.

Environmental impacts have long range implications on the community. Controlled, proper growth must be maintained to achieve goals set out by our City's vision. We ask the committee to DENY this project due to excessive environmental impacts and the effects on public health, welfare and safety.

EXHIBIT - TRAFFIC ISSUE MAP

Excessive and hazardous traffic situations can cause an adverse effect on public safety. The planning and zoning laws require that a site approval not have an adverse effect on public safety. As you may know, I have been speaking out about traffic issues and concerns over the past few months. I met with Stephanie Sheetz, Community Development, David Sturch, Planner and Jon Resler, Engineer on 11/16/2017 to present specific concerns regarding the Greenhill and Main intersection. All of the concerns I presented were gathered when I canvassed the neighborhood about this proposed project. I listened and found the common theme everyone was talking about. Traffic. The following issues were compiled from those conversations and additional observations:

1. Greenhill has been identified as an alternate route for the 2018 Hwy 58 and Viking road construction project. More vehicles will be using this intersection.
2. Greenhill heading eastbound, the left turn lane during peak hours has stopped vehicles and an overflowing dedicated left turn lane.
3. Main St. southbound has a sight distance problem because of the throat of the intersection allowing cars a free right or through lane which becomes hazardous for northbound left turning vehicles.
4. Balboa funnels directly into a dedicated left turn lane heading north on Main. Residents also experience a limited sight distance from right turning vehicles from Greenhill. Complaints about long wait times to exit the area were also voiced.
5. Cordoba also mirrors the problems of Balboa.

P&Z remarks Kwik Star Project

Snow has been piled on both corners of Balboa and Cordoba in the winter so that seeing past the pile is impossible.

Balboa and Cordoba are main exits from the El Dorado Hts. neighborhood. The new public safety entrance will be directly across from Cordoba, increasing wait times.

Main St also experiences traffic congestion on Sundays with various churches funneling their traffic indirectly, or directly on Main St.

6. Residents on Main St complain about the inability to exit their property due to the uptick in consistent traffic 7 days a week.

EXHIBIT - STUDY 1, 2, 3 INTERSECTION SHOTS

Plans to address these issues are being based on 3 traffic studies. First, "Greenhill Road Traffic Study" prepared for the City of Cedar Falls, March 2014, second, "Traffic Impact Study for Kwik Star", May 2017 and revision August 2017, and third, "Traffic Impact Study for Fareway", November 2017. The two latter studies, both by the same firm, are eerily similar. Four intersections were included in the analysis:

1. Greenhill and Main
2. Bluebell and Main
3. Greenhill and Coneflower/Estate Dr.
4. Bluebell and Coneflower

I submit that the information being used by the City to make proper decisions on proposed projects in this area is skewed.

The raw data used for the study, collected on May 4, 2017 could be inaccurate. Construction on University Ave. had not been completed. Traffic patterns and intensity has now changed.

Trip generation data (or for the layperson, the reason of the visit being either you are driving by and need to stop or you need a gallon of milk and this is your primary destination) will be skewed because of the completion of the Caseys 9/10ths of a mile to the west. Kwik Star is estimating approximately 237 vehicle stops will be made during AM peak travel times each day and approximately 277 vehicle stops in the PM peak travel times. How does the completion of Caseys affect this part of the study? Surely some traffic counted in the current study from the west will opt to use Caseys in lieu of Kwik Star due to convenience or loyalty.

Item F.5.a.

P&Z remarks Kwik Star Project

The most glaring omission in these studies, the minor streets of Balboa and Cordoba were not included. The City must consider the vehicle use of the El Dorado Hts neighborhood. The only available exits from this neighborhood are 3 streets, Balboa, Cordoba and Nordic Ridge, all of which empty onto Main. Main ends 3/4 mile south of Greenhill. Until Prairie Parkway opened, Main St. was the only road through.

There are approximately 275 homes in this neighborhood. Assuming 2 vehicles per home, 550 cars could travel daily in and out of Balboa, Cordoba and Nordic Ridge.

And finally, the Kwik Star Traffic Impact Study identifies each road used in the study according to a standard classification.

1. Greenhill is classified as a major arterial.
2. Main St north of Greenhill is classified as a major collector.
3. Main St. south of Greenhill is classified as a local roadway.
4. Bluebell, Coneflower and Estate are also identified as local roadways.

In the Iowa Statewide Urban Design and Specifications guide, 2018 edition, Chapter 5, Roadway Design, Section 5B-1, Street Classifications, definitions of types of roadways are explained.

We believe that the classification status of Main St. south of Greenhill is in error. Main St south of Greenhill should be considered either a minor or major collector due to the function of the street.

If the City is to truly plan effective changes to alleviate traffic concerns and issues, all involved major and minor streets must be included, not just a select few.

Consideration must be made for the addition of Public Safety building and Greenhill being designated as a planned alternative route for the Hwy 58 and Viking road project when discussing temporary and long term plans.

A new traffic study should be done to include all affected major and minor roads, as well as the amended classification for Main St. south of Greenhill to a collector road. Information from the new traffic study could then be compared to the 3 studies the City is relying on.

We ask that the committee DENY the project due to possible skewed information used in generating the traffic studies for the intended area. More information about these issues are

P&Z remarks Kwik Star Project

necessary.

Property Value Impacts

Property values can decrease in the neighborhood because of the appearance of a gas station. Spillage and leaking from underground tanks also decrease property values. A study done in 2010 entitled "The Effect of Leaking Underground Tanks on the Values of Nearby Houses" is extremely poignant to us. This study, done at UNI, looked at the "effects of proximity to a leaking underground storage tank on housing value" in our own town of Cedar Falls. They confirmed "previous studies findings that proximity to a LUST site does adversely affect the value of nearby houses" but it does decrease "rapidly" with the distance from the LUST. Price impacts ranged from a decrease in sale prices of medium sized homes of approximately 5.5% to 11% with an annual citywide loss of home value of just over 3 million dollars.

Any commercial development can depress residential values within a half mile to a mile radius of the location.

Crime Impacts

6% of all robberies in the nation are at gas stations.

The newest crime spreading at gas stations occurs when people leave their vehicles unlocked and unattended while they are paying or shopping inside the store. Cars pull up and steal valuables left unattended and are gone without a trace. It is called sliding and this trend is spreading across the country.

To access what is happening at Kwik Star here in Cedar Falls, I requested police call response and crime reporting information from the Police Department for a 5 year period beginning January, 2012 through Oct 1, 2017. I reviewed 2 Kwik Star locations, the College Hill site and the newer station on Nordic Ave.

For the period of January, 2012 through October, 2017, the College Hill location had a total of 508 responses from Police for calls relating to fights, assaults, trespass, intoxication, drug related issues, motor vehicle accidents, business issues and other reported crimes.

EXHIBIT - CRIME INFORMATION

Item F.5.a.

P&Z remarks Kwik Star Project

I also reviewed the records for the Nordic Drive location for the same period of January 2012 through Oct, 2017. Being the newer location with the surrounding area more similar to the proposed location at Greenhill and Main, I have prepared a brief overview of the annual calls.

In 2012 - 70 calls were made by police with 3 calls specified as fire department response for gas spills.

2013- 42 calls were made. 2 fire department responses for a gas spill

2014- 49 calls were recorded with 2 calls for fire department response, 1 gas spill, 1 undetermined

2015- 35 calls were made with 2 calls for fire department response for gas spills

2016- 48 calls were made with 1 call for fire department response for a natural gas release inside

2017 through October 1, 2017, 18 calls were made with 1 call for fire department response for a natural gas release outside.

Crime reporting at this location included vandalism, larceny, fraud, disorderly conduct, traffic stops, traffic parking violations, traffic moving violations, traffic hazards, motor vehicle accidents with property damage, injury to pedestrian, hit and run and an undetermined factor, OWI, harassment, suspicious persons, medical calls, welfare checks, intoxication, found items, lost items, assistance, loitering and business checks.

The Fire Department response included gas spills, natural gas release inside and natural gas release outside. A total of 262 calls were recorded. I understand that crime is a part of our society. The Police Department does its' best to deter crime. I am presenting this information so that the residents in our neighborhood will be aware of the additional crime, vehicle occurrences, and hazards that will accompany the establishment of Kwik Star. The additional information supplied by these reports indicate gas spills have occurred.

I encourage our neighbors to look at the facts and decide for themselves whether this is a project they are willing to support.

Again, is this project best for the community's safety?

Noise Impacts

P&Z remarks Kwik Star Project

The Kwik Star plans include a car wash with 2 bays that could operate 24/7.

Has a site specific noise analysis for 24/7 stores and car washes been done for the proposed site?

What other information has been provided to the City to address this?

Reasonable separation between homes and other businesses is 300 feet. Acceptable nighttime noise is 45-55 dba.

As we have seen with the noise buffering attempts on Greenhill, even a wall cannot keep the constant din of traffic drifting throughout the neighborhood.

I am requesting a specific noise analysis be done for this site. All decisions should be put on hold until the information is received and studied.

To recap

We, the residents who have signed petitions regarding the proposed project by Kwik Star OPPOSE the plans.

Impacts of the gasoline and other chemicals may affect our local watershed and water table. Open storm water management areas may become hazardous to the residents in the area. Homeowners that are adjacent or downstream of the underground storage tanks should be presented with plans and reporting procedures prior to an accidental spill or leakage of gasoline by Kwik Star and/or the City. This would allow the homeowner to fully understand the impacts that may occur on their property. It would also inform the homeowner of the rights and responsibilities of Kwik Star in the event of a spill.

I am requesting specifics on all Kwik Stars' LUST sites in Blackhawk County.

I am requesting a revised traffic study be done due to inaccurate raw data parameters. Balboa and Cordoba Streets should be included. Inaccurate classification of Main St. may affect the traffic studies. Specific traffic concerns and issues must be dealt with before any more construction is allowed to proceed.

Plans need to be revealed to the affected neighborhood for crime deterrence by either Kwik Star or the City of Cedar Falls.

A site specific noise analysis should be submitted for the operation of the car wash so neighbors will know what type of additional noise is to be expected from a gas station and car wash in

Item F.5.a.

P&Z remarks Kwik Star Project

their backyards.

The City should use caution when approving redundant businesses. Oversaturation of gas stations will occur.

We urge all members of the committee to DENY or at least TABLE the proposed plans for Kwik Star for the health, safety and welfare of our community. I have a copy of my remarks for the committee and representative of Kwik Star. I hope you will take this information into consideration before voting on the Kwik Star at Coneflower and Bluebell. Our community has many unanswered questions. More information is vital to making a decision. Please wait until all information can be received and studied.

Thank you for your time.

Penny Popp
4805 S Main St
Cedar Falls, IA 50613
peterpenny1@gmail.com

Supporting and Additional Information obtained from:

City of Cedar Falls

LUST Information and Details: Iowa Department of Natural Resources, as of Oct. 1, 2017
Environmental Protection Area, Website

Cedar Falls Utilities

Blackhawk County Conservation Board

Journal of Contaminant Hydrology (Vol 170 pp 39-52, 9/14)

Greenhill Road Traffic Study, City of Cedar Falls, March 2014

Traffic Impact Study for Kwik Star, May 2017, revision August 2017

Traffic Impact Study for Fareway, November, 2017

Iowa Statewide Urban Design and Specifications, 2018 edition, available at Iowa DOT
Electronic Reference Library (ERL)

The Effect of Leaking Underground Tanks on the Values of Nearby Homes, Isakson, Hans,
University of Northern Iowa, April 2010

Crime Reporting Data supplied by City of Cedar Falls Police Department, January 2012 through
Oct 1, 2017

Selected overview maps through Blackhawk County Assessors Office
Google Maps

P&Z remarks Kwik Star Project

Additional Supporting Information:

Resource and Energy Economics, A hedonic analysis of the impact of LUST sites on house prices, Zabel, Jeffrey, Guignet, Dennis, 34 (2012) 549-564

Journal of Real Estate Research, The Effect of Underground Storage Tanks on Residential Property Values in Cuyahoga County, Ohio, Simons, R., Bowen, W., Sementelli, A., Vol 14, No. 1/2, 1997 pp29-42

Item F.5.a.

Black Hawk County Real Estate and Tax

Locate Parcels by:

- 1. Parcel ID
- 2. Address
- 3. Sales
- 4. Subdivision
- 5. Transfer

Document

hospital
Measure Totals cleared.

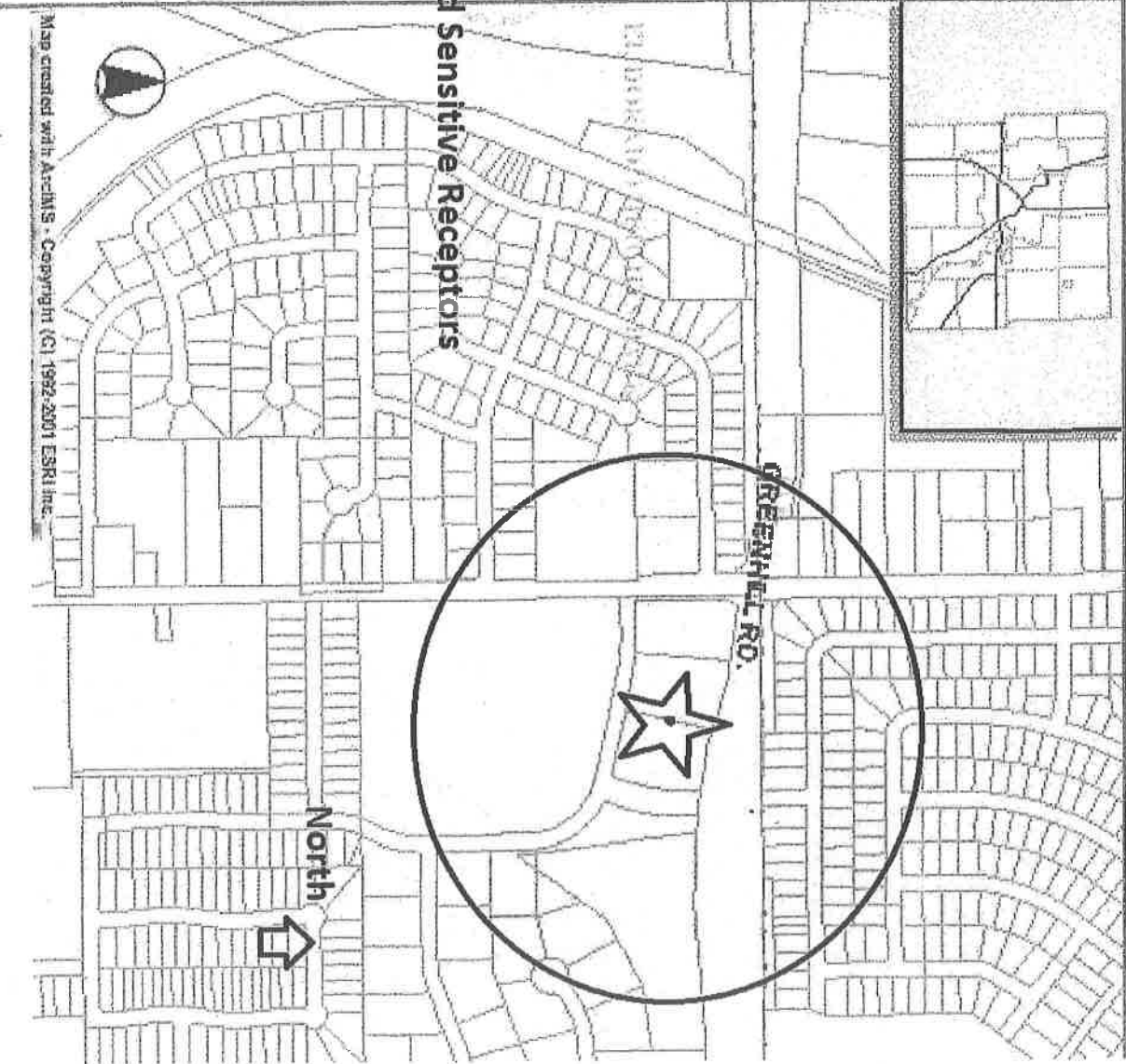
Layers: Schools

Subdivisions

Zoning

Refresh Ma

Map Tools



1000 foot Sensitive Area and Sensitive Receptors

Map created with ArcGIS - Copyright (C) 1992-2001 ESRI Inc.

DNR IOWA FACILITY EXPLORER

DEPARTMENT OF NATURAL RESOURCES

[Report Error](#) [Reports](#) [Help & Instructions](#)

[Sign In](#)
[View Map List View](#)

Found 195 locations

Basemap

Search

Facility Owner Zoom To Radius

Radius: 15 miles

State Facility ID: Above Ground Storage Tank-AST
Program: Air-Dry Cleaner
Air-Feed Mill

Or And

View Results: As a List On a Map

[Set Center Point](#) [Clear Results / Map](#)

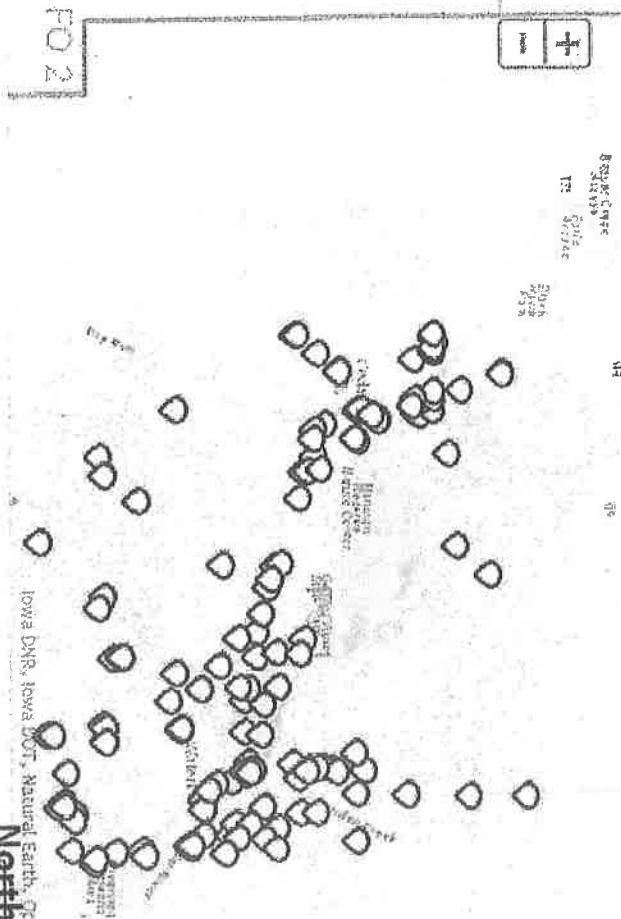
Layers

Clear

Environmental Facilities

Air

Air Emission Points



195 locations within 15 miles of proposed Kwik Star with Leaking Underground Storage Tanks as of 10/1/2017

DNR IOWA FACILITY EXPLORER
DEPARTMENT OF NATURAL RESOURCES

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Basemaps

[Sign In](#)
[View Map](#) [List View](#)

Search

Facility Owner Zoom To Radius

Name: [Starts With](#)

Program: [Starts With](#)

ProgramID: [Starts With](#)

View results: As a List On a Map

Active Sites All Sites

[Search](#) [Clear results / map](#)

Layers

Clear

Environmental Facilities

Air

Air Emission Points

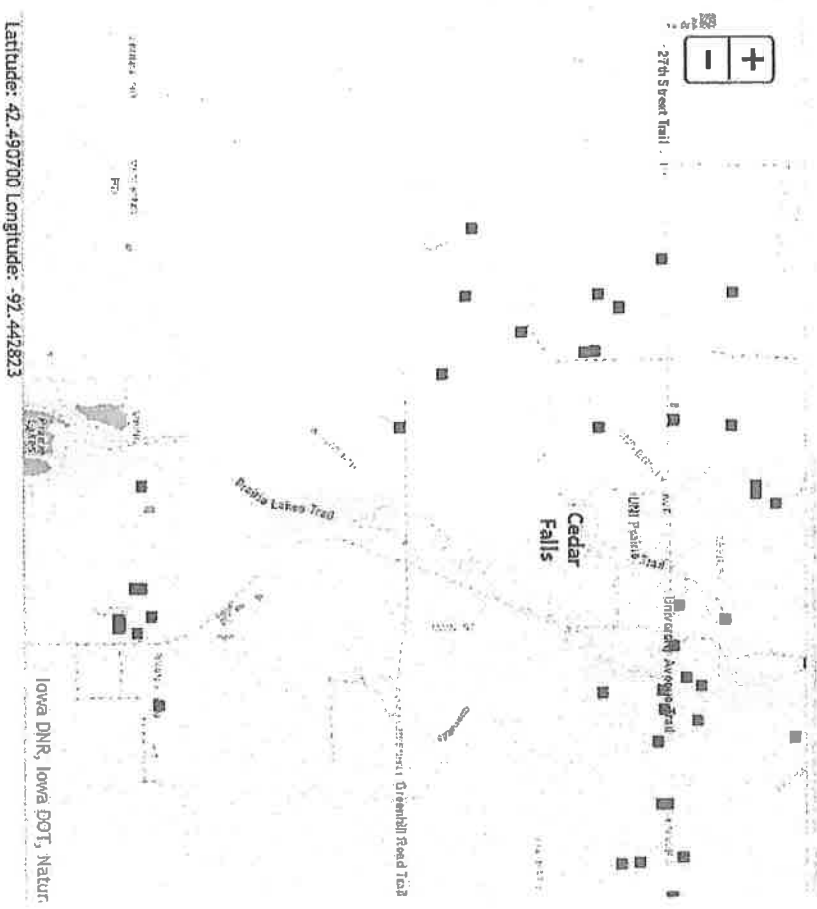
Animal Feeding Facility

+ Containment

Open Feedlots

Contaminated Sites Facility

Solid Waste Facility



**Underground Storage Tank Facilities, inclusive
as of Oct. 1, 2017**

Facility Explorer and Maintenance System



Report Error Reports Help & Instructions

Basemaps

View Map List View



Search

Facility Owner Zoom To Radius

Name: Starts With

Program: Above Ground Storage Tank-AST
 Air-Dry Cleaner
 Air-Feed Mill
 Or And

ProgramID: Starts With

View results: As a List On a Map

Layers

- Clear
- Environmental Facilities
 - Air
 - Air Emission Points
 - Animal Feeding Facility
 - + Confinement
 - Open Feedlots
 - Contaminated Sites Facility
 - Solid Waste Facility

Leaking Underground Storage Tanks (LUST) as of Oct. 1, 2017

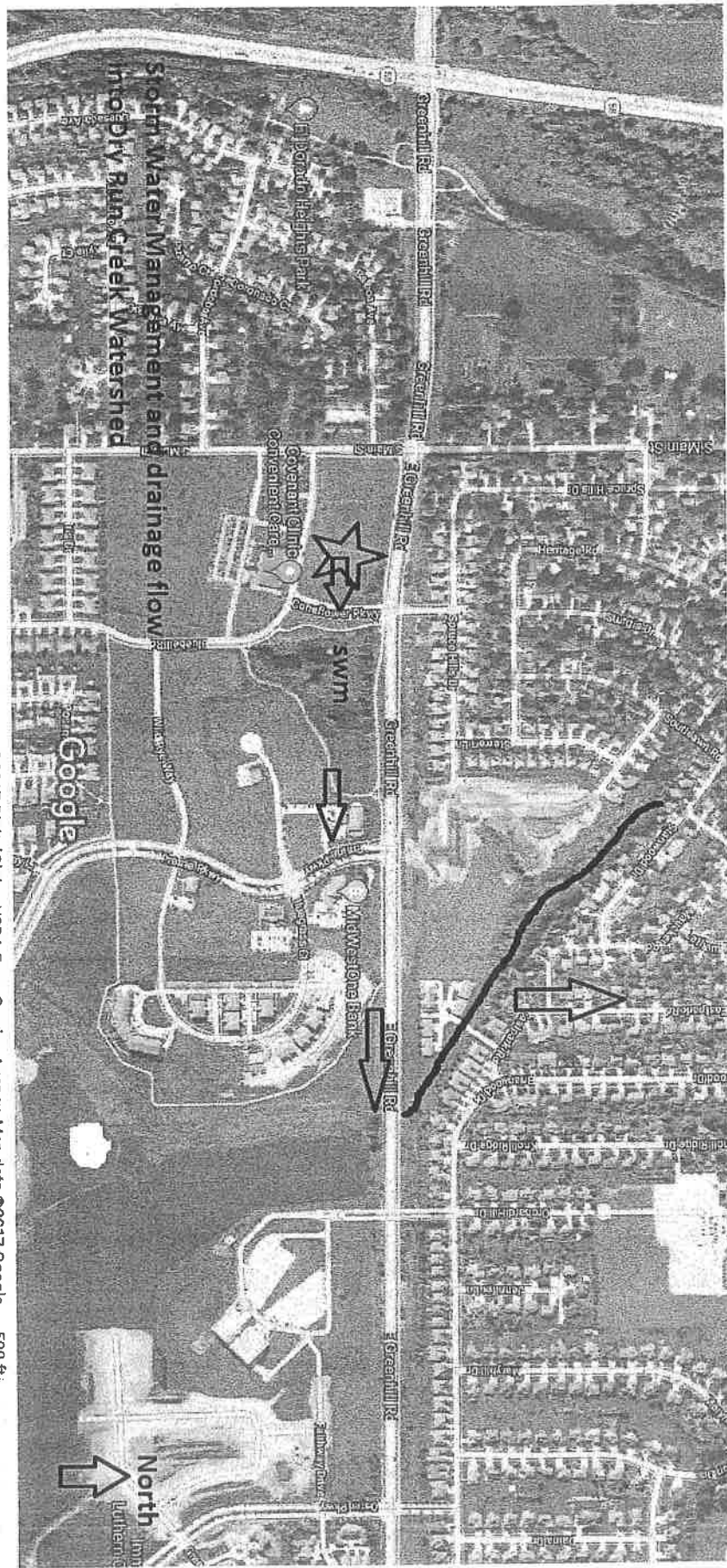
Latitude: 42.510212 Longitude: -92.490160



Proposed Kwik Star

Item F.5.a.

Google Maps



Imagery ©2017 DigitalGlobe, USDA Farm Service Agency, Map data ©2017 Google 500 ft

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DEPARTMENT OF NATURAL RESOURCES

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[Basemaps](#)

[Sign In](#)
[View Map List View](#)

Search

Facility Owner Zoom To Radius

Name: Starts With

Program: Starts With

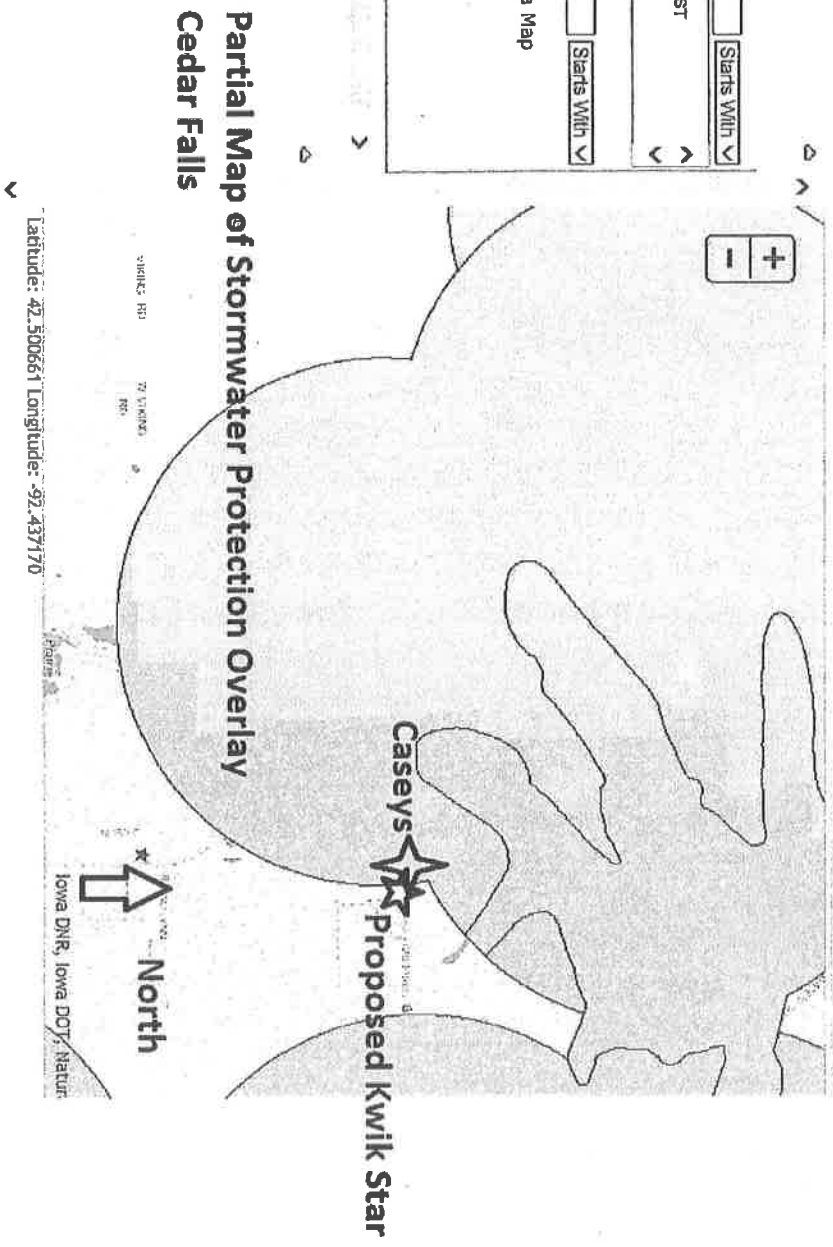
ProgramID: Starts With

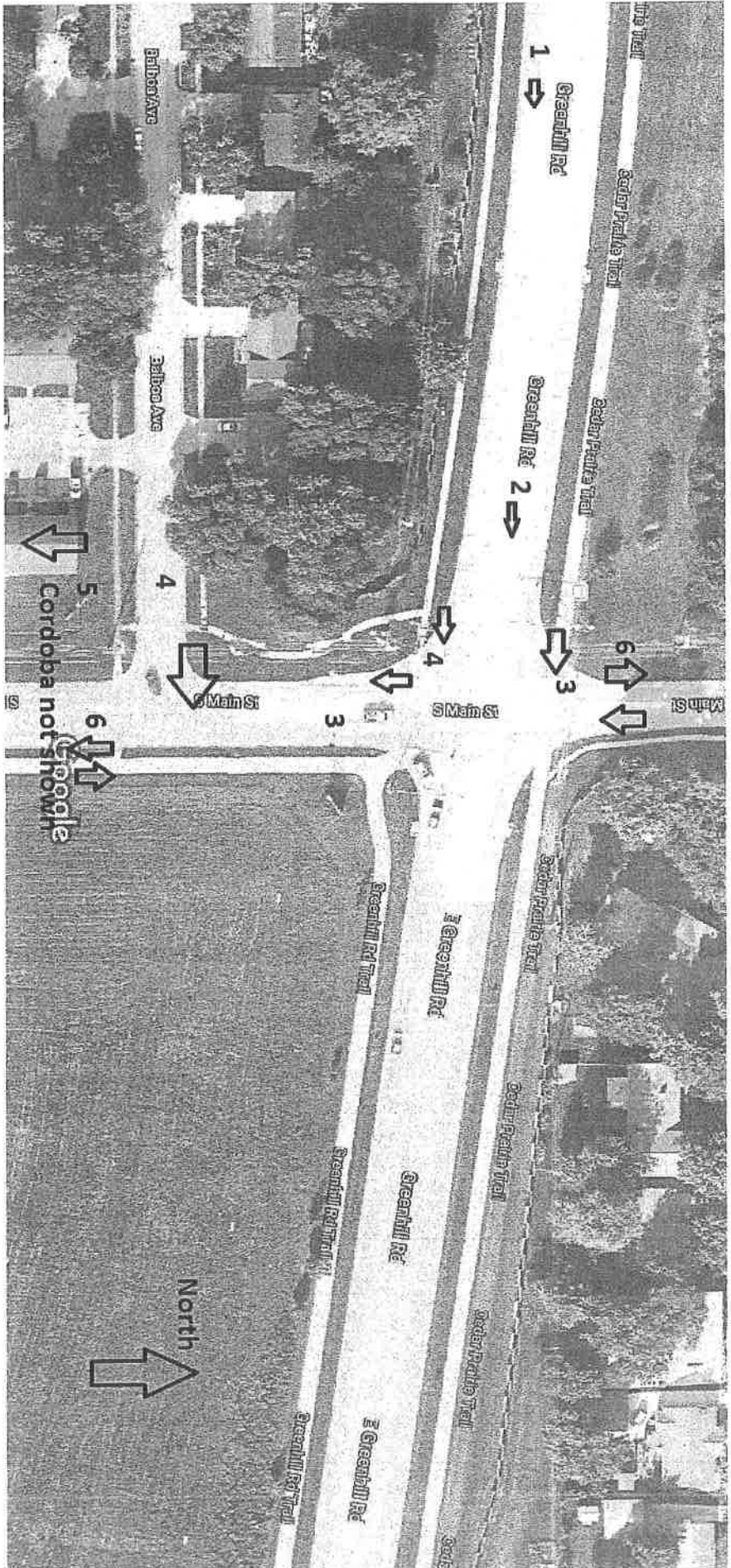
View results: As a List On a Map

Active Sites All Sites

[Clear results / map](#)

- Layers
- Clear
- Environmental Facilities
- Air
- Air Emission Points
- Animal Feeding Facility
- + Confinement
- Open Feedlots
- Contaminated Sites Facility
- Solid Waste Facility





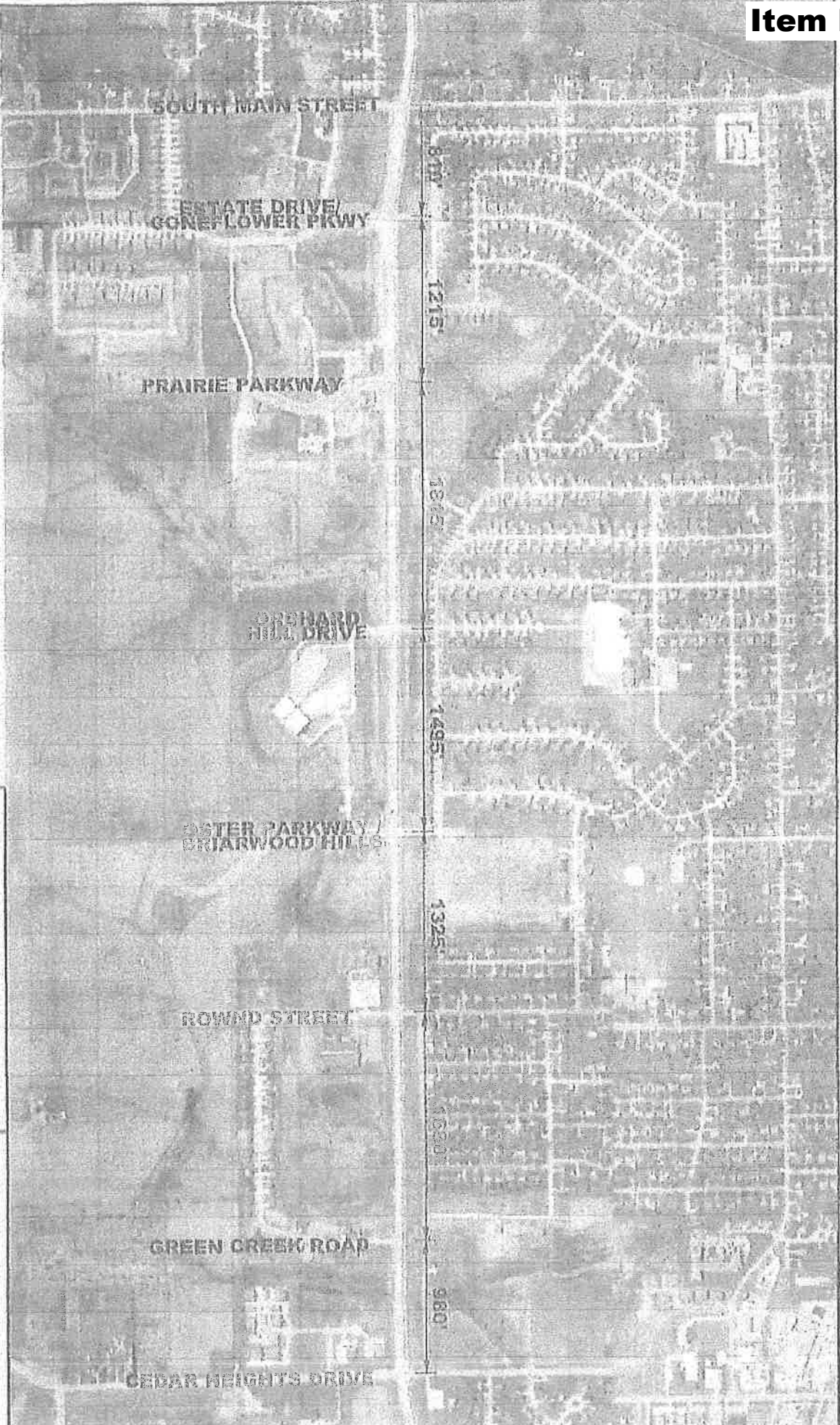
Imagery ©2017 DigitalGlobe, Map data ©2017 Google 50 ft

2014 STUDY FOR CITY OF CEDAR FALLS



AECOM

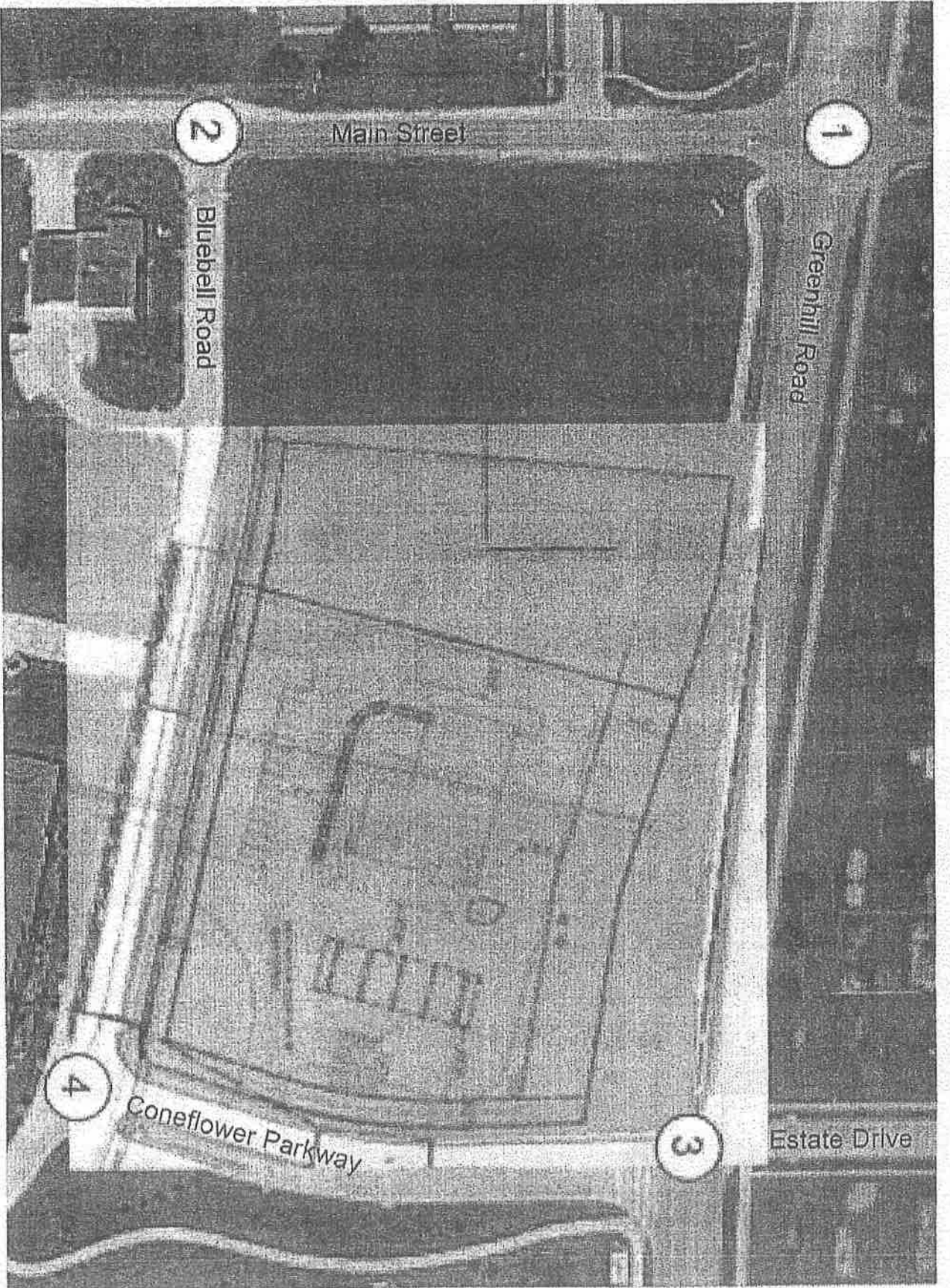
FIGURE 1
GREENHILL ROAD STUDY
LOCATION MAP



Item F.5.a.

Figure 1

Study Area Map



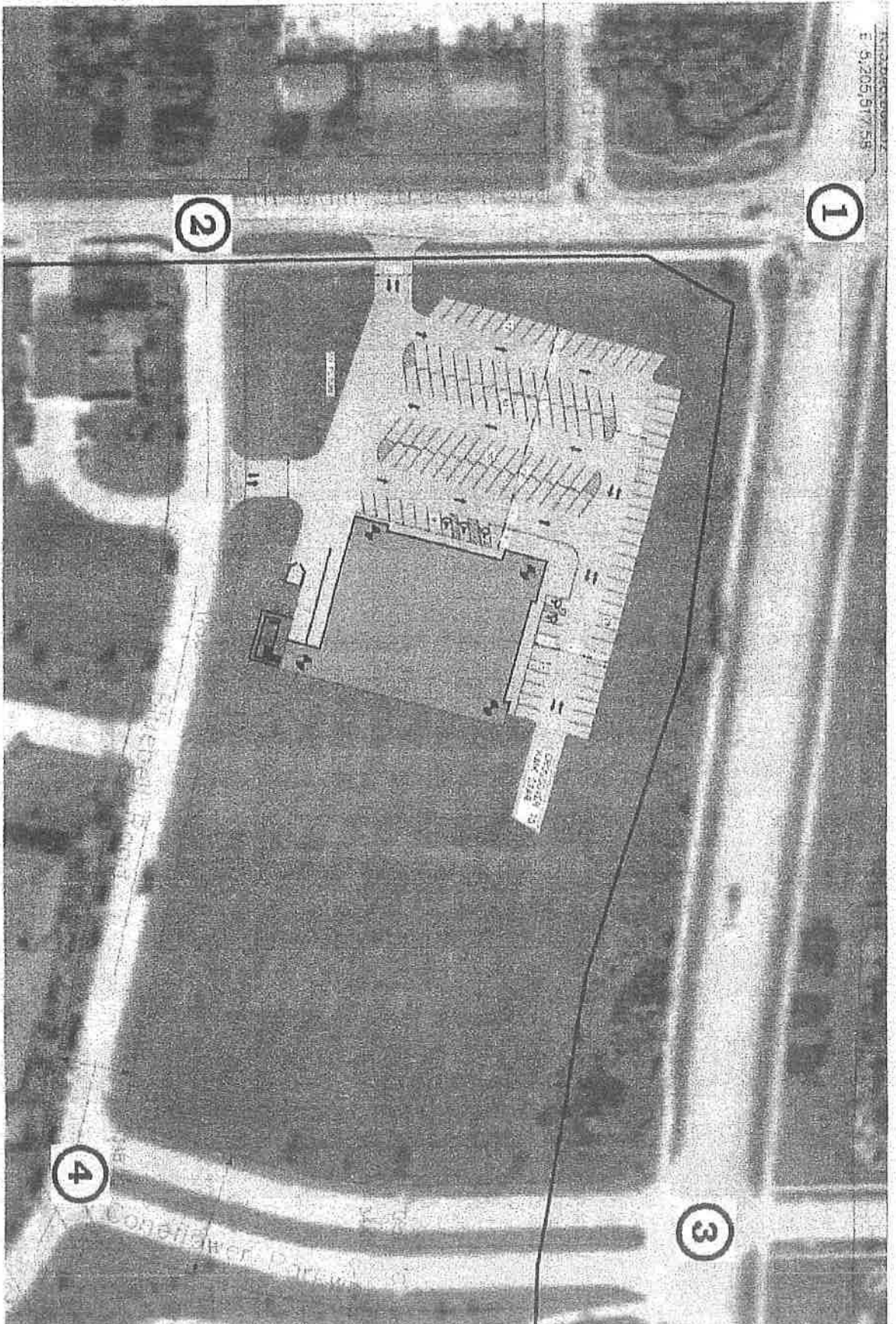
KWIK STAR, AUG 2017

Project # 2171910 | August 2017

Kwik Star

SHIVHATTARY
ARCHITECTURAL ENGINEERING

Figure 1 Study Area Map



FAREWAY, NOV 2017

Project # 2172660

Fareway

SHIVE-HATTERY
ARCHITECTURE+ENGINEERING

Crimes Reported at Kwik Star, Nordic Dr. 1/2017 - 10/1/2017

Vandalism

Larceny

Fraud

Disorderly Conduct

Traffic Stops, moving violations, parking violations, traffic hazards

**Motor Vehicle Accidents with property damage, injury to pedestrian,
hit and run and an undetermined factor**

OWI

Harassment

Suspicious persons

Medical calls, welfare checks

Intoxication

David Sturch

From: Jon Ericson
Sent: Wednesday, December 13, 2017 1:45 PM
To: David Sturch
Subject: Kwik Star at tonight's P and Z

David,

I'm not sure if I will be able to make it to tonight's meeting, so I wanted to share my thoughts with the commission.

#1) I am opposed to the Kwik Star project primarily because it is a 24-hour business operated directly across the street from single family homes. When these homes were constructed, the Kwik Star site was planned for office development. Years after the homes were built the plan was changed to commercial development. The lighting, noise and all hours traffic generated by a 24-hour business was not what these homeowners could possible have anticipated when they purchased their homes.

#2) If the project is going forward, I would plead that all lighting and signage at the property be the most discrete options possible, and that the car wash aspect of the business not operate after 9 p.m.

#3) I would encourage the traffic/road plan around the business to remain as it is in the current iteration of the site plan. Any changes that would push more traffic to Coneflower Parkway would exacerbate issues on Greenhill Road - in particular left turns onto Greenhill Road from either Coneflower Parkway or Estate Drive will be nearly impossible at several times of day with the additional traffic generated in this area.

As far as the Fareway project, could you please direct me to the supporting materials for this plan, or send it to me? Also, is there a traffic study I could see with the Fareway project.

Thank you,
Jon Ericson
402 Spruce Hills Drive
(319) 230-2405

Item F.5.a.

December 14, 2017

RECEIVED

DEC 18 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

Planning & Zoning Committee
220 Clay Street
Cedar Falls IA 50613

To Whom It May Concern,

I was at the planning and zoning meeting last night, December 13, 2017, regarding the Kwik Star. I heard many grievances as to why the community does not want this business in their back yards. However, the one thing that stood out to me was the fact that, it seemed, the community was willing to allow this dirty, noisy, and light polluted business if some minor concessions would be made by the Kwik Star.

1. Eliminate the car wash. Kwik star says NO that is not an option.
2. Turn the car wash to face away from the homes. Kwik Star says NO, that is not an options
3. Limit the hours of the car wash. Kwik Star says NO, that is not an option.

Well, to them then I say "GO HOME" and to you, council members, I feel you should say the same. Big business cannot, and should not be allowed to operate how they see fit in our, in YOUR community. The community you were elected to preserve and protect by the people that live here.

For this, I respectfully request that you deny the Kwik Star proposal.

Regards,



Kimberly Costarella
401 Heritage Rd
Cedar Falls, IA 50613
319-230-3690

RECEIVED

Item F.5.a.

DEC 20 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

December 19, 2017

Cedar Falls Planning and Zoning Commission Members:

Sadly, I struggle to find the words to express my disappointment concerning the commission's responses to the interest Kwik Star and Fareway have expressed in building along Greenhill Road near South Main Street. This is not where these businesses should be building, due to how they will adversely affect traffic, aesthetics, and the neighborhood milieu. I don't know why they have not already been directed to the Viking Road area, especially east of Michael's or across from or around Menards, where similar businesses and the needed traffic infrastructure already exist, while residential housing does not.

The LED lighting a Kwik Star representative addressed at last week's meeting is not really a solution for the neighborhood. The reason they need fewer LED lights is because LEDs are brighter. Installing them under a canopy may reduce what shines up into the sky above the structure but does not resolve the glare that will shine out on all sides at the building and ground level. The car wash concerns were simply set aside. Neither of these businesses uses the professional type of office building that current residents were promised when they were looking to purchase homes in this neighborhood.

I doubt any of you would want these stores, valuable as they may be, to build directly across the street from your home. I don't understand why you would want other Cedar Falls residents to have that experience, especially when other locations serve their purpose better. There is even a plot of land presently for sale on the corner of Viking Road and the Parkway southwest of Menards. With the new hospital construction soon to develop on Greenhill, many professional offices will look to locate near those currently in the area around the Arrowhead and Unity Point facilities. Another possible alternative for a gas station and grocery store would be land that has not yet been developed west of Highway 58. That area will be quickly built up as the infrastructure is prepared for the new elementary school to be built farther west, perhaps between Viking Road and where a new western section of Greenhill will curve north.

Thank you for your service to the city. Please consider better alternatives to the plans you are currently considering.

Sincerely,

Mary Wallingford

Item F.5.a.

Rod Larsen
4516 Quesada Ct.
Cedar Falls, Iowa 50613
E-mail: rhlarsen@cu.net

RECEIVED

DEC 20 2017

DEVELOPMENTAL SERVICES
DEPARTMENT

December 17, 2017

The Honorable Jim Brown
220 Clay St.
Cedar Falls, IA 50613

RE: Fareway and Kwik Trip proposals

Dear Mayor Brown,

This is to convey my support for the proposed development at Greenhill Road and South Main Street. I will be out of state for the Holidays and was hoping you and Stephanie could include this in the public comment file for the Council and P & Z as appropriate.

My planning career at INRCOG and the Iowa DOT included extensive development of the metropolitan area street and highway plan. Greenhill was constructed as part of this plan and was always envisioned to be a major, efficient, east -west arterial street supporting multiple adjacent activities including residential, neighborhood commercial, and office development.

I am aware that some of my neighbors in the El Dorado Heights Subdivision have expressed concerns over traffic and possible noise. I have never seen any development proposal that was not criticized for traffic impacts. Of course, any development creates some additional traffic; however, this proposal is consistent with the City's Land Use Plan along with the Pinnacle Prairie Master Plan.

Cedar Falls is fortunate to have these quality businesses working with a highly regarded developer to complement the vibrant growth in the southern part of our City. Coincidentally, I will personally appreciate the convenience of having both businesses at this location.

The amount of traffic generated by these businesses should be comfortably served by the existing local streets with the potential need for operational improvements at the Greenhill/South Main intersection.

Respectively submitted,



Rod Larsen

✓ Cc Stephanie Houk Sheetz

RECEIVED
JAN - 4 2018
COMMUNITY DEVELOPMENT
DEPARTMENT

Planning and Zoning Commission Members

City of Cedar Falls

220 Clay Street

Cedar Falls, Iowa 50613

301 Spruce Hills Drive

Cedar Falls, Iowa 50613

4 January 2018

Re: 1. Proposed Kwik Star/Trip at Greenhill/Coneflower

2. Proposed Fareway at Greenhill/South Main

Dear Planning and Zoning,

I do support the Fareway proposal, noting they are working with the city to resolve driveway issues with entrance and exit. Fareway is family oriented and would make a good neighbor. It closes by 9:30 pm, with most of its lights off by then, and is closed on Sundays and most holidays.

I do not support Kwik Trip/Star. As a 7 day per week, everyday business, with all its lights, noises, increased traffic, gas product runoff, it is not a fit for a neighborhood.

Kwik Star as a neighbor would decrease the quality of life that I value in Cedar Falls over other areas I have lived. Please do not encourage me to look somewhere else to live.

Ronald D. Flory

Ronald D. Flory, MD, retired

Item F.5.a.

301 Spruce Hills Dr.
Cedar Falls, IA 50613
January 4, 2018

RECEIVED
JAN - 4 2018
COMMUNITY DEVELOPMENT
DEPARTMENT

Dear Members of the Planning and Zoning Commission;

Re: 1. Proposed Kwik Trip / Kwik Star gas station at Greenhill Rd and Coneflower
2. Proposed Fareway at corner of Greenhill Rd and South Main St.

I write this letter as a concerned neighbor regarding these proposed developments. I live at 301 Spruce Hills Dr. My backyard is directly across Greenhill from the proposed site of the Kwik Star.

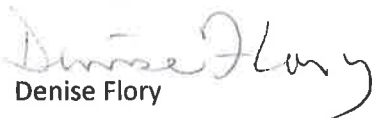
Addressing Kwik Star: I continue to oppose this development for the following reasons:

1. Increased light pollution and petroleum based pollution. Petroleum: Although Kwik Star states they have a double filter system for surface drainage and new underground storage tanks, such systems are prone to leaks. The flora and fauna in the nearby catch basin and Dry Run Creek cannot withstand additional pollution. Gas stations also emit petroleum odors and vehicle exhaust.
Lights: The down facing lights at the new Kwik Star on Ansborough and Hwy 20 in Waterloo are as white and bright as any I have seen. If these same lights are intended for use at the proposed Kwik Star and installed at the proposed height, my home interior will be brightly lit 24 hours a day.
2. Increased litter and trash. Gas stations are dirty. People drop papers, cups, wrappers, receipts, and any number of things that blow in the wind. These will blow into the neighborhoods that surround this site, unless a wire mesh fence or other type of abatement surrounds the site.
3. Increased noise pollution – It is unclear if the car wash relocation, in the latest mailing, demonstrates the exit facing Bluebell because the interior drawing appears to exit facing Greenhill. There are no berms or noise abatement structures built into the plan. Did Kwik Star in fact change the car wash exit to face Bluebell? Supposedly this was “impossible” according to the Kwik Star representative. I wonder what other requests from the Planning Commission were considered and accepted as “impossible” – like eliminating the carwash or reducing hours of operation for the carwash and store hours of operation?
4. Hours: Kwik Star is a 24 hour 7 day a week business. Other than the planned Public Safety Building, this proposed gas station does not fit with the hours of established businesses in the area. The surrounding neighborhoods are also quiet in the overnight hours. Viking and University both have 24 hour businesses and the increased noise and traffic that accompany them. Greenhill has no 24 hour businesses.
5. Unresolved traffic concerns. Neighbors have addressed the traffic congestion at South Main and Greenhill and continue to raise concerns. With the planned area road construction / re-construction in 2018 and 2019, and increased development of area housing and businesses, Greenhill will carry even more traffic. I predict this area will become much like the current Viking and 58.
6. Saturation: There are already 4 gas stations within 0.5 to 2.0 miles from this site. Does Planning and Zoning wish to allow a glut of gas stations when diversity would better serve this area?

Addressing Fareway:

1. I support the Fareway proposal and hope the entrance / exit concerns can be resolved. Fareway is a family oriented business with a purpose and hours that would be a good fit for this area.

Sincerely,


Denise Flory

RECEIVED
January 9, 2017 JAN - 9 2018
COMMUNITY DEVELOPMENT
DEPARTMENT

Cedar Falls Planning and Zoning Commission Members:

I am writing to register my strong opposition to the plans under consideration to locate a gas station and grocery store along Greenhill Road from South Main Street to Coneflower Parkway. These businesses are higher traffic enterprises that do not belong in or so near to a residential area. Traffic there is already often constricted, especially for entry to residential neighborhoods, but also for the current approaches lending access to University Avenue and downtown, and to other parts of the city via Main Street, Highway 58, and Hudson Road, as well as Rownd Street and Cedar Heights Drive. The current conditions of geography and infrastructure have already presented problems for logistics, safety, and the neighborhood environment that will only be exacerbated by this type of commercial construction at this site.

Traffic is already dangerous along Greenhill, despite newly painted lane guidance and electric traffic signals which were recently added in several places from Main Street to Cedar Heights Drive. Walking and biking on the trail remain risky activities, even with pedestrian signals supplementing vehicle signals. Our family and friends have seen many close calls and a few accidents in recent years, without the addition of these businesses and the increased traffic they will draw. The new public safety building on Main Street is already going to increase stresses on the nearest intersections enough.

Greenhill Road is not the same as University Avenue or Viking Drive, and everyone involved in development along its corridor needs to recognize that fact if safe planning is to occur for the present and the future life of the city of Cedar Falls. I would invite all such concerned persons to drive on University and Viking and also in Greenhill Road traffic at various times of the day for the next several weeks. Walk on the trails which attract so many to live in Cedar Falls and which serve to support the health of all of our city residents. Look carefully at the current Kwik Star and Fareway Stores in other areas of Cedar Falls; note especially the entrances, parking areas, and the street patterns around them, which are not like what you will find on this block of Greenhill Road. Next, examine your own neighborhood, and see what you honestly discover in your heart when you juxtapose your home with a gas station and a grocery store. Then find a few of several alternative sites to offer Kwik Star and Fareway that provide the means for better, safer, customer access from higher, more smoothly-flowing traffic volumes in the better laid-out and more bustling business streets of Cedar Falls.

Item F.5.a.

Current members of the commission may not know that we experienced a similar situation with Casey's several years ago, and it took several heated meetings for the opposition of residents to be acknowledged. I am pleased to see that Casey's found another, fairly close location that looks like it will serve them well. I am angry that anyone who knew of those strained dealings chose to disregard them a few years later, and not redirect similar inquiries to better sites. I believe most people in Cedar Falls would agree that our volunteers, elected officials, and qualified staff usually aim at providing a safe and peaceful community for residents, for families who choose to raise their children here and for seniors who choose to remain in their retirement, but know they cannot accomplish this without a great deal of work, listening to everyone's concerns, re-thinking plans, and often finding new solutions for new development.

We cannot simply undo construction that removes this much green space and will have such a great impact on this portion of the city. We must rely on the courage of people such as yourselves to hold firm to safeguarding the city's investment in all of its streets with optimal flow and safety for both vehicular and pedestrian traffic, the economic investment of all business and residential parties already present, and the economic value, environmental concerns and aesthetic attraction of this area of town, both for now and in the future. Please use your vote to maintain the safety and tranquility of the residential neighborhoods around this stretch of Greenhill Road.

Sincerely,

Mary Wallingford
312 Spruce Hills Drive

From: Gretchen Tripolino
Sent: Tuesday, January 09, 2018 12:26 PM

Subject: El Dorado Heights Development

Please refer below to my email of November 30 regarding our concerns about the proposed Kwik Star on the corner of South Main and Greenhill. Our concerns have not been mitigated by the minor changes proposed by Kwik Star and our objections stand.

We have similar concerns about a large, high-traffic business such as Faraway in the proposed location. We agree there is some attraction to having a Fareway in the southern part of our community but we maintain that corner is not the right spot for it. We contend that any action to approve either of these businesses is premature at this point. The Safety Center should be built and up and running, traffic patterns evaluated, and all remedies in place before any large businesses are considered for South Main and Greenhill. Without that, we will be engaged in an ongoing and very dangerous process of catch-up, putting our bikers, pedestrians, drivers, and residents at risk. Let's be pro-active in the interest of safety, and protecting our citizens and neighborhoods rather than having to react to an ongoing and already dangerous situation that we created.

Thank you for your consideration.

Gretchen & Steve Tripolino
320 Balboa Avenue

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Cedar Falls

My family and I have lived in the same home on Balboa Avenue since 1985 and I would like to share our experience and perspective on this issue.

When the Oster land was first zoned, many of us had concerns, and expressed our conviction that this area should be zoned as residential. We were told that there were complications because of school district boundaries, and were assured that only small, neighborhood businesses, offices, etc. would be considered as appropriate for that area, to preserve the integrity of the neighborhood. Examples given were a coffee shop, deli, book store, etc. The medical and dental offices, other business offices, and Western Home Communities development that have since located there have been good neighbors, but have increased the traffic and use of infrastructure significantly. Additionally, now many of the drivers in this area are elderly and tentative in their driving, requiring extra patience and attention from other drivers and pedestrians. Realistically, we are probably also looking at the Safety Center relocating to our neighborhood, which will also bring significant around-the-clock traffic and activity.

Since that land was first zoned, despite the assurances of the developers and city planners, we have had to fend-off efforts to locate here by Walmart, Casey's, and now Kwik Star and Fareway. In retrospect, it would have been disastrous for Walmart to have located there, as well as Casey's. Nothing has

changed in the interim to lead me to believe that it would be right or prudent for Kwik Star or Fareway to now be approved at this site. These businesses would present the same problems of traffic, noise, litter, crime, light pollution, gas and diesel fumes, and the erosion of our home and property values. Our residential development is basically land-locked, with only one way out, and even now, making a left turn from Balboa onto South Main increasingly presents a challenge, with such a short distance between Balboa and Greenhill and significant turning traffic onto South Main from Greenhill. Any widening of the intersection would present even greater danger. It has also been our observation that there has been a significant increase in traffic on both South Main and Greenhill. With the addition of the roundabouts on University, drivers are using South Main and Greenhill as alternate routes to avoid University. There has been an increase in accidents at the intersection of Greenhill and South Main. Greenhill has become a slalom course with painted-in turning lanes, and clearly our traffic problems cannot be solved with pylons and a can of yellow paint. Any widening of the intersection would likely encroach on existing residences and compromise the bike/walking paths, both of which are hallmarks of our community and quality-of-life issues. We already have a huge noise pollution problem coming from Highway 58 to our west, to the extent that we can't sleep **OR** hear the television with our windows open, and it is often difficult to entertain in our back yard because conversation is inhibited by Jake-braking and other traffic noise. Another gas station/convenience store/car wash and grocery store in such close proximity to our residences would not be of any benefit to this neighborhood. We are hopeful that our city leaders in Planning and Zoning and the City Council will be responsive to the residents of Eldorado Heights and surrounding neighborhoods, will honor the promises that have been made to

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our residents, and will not compromise the needs of the many to
line the pockets of big business.

WES & BONNIE POLEY 109 Cordoba Ave. ~ Cedar Falls, IA 50613 ~ 319/266-3423 ~ poley@cfu.net

January 8, 2018

Planning and Zoning Commission
c/o Dept. of Community Development
220 Clay St.
Cedar Falls, IA 50613

RECEIVED

JAN - 8 2018

COMMUNITY DEVELOPMENT
DEPARTMENT

Re: Kwik Star, Fareway projects

To the Commission Members:

Thank you for notification of the 1/10/18 meeting and *Site Plan Review* for the SE corner of Greenhill Rd. and S. Main St. We live about a block south of the area at the corner of Cordoba and S. Main and have some concerns.

First, we are frequent customers of both Kwik Star and Fareway and appreciate both businesses.

Our primary concern, along with many of our neighbors, is the intersection of Greenhill and Main St. We travel through this intersection several times a day and it often feels like dodge 'em while coming from the south trying to turn left on to Greenhill. It is extremely unsafe, especially for north and south bound traffic. It's good the city observed the intersection for a time, but until it is experienced on a regular basis, it's impossible to understand what a safety issue this is, particularly considering the large senior citizen population (ourselves included!) in the area. At minimum, as a *temporary* measure, north and south traffic should alternately stop and go (similar to Cedar Heights/Greenhill and 12th/Main). We strongly believe this safety issue must be addressed very soon; definitely before any additional development is approved and the Public Safety building construction begins.

While we won't be directly affected, we are very concerned for our neighbors north of Greenhill and along Balboa who will have their lives and property adversely affected by the lighting, traffic, noise, litter, etc. generated by these two businesses, particularly a 24/7 convenience store operation.

In addition, it appears there is an entrance to Fareway off Main St. With the proximity to an extremely busy intersection that will only be getting busier with developing residential areas, highway construction and the new city building plus a residential street (Balboa), this driveway is as unacceptable as it was when Casey's wanted to build there.

When the Pinnacle Prairie plans were initially proposed by Lockard, we were pleased because the commercial area was in the middle of the development, away from existing residences. It was located where people could choose to build up to it. Now because the businesses (gym, theaters, city center) fell through, the commercial sites have been pushed to the perimeter adjacent to homes that have been there for as much as 30 years. It seems unfair that a planned community should be able to so adversely affect long-time residences.

We appreciate the difficult job you have and thank you for your consideration and service to the city we so proudly call home.

Sincerely,



Wes and Bonnie Poley
109 Cordoba Ave.

c: David Sturch, Stephanie Sheetz, Jon Resler

Item F.5.a.

WES & BONNIE POLEY 109 Cordoba Ave. ~ Cedar Falls, IA 50613 ~ 319/266-3423 ~ poley@cfu.net

January 8, 2018

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We appreciate the difficult job you have and thank you for your consideration and service to the city we so proudly call home.

Sincerely,



Wes and Bonnie Poley
109 Cordoba Ave.

c: David Sturch, Stephanie Sheetz, Jon Resler

Sent: Sunday, January 07, 2018 7:53 PM
To: David Sturch
Subject: Thoughts about Fareway and Kwik Star proposals

Hello,

I would like to share a few thoughts about the proposal for the corner of South Main and Greenhill. I live in the Maya Court condos, right below the Balboa Point apartments on the corner of South Main Street and Balboa.

I watched the entire cable broadcast of the meeting in December where there was much discussion of this topic. I am very concerned about the traffic issues for that corner and road.

Before any decision is made regarding this possible development, I believe it is imperative that a concrete solution for traffic concerns is proposed. Tweaking the lights is not a good enough proposal for those of us who live in the area.

I understand that watching the intersection may not have shown the concerns that many of us have. If you take a look at all of the possibilities for traffic in this area, this has the potential to be a much bigger concern.

We are watching the continued development of the Western Home Communities with more residents, and more workers in the area.

We are waiting to see the effect of the Public Safety building, the employees coming to work and residents doing public business in the area.

There is the need for emergency vehicles to be able to get in and out when needed.

Currently, there are two lanes to handle all of this traffic. If Fareway is allowed to have a driveway on South Main Street between Greenhill Road and Bluebell, the potential for accidents on the Bluebell corner is increased. Currently, the traffic on Bluebell is not great. It is however, used by drivers going to the Viking Road businesses on Prairie Parkway to avoid the intersections of Greenhill and Viking Road with hwy 58.

I recall one person who spoke at the last meeting was concerned about all of the traffic on South Main North of Greenhill. This is absolutely true with much more traffic trying to get out onto South Main from Orchard Drive. I have no statistics for proof, but by observation and driving on South Main every day, I believe that some of the increased traffic on South Main is due to drivers avoiding the roundabouts on University Ave.

With the upcoming construction of the intersection on Viking Road and Hwy 58, there will be more and more drivers finding alternate routes to get to the Viking Road businesses and Greenhill and South Main will be a cut through option.

The right turn South onto South Main from Greenhill road can be a dangerous spot right now. When turning left onto South Main from Balboa, it takes several checks to the left to be sure a car hasn't come flying around the corner off of Greenhill just as you are pulling out.

I know that a comment was made by the city engineer that those of us on Balboa might need to find an alternative route if that intersection is too difficult. I do not see that as an option at all. I believe there are about 24 apartments in that complex. There are 12 Condos in our Association. Children reside in the Balboa Point apartments on the corner of Balboa and South Main and are transported by school buses. This traffic pattern needs to be considered when making decisions about this corner as well. A safe traffic pattern needs to be provided for these children to be able to get on and off of the buses at their homes. The suggestion that all of these people would need to drive down Balboa and come out on Greenhill at another South Main intersection is not a workable option. Balboa curves around to the South, houses are close together and it is not built to be a throughway for the traffic that would be funneled through it to the South if the Balboa intersection is changed.

I am not against the Fareway development but I do not think it is workable to have the driveway for Fareway unload onto South Main.

My preferred proposal is to eliminate the Kwik Star proposal and request that Fareway move over in the MU area to have an entrance on Coneflower and on Bluebell.

Item F.5.a.

I think that both developments are not a good fit for this area. With Casey's up the hill on Greenhill and groceries being an important part of what Kwik Star is promoting and the Fareway providing the groceries, I don't see the need for Kwik Star at all.

I also made a point of driving down Greenhill and looking at the area since your last meeting. The appearance of this area is very specific. The buildings are prairie style and reserved in appearance if that is an identifiable description. I believe Fareway can match that appearance but I do not believe the bright lights and décor of a Kwik Star store fits this area in any way. I believe Kwik Star would fit better in another location. Possibly there would be a better location out on Viking Road near Menard's where there are not yet any homes built to cause concerns by the homeowners.

Thank you for your time.

Ann Crawford
128 Balboa, a-1
Cedar Falls

Petition for a New Kwik Star Convenience Store

RECEIVED

IAN 10 2018

to be located at the Southeast Corner of Greenhill Road and South Main Street.

COMMUNITY DEVELOPMENT DEPARTMENT

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. [Signature] (sign), 1238 Chalk Drive, CE (address)
John Dutcher (print name), 319-240-2497 (phone)

2. [Signature] (sign), 120 Balboa Ave Apt 26 (address)
Robin Snider (print name), 319-504-9921 (phone)

3. [Signature] (sign), 120 Balboa Ave Apt 1B (address)
Carrigan Moser (print name), 563-880-2586 (phone)

4. [Signature] (sign), 120 Balboa Ave Apt B4 (address)
Melissa Lynn (print name), (319) 504-0518 (phone)

5. [Signature] (sign), 120 Balboa Ave Apt B4 (address)
David Lyon (print name), (319) 504-5687 (phone)

6. [Signature] (sign), (address)
Bonnie J. Crabtree (print name), 515-441-4668 (phone)

7. [Signature] (sign), 120 Balboa Ave Apt B2 (address)
Cheyenne Lynn (print name), 319-529-2016 (phone)

8. [Signature] (sign), 120 Balboa ave apt 1B (address)
Miss Galt (print name), 563-380-5665 (phone)

9. [Signature] (sign), 120 Balboa Ave Apt 3B (address)
David Fauser (print name), 319 252 6487 (phone)

10. [Signature] (sign), 120 Balboa Ave Apt C4 (address)
Angella Spiers (print name), 319-230-2363 (phone)

for more information contact John Dutcher 319.240.2497

Item F.5.a.

Petition for a New Kwik Star Convenience Store

to be located at the Southeast Corner of Greenhill Road and South Main Street.

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. [Signature] (sign), 108 Balboa A-3 (address)

Shane Roberts (print name), 319-939-6119 (phone)

2. [Signature] (sign), 1238 Clark Drive (address)

Jessica Boehmley (print name), 319-464-7068 (phone)

3. [Signature] (sign), 606 Beverly Hill St (address)

MARTY HOEL (print name), 319-231-1367 (phone)

4. [Signature] (sign), 606 Beverly Hill (address)

Ann Hoel (print name), 231-1367 (phone)

5. [Signature] (sign), 3011 Abraham Dr. C.F. (address)

Wannen Brecheisen (print name), 319-277-2118 (phone)

6. [Signature] (sign), 2006 Hilton Dr (address)

D. Michael Lewis (print name), 266-6467 (phone)

7. [Signature] (sign), 2006 Hilton Dr., CF (address)

Linda L. Lewis (print name), 319-266-6461 (phone)

8. [Signature] (sign), 155 Woodlawn Rd Waterloo (address)

Todd Loes (print name), 319-226-6346 (phone)

9. [Signature] (sign), _____ (address)

(print name), _____ (phone)

10. [Signature] (sign), 1165 Casper Ave, ^{plumbville} (address) _{sc 666}

Bev Bahlmann (print name), 319-269-7772 (phone)

for more information contact John Dutcher 319.240.2497

Petition for a New Kwik Star Convenience Store

to be located at the Southeast Corner of Greenhill Road and South Main Street.

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. Madison Brewer (sign), Waverly, IA (address)
Madison Brewer (print name), 319-215-6914 (phone)

2. Madelyn Cain (sign), Waverly, IA (address)
Madelyn Cain (print name), 819-939-2149 (phone)

3. Leanne Brussen (sign), Waverly, IA (address)
Leanne Brussen (print name), 319-269-3711 (phone)

4. Anne M Gardner (sign), Allison Iowa (address)
Anne M Gardner (print name), 319 429 8181 (phone)

5. Andrea Tiemessen (sign), Ionia IA (address)
Andrea Tiemessen (print name), 319 464 8452 (phone)

6. Dorey Jelan (sign), 120 BALBOA AVE PPT A-4 (address)
Dorey Jelan (print name), 319-433-8278 (phone)

7. Mintha Pham (sign), 120 BALBOA AVE PPT A-4 (address)
Mintha Pham (print name), 319-433-8278 (phone)

8. Lynn Joram (sign), 120 BALBOA AVE PPT A-4 (address)
Lynn Joram (print name), 319-466-0178 (phone)

9. Mary Moran (sign), 505 203-8591 108 Balboa (address)
Mary Moran (print name), _____ (phone)

10. Amanda Baker (sign), 2703 Big Woods Rd CF (address)
Amanda Baker (print name), 319-215-8759 (phone)

Item F.5.a.

Petition for a New Kwik Star Convenience Store

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1. Bobbette Fortney (sign), 12842 Balboa Ave (address)
Bobbette Fortney (print name), 277 3358 (phone)
2. Katie Norman (sign), 1820 Rainbow Dr. (address)
Katie Norman (print name), 515-707-8166 (phone)
3. Erich Simmer (sign), 210 Balboa Ave Apt A2 (address)
Erich Simmer (print name), 319-429-5844 (phone)
4. Pat Heilem (sign), 128 Balboa 1st (address)
Pat Heilem (print name), _____ (phone)
5. Jamie Kitzner (sign), 128 BALBOA #B2 (address)
JAMIE KITZNER (print name), 641-751-3325 (phone)
6. David Fish (sign), 210 Balboa Ave #C-1 (address)
DAVID FISH (print name), 319-269-0199 (phone)
7. Matt Boehmer (sign), 1238 Clark Dr. (address)
Matt Boehmer (print name), 563-422-4320 (phone)
8. Scott Johnson (sign), 106 1st NW Tripoli, IA (address)
Scott Johnson (print name), 319-239-0608 (phone)
9. Christine Hubke (sign), Shell Rock, IA (address)
Christine Hubke (print name), 319-885-4341 (phone)
10. Jamie Crawford (sign), Shell Rock, IA (address)
Jamie Crawford (print name), 319-885-4341 (phone)

for more information contact John Dutcher 319.240.2497

Petition for a New Kwik Star Convenience Store

to be located at the Southeast Corner of Greenhill Road and South Main Street.

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. Christyna Huber (sign), 2105. Elizabeth St. (address)
Clarksville IA
Christyna M. Huber (print name), 319-830-8520 (phone)
2. Carol Heider (sign), 308 5th St Allison (address)
CAROL HEIDER (print name), 319-239-9196 (phone)
3. Shirley Hulbert (sign), 813 N. Cherry, Shell Rock (address)
Shirley Hulbert (print name), 319-885-6445 (phone)
4. Laura Green (sign), Clarksville IA (address)
Laura Green (print name), 278-9064 (phone)
5. Donnette Groeneveld (sign), 607 Logan Ave Waterloo (address)
Donnette Groeneveld (print name), 319-596-5307 (phone)
6. Kacie Schlamp (sign), 409 N. Cherry St. Apt 5 Shell Rock (address)
Kacie Schlamp (print name), 319-~~8518~~ 8518 (phone)
7. Leni Hirsch (sign), Shell Rock, IA (address)
Leni Hirsch (print name), 319-885-4341 (phone)
8. ~~Matthew~~ (sign), _____ (address)
_____ (print name), _____ (phone)
9. Brandy Berkley (sign), 1025 Cottage St Waterloo 50703 (address)
Brandy Berkley (print name), 319-429-0835 (phone)
10. Helban Rubin (sign), 106 Balbra Ave Apt C-3 (address)
Helban Rubin (print name), 319-486-2355 (phone)

for more information contact John Dutcher 319.240.2497

Item F.5.a.

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1. Martin E. Bahlmann (sign), 315 Washington St. CF (address)

Martin E. Bahlmann (print name), (319) 415-8685 (phone)

2. Arthur Gadbais (sign), 1028 west 13th CF (address)

Arthur Gadbais (print name), Arthur Gadbais 2668434 (phone)

3. Bill Randall (sign), 414 E. 10th St. (address)

MICHAEL R MURPHY (print name), 319 234 0161 (phone)

4. Michael Murphy (sign), 515 Autumn Lane C.F. (address)

_____ (print name), _____ (phone)

5. Debbie Renn (sign), 620 4th Ave NW, Waverly (address)

Debbie Renn (print name), 319-352-4161 (phone)

6. Deb Drewes (sign), 1139 Wall Gate (address)

Deb Drewes (print name), 319 287-5650 (phone)

7. Jody Lenstra (sign), 817 7th St. Dike (address)

Jody Lenstra (print name), 563 564-6395 (phone)

8. Adam Jacobson (sign), 223 N. Walnut shell-Back IA. (address)

Adam Jacobson (print name), 319-415-0829 (phone)

9. Bailey Johnson (sign), 905 9th St Allison IA (address)

Bailey Johnson (print name), 319-231-3962 (phone)

10. Richard L. Foster (sign), 221 Balboa Ave. (address)

Richard L. Foster (print name), 319-242-1753 (phone)

for more information contact John Dutcher 319.240.2497

Petition for a New Kwik Star Convenience Store

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1. CHH (sign), 5314 Norse Dr. CF (address)

Calayna Hohenberger (print name), 319-243-5000 (phone)

2. Stacia Wiedner (sign), _____ (address)

Stacia Wiedner (print name), 319-600-4731 (phone)

3. Connie Meisger (sign), 2401 Ridge Rd TRAFALGAR (address)

Connie Meisger (print name), 319-478-8933 (phone)

4. Brandy Jones (sign), 319-291-8325 (address)

Brandy Jones (print name), _____ (phone)

5. Martha J. Caster (sign), 3731 Cedar Terrace Dr., W'loo (address)

Martha J. Caster (print name), 319-231-6304 (phone)
I work at Arrowhead

6. Jennifer Pardy (sign), Jennifer 226 Bluebell Rd (address)

Jennifer Pardy (print name), 319-575-5860 (phone)

7. Samantha Bergman (sign), Alison Iowa (address)

Samantha Bergman (print name), 319-240-3395 (phone)

8. Jody Curren (sign), 27901 F Ave Conrad, IA (address)

Jody Curren (print name), _____ (phone)

9. Sue Hrodey (sign), 6725 N Union Rd CF (address)

Sue Hrodey (print name), 319-883-0663 (phone)

10. Pam Hall-Pam Hall (sign), 2211 Sunnyside Dr. CF (address)

_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

Item F.5.a.

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1. Sherry Whitehead (sign), 102 Fair Oaks Place Hudson (address)

Sherry Whitehead (print name), 319-988-4512 (phone)

2. Sandy Lahr (sign), 1104 9th St NW, Waverly (address)
(work in CF)

Sandy Lahr (print name), 319-352-2857 (phone)

3. Becky Hesse (sign), 6815 Streeter Rd (address)
C.F.

Becky Hesse (print name), 319-415-3550 (phone)

4. Angie Fox (sign), work in CF (address)

Angie Fox (print name), 319-334-4631 (phone)

5. Sue Zimmerman (sign), 2304 Fairview Dr CF (address)

Sue Zimmerman (print name), 319-240-0076 (phone)

6. Robin Hingtgen (sign), 3127 Hillcrest Dr. CF. (address)

Robin Hingtgen (print name), 319-269-7476 (phone)

7. Jenice Engel (sign), 120 E Elm St Clarksville (address)

Jenice Engel (print name), 319-288-4014 (phone)

8. Jack Anhorn (sign), 2840 Crestline Avenue Waterloo (address)

Jack Anhorn (print name), 319-240-7729 (phone)

9. Will Etjen (sign), 4043rd St P'burg IA (address)

Will Etjen (print name), 319-230-1307 (phone)

10. Elizabeth Wyant (sign), 1003 E. Main St., LPO (address)

Elizabeth Wyant (print name), (BA) 610-6690 (phone)

for more information contact John Dutcher 319.240.2497

Petition for a New Kwik Star Convenience Store

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1. Mary M George (sign), 1621 E Ridgeway Ave (address)
Mary M George (print name), 319 240 5159 (phone)

2. Andrea Herzberg (sign), 618 Ayers Ave. Evansdale (address)
Andrea Herzberg (print name), 319-830-7538 (phone)

3. Jackie Sohn (sign), 9710 Westbrook Rd. CF (address)
Jackie Sohn (print name), 319-240-8341 (phone)

4. Tricia Podhasky (sign), 411 Maple Avenue - Waverly (address)
TRICIA PODHASKY (print name), 319-239-0779 (phone)

5. Alyssa Jurgens (sign), 117 Franklin St Cedar Falls (address)
Alyssa Jurgens (print name), (319) 240-4212 (phone)

6. Amie Woodyard (sign), 421 1st St. Janesville (address)
Amie Woodyard (print name), (319) 240-1008 (phone)

7. Tim Stoney (sign), 1026 Robin Rd (address)
Tim Stoney (print name), 415-7752 (phone)

8. Sara Doyle-Pow (sign), 2523 Feather Ridge Pl (address)
Sara Doyle-Pow (print name), 319-445-3315 (phone)

9. Michelle Scherer (sign), 703 Walnut St CF (address)
Michelle Scherer (print name), 319-240-6511 (phone)

10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

Item F.5.a.

Petition for a New Kwik Star Convenience Store

to be located at the Southeast Corner of Greenhill Road and South Main Street.

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. Amy Strain (sign), 108 A4 Balboa Ave. (address)

Amy Strain (print name), (319) 529-7381 (phone)

2. Devin Reynolds (sign), 108 A4 ~~108 A4~~ Balboa Ave (address)

Devin Reynolds (print name), (319) 427-4985 (phone)

3. Amber Smith (sign), 108 A4 Balboa Ave. (address)

Amber Smith (print name), (319) 504-5850 (phone)

4. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

5. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

6. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

7. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

8. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

9. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)

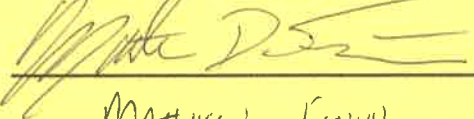
_____ (print name), _____ (phone)

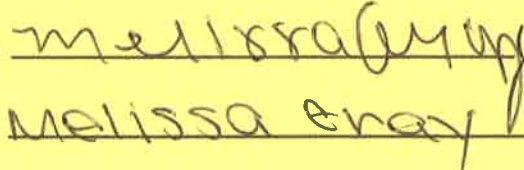
for more information contact John Dutcher 319.240.2497

Petition for a New Kwik Star Convenience Store

to be located at the Southeast Corner of Greenhill Road and South Main Street.

We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1.  (sign), 108 BALBOA AVE # B3 (address)
MATTHEW FININ (print name), 563 271 8089 (phone)

2.  (sign), 108 BALBOA AVE # B1 (address)
MELISSA GRAY (print name), 319-269-9661 (phone)

3. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

4. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

5. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

6. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

7. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

8. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

9. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

- 1. Nancy McKenna (sign), 70 1st Raymond IA 50667 (address)
Nancy McKenna (print name), 319-233-9478 (phone)
- 2. Melissa Deegan (sign), 310 Mill St Traer, IA (address)
Melissa Deegan (print name), 319 240-1561 (phone)
- 3. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 4. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 5. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 6. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 7. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 8. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 9. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. [Signature] (sign), 812 Latham Pl Cedar Falls (address)
Jesse Gleason (print name), 319 939 2104 (phone)

2. [Signature] (sign), 2022 Maplewood Dr. CF (address)
Leslie Nixon (print name), 319-240-8937 (phone)

3. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

4. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

5. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

6. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

7. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

8. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

9. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

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1. Jennifer Reese (sign), 1804 Continental (address)

Jennifer Reese (print name), _____ (phone)

2. Patruin King (sign), 219 Lichty Blvd. (address)

Patricia King (print name), _____ (phone)

3. Michelle Wray (sign), 118 Elm (address)

Michelle Wray (print name), _____ (phone)

4. Michele Schmucker (sign), 1733 54th St (address)

Michele Schmucker (print name), _____ (phone)

5. Alex Bear (sign), 201 Royal Dr (address)

Alex Bear (print name), _____ (phone)

6. Dylan Bear (sign), 201 Royal Dr (address)

Dylan Bear (print name), _____ (phone)

7. Shawn Reese (sign), 1804 Continental (address)

Shawn Reese (print name), _____ (phone)

8. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

9. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. Melissa Duncan (sign), 226 Bluebell Rd CF (address)

Melissa Duncan (print name), 641-351-9408 (phone)

2. Christine Burchard (sign), 226 Bluebell Rd (address)

Christine Burchard (print name), 319 429-9408 (phone)

3. Jan Ives (sign), 226 Bluebell Rd. CF (address)

Jan Ives (print name), 641-481-5964 (phone)

4. Jorden Redmond (sign), 226 Blue bell rd (address)

Jorden Redmond (print name), 319-575-5800 (phone)

5. Michelle Fischels (sign), 226 Bluebell Rd (address)

Michelle Fischels (print name), 319-575-5800 (phone)

6. Tiffanie Bruno (sign), 226 Bluebell Rd (address)

Tiffanie Bruno (print name), 319-575-5800 (phone)

7. Renee Keese (sign), (319)-429-8874 (address)

Renee Keese (print name), 226 Bluebell Rd (phone)

8. Sarah Ringena (sign), 226 Bluebell (address)

Sarah Ringena (print name), 319-575-5800 (phone)

9. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

Item F.5.a.

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. Andrew Johnson (sign), 120 Balboa Ave pt B3 (address)

Andrew Johnson (print name), 319-534-8639 (phone)

2. Randy Spiers (sign), 120 Balboa Ave #C4 Cedar Falls (address)

Randy Spiers (print name), (319) 288-2363 (phone)

3. Darota Lynn (sign), 120 Balboa Ave apt B4 (address)

Darota Lynn (print name), 641-456-8914 (phone)

4. Mark Johnson (sign), 108 Balboa Ave Apt C-1 (address)

Mark Johnson (print name), 429-9841 (phone)

5. Ayssa Johnson (sign), 108 Balboa Apt C-1 (address)

Ayssa Johnson (print name), 429-9841 (phone)

6. Marta Juliana (sign), 120 Balboa Ave. C1 (address)

Marta Juliana (print name), 319-240-1619 (phone)

7. Andrew Nauho (sign), 120 Balboa Ave C1 (address)

Andrew Nauho (print name), 319-429-9877 (phone)

8. Chris Snider (sign), 120 Balboa Ave. Apt. 2B (address)

Chris Snider (print name), 319-493-8483 (phone)

9. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

10. _____ (sign), _____ (address)

_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

1. David Muse Jr (sign), 218 BALBOA AVE (address)
DAVID MUSE JR (print name), 319-277-3994 (phone)
2. Josh Medhus (sign), 401 Balboa Ave. (address)
Josh Medhus (print name), 641-328-4113 (phone)
3. CS (sign), 405 Cordoba Ave (address)
Chase Schrader (print name), 319-610-1629 (phone)
4. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
5. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
6. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
7. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
8. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
9. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

Item F.5.a.

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We the undersigned request that the City of Cedar Falls move forward and approve the plans for a Kwik Star Convenience Store at Bluebell Road and Coneflower Parkway.....

- 1. Missy Miller (sign), 1022 Mulletop Rd (address)
Missy Miller (print name), 563-380-1485 (phone)
- 2. Shannon Schrage (sign), 3810 Legacy W CF (address)
Shannon Schrage (print name), 319-240-4812 (phone)
- 3. Ang Hulstein (sign), 4216 Deana Dr, CF (address)
Ang Hulstein (print name), Lovy Hulstein (phone)
- 4. Jennifer Garcia (sign), 1503 Pin Oak Dr. Cedar Falls (address)
Jennifer Garcia (print name), (319)575-0005 (phone)
- 5. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 6. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 7. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 8. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 9. _____ (sign), _____ (address)
_____ (print name), _____ (phone)
- 10. _____ (sign), _____ (address)
_____ (print name), _____ (phone)

for more information contact John Dutcher 319.240.2497

Subject: letter to Cedar Falls City Council and Mayor

301 Spruce Hills Dr.
Cedar Falls, IA 50613
February 10, 2018

Dear Mayor and City Council Members;

A few weeks ago, I discussed with four City Council Members my concerns regarding the proposed Kwik Star at Coneflower and Bluebell, along Greenhill. I live at 301 Spruce Hills Dr. My backyard is directly across Greenhill from the proposed site of the Kwik Star with intended 24 hour operation of the store, gas pumps and car wash.

At this time, I present this letter to the full council and mayor with prayers that my concerns will be heard and either the Kwik Star will be deemed unsuitable for the proposed site or that, if this business must be allowed, that the appearance, hours of operation, and landscaping will be addressed to minimize the detrimental impact on the neighborhood.

My concerns:

1. Pollution: Although Kwik Star states they have a double filter system for surface drainage and new underground storage tanks, such systems will eventually leak. The flora and fauna in the nearby catch basin and Dry Run Creek cannot withstand additional pollution. In addition to petroleum products and exhaust pollution, the inevitable customer litter, i.e., wrappers, cups, etc., will join the landscape.

2. Other pollutants: Noise. Upon P & Z request, Kwik Star performed a noise test at a different store to check the decibels of the car wash. I question the applicability of that study. Kwik Star HAS stated the noise comes from Greenhill. In the overnight hours, Greenhill is fairly quiet. The blower noise, car wash noise and delivery truck noise will break that silence for nearby neighbors.

Lights: The down facing lights in the Kwik Star canopy at Ansborough and Hwy 20 in Waterloo are very white and bright. If these same lights are installed at the proposed Kwik Star, and installed at the proposed height, the homes unshielded by the earthen berm with wooden fence on the north side of Greenhill will be brightly lit 24 hours a day. If Kwik Star is approved, can the earthen berm and fence be extended to Estate Drive to minimize the detrimental impact of this development on the neighbors' quality of life?

3. Mission Style: The proposed Kwik Star does not conform to the Mission style architecture required of other businesses in Pinnacle Prairie. The Public Safety Building was required to modify its original design to be more conforming. The coloring and lighting on the canopy proposed by Kwik Star are unlike any other business in this area. The red light line surrounding the canopy should be eliminated. The canopy and building should be shades of tan or brown to blend with neighboring businesses. The current plan does not reflect the Mission theme of Pinnacle Prairie.

4. Hours: Kwik Star is a 24 hour 7 day a week business. Greenhill has no 24 hour businesses. Viking and University, less than 1 mile in either direction from Greenhill, have 24 hour businesses with the increased noise and traffic that accompany those hours. There are already 4 gas stations within 0.5 to 2.0 miles of the proposed site. Part of planning should include a diversity of services, not a glut of gas stations.

5. Unresolved traffic concerns. Current traffic congestion, increased volume, and traffic speeds along Greenhill at South Main will not go away while housing and business development continues and as planned area road construction and re-construction begin in 2018 and 2019. I fear this area will become much like the current Viking and 58 area in traffic and tone.

Thank you for serving the people of Cedar Falls.

Sincerely,
Denise Flory
319 239 5708

Item F.5.a.

From: Dan Barfels

Sent: Wednesday,

To: Jim Brown; susan.deubur@cedarfalls.com; Mark Miller; Daryl Kruse; Tom Blanford; Frank Darrah; Rob Green; David A. Wieland; David Sturch

Subject: Kwik Star

February 14, 2018

Dear Mayor and City Council;

I write this memo summarizing my concerns with the Kwik Star proposal.

Our concerns went unanswered by Planning and Zoning. I ask the Council to address these concerns before the Kwik Star proposal moves forward:

1. Kwik Star does not fit the character of the neighborhood (as the WalMart proposal did not fit this same neighborhood.) The design of the building does not conform to the Mission style as all other buildings in the Prairie Parkway.
2. Hours of Operation: There are no businesses on Greenhill (from Hudson Road to Hwy 218 in Waterloo) that operate 24 hours a day. NONE!
3. Limited hours of car wash use: Planning and Zoning requested limited hours of car wash operation from 8 am to 8 pm. There was no real response.
4. Time of Deliveries of fuel and store products to Kwik Star. In Fareway's proposal, nothing would be delivered after 9 pm.
5. Property Values of homes across Greenhill from the proposed Kwik Star are diminished.
6. Landscaping: In the Kwik Star proposal, 6 foot trees were going to be installed. Planning & Zoning said 8 – 10 foot trees. With the depth of the land close to Greenhill, this size tree is still not adequate to act as a noise and sight barrier like Conifers or pine trees at a minimum of 20 foot tall would be.
7. Who will be testing the water quality in the holding pond next to the proposed Kwik Star?
8. Planning and Zoning addressed the red lights on the North Side of the gas pump canopy. These lights should be eliminated. No other businesses in this area have such displays.
9. Request a sign stating "No overnight parking" so that semis do not park overnight. Presence of the sign would allow police enforcement.
10. Petitions submitted by area residents should carry more weight than any other submitted petitions.
11. Concerns of crime at 24 hour businesses with the latest armed robberies at Kwik Star in Waterloo and at Casey's on University,
12. Greenhill has turned into the new university with additional and stop lights. Kwik Star has a proposal to add a turn lane and move the bike trail. If Greenhill is truly an arterial, it should not need turn lanes and stop lights.
13. Traffic concerns. Increased traffic to the Kwik Star on an already overburdened road should not put others at risk. Traffic related to the Public Safety Building, the proposed Fareway and proposed Kwik Star will turn the intersection of Greenhill and South Main into Viking and Hwy 58 with congestion and accidents and loss of life.
14. Traffic congestion in the area may and will likely at some point delay the response time for firefighters, police and public safety workers to Cedar Falls citizens.
15. Again, these Pinnacle Prairie lots were mixed use. The advertising board on the corner pictures an area of business offices and outdoor activity with people strolling about. It was after these homes

backing Greenhill were built that the change to commercial was made. Recently other lots in Pinnacle Prairie are now listed as “commercial”.

16. The Kwik Star representative has NOT showed the neighbors that Kwik Star wants to be a good neighbor so what are they going to be like as neighbors. The Fareway representative is willing to work with neighbors in the planning stage and after they are open as he stated at a Planning & Zoning meeting.

I ask you to please consider these concerns and questions before the city moves forward with the Kwik Star proposal. Thank you for your time and consideration. These are safety and quality of life concerns.

Sincerely,

Kathy Barfels
305 Spruce Hills Dr.
Cedar Falls, IA 50613

Item F.5.a.

WES & BONNIE POLEY 109 Cordoba Ave. ~ Cedar Falls, IA 50613 ~ 319/266-3423 ~ poley@cfu.net

February 15, 2018

City Council/Mayor
c/o Dept. of Community Development
220 Clay St.
Cedar Falls, IA 50613

RECEIVED

FEB 16 2018

Public Records Division

Re: Kwik Star, Fareway projects

To the Council Members and Mayor Brown:

Thank you for notification that the *Site Plan Review* for the SE corner of Greenhill Rd. and S. Main St. is on the agenda for the 2/19/18 meeting. We live about a block south of the area at the corner of Cordoba and S. Main and have concerns.

First, we are frequent customers of both Kwik Star and Fareway and appreciate both businesses.

Our primary concern, along with many of our neighbors, is the intersection of Greenhill and Main St. We travel through this intersection several times a day and it often feels like dodge 'em while coming from the south trying to turn left on to the single lane of Greenhill. It is extremely unsafe, especially for north and south bound traffic. It's good the city observed the intersection for a time, but until it is experienced on a regular basis, it's impossible to understand what a safety issue this is, particularly considering the large senior citizen population (ourselves included!) in the area. At minimum, as a *temporary* measure, north and south traffic should alternately stop and go (similar to Cedar Heights/Greenhill and 12th/Main). We strongly believe this safety issue must be addressed very soon; definitely before any additional development is approved and the Public Safety building construction begins.

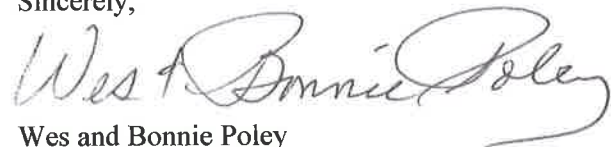
While we won't be directly affected, we are very concerned for our neighbors north of Greenhill and along Balboa who will have their lives and property adversely affected by the lighting, traffic, noise, litter, etc. generated by these two businesses, particularly a 24/7 convenience store operation.

When the Pinnacle Prairie plans were initially proposed by Lockard, we were pleased to see the commercial area was in the middle of the development, away from existing residences. It was located where people could choose to build up to it. Now because the businesses (gym, theaters, city center) fell through, the commercial sites have been pushed to the perimeter adjacent to homes that have been there for as much as 30 years. It seems unfair that a planned community should be able to so adversely affect long-time residences. Also, it should be noted Greenhill Rd. from Highway 58 east and south to its end is lined primarily with residences (many at least a decade old) plus some office/medical buildings and a few service businesses. To the best of our knowledge, there is not a single purely retail business on this stretch. We strongly feel it should stay that way to avoid infringing on the property of long-time residences.

Finally, it appears there is an entrance to Fareway off Main St. With the proximity to an extremely busy intersection that will only be getting busier with developing residential areas, highway construction and the new city building plus a residential street (Balboa), this driveway is as unacceptable as it was when Casey's wanted to build there.

We appreciate and thank you for your consideration and service to the city we so proudly call home.

Sincerely,



Wes and Bonnie Poley
109 Cordoba Ave.

c: David Sturch

From: Kathy McCormack
Sent: Monday, February 19, 2018 1:15 PM
To: David Sturch
Subject: Kwik Star

Mr. Sturch -

I tried to email the council members individually, but the emails will not go through for some reason so I am sending this to you in hopes the council members will receive them. Thanks.

Mayor Brown & City Council Members:

I planned on attending the city council meeting tonight, but pending the icy weather I'm not sure I will be there so decided to put together a few of my restrictions that should be thought about, concerns & questions and some facts about the proposal of the upcoming Kwik Star on Greenhill Road. I hope you will give this entire building proposal some thoughtful consideration before voting. I appreciate your time taken to read through this.

Restrictions:

- 8'-10' trees as barrier on North side
- No overnight truck parking
- No red banner light on North side
- Restricted hours of operation (10 p.m. closing)
- Restricted car wash hours (9 p.m. closing)
- Low illumination of lights

Concerns/Questions:

- Mr. Dutcher's signatures included many non-tax paying residents
- Inviting crime
- Fareway provides food products next door
- Gas pollution run off issues
- Doesn't fit climate of neighborhood
- North drainage is same place as tree barrier

Item F.5.a.

- Doesn't fit the concept of Pinnacle Prairie
- Who pays for turn lane
- What's the vision for CF growth in this area
- Who monitors gas spillage

Facts:

- Crime is up in Cedar Falls
- Casey's already within 1 miles
- Vehicle traffic is considerably reduced after 10:00 p.m. on Greenhill
- No other businesses in that area is open 24/7
- Trees on Greenhill side won't block unsightly view

Thank you,

Kathy McCormack

4022 Southlawn Road

Cedar Falls, Iowa 50613

Sat, Mar 3, 2018 10:10 am

Subject: Kwik Star thoughts

Please share with city council members

Good morning Council,

I learned Friday night that the Kwik Star vote will be revisited at Monday night's council meeting.

As my neighbor stated at the last meeting, there are 3 competing interests here: the Kwik Star to gain profits, the city to expand tax base, and the citizens who pay taxes and seek quality of life, also known as health, safety and welfare, in return.

With the Kwik Star proposal, there is not a balance. While the gas station will reap financial gain, the neighbors will exponentially lose in health - with petroleum fumes in the air, oil product runoff into ground and area water, and constant light pollution; lose in safety with increased traffic on roads not currently equipped to handle such; and lose to welfare by having a never ending source of light and noise and traffic. Over 300 neighbors in the So Main, Greenhill, Heritage Hills & Eldorado Heights areas, the vast majority of which are homeowners and tax payers, are opposed to this 24 hour gas station car wash.

Kwik Star failed to respond to P& Z recommendations in a timely manner, missing the last council meeting when it was scheduled. Did Kwik Star accept the recommendations? Was it in writing? We've learned recently in zoning and city business, someone's "word" is not enough, it must be in writing.

The issues of 24 hour lights, pollution, and traffic flow with ongoing area developments and anticipated and scheduled road "modifications" to 58 at Greenhill & Viking remain.

Please consider the investment of the citizens in the neighborhoods that will be impacted negatively by the development of a 24 hour gas station/ convenience store with detached car wash. On a personal note, I was told I could personally erect an 8 foot fence because my property borders Greenhill. Such a fence would not block the lights of a canopy 15-18 feet high or the taller parking lot lights. My neighbors to the west benefit somewhat from an earthen berm and wooden fence but the parking lot lights would still infringe on their peace and well-being. Is there a way for current residents to be protected?

The neighbors are not opposed to development in this area. The Fareway is a good example. A business that is not 24 hours 7 days a week of open operation and without overnight bright lights would be more acceptable. A bank, credit union, insurance office, dentist, medical supply company or other type office are possibilities.

As you reconsider this, consider not only the benefits of a gas station but also the costs to the neighbors and the environment.

Thank you.
Denise Flory
301 Spruce Hill Dr Cedar Falls

Item F.5.a.

March 3, 2018

Dear Council Member

Today I heard through the grapevine that the city of Cedar Falls was going to allow Kwik Star to convince them to put that issue back on the agenda next week after being voted down by the council during the last council meeting. This is very disheartening to the residents that live in the affected neighborhood along Greenhill Road and others who have paid property taxes here or at another location in Cedar Falls for many years then to see the city bend over backwards and cater to one small franchise who want to build a glamorized all night gas station in the middle of a residential neighborhood. As you already know this opens the door to noise pollution, traffic pollution, crime potential, and a very high probability of chemical spills and ground contamination from gasoline, diesel fuel, detergent contaminates from the car wash, and oil run off to this proposed holding pond Kwik Star plans to have on the premises. The gentleman from Kwik Star has misled the council on several key points listed below.

1. He claimed in a statement to the planning and zoning committee that **ALL** spills regardless of size were cleaned up and a formal report filed with the EPA. In a conversation with their store located nearby on Ridgeway I spoke to the manger and asked that exact question. According to what I was told small spills were not dealt with until they reached basketball size or larger and that works only if the person spilling gas reports the spill to them. Most people won't bother to say anything about a spill. In essence this statement made by the Kwik Star rep is false and opens the door to environmental issues that could involve EPA investigations with the city. I intend to notify the EPA if this store is allowed and make sure water samples of this holding pond are taken at required intervals according to their regulations.
2. Another misleading statement I caught from the Kwik Star rep was made during one of the meetings with the planning and zoning committee. Someone in attendance asked him about considering changing the layout of the carwash around so the exit would be on the South side instead of the North as it was planned. This concern was due to noise issues toward the residents along Greenhill to the North. The Kwik Star rep responded by saying "if we have to do that the plans will be pulled and the project will not happen". At the very next meeting not only were the plans changed to propose the exit on the South side but the entire plans were changed to have the carwash as a completely separate building.
3. The noise issue is one of great concern. As all of you know Cedar Falls already has an ordinance on the books that prohibit any unnecessary noise around neighborhoods between the hours of 10:00PM and 7:00AM. How would any of you rationalize allowing an all night business generating noise to operate in violation of your own ordinance?
4. At one meeting the rep from Kwik Star reported that noise levels had been taken at a store somewhere in Wisconsin with reported levels within the guidelines. Why weren't readings taken at their store nearby on Ridgeway Avenue if they were not going to use readings from the store in question? I spent 23 years working in the Engineering Department at Viking Pump and during those years spent many hours testing and reporting sound analysis information. Industry standards require that sound levels must be no more than 86db(A) taken 1 meter away from the mechanical item producing the noise in question. The equipment used to take these readings must also have complete calibration records that show up to date current calibration data from a certified calibration company. The equipment used to take these readings must be of quality enough that it is able to have this calibration.

These examples of concerns should show the council that this Kwik Star rep is willing to say anything to get approval for his store. How many more misleading facts might surface too late after the store is approved.

This list is only some of the misleading statements I caught during the several meetings I attended. I'm certain there are other examples from the numerous residents that are against this project.

On two occasions Mr. Dutcher came forward with documents of a petition he spear headed listing those in favor of the project. I'm sure this was done to counter the petition generated against the building of a Kwik Star in this location. Please notice that I said this location. No one is saying we are against city development; we are only against development at the cost and hardship of people who would live in close proximity to it. In Mr. Dutcher's own words he reported that the signatures he collected were from businesses and renters of apartments he is associated with nearby. Of course other businesses would favor such a project. A business has nothing to lose if it's built and every business along the entire stretch of Greenhill is operating on regular daytime 8-5 or similar hours. The people in these businesses won't even be around during the all night operations of the proposed Kwik Star. As for the signatures of the renters from the buildings he refers to, they do not have any equity in the units they rent nor do they have anything to lose from such a project. However the homeowners along Greenhill have much to lose.

The residents concerned with this issue have been paying taxes and have been loyal to Cedar Falls for many years. Many of them have put it all on the line in buying their last home or their dream home. To do this meant hardships for all who have endured high taxes and house payments for 30 years or more to get where they're at now. We all saw property taxes rise another 10% last fall due mainly to a school tax bill that was voted NO several times and after constant push from the city was somehow voted in. All of you know this Kwik Star project would not increase any home values at all and in fact most likely would drop values on many of the homes. You have the option to tell Kwik Star to locate elsewhere on the 700 acre plot of land Lockard says is available. There are many types of good businesses that operate during normal hours that will locate on these lots along Greenhill. Is the city that hard up to let gas stations fill these areas instead of nice looking office buildings?

If you are a council member that voted against the project I commend you for your concern of the residents which should be your number one concern and plead with you to support the residents and vote against the issue again. If you are a council member that voted for the issue I urge you to put yourself in place of the people, see through the smoke screen of Kwik Star, and vote against it. The people are the backbone of Cedar Falls, not gas stations. Is that the best we can do for our community?

On one final note I am dumb founded to understand how an issue can be on the agenda for several months, go through numerous discussions, be voted down by the legal process set forth by the city of Cedar Falls then somehow show up again several weeks later for discussion trying to persuade a vote change of certain councilmen on their votes. What kind of voting process allows an issue to be voted on again time after time? Where is a letter informing people in advance on another council meeting concerning this issue? This entire process is ridiculous!

Jerry Dixon
218 Spruce Hills Drive

Item F.5.a.

From: Colleen Wagner

Date: March 3, 2018 at 11:21:28 AM EST

To: "markm@cfu.net" <markm@cfu.net>, "Tom.Blanford@cedarfalls.com" <Tom.Blanford@cedarfalls.com>, "wfd@cfu.net" <wfd@cfu.net>

Subject: Kwik Star Project

Members of the City Council –Mark Miller, Tom Blanford, Frank Darrah

We live at 217 Spruce Hills Drive in Cedar Falls. When we moved here close to 30 years ago, we were at the dead end of the road. There were corn fields to the east of us all the way to about one block this side of Rownd St. There was no Greenhill Road – that, too, was a cornfield south to the Western Home Windgrace Independent Living Community. Then Greenhill Road came, but we were told there would not be much traffic on it so there would be no stoplights but they did build a wooden fence on the south side of the houses that were there just to keep the traffic noise out.

That was then, this is now – many large fancy homes have been built to the east of us. Greenhill Road is a racetrack – sometimes the traffic noise is so loud you can hardly hear inside your home. Many stoplights have been added as well. Much has been built on the south side of Greenhill as well, but it is professional buildings.

Now we are told they want to build a Kwik Star station there. This is NOT acceptable to any of us who live along here. There is a new Casey's Station about a mile west of here – do we need a station in every block? There will be loud cars with loud music, tanker trucks in and out, car wash noise with loud blowers, trash blowing all over – especially right into our yards. Oh, yes, they said they would put in special lights so they would only light up their lot during the night. Have you ever driven by a station at night? I have never seen one where the lights shine only on their lot at night. You can see lights from any station blocks away which means our house will be totally lit up all night long.

I know this area has been changed to "MU" lots which can be used for professional buildings but a Kwik Star does NOT belong in this area. It will be the only building that will be open 24/7 and we do not need this nor do we want it. It seems very inappropriate to put a station in our residential area. Hundreds of residents who live in this area and pay taxes, do NOT want this station. Will you overrule these residents for one company to move in and ruin our residential area? When will the voters be listened to?

As you can see, we are not opposed to Fareway but a station is just not acceptable. It seems a bit odd that one man would stand up and say he approves of this and asks that you move forward with it when he does not even live in the area and it would have absolutely no effect on him in any way. I feel strongly certain if a station was being built directly across the road from the home where any of you live, you would not be in favor of it at all. Please consider those of us who live here. We do NOT want this for our neighborhood. We need you to support us – the taxpayers.

We ask that you please, please do everything in your power and NOT allow the Kwik Star to be built here. It needs to be built out in a more retail oriented area. That would make much more sense.

Please help us.

Thank you,

Mike and Coleen Wagner
217 Spruce Hills Drive

John Dutcher

1238 Clark Drive, Cedar Falls Iowa 50613

319-240-2497 john@balboapt.com

March 4, 2018

Cedar Falls City Council

Susan deBuhr ✓

Daryl Kruse

Rob Green

David Wieland

Mark Miller

Tom Blanford

Frank Darrah

Subject: Request to reconsider the recent Kwik Star vote.

In reflecting on the rejection of the request for a new Kwik Star in the Prairie Park addition, I am concerned. This is a 3.2 Million dollar project, with no tax abatement. If brought before 99% of the towns, villages and other cities in Iowa, they would most certainly approve this request. After over 2 months of discussion and adjustments with planning and zoning the proposal passes with a 6 to 1 vote.

Three issues were brought up at city council....

First, street traffic and safety.

Second, concerns of the oil separator.

Third, the issue of quality of life for the residents around that site.

With regard to the traffic issue, the city is proposing a study of the Greenhill, South Main Street intersection within 2 years. Having worked at the intersection of Balboa Avenue and South Main Street for the last 11 years, I have never had a problem with the traffic volume, or safety at that intersection. City traffic counts indicate that there is not a problem now. As a resident of Cedar Falls for 70 years, I have had more of a problem with the intersection of Royal Oaks Drive and First Street; more delays at the intersection of Clark Drive and 12th Street; more safety concerns at the intersection of 12th Street and Walnut Street; and more delays at the insertion of Walnut street and 1st Street. I understand as the city grows, we need to continually study the traffic problems, the city is on this and addressing this situation well.

The second issue was regarding the required oil separator. I have owned a business requiring a oil separator. I know how they work and have cleaned out the one I owned. Oil separators work. I believe as the city has indicated, that it will collect and trap oil, and will work well up to

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a 2" rain. If properly maintained it will probably never have more than a half a quart of oil in it any one time. Yes in the event of a 6" rain that half a quart of oil may go into a swollen stream. This should not prevent this project.

The third issue concerns quality of life around this site. Quality of life for all of our residents of Cedar Falls has been drastically enhanced as a result of this City ability to attract quality commercial including retail. As residents we have a great pool, rec center, art center, bike trails, baseball diamonds, parks, and so much more, all enhanced as a result of attracting commercial business to Cedar Falls. In addition, our housing values are higher than the surrounding areas as a result of true demand, in part to the strength of our commercial base.

There are some that are sorry that they can no longer look their window and see corn fields. Progressive change happens, thank you, Cedar Falls.

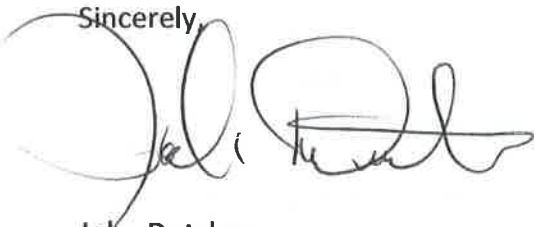
I live in Cedar Falls because of the quality of life here. I have over the past 50 years generally liked the direction and growth of Cedar Falls. I have owned commercial property in Cedar Falls for the last 40 years. Cedar Falls is where I want to live, and it is also where my son has chosen to live. Finding a community where you are comfortable to live in, with a place and a future for your children and grandchildren is important. Cedar Falls is such a place!

When we limit possibility for our citizens, consider what it does to our families, people move out of the area. Not all of our kids will be able to put on a white lab coat and work in the medical facilities in Prairie Park. We need balance in that area, A grocery store, a pharmacy, quality restaurants, a convince store, and more professional endeavors. Let's not close the door to others that may want to put a proposal together, some will look at what happened to Kwik Star, and possibly reconsider Cedar Falls.

I took the time to go over and stand in the center of the property where the proposed Kwik Star intends to build. I noticed that only 3 new buildings on Spruce Hill Drive are visible. All of the older homes are hidden by the green wall along Green Hill Road.

I am asking the City Council to reconsider the vote that rejected a new Kwik Star in the Prairie Park Addition to Cedar Falls.

Sincerely,

A handwritten signature in black ink, appearing to read "John Dutcher", written in a cursive style.

John Dutcher

From: Kathy McCormack

Date: March 4, 2018 at 2:08:34 PM EST

To: "rgreencf@gmail.com" <rgreencf@gmail.com>, "daveshar@cfu.net" <daveshar@cfu.net>, "wfd@cfu.net" <wfd@cfu.net>, "Tom.Blanford@cedarfalls.com" <Tom.Blanford@cedarfalls.com>, "KruseOnCuncil@aol.com" <KruseOnCuncil@aol.com>, "SusandeBuhr@cedarfalls.com" <SusandeBuhr@cedarfalls.com>, "Markm@cfu.net" <Markm@cfu.net>, "jim.brown@cedarfalls.com" <jim.brown@cedarfalls.com>

Subject: "Our citizens are our business"

Dear Mayor and Council Members:

We were totally perplexed when we received a phone call today advising us that some council member(s) may be contemplating changing their previous vote concerning the allowance of building a Kwik Star on Greenhill.

It totally disgusts and angers us to think outside pressure can or will change the minds of someone who voted not only with the information presented by neighbors, but with their hearts. To gain and continue the respect of Cedar Falls citizens would mean to vote the desire of the citizens and remain steadfast. Your own motto - "Our citizens are our business".

Four council members voted against the Kwik Star which should have been the end of the discussion. We are not opposed to the development of that piece of land, but insist the business should be conducive to the climate of the area. Clearly, a Kwik Star does not fit that criteria for numerous reasons.

We have emailed you prior to the last meeting addressing our concerns, questions, and objections of allowing a gas station to be built in that specific location. At this point it would be redundant to readdress those same issues. We are urging you to stay with the original vote and decline the opportunity for a gas station to be built on Greenhill Road.

Please review all the information and concerns that have been previously presented to you and vote with your conscious to not allow our neighborhood to be tainted with a business that belongs elsewhere in the city.

Thank you,

Kathy McCormack
4022 Southlawn Road
Cedar Falls

Tanner McCormack
224 Spruce Hills Drive
Cedar Falls

Item F.5.a.

From: Nino Costarella

Date: March 4, 2018 at 9:24:49 PM CST

To: <tom.blanford@cedarfalls.com>

Subject: Kwik Star

Mr. Tom Blanford,

My name is Nino F Costarella, I reside at 401 Heritage Road in Cedar Falls, Iowa. I am writing you to ask that you vote no to the reconsideration of the Kwik Star proposed site at Green Hill and Coneflower.

The Mission of the City of Cedar Falls states that it will maintain and improve the safety and desirability of Cedar Falls through the efficient delivery of public services, and the ongoing practice of open communication among council, staff, mayor, and the citizens.

The organizations first goal is to continue to provide a representative system, which identifies and anticipates concerns, problems, and opportunities, which are effectively addressed with **thoughtful** and decisive government actions.

The organizations fifth goal is to preserve the community's physical, human, and aesthetic assets by assuring that "Quality of Life" services are available for leisure, educational, cultural and personal enrichment of residents. Actively supporting the development of cultural, educational, recreational, and natural features which make Cedar Falls distinctive. Endorse planned community growth, which **protects** the unique, natural, and historic features of Cedar Falls.

As an elected council member you have been presented with 300+ names of residents that have signed petitions that **do not** want the twenty-four hour a day Kwik Star gas/convenience store to be located in their neighborhood at Green Hill and Coneflower. Along with the many documents citing traffic issues, fuel runoff, light and noise pollution, health and safety issues (as we see in the news all too often).

As stated in the above mission statement points we the residents are counting on you to vote **NO** to this potential defacing of a beautifully laid out residential and professional area between Cedar Heights Rd and South Main Street on Green Hill Road.

Ask yourself, if this gas station was proposed across from your home, family, and neighborhood would you vote for this. I think not.

Please do the right thing for the citizens of your community.

Thank you for your time in this matter,

Nino F. Costarella

From: **Craig Fairbanks**

Date: Sun, Mar 4, 2018 at 2:57 PM

Subject: Kwik Star reconsider

To: "rgreencf@gmail.com" <rgreencf@gmail.com>

Why is it that the citizens never get their wishes for quality of life. Over the last 10 years projects like this have been routinely have been turned down along this stretch of Greenhill in favor of the residents who live in the area. City Council has not seen these votes because they were stopped at planning and zoning level.

I have ground backed to Greenhill that I would have loved to provide some confidence for my residential neighbors but was forced into restricting the use of the property even though it met zoning.

I was assured by the developers that this is not the use that they would be looking for in that location. So with those assurances customers of ours built really nice homes across the street including my own home.

Please do not force this on us and stand by your original vote.

Thank you for your consideration

Craig Fairbanks
Fairbanks Builders

Item F.5.a.

From: **Penny Popp and Peter Huizinga**

Date: Mon, Mar 5, 2018 at 10:19 AM

Subject: Kwik Star

To: "jim brown@cedarfalls.com" <jim.brown@cedarfalls.com>, markm@cfu.net, "susan debuhr@cedarfalls.com" <susan.debuhr@cedarfalls.com>, Tom Blanford <Tom.Blanford@cedarfalls.com>, wfd@cfu.net, David <daveshar@cfu.net>, kruseoncouncil <KruseOnCouncil@aol.com>, Rob Green <rgreencf@gmail.com>

Tonight, on the Council's agenda, the reconsideration of the Kwik Star project will be addressed. For those of you who will need to decide this issue, please consider this:

Although the project met many, if not all guidelines and zoning requirements, a record number of citizen opposition occurred. City staff and Planning & Zoning did their job. Kwik Star was represented at every discussion and had ample opportunity to address the citizens.

When this project appeared before City Council, the project was voted down. Was there one specific reason or was there many? What was important was the massive citizen participation that this project inspired. Acting as the voice for the opposition for this project, I have listened to hundreds of voices concerned about noise pollution, light pollution, water and air pollution, property value, traffic concerns, crime and the overall effect of the health, safety and welfare of the neighborhood. These voices should spur more opposition to this project than just the four members who supported the citizens.

Please affirm the collective voice of the citizens by opposing any motion to reconsider the Kwik Star project at this time.

Penny Popp

On behalf of the citizens of South Main, El Dorado Heights, and the surrounding area who have signed petitions in opposition of the Kwik Star project
4805 S Main

From: **Gretchen Tripolino**

Date: Mon, Mar 5, 2018 at 10:52 AM

Subject: Reconsideration of Kwik Star

To: Jim Brown <Jim.Brown@cedarfalls.com>, Mark Miller <markm@cfu.net>, Susan deBuhr <susan.debuhr@cedarfalls.com>, Daryl Kruse <KruseOnCouncil@aol.com>, Tom Blanford <Tom.Blanford@cedarfalls.com>, Frank Darrah <wfd@cfu.net>, Rob Green <rgreencf@gmail.com>, David Wieland <daveshar@cfu.net>

Dear Mayor and City Council,

I can't tell you the sense of thankfulness and relief in our home and throughout our neighborhood when we learned two weeks ago that the Kwik Star proposal for South Main and Greenhill had been defeated. It really bolstered our faith in the system, your representation, and the belief that our representatives are really looking out for our citizens, neighborhoods, and the good of the community rather than big business! Thank you for that. Although we were not personally in favor of that particular spot for Fareway, due to the traffic issues, we concede that it will be good to have a Fareway in our part of town, and we acknowledge that we will not have to deal with the negatives of 24/7 lights, traffic, and noise, as well as the environmental issues, real estate value issues, and potential crime issues of a Kwik Star, not to mention the superfluous nature of another gas station/ convenience store in this area. However, it now appears that we are back on the Kwik Star rollercoaster, although it does not appear that anything of substance has changed. We are convinced that Kwik Star would not be a good neighbor, would always do the bare minimum to squeak by any regulations or community expectations, and that another gas station/ convenience store would not benefit the community. One of our primary concerns remains to be the traffic situation. Although a traffic study and remedy has been promised, we feel that establishing a business such as Kwik Star on the Greenhill corridor would be disastrous and premature. Let's find out what kind of traffic the new Safety Center and Fareway (as well as the re-routed Hwy 58) are going to do to the South Main and Greenhill corner before getting any deeper into this. If anything, we urge you to err on the side of caution, safety, and consideration for our neighborhood, rather than chase after a business that hasn't shown much care and consideration for this community.

Again, thank you for the work that you do on behalf of our community.

Sincerely,

Gretchen & Steve Tripolino
320 Balboa Avenue

Item F.5.a.

From: **Steve Ephraim**

Date: Mon, Mar 5, 2018 at 11:55 AM

Subject: Kwikstar Re-consideration

To: rgreencf@gmail.com

Good afternoon, Rob.

I recently read your blog with interest regarding your reconsideration of the Kwikstar project on Greenhill Road.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on access from Balboa Avenue to Main St.

We'll appreciate your consideration of the enclosed letter as you review this council issue.

Steve Ephraim

5 March 2018

Mr. Rob Green
Cedar Falls Councilman-at-Large

KWIKSTAR TRAFFIC IMPACT

Good afternoon, Rob.

I recently read your blog with interest regarding your reconsideration of the Kwikstar project on Greenhill Road.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on access from Balboa Avenue to Main St. While your on-site review of the situation is certainly appreciated, it's important to note that existing traffic patterns cannot illustrate the impact that pending projects will have on the Greenhill-Main intersection. These include Fareway, Cedar Falls Public Safety, and if approved, Kwikstar.

Access for Balboa Avenue residents must be considered with any South Main Street project. The proximity of Balboa to the Greenhill-Main intersection presents a special situation that is not accounted for in the Kwikstar traffic study report. Please refer to Attachment 1 which illustrates future complications based on data extracted from the study. The additional queueing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn north onto Main from Balboa.

We appreciate your consideration of this and all other issues to help assure that residents of the South Main community will continue to enjoy an excellent quality of life.

Sincerely,



Steve Ephraim

Item F.5.a.

ATTACHMENT 1

Proximity of Balboa Avenue to the Greenhill-Main Intersection

Balboa Avenue presents a special situation that is not accounted for in traffic studies. Contrary to federal and state guidelines, Balboa has been absorbed into the functional intersection of Greenhill-Main. It lies a mere 140 feet south of Greenhill and intersects with the northbound left-turn lane of South Main. The additional queuing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn onto northbound Main from Balboa. This is illustrated in Figure 1 below.

KwikStar's traffic study, which does not include hypothetical improvements to the Greenhill-Main intersection, estimates that the northbound backup for a red light (in the through/right-turn lane) will range from 62 to 113 feet. With queues beyond 70 feet a driver does not have sufficient room to turn north onto Main from Balboa, meaning that this will frequently extend wait times. This access is further complicated by conflict points with southbound Main traffic and the northbound left-turn lane. Failure to mitigate traffic impacts from KwikStar, Fareway and future Pinnacle Prairie developments will create an untenable situation for Balboa residents.

FIGURE 1
NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION



From: **CRAIG LOHMANN**

Date: Mon, Mar 5, 2018 at 12:23 PM

Subject: Kwik Star on Greenhill support

To: "rgreencf@gmail.com" <rgreencf@gmail.com>, "daveshar@cfu.net" <daveshar@cfu.net>, "wfd@cfu.net" <wfd@cfu.net>, "Tom.Blanford@cedarfalls.com" <Tom.Blanford@cedarfalls.com>, "KruseOnCouncil@aol.com" <KruseOnCouncil@aol.com>, "susan.debuhr@cedarfalls.com" <susan.debuhr@cedarfalls.com>, "markm@cfu.net" <markm@cfu.net>, "jim.brown@cedarfalls.com" <jim.brown@cedarfalls.com>

Dear Mayor and City Council,

First, want to thank you all for devoting your time to serve the community. It is much appreciated.

I live at 205 Alvarado Ave in Eldorado Heights. I strongly support the Kwik Star proposal. I think it will be a great addition to the area. Kwik Star will provide necessary services: fuel, car wash, grocery items, etc. that many will not have to drive as far to get. In my case, I will be in walking distance, so I think that is great.

I am always impressed with Kwik Star over other convenience stores. They do a better job at cleanliness and appearance, and have a great reputation as an employer.

I think they could be a great addition to the walking and biking trail. With encouragement, they can be a good pit-stop location.

Best Regards,

Craig W Lohmann
205 Alvarado Ave
Cedar Falls, IA. 50613

Item F.5.a.

From: **Bonnie & Wes Poley**

Date: Mon, Mar 5, 2018 at 12:52 PM

Subject: Kwik Star, Greenhill/Main, Public Safety construction

To: "jim brown@cedarfalls.com" <jim.brown@cedarfalls.com>, markm@cfu.net, "susan debuhr@cedarfalls.com" <susan.debuhr@cedarfalls.com>, Tom Blanford <Tom.Blanford@cedarfalls.com>, wfd@cfu.net, David <daveshar@cfu.net>, kruseoncouncil <KruseOnCouncil@aol.com>, Rob Green <rgreencf@gmail.com>

To the Council Members and Mayor Brown:

We live about a block south of the Greenhill/S. Main St. intersection at the corner of Cordoba and S. Main and have concerns we would like to see addressed at tonight's or a near-future Council meeting.

Thank you all for your careful consideration of the Fareway and Kwik Star projects recently. We still feel because of the proximity to decades old residences, that particular property should be used for professional offices or service businesses rather than retail stores. While we won't be directly affected, we are very concerned for our neighbors north of Greenhill and along Balboa who will have their lives and property adversely affected by the lighting, traffic, noise, litter, pollution, etc. generated by these two businesses. Fareway, because of the nature and hours of the store, is less concerning, but a 24/7 convenience store/gas station operation is a detriment to the residential neighborhood and we strongly urge you to stay with the previous vote. Also, we continue to be concerned about the entrance off of Main St. to Fareway. With everything else going on in the immediate area, it's going to cause problems.

The intersection of Greenhill and Main St. continues to be a huge concern to us. It is extremely unsafe, especially for north and south bound traffic. Several times a day we come from the south and turn left on to the single lane of Greenhill. It's often a stand-off determining if the north or south bound traffic has the right of way and we typically have to guess if the second car in the queue is going straight or turning and if they'll squeeze by the first one in to our path without bail-out space. For safety's sake, as an immediate temporary measure, north and south traffic should alternately stop and go (similar to Cedar Heights/Greenhill and 12th/Main) especially now that the Public Safety building construction has begun.

In regard to the Public Safety Building construction, new concerns have surfaced. First, because there is no advance warning that the driveway to Arrowhead Medical Center is now closed, drivers find themselves having to turn around (or go down to Iris past Western Home villas). It seems the largest majority turn around in our (or our neighbors across the street) driveway. Unlike us, these drivers are unaware how quickly people come around the corner from S. Main and are in jeopardy of being hit when backing onto Cordoba. While typing this email, five cars were observed turning around in our driveway. Also, S. Main currently is reduced to single lane traffic due to utility work and there is no warning light which is a hazard after dark.

We appreciate you and your good work for this city and thank you for your consideration of our concerns.

Thank you!

Wes and Bonnie Poley
109 Cordoba Ave.

From: **Helland Kyle**

Date: Mon, Mar 5, 2018 at 1:09 PM

Subject: Kwik Star

To: Tom.Blanford@cedarfalls.com, frank.darrah@cedarfalls.com,
susan.debuhr@cedarfalls.com, david.wieland@cedarfalls.com, mark.miller@cedarfalls.com,
daryl.kruse@cedarfalls.com, rob.green@cedarfalls.com, jim.brown@cedarfalls.com

Everyone,

I am requesting of you to encourage other members of Cedar Falls City Council to take a second look at the proposed Kwik Star site plan at Greenhill Road and Main Street. I was not able to attend the meeting and was surprised at the denial of said site plan. I believe that Kwik Star has meet all the criteria set forth by the City, meeting current zoning guidelines and has made substantial revisions to their site plan at the request of City staff and surrounding neighbors. To deny this project based on traffic issues at the intersection of Greenhill Road and Main Street in not logical and based on incorrect information that it would cause the intersection traffic to worsen. The traffic issues at the intersection have been prevalent for over 10 years. I have lived in the area since 2001 and am very aware of how dangerous the intersection is. In 2006, City Engineering was asked to examine the intersection... it was deemed dangerous. For a quick fix, designated turn lanes were added and mention of redesigning the intersection was to be in the "10 Year plan". Here we are 12 years later and the intersection has become more dangerous with the reconstruction of University Avenue. How you may ask?... Citizens, not wanted to navigate the roundabouts, utilize other routes to traverse the City... One, being Rainbow Drive, and secondly, being Main Street from University to Greenhill Road, a.k.a. the intersection in question.

To blame Kwik Star for the current traffic issues is not giving them a fair review. I support the Kwik Star Site Plan and ask that you reevaluate your vote and allow further examine of this site plan on its merits.

Thank you,

Kyle J. Helland

228 Alvarado Avenue

Item F.5.a.

Date: Mon, Mar 5, 2018 at 1:30 PM

Subject: Vote NO to Kwik Star

Cc: susan.debuhr@cedarfalls.com, Tom.Blanford@cedarfalls.com, wfd@cfu.net, Mark Miller
<markm@cfu.net>, KruseOnCouncil@aol.com, rgreencf@gmail.com, daveshar@cfu.net

Dear City Cedar Falls Council Members,

First of all, I would like to thank you for all you do to maintain and enhance the quality of life in our city. I know that it is a busy day for all of you preparing for the meetings today, so I will be brief in my e-mail. Today on the council agenda you will be asked to reconsider the vote to approve the Kwik Star development that was defeated 4-3 in a previous vote. I ask you to vote NO AGAIN to this development because the city infrastructure is not ready yet to support the traffic added of the potential developments on these intersections. (Fareway, Public Safety Building, new housing development on Greenhill Rd, and others)

Please consider how much money will cost to the city in advance to accommodate all the infrastructure changes that will need to be made on Coneflower Pkwy for this gas station (reconstruction of lane on Coneflower, reposition of bike trail, turning lanes and others changes on South Main St and Greenhill rd). Also, how it will impact the city budget by not following the 2020 plan to redo these intersections. If this is a TIF district area and they are already reaping the development benefits, why the city will have to spend money changing/redoing the roads and deviate its original plans to accommodate one business that is not wanted by the neighbors?

There are several valid reasons to vote NO on this development and they have been presented to all of you over and over. Some of these reasons have been categorized by the developers and staff as "we cannot please everyone" or "change is hard for some folks", but please remember what makes Cedar Falls stand out from other communities is the quality of life in the neighborhoods and forward looking planning of the infrastructure. Please consider the quality of life of the people who live in this great neighborhood that will be impacted if you support the vote. Our neighborhood does not want a business in place lacking the correct infrastructure to support the addition of this business, nor we want the TRASH, GAS, NOISE and LIGHT pollution that this business might bring to our neighborhood. There are several gas stations in a very short distance already and by increasing the traffic in these intersections and Greenhill Rd. you will be creating another stop and go nightmare like University ave. was couple years ago. Please create the road infrastructure before allowing traffic generating businesses collapse the roadways. Please take 2 minutes and imagine yourself driving or walking with your family in these intersections at peak hours everyday.

I will leave you with couple pictures (below) I took this morning 03/05/2018 at the new Casey's gas station on Greenhill Rd. Another reason why you should oppose the Kwik Star development. I do hope they were able to clean up the hundreds of cleaning towels that are/were currently on the public roads, private fields and fences, and city storm water treatment. By the way, I want to thank the city staff who was very diligent on securing all recycling bins and picking up all debris around the recycling station on Lloyd Ln.

Sincerely,
Redgie Blanco
[318 Alvarado Ave.](#)
[Cedar Falls](#)



Item F.5.a.





Item F.5.a.

Mar 5, 2018 at 2:41 PM

Subject: Kwik Star

To: David <daveshar@cfu.net>, Sue DeBuhr <debuhrs@cfu.net>, KruseOnCouncil@aol.com,
rgreencf@gmail.com

Cc: Jim Brown <jim.brown@cedarfalls.com>

Council members,

Thank you for bringing the Kwik Star project at Greenhill and Coneflower back to the table for reconsideration of a vote.

I believe this is a great project and should be brought back to the council for another vote.

I appreciate you listening to the citizens of Cedar Falls as well as taking into consideration our current zoning laws and regulations that allow for this type of project to be built on this property.

Have a great day!

Steve Husome
4909 Quesada Ave
Cedar Falls, IA. 50613

March 5-10, 2018

Cedar Falls City Council and Mayor,

Thank you for listening on February 19, 2018, to residents who live and own homes in Cedar Falls near South Main Street and Greenhill Road and who have concerns about plans to locate a Kwik Star gas station, convenience store, and car wash at Greenhill Road and Coneflower Parkway. I expressed my opposition previously, while other residents spoke at the city council meeting when these plans were discussed and failed to receive approval. I remain opposed to the Kwik Star plans. Residents' concerns about traffic, lighting, several types of pollution and other environmental impacts, and the quality of the neighborhood milieu in terms of economic value, environmental sustainability, safety, and aesthetics have not been alleviated. Our goals include a safe, peaceful community for residents, especially seniors and families with children (both in need of greater attention being paid to their environs), and a more carefully considered, prudent, higher-quality development of the area.

I urge city council members to continue or join in opposition to Kwik Star's proposal at this site. We know of locations not prohibitively farther away which suit Kwik Star's purposes far better than this one. We encourage Kwik Star to use all the work they have put into examining this site toward the search for and selection of a far better one, where they will enjoy the success they seek and we will see the good neighborliness they propose in their mission. We have paid a premium for our homes because of their location, purposely not purchasing along University Avenue or Viking Drive. We do not wish to see Greenhill Road develop the same way these other routes have, or to see our home and property values decline, which neither Kwik Star nor the city of Cedar Falls will reimburse or remedy.

I disagree with Mr. Green's idea that increased traffic need not be a concern because traffic is "not that heavy" at present, and note that three viewings cannot represent usual daily conditions over the year. My letters to the planning and zoning commission, passed on to the city council, expressed my concern that traffic is already constricted and dangerous in the current, "lighter" volume of traffic and that the increased traffic would make the situation worse. Traffic is constricted by the road design (the painted stripes on Greenhill Road approaching the light at South Main Street, and dangerous to trail walkers and bike riders as well as cars (mainly because that road design is not adhered to very well on Greenhill Road, and because drivers turn north onto Main Street from both directions on Greenhill Road or turn west toward the highway onto Greenhill Road from Main Street, without looking). Having seen several accidents in recent years in the lighter traffic, I have no desire to see heavier traffic at this intersection. We also saw problems when the construction on University Avenue led more drivers to Greenhill Road and caused longer lines at that traffic light in each direction. This was without a new grocery store and public safety building at or near that intersection, or a new hospital to the west on Greenhill Road.

I am also concerned that Mr. Wieland, though in well-meaning consideration of residents, wishfully but unrealistically thinks that Kwik Star can and will hide the station so no one will know it is there. I do not see that happening. They gave no plans for more than a row of trees

Item F.5.a.

which may not be tall enough. They will not plant a wooded area all around that corner of an open lot. They have a reasonable right to visibility from the road to bring in customers for their business, which is why it should be in a location better suited to such a business. It is difficult to picture any council members wanting to live in a home facing a Kwik Star or voting to allow it to happen to them. Landscaping does not solve other problems, either. Some traffic will travel Bluebell Drive to Main Street or Coneflower Parkway to Greenhill Road. Car headlights driving north on Coneflower Parkway shine directly into my front windows. Currently I see very few throughout the day, especially early in the morning and after 5:00 in the evening. I do not relish a highly increased flow of headlights streaming throughout the evening. Neither will a row of trees block the increased pollution (much of it trash and garbage blowing in the wind), the risk of contaminated soil or water, or the general undesirability of constant in-and-out business dealing in many unhealthy products in quiet, residential neighborhoods of seniors and families raising children.

We can neither simply nor easily undo construction that removes so much green space at this site with such a detrimental impact on several neighborhoods in the area, so we need to consider carefully. We must rely on the courage of people like yourselves to hold firm to safeguarding the city's investment in having clean and safe neighborhoods, in planning streets for optimal flow and safety parameters for vehicular and pedestrian traffic, and in maintaining the usually well-deserved reputation of Cedar Falls as a great place for families to live. Please safeguard as well the economic investment of the business and residential parties already present in and near this developing professional park, and the interests of all those in the community who treasure our trails and our natural resources of trees, prairie landscape, soil, groundwater, and surface water. The impacts of a gas station on the environment, on safety issues, and on the economic value and aesthetic attraction of this part of town are important and serious. They can be felt outside the immediate area as well, and extend beyond the near future. Impacts for the long-term future may be even more pressing for future generations, as this markedly different type of business would change the tone of future development in and near this professional park.

I am very grateful to the four city council members who already opposed the Kwik Star proposal at this site. I encourage you to maintain your opposition and ask the others to reconsider and join you in opposition, to preserve the natural beauty and well-crafted features already existing in the professional park. Vote to optimize the desirability of the services provided by the current and future professional enterprises in the park area, and sustain or allow an increase in the safety and value of the streets and properties in the surrounding neighborhoods, all of which appeal to and attract the people who value and care for the entire community. Please use your vote to direct Kwik Star to a better business site, set higher standards for this location, and maintain the safety and tranquility of residential neighborhoods around this stretch of Greenhill Road.

Sincerely,

Mary Wallingford
312 Spruce Hills Drive

Mar 5, 2018

Please do not approve the Kwik Star for the Greenhill Road project. Besides the increase in traffic it will cause in our neighborhood, consider the safety of our neighborhood with late hours at the Kwik Star, the noise/lights/smells that will be a part of the business, and the environmental impact it will have in the neighborhood. These will all cause negative results and impact to our quiet neighborhood. If the city truly feels we need another Kwik Star/convenience store/gas station, consider placing it closer to the Viking Road development near Menards. I ask to think if you would like this Kwik Star within a block of your own residences.

Within 3 miles of this proposed site there are a minimum of 5 gas stations/convenience stores already (3 Casey's, 1 Kwik Star, 1 HyVee Gas). Do we REALLY need another in a residential area? I think not.

Sherry and Larry Millang
Eldorado Heights Neighborhood

Item F.5.a.

Mar 5, 2018

My name is James (Jim) Trask - 914 Bluegrass Circle (Village Cooperative) Cedar Falls. I just read that this item will be addressed by the council on Monday March 5th for reconsideration for an upcoming meeting.

I would like to convey to the council members my opinion that this would be a great addition to the Pinnacle Prairie district and would be a great neighborhood partner moving forward. Kwik Star has long had a presence in the Cedar Falls/Waterloo Market. They are a first class company providing top quality products and services in the area. I understand the desire for many folks to want time to stand still and never see change. The truth is, as our city grows, more services are needed to serve the needs of our residents. The Pinnacle Prairie district is witnessing rapid growth and we need services to provide for such. Kwik Star addressed many of the concerns of citizens opposing this project. I feel that these improvements were not well presented at the last council meeting. Traffic is going to be a concern for all of us over the next couple of years as we deal with the reconstruction of the Hwy58/Viking road corridor. For those of us who have the need to access the Pinnacle Prairie road we have to deal with this issue every time we leave our residence. It sometimes takes a little time for services to catch up with growth.

*This project is not going to lessen the value of surrounding properties.

*Very few properties will even know this property is there.

*We will not see an increase in crime.

*There will not be semis idling overnight in their lot. There will not be any Semi fueling pumps. (this will be a neighborhood Convenience store)

*Lighting will be directed by specific light units that direct the lighting straight down as presented by Kwik Star at the last P & Z meeting. (Council should check out the lighting after dark at the new Caseys Store on Greenhill to see the effect)

*The car wash was moved and reversed to eliminate any issue with blower noise from the car wash. (blowers are located to the south of the wash directing any noise issue towards the south.

*Kwik Star provides many great quality items that are available 24 hours a day. (bread, milk, eggs, snacks, fast food, bakery items, plus fuel)

*With the closing of the Hy See store on University Ave. at the end of this month we will be losing a somewhat accessible place to find these items. (While we look forward to Faraway they will not be open on Sundays or late evening early morning)

*Hy Vee Cedar Falls is not convenient for our neighborhood, plus us traveling on South Main towards University ave creates traffic that these concerned citizens are complaining about.

*It was not discussed at the last meeting about the fact that Kwik Star will add an additional right turn lane for traffic traveling east on Greenhill Road. Also, it was presented at P&Z that west bound traffic on Greenhill would be reduced to one lane at Cornflower to accommodate a left turn as is installed at Rownd Street and again at South Main st. I use these all the time and are very effective.

*To address the traffic concerns for the residents north of Greenhill and east of South Main the new intersection @ Greenhill & Prairie Parkway (with light signals) has been made available and is being used by many of the folks in that area. (we see them almost every time we use that intersection)

*The Western Home has added a vast number of new residents in the last 4 years and several new exit streets have been added to that area for more access in and out of their neighborhood.

*It makes no sense for us to have to navigate the Viking Road business community for access to services. (that is near suicide for us older folks)

*Kwik Star is a concerned neighbor and gas/oil contamination of our waters is not going to be an issue. Our state and local laws also address how these issues are handled.

I ask that you share with the council members some of the thoughts that I have shared above and reconsider the approval of this well planned addition to our neighborhood.

Thank you for your fine service to our great city of Cedar Falls.

Jim Trask

914 Bluegrass Circle Unit 308

Mar 5, 2018

I read with excitement in yesterday's Courier that the City Council may reconsider their actions regarding the proposed Kwik Star. While I have not up to this point provided any input, I felt compelled to do so at this point. My name is Matt Brogan and my wife plus our 4 children (ages 12, 10, 9 & 7) live at 4903 Kylie Ct in Cedar Falls. If you're not familiar, that is in the Nordic Ridge neighborhood, which is the "affected" neighborhood in this case, as it's accessible via S. Main St. I know I can only speak for myself, but I fully support both the Fareway and Kwik Star projects. They would be welcome additions to the area in my opinion. I'm not sure how much support has been shown for these projects, as it seems the opposition has been well represented, but I just wanted you to know not everyone in Nordic Ridge opposes. Also know that i have closely followed these proceedings through the online video available (both P&Z and city council meetings), and kudos to the city for making information accessible via those means. I would like to comment specifically on a few of the pertinent topics that have been discussed.

Traffic at Greenhill and Main

As I stated, I live in the Nordic Ridge sub-division. I travel through the Greenhill and Main intersection probably 3-4 time daily, at various times. I don't consider this to be a "problem" intersection. I can't recall a time recently where I have had to wait more than 1 cycle of the light to traverse the intersection. Could it be better? I'm sure it could, and based on discussion, I trust the city will eventually make it better. In my opinion, the perception that this is a "problem" intersection comes from the fact that it's busier than it used to be, which it most certainly is, with the continued development of the Western Home community and the filling out of Nordic Ridge. However, averaging 1 light cycle to traverse the intersection is not unreasonable. I also believe any traffic generated by this proposed new development will be incremental and not greatly influencing of the overall flow.

The location of the proposed Kwik Star and its proximity to the new Casey's and other retail I'm sure Kwik Star is well aware of all the proposed parcels available, as I'm sure they research these decisions intently. I appreciate that others are "helping" them find different locations, but the decision is ultimately Kwik Star's, and I'm sure they picked the location they picked because it best suited their needs. I know another topic of discussion has been the proximity to the new Casey's to the West on Greenhill. My only comment on that is I would not have to cross a major busy intersection (Hwy 27/58) to reach the Kwik Star, which makes it a more attractive option to me. Also, I would consider the Kwik Star and Fareway more "local" or neighborhood, whereas I consider the Viking area (Wal-Mart, Target, et al) a larger area that is more to serve a larger region. I'd be more inclined to shop at the "local" or neighborhood stores due to convenience.

Storm Water Run Off/Drainage

This one perplexed me the most when it was discussed by the council. The city engineer stated the Kwik Star plan complied with all necessary regulations. Then a question was raised specifically about heavy rain events. I would hope the regulations account for heavy rain events. Then the conversation turned to if an actual gas spill were to occur. I think the representative from Kwik Star attempted to address that concern, but don't know that the answer was clear. One other thing to note is the "lay of the land". Relative to the residential neighborhood to the North, the Kwik Star is lower, so unless gravity were to be defied, I'm not understanding the direct impact. Also, I think Kwik Star is owed an opportunity to more thoroughly explain their spill mitigation system/process.

I know this is a difficult decision where many factors must be weighed. I just hate to see good opportunities that comply with all city regulations get turned down. Kwik Star has poured a lot of time and effort into coming up with a workable solution, and could see why they'd be puzzled and frustrated by the denial. I'd hate to see Cedar Falls get a reputation for denying projects that comply with all regulations. Plus, I think this development would be a valuable asset to the area and create more property tax base.

Thanks for your time and service.

Regards,
Matt Brogan
4903 Kylie Ct

Item F.5.a.

From: David Wilson
Sent: Sunday, March 11, 2018 6:57 PM
To: Mark Miller; Susan deBuhr; Daryl Kruse; Tom Blanford; Frank Darrah; Rob Green; David A. Wieland; Jim Brown
Cc: ken lockard; Robert L. Smith, Jr.; Tori Lockard; Dustin Whitehead; Jack E. Jennings; Wade DuMond; Hans Zietlow; Ron Gaines; David Sturch; Stephanie Sheetz
Subject: Kwik Star - VOTE YES!

Good evening!

My name is David Wilson and I have been the Executive Vice President of Lockard Development for the past 17 ½ years. I recently left Lockard to take another position with Ryan Companies, but I do feel compelled, however, to write to you regarding the Kwik Star and Fareway projects. I also must mention that I live at 1814 Green Creek Road in Cedar Falls which is part of the overall Pinnacle Prairie Master Plan. My family and I are Pinnacle Prairie Association Dues paying citizens, so we want to make sure that whatever comes to Pinnacle Prairie is of sound quality and matches the overall master plan which clearly Kwik Star does.

Many of you know that I spoke in favor of the project at one of the Planning & Zoning Commission meetings, and I feel it is imperative to mention a few things to you today. First of all, I applaud you for bringing the Kwik Star project back for reconsideration. As mentioned at P&Z, Lockard has been working with Merrill Oster, the owner of the Pinnacle Prairie Master Development for many years. Lockard has brought tremendous projects to the City of Cedar Falls within this quality development – all of which have matched the Pinnacle Prairie Design Guidelines which are superior to that of the City's requirements. These would include landscaping, aesthetics, building materials, etc. The reason that these Guidelines are in place is to make sure that the overall development conforms to the Master Plan, as well as the designated zoning classifications and land use plans set forth by the City of Cedar Falls.

I commend you for approving the Fareway Store at this location, but I was extremely perplexed and disheartened that the Kwik Star deal was not approved as it fits within the overall Master Plan and Land Use/Zoning requirements of the City. Why one and not the other? Not only that, but Kwik Star had received City Staff and P&Z approval to move this forward for approval from you the City Council. Having conducted real estate development transactions throughout the entire United States on projects very similar to the Pinnacle Prairie master planned development, these projects work well because they value the guidelines set forth therein. Buildings are not just “thrown up” without making sure that they conform to the land use and the more stringent guidelines set forth within the developments – just like Pinnacle Prairie. If Lockard were to bring forth a gas station that didn't conform to the overall look and feel of the development, it should be rejected, but that is NOT what Kwik Star is doing here. I could show you many plans throughout the state of Iowa alone that have Fareways and convenience stores placed into developments with \$500-600k homes surrounding them. These types of uses work well because they were designed to work. They work because people want to be able to shop, fuel their vehicles, and get a car wash close to their homes because they want just that - convenience.

People will continue to come out and fight what they consider to be traffic concerns. Please don't fall into this trap – other cities would yearn to have the *traffic concerns* we have. We don't have traffic ANYWHERE in the Cedar Valley. I can't think of a time where I have had to wait through two or three green lights in order to get through an intersection. Can you? It never happens – and probably never will here. Greenhill Road and Main Street is no different. Furthermore, Kwik Star isn't even on the corner of Greenhill and Main. We cannot continue to allow the residents dictate where businesses should or shouldn't go based upon their belief that we have too many gas stations, or that we “may” have traffic concerns, or that lighting will be overwhelming, or that noise will be a factor. Kwik Star has shown all of these to be categorically false through traffic studies, noise studies, lighting plans, etc. They will be building a quality building that meets the Design Guidelines within Pinnacle Prairie; have moved off the hard corner; pushed the car wash exit to the south; and will install LED lighting that will illuminate their property – only. The City has paid-staff (engineers) to review the traffic studies, which they have and they have agreed with the engineers that did the reports - there is no issue. P&Z has reviewed all of the information that Kwik Star submitted and agrees that it meets all of the criteria and the location to have this type of use.

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Please do not vote this project down based upon “quality of life.” Quality of life means different things to different people. To me, it means a town that is progressive in acquiring new businesses, embracing change, and allowing for new commercial real estate development to help offset property taxes for the residents of Cedar Falls, a place that has new growth, where more houses are built, and more people are moving into town. We like to talk a good talk about wanting new schools and new roads, etc., but we can’t come up with the money to pay for them if we don’t have more businesses locate in Cedar Falls. Believe me, we do not want the reputation of a town that says, “no.” I have seen firsthand cities around this state and country that vote “no” on projects that make complete sense for the betterment of the entire city, and the towns have gone on to fail miserably. New businesses don’t feel welcome and don’t want to have to fight to enter into the City. These cities have created a bad name for themselves - businesses close, people move away, and the long-term damage is enormous. We cannot allow Cedar Falls to be the City of NO. We want to welcome businesses in, like Kwik Star, with open arms because we are a great city and one that MUST attract new businesses if we want to continue to grow and be prosperous.

As you re-vote on the Kwik Star next Monday night the 19th, I would encourage you to vote YES! It is always hard to stand up and do the right thing – even against adversity. I think deep down you know that this project fits within the overall master plan, and it conforms to all of the city ordinances and codes that would allow this project.

I will leave you with a great quote by Harry S. Truman. He said this:

“Men make history and not the other way around. In periods where there is no leadership, society stands still. Progress occurs when courageous, skillful leaders seize the opportunity to change things for the better.”

Be a courageous leader - **VOTE YES!**

Sincerely,

Dave

David P. Wilson, CCIM

Vice President of Real Estate Development

Ryan Companies US, Inc.
201 N. Harrison Street, Ste. 400
Davenport, IA 52801

Item F.5.a.

From: Penny Popp and Peter Huizinga
Sent: Wednesday, March 21, 2018 10:05 AM
To: Jim Brown; Jacque Danielsen; Stephanie Sheetz; Jon Resler; David Sturch; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Traffic Impacts and Kwik Star

Spring marks the advent of road construction here in Cedar Falls. With the notices posted for the University Ave and Hwy 58 reconstruction announced, it may be time to talk traffic.

Over the past several months, in connection with developmental projects, as well as a stand alone issue, the City has finally taken steps to address the concerns of traffic issues and safety raised by the local residents. Plans to study the Greenhill Road corridor may begin as early this year, with permanent solutions slated for 2020 in the CIP. The residents thank the City for finally addressing their concerns.

Temporary solutions were also discussed, such as extending the left turn lane on eastbound Greenhill and traffic signal adjustments. The City informed the residents that these temporary solutions were feasible to help alleviate some of our concerns.

Greenhill Road will be utilized by many as a detour as construction gets underway. Where are these temporary fixes the City proposed?

How does Kwik Star fit into this discussion? The site plan includes a right hand turn lane to be installed onto Coneflower. More road construction on a designated alternate route. For vehicles exiting the site who wish to continue eastbound, the most convenient path will be Bluebell to Main to Greenhill. Coneflower Pkwy does not allow a direct route back to Greenhill due to a center median. More traffic is now exiting Bluebell onto Main, which threatens the safety of those residents exiting the neighborhood on Balboa.

The ability of any city to plan for future growth is key to proper planning. Using the Hwy 58 and Viking Road reconstruction as an example, it is hard to ignore proper planning for expected use. A few short years after completion and many deaths, the City is responding to growth and poor planning. We urge the City to take steps now, looking to the future, to prevent the mistakes made in the past. Kwik Star will only add to an already complicated traffic pattern that the City has not responded to. The future development of Pinnacle Prairie will also impact the issue. The City must hold the developer and future business fiscally responsible for the actions they may take in the future.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, this project does not conform to the character of the neighborhood
7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same

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9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhood's characteristic agenda, as established by the residents and accepted by the City through their actions.,
11. The area surrounding Greenhill and Main is unique and established, with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.
12. To deter additional crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
14. Kwik Star has not demonstrated that the safety of the residents is of concern
15. Noise from the car would be considered a nuisance demonstrated through the characteristics of the neighborhood
16. Projected traffic issues and safety have not been realistically addressed by the City or Kwik Star

Penny Popp

On behalf of all who have signed petitions opposing Kwik Star

4805 S Main

Item F.5.a.

Petition objecting to the construction of Kwik Star Convenience Store at the Southwest corner of Greenhill Road and Coneflower Parkway

Our objections include:

- Traffic congestion
- Traffic safety
- Noise pollution
- Lighting nuisance
- Chemical pollution
- Loss of water pressure
- Interference with emergency vehicles
- Decrease in residential property values

RECEIVED

MAR 26 2018

Public Records Division

<u>Name</u>	<u>Address</u>	<u>Date</u>
1. <u>Stacy Namke</u>	<u>4215 Spruce Hills Dr. CF</u>	<u>3/12/18</u>
2. <u>Joam Namke</u>	<u>4215 Spruce Hills Dr CF</u>	<u>3/12/18</u>
3. <u>Jackie Berggren</u>	<u>4221 Spruce Hills Dr. CF</u>	<u>3/19/18</u>
4. <u>Kim S. Berggren</u>	<u>4221 Spruce Hills Dr. CF</u>	<u>3/19/18</u>
5. <u>Shawn Nachazel</u>	<u>4211 Spruce Hills Dr. CF</u>	<u>3-19-18</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

MAR 28 2018

To Mayor Tim Brown and Council Members

PETITION IN FAVOR OF PROPOSED KWIK STAR

Public Records Division

We the undersigned are in favor of the proposed Kwik Star as presented to be built at the corner of Greenhill Road and Cornflower in the Pinnacle Park neighborhood

NAME	ADDRESS	DATE
James J. Frank	914 Bluegrass Circle Unit 308	3/6/18
Maria Trask	914 Bluegrass Circle Unit 308	3/6/18
Dan Root	" " 103	3/7/18
Kate Paul	" " 103	3/7/18
Ruby Steger	" " 205	3-7-18
Carol Thompson-Dreese	" " " 200	3-7-18
Lynnda Kintzle	" " " 216	3-7-18
Don DeLeon	" " " 112	3-7-18
Kathy Allison	" " " 112	3-7-18
Wai-Schnutt	" " " 306	3-7-18
Nina Pudel	" " " 210	3-7-18
Don Henderson	" " " 208	3-7-18
Bill Kintzle	" " " 216	3-8-18
Ronnie Hoppel	" " " 105	3-8-18
Eileen Hoppel	" " " 105	3-8-18
Lucille Whitbeck	" " " 208	3-8-18
Bill Randal	" " " 210	3-8-18
Marilyn Schaefer	" " " 201	3-8-18
Carolyn Olmstead	" " " 314	3-8-18
Richard Olmstead	" " " 314	3-8-18
Ernst F. Fenzl	" " " 207	3-8-18
Allan Jacobson	" " " 307	3-8-18
Tom Wagman	" " " 245	3-8-18
Jerry Hammer	" " " 102	3-8-18
Martine Fenzl	" " " 207	3/8/18

Item F.5.a.

To Mayor Tim Brown and Council Members

PETITION IN FAVOR OF PROPOSED KWIK STAR

We the undersigned are in favor of the proposed Kwik Star as presented to be built at the corner of Greenhill Road and Cornflower in the Pinnacle Park neighborhood

NAME	ADDRESS	DATE
Tanel Jacobson	914 Bluegrass Circle #104	3-8-18
Jerry Jacobson	" " " "	3-8-18
Martha Canney	914 Bluegrass Circle #116	3-8-18
Robert Canney	" " " "	3-8-18
Theresa Thomas	914 Bluegrass Circle #206	3-8-18
Anne M. Gauding	" " " #209	3-8-18
Bob Fisking	914 Bluegrass Cir 203	3/8/18
Allison Volker	914 Bluegrass Cir 106	3/8/18
Ann Trebejan	914 Bluegrass Cir #304	3-8-18
June Marken	914 Bluegrass Cir 115	3-8-18
Shane Kesting	914 Bluegrass Circle #203	3-8-18
John Mistretta	914 Bluegrass Cir #302	3/8/18
Sharon Mistretta	914 Bluegrass Cir #302	3/8/18
Clarence Smith	914 Bluegrass Circle #301	3-8-18
Jane A. Hambley	914 Bluegrass Circle #218	3-9-18
Maureen Mays	914 Bluegrass Cir #215	3-9-18
Sayle D. Lorenz	" " " " #117	3/10/18
Pat A. Lorenz	" " " " #117	3/10/18
Dee Hammes	" " " " #102	3/10/18
Rick Burger	" " " " #204	3/10/18
Linda Davis	" " " " #305	3/10/18
Marge Sander	" " " " #114	3/11/18
Bill Sander	" " " " #114	3/11/18
Dee Nowak	914 " " " " #216	3/11/18
Pat Doyle	" " " " #118	3/15/18

KWIK STAR SITE PLAN REVIEW
 PETITION OPPOSING LOCATION

Public Records Division

Additional Signatures March 26, 27, 2018

We, the below signed, oppose the proposed location of a new Kwik Star at the corner of Greenhill Road and Coneflower Parkway because of high volume traffic, lack of noise mitigation for car wash blowers, a 24 hour 7 day a week gas station does not fit with the established professional office culture, also overnight lights, increased litter and pollution concerns.

	Name	Address
133	Dell	4219 Eastpark Rd
134	Chad Conner	4221 Eastpark Rd
135	Jeanne Flesener	" " "
136	Linda Fitch	4241 Eastpark # - 1.7.
137	CARRY WYCKOFF	4241 Eastpark #3
138	PETER REDL	4241 EASTPARK RD # 2
139	Jessie Redl	4241 Eastpark Rd #2
140	David Meyers	4241 Eastpark Rd #1
141	El Heth	4239 Eastpark Rd #1
142	Att Child	4239 Eastpark Rd #2
143	Jean Anderson	4253 "
144	HONK BEHRENS	4255 " "
145	LORETTA BEHRENS	4255 EASTPARK RD
146	NORA JANSSEN	4301 Briarwood Dr.
147	ROBERT JANSSEN	4301 BRIARWOOD DR.

148	Arnold W Madsen	4309 Briarwood Dr	C.F.
149	Janel Speck	4325 Briarwood Dr	CF
150	Lisa Schweigel	4403 Briarwood Dr.	CF
151	Kelly Stern	4507 Briarwood Dr.	CF
152	Judy Istabrook	4573 Briarwood Dr	CF
153	Christine W. ...	4529 Briarwood Dr	CF
154	Marilee Tarkett	4621 Briarwood	CF
155	Jerry J. Tarrant	4621 BRIARWOOD	CF
156	Rebecca Clemens	4627 Briarwood	CF
157	Bob Chan	4627 Briarwood Dr	CF
158	Pat Holter	4629 " " "	
159	Francis Wolter	4629 " " "	
160	Michel Buzquet	3616 Hillside Dr.	CF.
161	Jae Burgess	3616 Hillside Dr.	C.F.
162	Loren E. Corwin	4703 Briarwood	CF.
163	Julie O'Connor	4707 Briarwood	CF
164	Michael C. ...	4707 Briarwood	CF.
165	Ann ...	3 4709 Briarwood Drive	
166	Wendy ...	4709 Briarwood Dr	
167	Cindi Hendrickson	4803 Briarwood Dr.	
168	...	4803 Briarwood Dr.	
169	Rose Robinson	4801 Briarwood Dr	

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- 170 Deq Coleman 4803 Briarwood Dr.
- 171 Kendy Speckelman 4807 Briarwood Dr
- 172 Jane Kirk 4813 Briarwood Dr.
- 173 Deq P Runk 4813 Briarwood
- 174 Bob Hasty 4821 " "
- 175 Pat Hasty 4821 Briarwood Dr.
- 176 Marilyn Goode 4307 Briarwood Dr.
- 177 Nennis L Goode 4307 Briarwood Dr.
- 178 Chesney 4235 Eastpark Rd
- 179 Denise Parker 4245 Eastpark Rd.
- 180 Lais Klatt 4247 Eastpark Rd.
- 181 Jeannine Owen 4243 Eastpark Rd
- 182 ~~Pat Spivey~~ 4377 Briarwood Dr
- 183 Mal Lett 2019 Greenhill Dr
- 184 Kimberly 2011 Greenhill Dr.
- 185 Eric McFarlane 1923 Greenhill Dr
- 186 Kathy Haysruck 1815 Greenhill Dr.
- 187 Jessy Haysruck 1713 GREENHILL DR.
- 188 Angie Damirge 1727 Greenhill Dr.
- 189 Carl Caldwell 4320 Briarwoods Hills Dr.
- 190 Joan Howland 4819 Briarwood Dr.
- 191 David W Knoch 4713 Briarwood Dr.

- 192 Sadik Kucuksari 4701 Briarwood Dr.
- 193 Gulsum Kucuksari 4701 Briarwood Dr. Rubin
- 194 Aj Mosley 4619 Briarwood
- 195 Taylor Mosley 4619 Briarwood
- 196 Joyce Regan 4239 Eastpark Rd #4
- 197 Carl Jonte 4241 Eastpark Rd #5
- 198 David Jann 4108 Street Ln.
- 199 Sarah Dwy 505 Spruce Hills
- 200 Steven Dwy 505 Spruce Hills
- 201 Marcie Cassidy 1905 Greenhill Dr
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Jacque Danielsen

From: Lynn Barnes <ksbarnes@cfu.net>
Sent: Thursday, March 29, 2018 11:50 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Walt Rogers; Jeff Danielson; Bert Dalmer; Peterpenny1
Subject: Pending Kwik Star Project

My name is Lynn Barnes, 118 Cordoba Avenue— Mr. Mayor and City Councilmembers:

Despite all the modern health and safety guidelines gas stations must follow, they can still pose significant hazards to neighbors, especially to children. Some of the perils include ground-level ozone caused in part by gasoline fumes, groundwater hazards from petroleum products leaking into the ground, and exposure hazards from other chemicals that are used at the station. A 9000 gallon gasoline transport that refills the underground storage tank, loads of benzene vapors are released into the atmosphere. The vapors have to go somewhere in to our neighborhood.

Underground gasoline storage tanks can also be a problem. There are 2 types of underground storage tanks in use today, one that leaks and one that is going to leak. If there is a leak, there are 150 harmful chemicals in gasoline. The light pollution & the commotion of a 24/7 store with loudspeakers music played, along with voice over intercom intermingled with advertisements, the almost constant high pitched whine of car wash blowers and customer gas spills, makes our residential properties less desirable to potential buyers.

Prior to the Kwik Star Calamity, our neighborhood was a great place to live and raise a family, because of the quality of life and amenities located there. A house is a huge investment and a home's value is in its location. The corner of Greenhill and Main was originally zoned commercial, but changed in 2015. The notice that was allegedly mailed, cannot be found. We were unaware that a business such as a gas station could occupy close proximity to our affected neighborhoods. If we were cognizant of this happenstance, we would have put the brakes on this issue at Planning and Zoning back in 2015. Whatever legally, Planning & Zoning put the responsibility back to the property owners. This preventable zoning mishandling, will put our property values in peril and lower our future property taxes provided to city coffers. If this blight occurs, it may trigger a mass neighborhood exodus.

A yes vote from the City Council, would only be favoring and protecting some land developer's sales commissions; rather than supporting the voices of legitimate concerns and objections of an adversely affected and mishandled neighborhood constituency caucus. Our families will have to live forever with your right or wrong decision.

I feel like the City Council has singled out and is bulling our neighborhood, because we are revisiting this issue again that we thought was over and done. Then afterwards, some Council members reneged their vote; and pulled the "ex-parte" clause, to silence critic's voices from council representatives. You chose to be elitist rulers rather than the elected representative watchdogs for your constituents that you so heavily campaigned on and espoused. The narrative circling our caucus is: If it is commonplace that Council members pull the "ex-parte" clause on controversial issues; then why would we want to place our sacred voting right to empower that kind of attitude in future elections? Exactly how do the residents rely on or access

Item F.5.a.

their elected officials to voice their opinion on matters that affect the City? The residents have been shut out of the process of participation in their local government and therefore lack representation in the Kwik Star project. The residents wish to thank Representative Walt Rogers and Senator Jeff Danielson for their representation, guidance and support in the Kwik Star project, when the City failed to provide for their needs.

It's unfortunate to be living in a house, when homeowners regret buying because of some City Fathers chose an impolitic decision. We are requesting our City representatives to vote unanimously **no** on the Kwik Star Proposal and drive a stake in the heart of this Dracula forever. Thank you, Mr. Mayor and Council members, for your attention on this very important matter to us.

Lynn Barnes
118 Cordoba Avenue
Cedar Falls, Iowa 50613
319-277-1328
ksbarnes@cfu.net

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Thursday, March 29, 2018 8:06 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson; Dalmer, Bert [LEGIS]
Subject: Exparte Communication and Kwik Star

Is the City ready to notify the public of the use of exparte communication guidelines? By what process?

In that process, will the City define the role of the residents in respect to the guidelines?

Exactly how do the residents rely on or access their elected officials to voice their opinion on matters that affect the City?

The residents have been shut out of the process of participation in their local government and therefore lack representation in the Kwik Star project.

The residents wish to thank Representative Walt Rogers and Senator Jeff Danielson for their representation, guidance and support in the Kwik Star project, when the City failed to provide for their needs.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

24. By precedence, the City has not been transparent with all information that effects the publics right to representation.
23. By precedence, the Council had legal reasons to deny this project
22. By precedence, the City should have allowed free and open communication to the residents trying to speak to their elected Council members on the Kwik Star project
21. Public was not notified of exparte communication guidelines in regards to the Kwik Star project
20. The City was not transparent with the information and process under which the reconsideration vote took place
19. All stakeholders were not informed of all information regarding the reconsideration
18. The residents surrounding the site DO NOT want Kwik Star at this location and EXPECT their Council representatives full SUPPORT
17. Anticipated traffic solutions have not been announced by the City, as declared in the Jan 5, 2018 site plan review
16. Projected traffic issues and safety have not been realistically addressed by the City or Kwik Star
15. Noise from the car wash would be considered a nuisance demonstrated through the characteristics of the neighborhood
14. Kwik Star has not demonstrated that the safety of the residents is of concern
13. To deter crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
12. The City must follow the Iowa Supreme Court opinion protecting the development and preservation of the characteristics of existing neighborhoods, for the continued health, safety and welfare or quality of life established.
11. The area surrounding Greenhill and Main is unique and established with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does

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not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.

9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same
7. Does not meet the standard of index on Quality of Life as applied through scientific means
6. By precedence, the project does not conform to the character of the neighborhood
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
4. To save Dry Run Creek from further impairment
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
2. To avoid a decrease in property value when the underground storage tank leaks
1. To avoid contamination of their drinking water and ground water

Penny Popp

On behalf of all who have signed petitions opposing Kwik Star

4805 S Main

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Item F.5.a.

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Wednesday, March 28, 2018 3:02 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star location

Importance: Low

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Cindi CFU <chendrickson@cfu.net>
Date: 3/28/18 2:46 PM (GMT-06:00)
To: wfd@cfu.net, daveshar@cfu.net, rgreencf@gmail.com, markm@cfu.net, Tom.Blanford@cedarfalls.com,
susan.debuhr@cedarfalls.com, KruseOnCouncil@aol.com, jim.brown@cedarfalls.com
Subject: Kwik Star location

My husband and I have paid close attention to this issue. There have been many voices against permitting Kwik Star to locate near the corner of Greenhill and South Main. The concerns make sense to us and although we realize the zoning is correct, these concerns not only effect neighbors, but citizens traveling through to jobs, nearby businesses, and general neighborhood traffic to a large area. Our home is more than ½ mile away and looks onto Greenhill. My husband and I cross the Greenhill/South Main intersection several times day and night (by car, bike and on foot). We believe improvements to this intersection are long over due. The turn lanes (added later) are a simple Band-Aid. There have been countless new larger businesses and homes built within a 1 mile radius since the intersection was developed. Kwik Star is a 24 hour business. There will be bright lights, loud noise, gas spills, run-off and a probable nuisance affecting the immediate residential area and passersby. Kwik Star would not locate in this area if they did not expect to profit by attracting sufficient customers for gas, beer, etc.

All this being said, we thought original council action to deny the proposal was appropriate and wise . Because City Council has put the issue back on the agenda for reconsideration we are voicing our opinion. We host a meeting in our home on Monday night or we **would** be attending the Council meeting. By adding Fareway into the mix you have already increased the traffic flow. We are not against Fareway. It is too close to the Greenhill/South Main intersection but at least it's not a 24-hour business.

As for property values we can tell you we would never purchase the homes across from and because of Kwik Star.

Please do not approve this project.

Thank you.

Dale and Cindi Hendrickson

4803 Briarwood Drive

Cedar Falls, IA

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Item F.5.a.

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:43 AM
To: Jacque Danielsen
Subject: Fwd: Kwik Star on Greenhill support

Sent from my iPhone

Begin forwarded message:

From: CRAIG LOHMANN <cwlohmann@msn.com>
Date: March 5, 2018 at 12:23:01 PM CST
To: "rgreencf@gmail.com" <rgreencf@gmail.com>, "daveshar@cfu.net" <daveshar@cfu.net>, "wfd@cfu.net" <wfd@cfu.net>, "Tom.Blanford@cedarfalls.com" <Tom.Blanford@cedarfalls.com>, "KruseOnCouncil@aol.com" <KruseOnCouncil@aol.com>, "susan.debuhr@cedarfalls.com" <susan.debuhr@cedarfalls.com>, "markm@cfu.net" <markm@cfu.net>, "jim.brown@cedarfalls.com" <jim.brown@cedarfalls.com>
Cc: Wendy <wendylohmann@msn.com>, CRAIG LOHMANN <cwlohmann@msn.com>
Subject: **Kwik Star on Greenhill support**

Dear Mayor and City Council,

First, want to thank you all for devoting your time to serve the community. It is much appreciated.

I live at 205 Alvarado Ave in Eldorado Heights. I strongly support the Kwik Star proposal. I think it will be a great addition to the area. Kwik Star will provide necessary services: fuel, car wash, grocery items, etc. that many will not have to drive as far to get. In my case, I will be in walking distance, so I think that is great.

I am always impressed with Kwik Star over other convenience stores. They do a better job at cleanliness and appearance, and have a great reputation as an employer.

I think they could be a great addition to the walking and biking trail. With encouragement, they can be a good pit-stop location.

Best Regards,

Craig W Lohmann
205 Alvarado Ave
Cedar Falls, IA. 50613
319-415-5361

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:46 AM
To: Jacque Danielsen
Subject: Fwd: Kwik Star Pinnacle Prairie

Sent from my iPhone

Begin forwarded message:

From: Jim Trask <jfrask@cfu.net>
Date: March 5, 2018 at 12:10:57 AM CST
To: "daveshar@cfu.net" <daveshar@cfu.net>
Subject: **Kwik Star Pinnacle Prairie**

Mr Wieland,

My name is James (Jim) Trask - 914 Bluegrass Circle (Village Cooperative) Cedar Falls. I just read that this item will be addressed by the council on Monday March 5th for reconsideration for an upcoming meeting.

I would like to convey to the council members my opinion that this would be a great addition to the Pinnacle Prairie district and would be a great neighborhood partner moving forward. Kwik Star has long had a presence in the Cedar Falls/Waterloo Market. They are a first class company providing top quality products and services in the area. I understand the desire for many folks to want time to stand still and never see change. The truth is, as our city grows, more services are needed to serve the needs of our residents. The Pinnacle Prairie district is witnessing rapid growth and we need services to provide for such. Kwik Star addressed many of the concerns of citizens opposing this project. I feel that these improvements were not well presented at the last council meeting. Traffic is going to be a concern for all of us over the next couple of years as we deal with the reconstruction of the Hwy58/Viking road corridor. For those of us who have the need to access the Pinnacle Prairie road we have to deal with this issue every time we leave our residence. It sometimes takes a little time for services to catch up with growth.

- *This project is not going to lessen the value of surrounding properties.
- *Very few properties will even know this property is there.
- *We will not see an increase in crime.
- *There will not be semis idling overnight in their lot. There will not be any Semi fueling pumps. (this will be a neighborhood Convenience store)
- *Lighting will be directed by specific light units that direct the lighting straight down as presented by Kwik Star at the last P & Z meeting. (Council should check out the lighting after dark at the new Caseys Store on Greenhill to see the effect)
- *The car wash was moved and reversed to eliminate any issue with blower noise from the car wash. (blowers are located to the south of the wash directing any noise issue towards the south.
- *Kwik Star provides many great quality items that are available 24 hours a day. (bread, milk,

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eggs, snacks, fast food, bakery items, plus fuel)

*With the closing of the Hy See store on University Ave. at the end of this month we will be losing a somewhat accessible place to find these items. (While we look forward to Faraway they will not be open on Sundays or late evening early morning)

*Hy Vee Cedar Falls is not convenient for our neighborhood, plus us traveling on South Main towards University ave creates traffic that these concerned citizens are complaining about.

*It was not discussed at the last meeting about the fact that Kwik Star will add an additional right turn lane for traffic traveling east on Greenhill Road. Also, it was presented at P&Z that west bound traffic on Greenhill would be reduced to one lane at Cornflower to accommodate a left turn as is installed at Rownd Street and again at South Main st. I use these all the time and are very effective.

*To address the traffic concerns for the residents north of Greenhill and east of South Main the new intersection @ Greenhill & Prairie Parkway (with light signals) has been made available and is being used by many of the folks in that area. (we see them almost every time we use that intersection)

*The Western Home has added a vast number of new residents in the last 4 years and several new exit streets have been added to that area for more access in and out of their neighborhood.

*It makes no sense for us to have to navigate the Viking Road business community for access to services. (that is near suicide for us older folks)

*Kwik Star is a concerned neighbor and gas/oil contamination of our waters is not going to be an issue. Our state and local laws also address how these issues are handled.

I ask that you share with the council members some of the thoughts that I have shared above and reconsider the approval of this well planned addition to our neighborhood.

Thank you for your fine service to our great city of Cedar Falls.

Jim Trask
914 Bluegrass Circle Unit 308
319-231-3768

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:53 AM
To: Jacque Danielsen
Subject: Fwd: Kwik Star project

Sent from my iPhone

Begin forwarded message:

From: Steve Husome <sjhusome@gmail.com>
Date: February 21, 2018 at 11:21:20 AM CST
To: David <daveshar@cfu.net>
Subject: Re: Kwik Star project

Thanks Dave for your quick response. I appreciate you taking time to read my e-mail and can find it prudent to reconsider bringing this project back to the council agenda for another vote.

I can appreciate the difficulty of your job as a council person and Thank you for your dedicated service.

Steve

On Wed, Feb 21, 2018 at 11:01 AM, David <daveshar@cfu.net> wrote:

Steve

Quick note to Let you know I have received and read your mail.

David Wieland
Council at large

Sent from my iPhone

> On Feb 21, 2018, at 8:53 AM, Steve Husome <sjhusome@gmail.com> wrote:

>

> Dear Council members,

>

> My name is Steve Husome and I live at 4909 Quesada Ave in the Eldorado Heights neighborhood of Cedar Falls.

>

> I am writing you to request you reconsider your recent "NO" vote on the Kwik Star project at Greenhill and Coneflower.

>

> I did not attend the council meeting Monday as I have been battling a cold and didn't want to infect others by being there, however I did watch the discussion on CFU channel 15.

>

> I am disappointed in your response to the request by Kwik Star to build a convenience store at

Item F.5.a.

this location. I feel a handful of vocal neighbors may have swayed your opinion and you failed in your duties to review all the information in denying this request.

>

> First of all the project meets or exceeds all city codes and zoning ordinances for this property. Why do we even have zoning ordinances and a P&Z commission along with city staff who spent countless hours on this project to ensure the building meets all requirements if the council will simply reject it once a few people come to the podium and voice opposition to it?

>

> Mr Weiland - I had the impression that you voted no simply because there was a petition with about 130 names on it in opposition of the project. If you had taken the time to review how many households there are in this neighborhood you would find that the 130 or so names on that petition are only a fraction of the actual number of people who live in the area. A reasonable person would assume that this means many more people who didn't sign are in favor of having this project go through.

>

> Mr Green - It appears you made your decision based on traffic flows through the intersection of South Main and Greenhill Road. Despite the fact that city staff have performed traffic studies and have determined that this intersection will see some impact and have the intersection slated for improvements in 2020, it appears that you didn't take that into account with your vote. I drive through that intersection at least 4 times per day and have never had an issue waiting at the traffic lights. Most of the traffic using the Kwik Star will enter and exit from the intersection of Greenhill and Coneflower and not through the South Main intersection. In addition, both of these projects will be taking advantage of current local traffic which is already there with minimal impact of additional traffic to the area.

>

> Mr Kruse - It appears you voted to turn down the project based on your own environmental studies and rejected the fact that city staff has ensured the projects retention ponds and run off systems meet or exceed current EPA and DNR regulations. By the standards you described in your comments, there would be no such suitable site for any gas operation to exist anywhere in Cedar Falls. Residents and businesses in this area want these type of services available to them. It's what gives the term "Convenience Store" meaning - it is convenient to get there and I don't have to drive out to the interstate to get the service Kwik Star provides.

>

> Ms DeBuhr - I'm not sure what your decision was based on but I can only assume it is a combination of the concerns by the other three council members. Once again, this project went through the vetting process with the P&Z Commission and working with City Staff. Kwik Star listened to the concerns of the neighbors and made adjustments the neighbors addressed at P&Z as well as staff requested of them. If we have a process in Cedar Falls with our zoning ordinances, P&Z commission and staff only to have Council reject all the recommendations - what are we telling developers that want to invest in our city?

>

> I urge you all to reconsider this project and request the it be returned to the council agenda for another vote.

>

> Please do not let a few vocal people cloud your judgement on a highly desirable investment in our city.

>

> Thank you for your service,

>

> Steve

>

- > Steve Hosome
- > 4909 Quesada Ave
- > Cedar Falls, IA
- > 319-277-2643
- >
- >
- >
- >
- >
- >

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Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:51 AM
To: Jacque Danielsen
Subject: Fwd: Kwik Star Project

Sent from my iPhone

Begin forwarded message:

From: Colleen Wagner <mwags@cfu.net>
Date: March 3, 2018 at 10:40:38 AM CST
To: "daveshar@cfu.net" <daveshar@cfu.net>, "susan.debuhr@cedarfalls.com" <susan.debuhr@cedarfalls.com>, "RGreenCF@gmail.com" <RGreenCF@gmail.com>, kruseoncouncil <kruseoncouncil@aol.com>
Subject: Kwik Star Project

Dave, Susan, Rob, Daryl –

I strongly urge you to stand with the voting and taxpaying residents and vote AGAINST the Kwik Star Project when it comes back before the City Council. The area along Greenhill is NOT an appropriate location for this station, directly across from a residential area.

We were not against a Fareway being built here but a gas station is a health and safety risk. Please continue to vote NO for this project.

Thank you,
Mike and Coleen Wagner
217 Spruce Hills Dr.

Sent from [Mail](#) for Windows 10

Jacque Danielsen

From: Frank Darrah <wfd@cfu.net>
Sent: Monday, March 05, 2018 4:15 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star Project

Sent from my iPhone

Begin forwarded message:

From: Colleen Wagner <mwags@cfu.net>
Date: March 3, 2018 at 11:21:28 AM EST
To: "markm@cfu.net" <markm@cfu.net>, "Tom.Blanford@cedarfalls.com" <Tom.Blanford@cedarfalls.com>, "wfd@cfu.net" <wfd@cfu.net>
Subject: Kwik Star Project

Members of the City Council –Mark Miller, Tom Blanford, Frank Darrah

We live at 217 Spruce Hills Drive in Cedar Falls. When we moved here close to 30 years ago, we were at the dead end of the road. There were corn fields to the east of us all the way to about one block this side of Rownd St. There was no Greenhill Road – that, too, was a cornfield south to the Western Home Windgrace Independent Living Community. Then Greenhill Road came, but we were told there would not be much traffic on it so there would be no stoplights but they did build a wooden fence on the south side of the houses that were there just to keep the traffic noise out.

That was then, this is now – many large fancy homes have been built to the east of us. Greenhill Road is a racetrack – sometimes the traffic noise is so loud you can hardly hear inside your home. Many stoplights have been added as well. Much has been built on the south side of Greenhill as well, but it is professional buildings.

Now we are told they want to build a Kwik Star station there. This is NOT acceptable to any of us who live along here. There is a new Casey's Station about a mile west of here – do we need a station in every block? There will be loud cars with loud music, tanker trucks in and out, car wash noise with loud blowers, trash blowing all over – especially right into our yards. Oh, yes, they said they would put in special lights so they would only light up their lot during the night. Have you ever driven by a station at night? I have never seen one where the lights shine only on their lot at night. You can see lights from any station blocks away which means our house will be totally lit up all night long.

I know this area has been changed to "MU" lots which can be used for professional buildings but a Kwik Star does NOT belong in this area. It will be the only building that will be open 24/7 and we do not need this nor do we want it. It seems very inappropriate to put a station in our residential area. Hundreds of residents who live in this area and pay taxes, do NOT want this station. Will you overrule these residents for one company to move in and ruin our residential area? When will the voters be listened to?

As you can see, we are not opposed to Fareway but a station is just not acceptable. It seems a bit odd that one man would stand up and say he approves of this and asks that you move forward with it when

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he does not even live in the area and it would have absolutely no effect on him in any way. I feel strongly certain if a station was being built directly across the road from the home where any of you live, you would not be in favor of it at all. Please consider those of us who live here. We do NOT want this for our neighborhood. We need you to support us – the taxpayers.

We ask that you please, please do everything in your power and NOT allow the Kwik Star to be built here. It needs to be built out in a more retail oriented area. That would make much more sense.

Please help us.

Thank you,

Mike and Coleen Wagner
217 Spruce Hills Drive

Sent from Mail for Windows 10

Jacque Danielsen

From: Ronald Flory <rondflory@cfu.net>
Sent: Saturday, March 17, 2018 2:34 PM
To: Jim Brown; Jacque Danielsen; Susan deBuhr; Daryl Kruse; David A. Wieland; Rob Green; Mark Miller; Frank Darrah; Tom Blanford; Jeff Danielson; Walt Rogers
Cc: Penny Popp; Mary Wallingford; Jill Fisher; Bonnie Poley; Karen Barnes; ggtrip; Denise Flory
Subject: Kwik Star proposal, response by a citizen voter

Mayor Brown, Clerk Danielsen, and City Council Members,

The following letter states the same as the attachment I sent earlier today. I understand some were unable to open the attachment.

I do have a question I wish to have answered, and will ask it, again, at the meeting when it is my turn to speak.

Jim Brown, Cedar Falls Mayor
Jacque Danielsen, City Clerk
City Council

Ronald D. Flory, MD, retired
301 Spruce Hill Dr.
Cedar Falls, IA 50613
16 March 2018

Dear Mayor, Clerk, and Council:

My wife, Denise, and I oppose the Kwik Star proposal on Greenhill and Coneflower.

We live directly north across the street of the proposed development.

We built our home in 2008 along the bicycle trails, anticipating retirement here: no step entry, disability access 36" wide doors with lever handles, walk in shower, all needed facilities on the main floor. 5 years ago, I did retire after 37 years of Family Practice at Covenant Clinic in Waterloo.

What were the legal notifications made to us residents for the 2015 zoning change? How transparent were the actions of P&Z and council for this change? I will be expecting an answer to this question when the city council meets to further discuss the Kwik Star proposal, at which time I will, again, ask this question.

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We both enjoy riding bicycles and have used the trails extensively, riding from our garage directly to the trails. Some other quality of life enjoyments have been CFU fiber cable, underground electric lines, "The Falls" swimming pool, the renovated Main Street, newly renovated University Avenue, and our neighborhood.

We used to enjoy walking across Greenhill at Estate Drive/Coneflower, but the traffic has become too fast and heavy the past year, except early (07:00) Sunday mornings. That will get worse. Now we walk to the corner of Greenhill and S Main, noting that the seconds allotted to cross Greenhill are very scanty for middle aged people and even worse for the elderly.

Driving south out of Estate Drive, turning right (west) onto Greenhill has become dangerous due to many cars from the east driving at least 45mph with some even ½ block behind me accelerating to drive around me as I go towards S Main, where the lane narrows down to 1 forward and 1 left turn. This has happened many times, even though my 6-cylinder Outback accelerates quite well. I also do believe 45mph is too fast for the S Main/Greenhill intersection. (Note the large number of elderly people in the Western Home facilities.)

I hear that we do not have real traffic problems, according to a developer. I am not living in Los Angeles for a very good reason. Cedar Falls does have traffic problems. How many deaths (10+) have been along 58? Even our prior mayor was rear-ended on that road. Hiway 58 is not neighborhood friendly. Remedy S. Main and Greenhill before there are deaths, here, too!

Ground water contamination is another concern, noting the small retention pond just downhill and east of the proposed Kwik Star site. The slightest fuel leakage and spills will contaminate this and further down Dry Run Creek. Note other residents, especially Penny Popp, have demonstrated the leakage problems with all gas stations. Also note a major Kwik Star/Trip spill in Lake Winona, MN on Sunday 4 March this year.

Noise levels will be greatly increased with the car wash, even with the exit being to the south. I regularly use the Kwik Star on Ridgeway and 58, only 2 miles away, and know how noisy it really is. (They do sell the best maple glazed Persians.)

Light pollution will be another decrease in quality of life. My back deck faces Greenhill. I had it heavily constructed with 16"x16" concrete piers to make the deck vibration resistant for my telescope to view the southern sky.

It seems to me that the developer and Kwik Star have had greater access to the P&Z and the council than we voting private citizens. Let me remind you that you should be representing our interests over the developers and Kwik Star. Whoever thinks that Kwik Star is a good idea, I will be glad to sell my home to them for what I paid for it.

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Keep our neighborhood with Cedar Falls friendly characteristics to attract other homeowners, not just renters with temporary jobs.

I welcome neighborhood friendly development, such as Fareway. The developers and the city and P&Z need to consider other neighborhood friendly businesses, NOT KWIK STAR! Kwik Star belongs in a real business district, not a neighborhood that got hoodwinked by a slight of hand!

I ask that when the votes are taken for the Kwik Star or any other item of business, to please leave the votes on the screen for 2 minutes to allow us voters to know who voted for what.

Remember that we voters do vote!

Thank you for your consideration,

Ron Flory, MD, retired

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Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Monday, March 05, 2018 2:53 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star reconsider

.....
Rob Green | 314 Olive Street | Cedar Falls, Iowa 50613
rgreencf@gmail.com ~ (319) 804-8847 ~ about.me/robgreeniowa
-- Web Developer III, Rod Library @ University of Northern Iowa
-- City Council (At Large) Rep (Term: 1/1/18 - 12/31/21), robgreeniowa.com
-- Lead, Nextdoor.com Cedar Falls (sartoripark.nextdoor.com)
-- Brigade Captain, Code for the Cedar Valley

----- Forwarded message -----

From: **Craig Fairbanks** <craig@fairbanksbuilders.com>
Date: Sun, Mar 4, 2018 at 2:57 PM
Subject: Kwik Star reconsider
To: "rgreencf@gmail.com" <rgreencf@gmail.com>

Why is it that the citizens never get their wishes for quality of life. Over the last 10 years projects like this have been routinely have been turned down along this stretch of Greenhill in favor of the residents who live in the area. City Council has not seen these votes because they were stopped at planning and zoning level. I have ground backed to Greenhill that I would have loved to provide some confidence for my residential neighbors but was forced into restricting the use of the property even though it met zoning. I was assured by the developers that this is not the use that they would be looking for in that location. So with those assurances customers of ours built really nice homes across the street including my own home.

Please do not force this on us and stand by your original vote.

Thank you for your consideration

Craig Fairbanks
Fairbanks Builders

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 11:25 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star Reconsideration

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Jill Fisher <jfisher203@gmail.com>
Date: 3/7/18 2:56 PM (GMT-06:00)
To: jim.brown@cedarfalls.com, susan.debuhr@cedarfalls.com, rgreencf@gmail.com, kruseoncouncil <KruseOnCouncil@aol.com>, wfd@cfu.net, Tom.Blanford@cedarfalls.com, markm@cfu.net, David <daveshar@cfu.net>
Subject: Kwik Star Reconsideration

Mayor Brown and Council Members,

As a resident of Cedar Falls, and more specifically a resident of the El Dorado Heights subdivision, I am asking you to consider why you have been approached with such a strong objection to this proposal.

Some of their objections include : Noise pollution, ground water pollution, lighting, signage, crime, proximity to residents, decreased property values, traffic safety and quality of life. When you consider these concerns as a "whole", we believe these are viable reasons to vote "no".

We are aware that we may not be representing all of the citizens of Cedar Falls. But we are the most impacted by this proposal. My concerned were primarily with the traffic at the intersection of Greenhill Road and S. Main Street. I don't have to travel this road daily but I am concerned for the men and women who drive to and from work, the mothers who take their children to school, the Peet Jr. High students who bike to school, the hundreds of Western Home Community residents and workers, the emergency vehicles and all of the rerouted traffic during our numerous road construction projects.

I can't see this proposed construction site from my deck, but the residents of Spruce Hill division can.

I care about the residents who will be unnecessarily burdened by locating Kwik Star on this proposed site. I care about the potential traffic safety this will create, whether a life is lost or someone suffers a serious injury.

I trust that all of you care about them too and will cast a "no" vote on April 2nd.

We are not apposed to the Public Safety building, the Fire Station or Fareway. But Kwik Star is different.

Yes we may seem very passionate or even emotional about this. But wouldn't you be if you were in our position?

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Kwik Star didn't vote for you; Mr. Oster didn't vote for you; did any of the employees at Lockard Development vote for you?

We voted for you and we sincerely expect that you will take all of our concerns into consideration when you vote.

Jill Fisher
203 Cordoba Ave.

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Monday, March 19, 2018 7:35 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Kwik Star Reconsideration

Let's not forget the historical value of the residents...who have invested and molded the unique neighborhood surrounding Greenhill and Main, and the city of Cedar Falls.

See you tonight.

Penny Popp
On behalf of all the residents opposing Kwik Star
4805 S Main

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Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Thursday, March 08, 2018 12:33 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah
Cc: David A. Wieland; Daryl Kruse; Rob Green
Subject: Kwik Star reconsideration

To continue the discussion of underground leaking storage tanks or LUST, one must also consider the immediate impact that this occurrence may have on the surrounding residential area. Most notably, is the impact on property values.

A University of Northern Iowa study, The Effect of Leaking Underground Storage Tanks on the Values of Nearby Homes, (Hans R Isakson and Mark D Ecker, April, 2010), looked at the effects of LUST using examples in Cedar Falls. This study confirmed "previously studies findings that proximity to a LUST site does adversely affect the value of nearby houses" but does decrease "rapidly with the distance from the LUST. Price impacts ranged from a decrease in sale prices of medium sized homes of approximately 5.5% to 11% with an annual citywide loss of home value of just over \$3,000,000. (As of October 1, 2017, 195 locations exist within a 15 mile radius of the proposed site).

The residents opposing Kwik Star chose their homes well. They chose to invest in a stable established residential neighborhood to avoid a decrease in their investment, far from any imminent hazard or obtrusive business. The City is now threatening their investment if they allow Kwik Star to proceed. LUST is byproduct of a gasoline station. Leaks will occur.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:40 AM
To: Jacque Danielsen
Subject: Fwd: Kwik Star reconsideration

Sent from my iPhone

Begin forwarded message:

From: Larry Millang <uffda814@cfu.net>
Date: March 5, 2018 at 2:19:40 PM CST
To: jim.brown@cedarfalls.com, markm@cfu.net, susan.debuhr@cedarfalls.com,
Tom.Blanchford@cedarfalls.com, wfd@cfu.net, daveshar@cfu.net, KruseOnCouncil@aol.com,
rgreencf@gamil.com
Subject: **Kwik Star reconsideration**

Please do not approve the Kwik Star for the Greenhill Road project. Besides the increase in traffic it will cause in our neighborhood, consider the safety of our neighborhood with late hours at the Kwik Star, the noise/lights/smells that will be a part of the business, and the environmental impact it will have in the neighborhood. These will all cause negative results and impact to our quiet neighborhood. If the city truly feels we need another Kwik Star/convenience store/gas station, consider placing it closer to the Viking Road development near Menards. I ask to think if you would like this Kwik Star within a block of your own residences.

Within 3 miles of this proposed site there are a minimum of 5 gas stations/convenience stores already (3 Casey's, 1 Kwik Star, 1 HyVee Gas). Do we REALLY need another in a residential area? I think not.

Sherry and Larry Millang
Eldorado Heights Neighborhood

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Jacque Danielsen

From: Frank Darrah <wfd@cfu.net>
Sent: Monday, March 05, 2018 4:15 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star thoughts

Sent from my iPhone

Begin forwarded message:

From: denflory@aol.com
Date: March 3, 2018 at 5:16:03 PM EST
To: jacque.danielsen@cedarfalls.com, RGreenCF@gmail.com, markm@cfu.net,
susan.debuhr@cedarfalls.com, tom.blanford@cedarfalls.com, daveshar@cfu.net,
kruseoncouncil@aol.com, wfd@cfu.net, jim.brown@cedarfalls.com
Subject: Fwd: Kwik Star thoughts

I apologize for sending this email without actually sending the content.

-----Original Message-----

From: denflory <denflory@aol.com>
To: jacque.danelsen <jacque.danelsen@cedarfalls.com>
Sent: Sat, Mar 3, 2018 10:10 am
Subject: Kwik Star thoughts

Please share with city council members

Good morning Council,

I learned Friday night that the Kwik Star vote will be revisited at Monday night's council meeting.

As my neighbor stated at the last meeting, there are 3 competing interests here: the Kwik Star to gain profits, the city to expand tax base, and the citizens who pay taxes and seek quality of life, also known as health, safety and welfare, in return.

With the Kwik Star proposal, there is not a balance. While the gas station will reap financial gain, the neighbors will exponentially lose in health - with petroleum fumes in the air, oil product runoff into ground and area water, and constant light pollution; lose in safety with increased traffic on roads not currently equipped to handle such; and lose to welfare by having a never ending source of light and noise and traffic. Over 300 neighbors in the So Main, Greenhill, Heritage Hills & Eldorado Heights areas, the vast majority of which are homeowners and tax payers, are opposed to this 24 hour gas station car wash.

Kwik Star failed to respond to P& Z recommendations in a timely manner, missing the last council meeting when it was scheduled. Did Kwik Star accept the recommendations? Was it in writing? We've learned recently in zoning and city business, someone's "word" is not enough, it must be in writing.

The issues of 24 hour lights, pollution, and traffic flow with ongoing area developments and anticipated and scheduled road "modifications" to 58 at Greenhill & Viking remain.

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Please consider the investment of the citizens in the neighborhoods that will be impacted negatively by the development of a 24 hour gas station/ convenience store with detached car wash. On a personal note, I was told I could personally erect an 8 foot fence because my property borders Greenhill. Such a fence would not block the lights of a canopy 15-18 feet high or the taller parking lot lights. My neighbors to the west benefit somewhat from an earthen berm and wooden fence but the parking lot lights would still infringe on their peace and well-being. Is there a way for current residents to be protected?

The neighbors are not opposed to development in this area. The Fareway is a good example. A business that is not 24 hours 7 days a week of open operation and without overnight bright lights would be more acceptable. A bank, credit union, insurance office, dentist, medical supply company or other type office are possibilities.

As you reconsider this, consider not only the benefits of a gas station but also the costs to the neighbors and the environment.

Thank you.
Denise Flory
301 Spruce Hill Dr Cedar Falls

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Jacque Danielsen

From: Frank Darrah <wfd@cfu.net>
Sent: Monday, March 05, 2018 4:12 PM
To: Jacque Danielsen
Subject: Fwd: Kwik Star, Greenhill/Main, Public Safety construction

Sent from my iPhone

Begin forwarded message:

From: Bonnie & Wes Poley <poley@cfu.net>
Date: March 5, 2018 at 1:52:25 PM EST
To: "jim brown@cedarfalls. com" <jim.brown@cedarfalls.com>, markm@cfu.net, "susan debuhr@cedarfalls. com" <susan.debuhr@cedarfalls.com>, Tom Blanford <Tom.Blanford@cedarfalls.com>, wfd@cfu.net, David <daveshar@cfu.net>, kruseoncouncil <KruseOnCouncil@aol.com>, Rob Green <rgreencf@gmail.com>
Subject: Kwik Star, Greenhill/Main, Public Safety construction

To the Council Members and Mayor Brown:

We live about a block south of the Greenhill/S. Main St. intersection at the corner of Cordoba and S. Main and have concerns we would like to see addressed at tonight's or a near-future Council meeting.

Thank you all for your careful consideration of the Fareway and Kwik Star projects recently. We still feel because of the proximity to decades old residences, that particular property should be used for professional offices or service businesses rather than retail stores. While we won't be directly affected, we are very concerned for our neighbors north of Greenhill and along Balboa who will have their lives and property adversely affected by the lighting, traffic, noise, litter, pollution, etc. generated by these two businesses. Fareway, because of the nature and hours of the store, is less concerning, but a 24/7 convenience store/gas station operation is a detriment to the residential neighborhood and we strongly urge you to stay with the previous vote. Also, we continue to be concerned about the entrance off of Main St. to Fareway. With everything else going on in the immediate area, it's going to cause problems.

The intersection of Greenhill and Main St. continues to be a huge concern to us. It is extremely unsafe, especially for north and south bound traffic. Several times a day we come from the south and turn left on to the single lane of Greenhill. It's often a stand-off determining if the north or south bound traffic has the right of way and we typically have to guess if the second car in the queue is going straight or turning and if they'll squeeze by the first one in to our path without bail-out space. For safety's sake, as an immediate temporary measure, north and south traffic should alternately stop and go (similar to Cedar Heights/Greenhill and 12th/Main) especially now that the Public Safety building construction has begun.

In regard to the Public Safety Building construction, new concerns have surfaced. First, because there is no advance warning that the driveway to Arrowhead Medical Center is now closed, drivers find themselves having to turn around (or go down to Iris past Western Home villas). It seems the largest majority turn around in our (or our neighbors across the street) driveway. Unlike us, these drivers are unaware how quickly people come around the corner from S. Main and are in jeopardy of being hit when backing onto Cordoba. While typing this email, five cars were observed turning around in our driveway. Also, S. Main currently is reduced to single lane traffic due to utility work and there is no warning light which is a hazard after dark.

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We appreciate you and your good work for this city and thank you for your consideration of our concerns.

Thank you!
Wes and Bonnie Poley
109 Cordoba Ave.

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Jacque Danielsen

From: denflory@aol.com
Sent: Tuesday, March 06, 2018 8:51 PM
To: Rob Green; David A. Wieland; Jacque Danielsen; Jim Brown; Daryl Kruse; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah
Subject: Kwik Trip fuel spill affects Lake Winona

Dear Council Members,

The below article from the Winona Post newspaper was brought to my attention today. The article was in the March 5th, 2018 paper. Kwik Trip and Kwik Star are the same entity with one name used in Minnesota and the other in Iowa.

Fuel spills do occur. It is, sadly, a fact of life. Spills occur and damage of varying degrees results, harming the environment and the creatures that live in or along the water and waterways.

The Coneflower location for the proposed Kwik Star neighbors the retention pond that receives runoff water from much of Pinnacle Prairie. Were such a spill or overflow to occur at this Kwik Star, the petroleum based pollution would quickly flow down to Dry Run Creek and into the Cedar River.

One might say, but Kwik Star has a filtration system for such spills. It obviously did not work in Winona. Can we trust that it will work here? Is it worth the risk to the health, safety and welfare of all who live near the waterways or to the fish and creatures that need this water source for survival?

Please read the article as you reconsider the proposed location for Kwik Star.

Sincerely,
Denise Flory
301 Spruce Hills Dr

Winona Post <http://www.winonapost.com/Article/ArticleID/58327/Kwik-Trip-fuel-spill-affects-Lake-Winona>

ARTICLE

 Photo by Ben McLeod

Kwik Trip fuel spill affects Lake Winona

(3/5/2018)

A fuel spill at Kwik Trip on Huff and Sarnia streets on Sunday has resulted in a fuel leakage via the storm drain system into the western side of Lake Winona. Kwik Trip contacted West Central Environmental Consultants (WCEC) of Fridley, Minn., to clean up the spill at the lake, putting down chemical booms in an effort to contain the fuel. The Winona Fire Department responded as well.

Winona Fire Chief Curt Bittle said, "Kwik Trip called their cleaning contractor, they did all due diligence on the spill. Some fuel leaked into the drain at West Lake Winona, so the contractor was contacted, and they added [chemically absorbent] pads." The WFD pulled its own skirt boom away from the area, and WCEC added its own absorbent boom. The WCEC boom will remain in place until Thursday.

A number of visitors to the Lake on Friday reported a chemical odor and a fish die-off at the drainage pipe at Harriet and West 15th streets. At the pipe's outflow, dead fish floated while others swam upside down in the open water around the pipe. A thick oily patch is encircled by the absorbent boom. "To get that reflective sheen on the water, it doesn't take a lot," Chief Bittle said.

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 10:54 PM
To: Jacque Danielsen
Subject: Fwd: KwikStar in Waterloo Robbed Overnight

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Mike Stout <michaelrstout@gmail.com>
Date: 3/26/18 8:37 AM (GMT-06:00)
To: wfd@cfu.net, rgreencf@gmail.com, Jim.Brown@CedarFalls.com, KruseOnCouncil@aol.com,
markm@cfu.net, susan.debuhr@cedarfalls.com, Tom.Blanford@cedarfalls.com, daveshar@cfu.net
Subject: KwikStar in Waterloo Robbed Overnight

Second time this year.

http://wfcourier.com/news/local/crime-and-courts/waterloo-kwik-star-robbed-overnight/article_5b70c0be-368e-5efc-9bce-2ceb879ff261.html#utm_source=wfcourier.com&utm_campaign=%2Femail-updates%2Fbreaking%2F&utm_medium=email&utm_content=8B612D715E77532A9D5F53183E513E5B453EE04E

This is the side you voted to reconsider so you could “hear them out.” Im hearing them out loud and clear.

Vote no on this next week. It doesn't fit, it's dangerous and unneeded.

Mike Stout
206 Spruce Hill Dr

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Item F.5.a.

Jacque Danielsen

From: Mark Miller <markm@cfu.net>
Sent: Friday, March 09, 2018 1:15 PM
To: Jacque Danielsen
Subject: Fwd: KwikStar Project in CF

Here is an email from Mike Stout regarding Kwik Star. I didn't respond and overlooked it a couple days ago.

Begin forwarded message:

From: Mike Stout <michaelrstout@gmail.com>
Subject: KwikStar Project in CF
Date: March 7, 2018 at 10:13:21 AM CST
To: markm@cfu.net

Mark,

Wanted to send another note to let you know there are still tons of us opposed to this KwikStar project.

I know you have decided to not respond to any of your constituents as evidenced by the multiple emails that I've sent with radio silence, but I implore you to change your vote this time around and nix this thing. We don't want this project in our backyard, and KwikStar has made it clear they do not give a rat's ass about our well-being or our neighborhood. They see a heavy traffic area with potential for profit and have refused to compromise with us on anything, from hours of operation to lighting to noise.

We aren't opposed to a compromise - whether they say they won't be open 24 hours, they'll not use the awful boom microphones at their pumps, or that they won't play the God-awful music over their loudspeakers at the pumps 24 hours a day. They just have given no indication that they care about that, and that should be considered by you.

Do the right thing, vote no and honor your constituents first.

Nile Kinnick's last recorded words say it best: people must come before profits.

Regards,

Mike Stout
Spruce Hill Dr
515-971-5521

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:44 AM
To: Jacque Danielsen
Subject: Fwd: Kwikstar Re-consideration
Attachments: Wieland Letter re. Balboa Avenue Access Problem with Kwikstar 5 Mar 2018.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Steve Ephraim <sephraim@cfu.net>
Date: March 5, 2018 at 12:02:38 PM CST
To: <daveshar@cfu.net>
Cc: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Subject: Kwikstar Re-consideration

Good afternoon, Dave.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on access from Balboa Avenue to Main St.

We'll appreciate your consideration of the enclosed letter as you review this council issue.

Steve Ephraim

Item F.5.a.

5 March 2018

Mr. Dave Wieland
Cedar Falls Councilman-at-Large

KWIKSTAR TRAFFIC IMPACT

Good afternoon, Dave.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on access from Balboa Avenue to Main St. While some have publicly downplayed the current traffic situation, the status quo cannot illustrate the impact that pending projects will have on the Greenhill-Main intersection. These include Fareway, Cedar Falls Public Safety, and if approved, Kwikstar.

Access for Balboa Avenue residents must be considered with any South Main Street project. The proximity of Balboa to the Greenhill-Main intersection presents a special situation that is not accounted for in the Kwikstar traffic study report. Please refer to Attachment 1 which illustrates future complications based on data extracted from the study. The additional queueing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn north onto Main from Balboa.

We appreciate your consideration of this and all other issues to help assure that residents of the South Main community will continue to enjoy an excellent quality of life.

Sincerely,



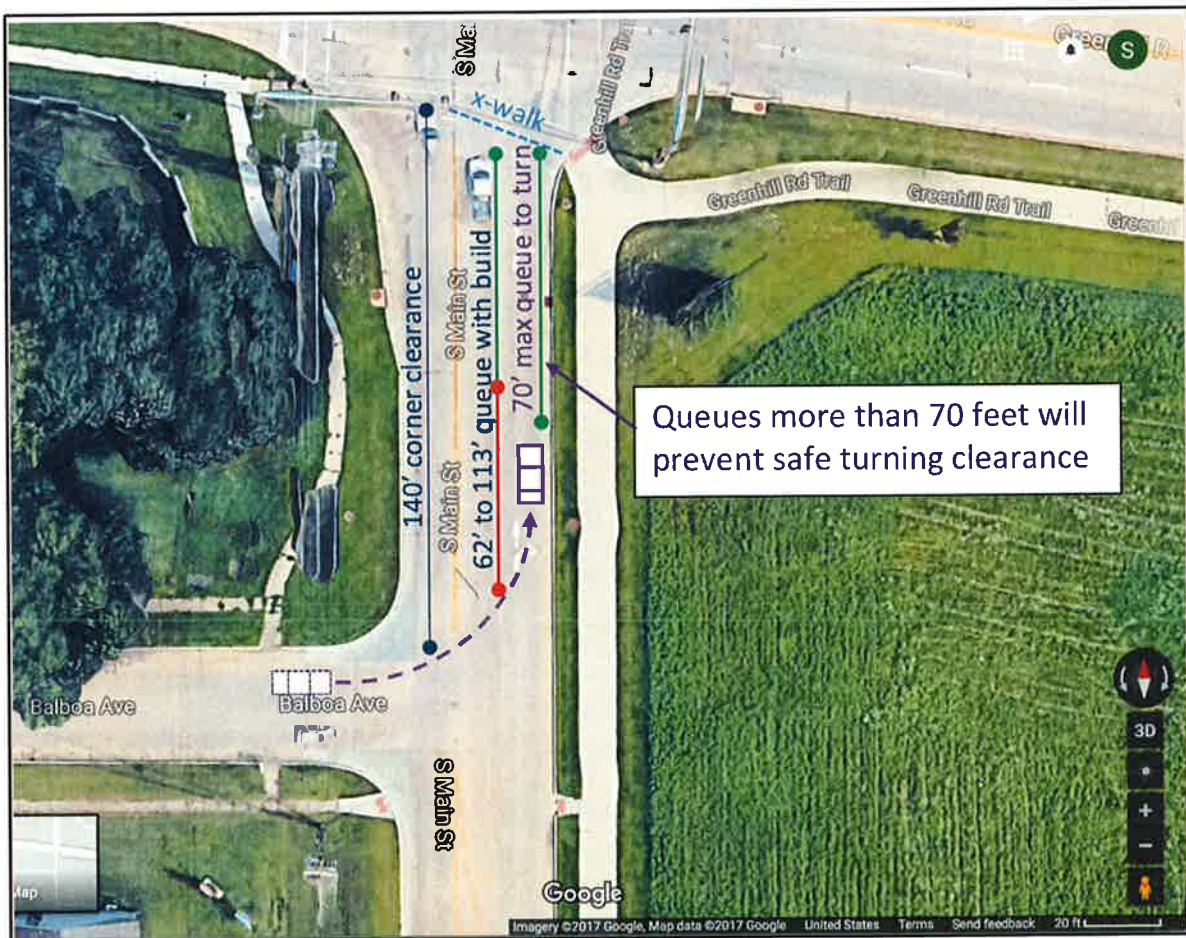
Steve Ephraim

ATTACHMENT 1
Proximity of Balboa Avenue to the Greenhill-Main Intersection

Balboa Avenue presents a special situation that is not accounted for in traffic studies. Contrary to federal and state guidelines, Balboa has been absorbed into the functional intersection of Greenhill-Main. It lies a mere 140 feet south of Greenhill and intersects with the northbound left-turn lane of South Main. The additional queuing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn onto northbound Main from Balboa. This is illustrated in Figure 1 below.

KwikStar’s traffic study, which does not include hypothetical improvements to the Greenhill-Main intersection, estimates that the northbound backup for a red light (in the through/right-turn lane) will range from 62 to 113 feet. With queues beyond 70 feet a driver does not have sufficient room to turn north onto Main from Balboa, meaning that this will frequently extend wait times. This access is further complicated by conflict points with southbound Main traffic and the northbound left-turn lane. Failure to mitigate traffic impacts from KwikStar, Fareway and future Pinnacle Prairie developments will create an untenable situation for Balboa residents.

FIGURE 1
NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION



Item F.5.a.

Jacque Danielsen

From: denflory@aol.com
Sent: Sunday, February 11, 2018 8:38 AM
To: Mark Miller; Susan deBuhr; Daryl Kruse; Tom Blanford; Frank Darrah; Rob Green; David A. Wieland; Jim Brown
Cc: Jacque Danielsen
Subject: letter to Cedar Falls City Council and Mayor

Follow Up Flag: Flag for follow up
Flag Status: Completed

301 Spruce Hills Dr.
Cedar Falls, IA 50613
February 10, 2018

Dear Mayor and City Council Members;

A few weeks ago, I discussed with four City Council Members my concerns regarding the proposed Kwik Star at Coneflower and Bluebell, along Greenhill. I live at 301 Spruce Hills Dr. My backyard is directly across Greenhill from the proposed site of the Kwik Star with intended 24 hour operation of the store, gas pumps and car wash.

At this time, I present this letter to the full council and mayor with prayers that my concerns will be heard and either the Kwik Star will be deemed unsuitable for the proposed site or that, if this business must be allowed, that the appearance, hours of operation, and landscaping will be addressed to minimize the detrimental impact on the neighborhood.

My concerns:

1. **Pollution:** Although Kwik Star states they have a double filter system for surface drainage and new underground storage tanks, such systems will eventually leak. The flora and fauna in the nearby catch basin and Dry Run Creek cannot withstand additional pollution. In addition to petroleum products and exhaust pollution, the inevitable customer litter, i.e., wrappers, cups, etc., will join the landscape.
2. **Other pollutants: Noise.** Upon P & Z request, Kwik Star performed a noise test at a different store to check the decibels of the car wash. I question the applicability of that study. Kwik Star has stated the noise comes from Greenhill. In the overnight hours, Greenhill is fairly quiet. The blower noise, car wash noise and delivery truck noise will break that silence for nearby neighbors.
Lights: The down facing lights in the Kwik Star canopy at Ansborough and Hwy 20 in Waterloo are very white and bright. If these same lights are installed at the proposed Kwik Star, and installed at the proposed height, the homes unshielded by the earthen berm with wooden fence on the north side of Greenhill will be brightly lit 24 hours a day. If Kwik Star is approved, can the earthen berm and fence be extended to Estate Drive to minimize the detrimental impact of this development on the neighbors' quality of life?
3. **Mission Style:** The proposed Kwik Star does not conform to the Mission style architecture required of other businesses in Pinnacle Prairie. The Public Safety Building was required to modify its original design to be more conforming. The coloring and lighting on the canopy proposed by Kwik Star are unlike any other business in this area. The red light line surrounding the canopy should be eliminated. The canopy and building should be shades of tan or brown to blend with neighboring businesses. The current plan does not reflect the Mission theme of Pinnacle Prairie.

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4. Hours: Kwik Star is a 24 hour 7 day a week business. Greenhill has no 24 hour businesses. Viking and University, less than 1 mile in either direction from Greenhill, have 24 hour businesses with the increased noise and traffic that accompany those hours. There are already 4 gas stations within 0.5 to 2.0 miles of the proposed site. Part of planning should include a diversity of services, not a glut of gas stations.
5. Unresolved traffic concerns. Current traffic congestion, increased volume, and traffic speeds along Greenhill at South Main will not go away while housing and business development continues and as planned area road construction and re-construction begin in 2018 and 2019. I fear this area will become much like the current Viking and 58 area in traffic and tone.

Thank you for serving the people of Cedar Falls.

Sincerely,

Denise Flory
319 239 5708

Item F.5.a.

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 11:22 PM
To: Jacque Danielsen
Subject: Fwd: Local Control of CF issues

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: James Kerns <jameskerns@cfu.net>
Date: 3/11/18 12:57 PM (GMT-06:00)
To: KruseOnCouncil@aol.com
Subject: Local Control of CF issues

Hi Daryl

FYI, I sent the following message to Walt Rodgers and Jeff Danielson regarding their interference in the KWIK Star issue.

Please allow our local elected Cedar Falls government officials run Cedar Falls.
Certainly you have plenty to work on at the state level.

Cheers, Jim

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

March 26, 2018

Cedar Falls City Council
220 Clay Street
Cedar Falls IA 50613

Mr. Jim Brown

Your job as the elected mayor is to uphold the City of Cedar Falls mission statement and goals.

ORGANIZATION GOAL 1

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

Develop cost effective methods of informing the public of available ways to provide input to encourage wider participation in the various boards, commissions, task forces, and other support groups providing input to the City.

I request that all 300+ addresses that signed the petition against the Kwik star development at Green Hill and Coneflower be notified, in a timely manner, of the next City Council meeting regarding the Kwik Star development at Green Hill and Coneflower.

MISSION STATEMENT

Maintain and improve the safety and desirability of Cedar Falls through the efficient delivery of public services, and the ongoing practice of open communication among council, staff, mayor, and the citizens.

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

Preserve the community's **physical, human, and aesthetic assets** by assuring that "quality of life" services are available for the leisure, education, and cultural and personal enrichment of residents.

In lieu of all the documentation you have been provided, which shows overwhelming issues in many areas, against allowing the Kwik Star to be located at Greenhill and Coneflower, but foremost, the issues of the environmental disaster that will be created by just one gas station's run off into the ground water near any residential neighborhood or medical facility is not acceptable and you as a council member are obligated under the mission statement to do what is right for the people, the environment, and the integrity of the land used in Cedar Falls for development.

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The health and wellbeing of family's in the adjoining neighborhoods are at the risk for many years to come. Is this what you want your legacy to be, a scar on the face of a thoughtfully designed and laid out professional- residential Cedar Falls community.

You have been presented with many reasons, including the 300 plus residents that do not want you to allow the Kwik Star coming to Greenhill and Coneflower but yet you seem to be determined to bring it back in for consideration. That goes against everything your mission statement stands for.

However Kwik Star may try to dress it up, fancy design, different roof line, low lighting, more trees and shrubs, and landscaping. None of that makes any difference, it is still a GAS STATION and will be nothing more than a GAS STATION, an eyesore, a dirty environmental hazard that will also bring additional crime to our neighborhoods.

I can only assume that you are being pressured by the developer and Kwik Star, but the residents are counting on you to do the right thing and to not roll over.

The first vote of the Council was the right vote for the community of Cedar Falls and the residents directly affected by the twenty-four hour a day Kwik Star GAS STATION.

Thank you for your time in this important decision.

Nino F. Costarella
401 Heritage Rd
Cedar Falls, IA 50613
319-277-5415

Jacque Danielsen

From: Sue DeBuhr <debuhrs@cfu.net>
Sent: Tuesday, March 27, 2018 4:15 PM
To: Jacque Danielsen
Subject: Fwd: Monday council meeting

forward

From: "Earl Van Sickle" <sicklevan@cfu.net>
To: "Earl Van Sickle" <sicklevan@cfu.net>
Sent: Tuesday, February 6, 2018 10:11:28 AM
Subject: Monday council meeting

Greeting;

I would like to compliment you on the council meeting last night! I have in the past 3 or 4 years started to follow the happening in city government more. Last night was the first time I have noticed that what was said by speakers and council that the other members appeared to actually listen and think about their views. It seemed to appear in the past that minds are made up regardless of what was said.

This college hill issue doesn't directly affect me except in taxes. But it is a huge issue for the city. I thought there were some excellent speakers last night and the issues were pointed out. It is very clear that zoning needs to be clarified and action taken in regards to parking in both college hill and downtown. Parking will determine the success of both of these areas. What you did last night should help this get done!

I thought that Brent Dalhstrom getting up and speaking was insightful. A very persuasive speaker, and the women from Razors Edge really was on point when she countered his arguments.

I don't envy your jobs moving forward on this!

Thanks for all you do.

Earl Van Sickle

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Item F.5.a.

Jacque Danielsen

From: Mary Wallingford <mwallingford@cfu.net>
Sent: Sunday, March 25, 2018 7:48 AM
To: Jim Brown; Jacque Danielsen; Susan deBuhr; Rob Green; Kevin Rogers; Daryl Kruse; Frank Darrah; Mark Miller; Tom Blanford; David A. Wieland; walt rogers; jeffdanielson; Ron Gaines; David Sturch; Stephanie Sheetz
Subject: more detailed neighborhood concerns

March 16 and 23, 2018
Subject: Value our homes!

Greetings to Cedar Falls City Council and Mayor:

As a citizen resident who lives across from where Kwik Star would like to build, my own judgment of the effect it will have on my life bears more weight than the outside opinion of any real estate developer, including one who lives at a safe distance from the project on the other side of Pinnacle Prairie's master plan map. Though not perplexed, I am saddened by his efforts to bring the project back for city council's reconsideration. As the city council has not acted for anyone's applause, as they serve our community for far greater reasons, I do have concerns about his reasons for pressing them to do so.

I believe both the Fareway and the Kwik Star proposals would be better suited to locations other than the ones they were considering along Greenhill Road, but once Fareway's plans were approved, I was neither perplexed nor disheartened that Kwik Star's plans did not receive approval. We have no need or desire for a gas station or car wash here, and even less need for a Kwik Star convenience store next door to a Fareway store. Concerned residents had often been told earlier that city staff and the planning and zoning commission only looked at whether the proposed construction would meet minimum requirements of current usage laws and city ordinances, not at how appropriate the projects would be for this area, which was the city council's task. The city council rightly took many other important factors under consideration.

This developer may conduct many Iowa real estate development transactions. I am sure many plans were successful; I doubt they were as similar or as successful as he claims. While he cautions avoidance of thought traps in making decisions, he seems to set a few of his own. I would need to see photos of the completed similar projects, not plans, which even here have changed from the original designs, and not fall into a trap of claims from a zealous salesman that these worked well somewhere else with enough similarities to our neighborhood to convince an objective observer that they should work here. I would also require testimonies from the ten closest neighbors of each of these projects. I will happily travel farther than across the street for convenient shopping, fueling, and car washing opportunities.

I disagree with this developer's assessment of traffic concerns. I have driven in plenty of high-density traffic areas, enough to appreciate that our area poses fewer problems. That is our point. It doesn't mean we have no valid concerns, nor that we should forego careful, cautious planning, nor that we will never have problems. How pleasant for this developer that he never experiences traffic difficulties, yet how fallacious his conclusion that it never happens here and probably never will.

I HAVE sat through two green lights here in Cedar Falls, at Greenhill and South Main, at Highway 58

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and Viking Drive, an intersection which I now avoid, as well as at University Avenue and Highway 58. I have seen cars hit and damaged at Greenhill and Main, and recently read an obituary of a young man killed in an accident on Viking. While riding my bike, I have often waited through three and four lights, with pedestrian signals, to cross on the trail at the intersection of Highway 58 and Viking Drive, and once through five or six lights at the pedestrian signal on Viking in front of Target.

Furthermore, we are aware that the Kwik Star station would not be on the corner of Greenhill and Main, but at Greenhill and Coneflower Parkway, which faces Estate Drive. My house sits at the end of Estate. We see westbound traffic on Greenhill speeding up the hill around drivers in the right lane, in attempts to beat the light, only to reach the striped zone, then screeching and squeezing in to return to the right lane. I see too many drivers try to turn onto Main when we cross to walk on the trail, with a pedestrian signal, which was not needed a few years ago. I have driven east through the light on Greenhill, signaled to turn onto Estate, and seen cars whiz by me from behind while I waited to turn. It is not easy to cross to walk or ride bikes on the south side of Greenhill Drive at Coneflower Parkway already.

This developer may not have concerns about the trash that blows away from these businesses, but I do. I have been picking up trash along the trail on Greenhill and parts of South Main for years. I have filled my own garbage bin and I have hauled bags to the transfer station, because I do not want my neighborhood to look trashy, and I do not want anyone to guess, assume, or think that it is okay to litter here if so many people obviously do. Lawn mowers in the summer also leave any broken glass shards, shredded plastic cups or bottles, and shredded beer cans, unsightly, messy, and dangerous, lying on the grass. It is not hard to guess correctly that the bulk of the items strewn across the parkway are the wrappers and containers of many of the very products Kwik Star sells. As I have never seen him picking up trash, I realize this developer might not be aware of how many sticky candy wrappers; gooey sandwich wrappers; cigarette packages; pizza slice holders; paper, plastic, and styrofoam cups; paper and plastic bags; cardboard, plastic, and styrofoam boxes; as well as bottles and cans from all types of beverages can accumulate in a short time. This is with no store in sight from east of Cedar Heights to west of Highway 58.

To a developer who claims that anyone should not "allow" residents to "dictate" where businesses should or shouldn't go based upon their belief that we have too many gas stations, traffic concerns, or that lighting will be overwhelming, or that noise will be a factor, I must ask why he thinks he should dictate to us? Since when, for how long, have developers dictated our established neighborhood conditions and concerns? I believe we do still live in America. His business deals, far more important to him, may make being a dictator appealing. He admits Pinnacle Prairie's design guidelines are superior to basic requirements of the city. Ours are yet more superior. His claims that Kwik Star has addressed our issues adequately are insufficient. As these issues are not of concern to him, perhaps he would like to buy my house. If he prefers his own, perhaps he would like to invite Kwik Star to build in his neighborhood. While adding to his bank account, he could have those conveniences many desire right near his home.

This project needs to be voted down precisely on quality of life, destruction of already established neighborhood character, increased risk of pollution, traffic, noise, lighting, and decline of property value. I am far more progressive than this developer, thinking much further ahead and much more carefully in planning to protect green spaces and guard against noise, pollution and traffic problems that keep people and business away. I do not need to be patronized about where or what business is for the betterment or detriment of the city. I know the difference.

I agree with this developer that it is hard to do the right thing. I also believe he knows, and the city council knows, way down deep, that bringing higher quality businesses has proven more difficult than

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anticipated and will take longer than many had hoped, which is why the zoning was changed to allow lower quality businesses, without any resident input or knowledge, just a few years ago. This type of action and the lowering of standards are not the right thing, and will also keep people and businesses away. It is also hard to prepare properly for optimum conditions while one is fearful or impatient.

I agree Harry S. Truman's quote is pertinent. Notice that he says that progress occurs when courageous, skillful leaders . . . change things for the better. Be a smarter and more courageous leader, and vote no.

Sincerely,

Mary Wallingford

312 Spruce Hills Drive

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Jacque Danielsen

From: Bonnie & Wes Poley <poley@cfu.net>
Sent: Tuesday, March 27, 2018 3:42 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: neighborhood

To: City Council, Mayor and interested staff

Nearly 25 years ago while still “youngsters” in our forties, after some serious health issues, we decided it was time to build a home that would hopefully take us well into our retirement years. We determined early on in the process that we didn’t want to land in an artificially planned, “cookie cutter” type community and literally looked at building lots from one end of Cedar Falls to the other. We liked what we saw in the character of the Eldorado Heights neighborhood with its eclectic style of houses plus the varied age of homes and the families living there. The neighborhood was reasonably close to services needed with mature trees and nearby open fields. For those reasons and more, it was determined this Eldorado Heights neighborhood property was where we hoped to grow in to senior citizenry. Twenty-one years ago we moved in to the house we self-contracted (side note: the city building/inspection staff was wonderful during the construction process!). Our home is "seasoned citizen" friendly and easily adaptable for complete handicap access.

We've loved living in this neighborhood. What we have not loved through the years, however, is that we've had to take time to let it be known certain businesses did not belong next to our residential neighborhood – Walmart, Lowes, Caseys for example. We were happy to have the opportunity to get to know our neighbors better through the process, but it would have been nice to do that with a neighborhood picnic instead of organizing to maintain the integrity and character of our established neighborhood. Once again we and our long time neighbors find ourselves having to defend our properties from intrusion by a business that doesn't fit the neighborhood character.

We appreciate that new businesses such as Kwik Star increase the property tax base, but it seems the property tax paid by residents in the neighborhood should carry as much, if not more, weight. Because gas will still typically be purchased within the city, the sales tax generated will likely be the same if Kwik Star builds in a more appropriate location or not at all. If someone is still driving, they obviously can go down the road a bit further for gas – to a location that doesn’t unfairly harm an established residential neighborhood.

Even though we would have preferred to keep the tranquility and smells of alfalfa fields, we welcomed the medical center, ambulance station, expanded retirement community and now, the Public Safety building and Fareway, because they provide valuable service and are less intrusive to this established neighborhood.

Kwik Star is a good company and we shop at their stores, but this proposed location at Greenhill/Coneflower/Bluebell doesn't fit the character of the neighborhoods it would adjoin. We urge you to help protect our homes and investment and vote "No" when this or any similar 24/7 business seeks to build at this location.

Thank you for serving us, the community and city we are proud to call home.

Bonnie & Wes Poley

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109 Cordoba Ave.

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Jacque Danielsen

From: Sue DeBuhr <debuhrs@cfu.net>
Sent: Wednesday, March 14, 2018 10:41 AM
To: Jacque Danielsen
Subject: Fwd: neighborhood concern
Attachments: city council letter.rtf

From: "Mary Wallingford" <mwallingford@cfu.net>
To: "Jim Brown" <jim.brown@cedarfalls.com>, "Jacque Danielsen" <jacque.danielsen@cedarfalls.com>, "Kevin Rogers" <kevin.rogers@cedarfalls.com>, "susan debuhr" <susan.debuhr@cedarfalls.com>, "Tom Blanford" <Tom.Blanford@cedarfalls.com>, "Frank Darrah" <wfd@cfu.net>, KruseOnCouncil@aol.com, rgreen@gmail.com, "Ron Gaines" <Ron.Gaines@cedarfalls.com>, jeffdanielson@gmail.com, "Mark Miller" <markm@cfu.net>, "walt rogers" <walt.rogers@legis.iowa.gov>
Sent: Wednesday, March 14, 2018 10:31:20 AM
Subject: neighborhood concern

March 5-10, 2018

Cedar Falls City Council and Mayor,

Thank you for listening on February 19, 2018, to residents who live and own homes in Cedar Falls near South Main Street and Greenhill Road and who have concerns about plans to locate a Kwik Star gas station, convenience store, and car wash at Greenhill Road and Coneflower Parkway. I expressed my opposition previously, while other residents spoke at the city council meeting when these plans were discussed and failed to receive approval. I remain opposed to the Kwik Star plans. Residents' concerns about traffic, lighting, several types of pollution and other environmental impacts, and the quality of the neighborhood milieu in terms of economic value, environmental sustainability, safety, and aesthetics have not been alleviated. Our goals include a safe, peaceful community for residents, especially seniors and families with children (both in need of greater attention being paid to their environs), and a more carefully considered, prudent, higher-quality development of the area.

I urge city council members to continue or join in opposition to Kwik Star's proposal at this site. We know of locations not prohibitively farther away which suit Kwik Star's purposes far better than this one. We encourage Kwik Star to use all the work they have put into examining this site toward the search for and selection of a far better one, where they will enjoy the success they seek and we will see the good neighborliness they propose in their mission. We have paid a premium for our homes because of their location, purposely not purchasing along University Avenue or Viking Drive. We do not wish to see Greenhill Road develop the same way these other routes have, or to see our home and property values decline, which neither Kwik Star nor the city of Cedar Falls will reimburse or remedy.

I disagree with Mr. Green's idea that increased traffic need not be a concern because traffic is "not

Item F.5.a.

that heavy” at present, and note that three viewings cannot represent usual daily conditions over the year. My letters to the planning and zoning commission, passed on to the city council, expressed my concern that traffic is already constricted and dangerous in the current, “lighter” volume of traffic and that the increased traffic would make the situation worse. Traffic is constricted by the road design (the painted stripes on Greenhill Road approaching the light at South Main Street, and dangerous to trail walkers and bike riders as well as cars (mainly because that road design is not adhered to very well on Greenhill Road, and because drivers turn north onto Main Street from both directions on Greenhill Road or turn west toward the highway onto Greenhill Road from Main Street, without looking). Having seen several accidents in recent years in the lighter traffic, I have no desire to see heavier traffic at this intersection. We also saw problems when the construction on University Avenue led more drivers to Greenhill Road and caused longer lines at that traffic light in each direction. This was without a new grocery store and public safety building at or near that intersection, or a new hospital to the west on Greenhill Road.

I am also concerned that Mr. Wieland, though in well-meaning consideration of residents, wishfully but unrealistically thinks that Kwik Star can and will hide the station so no one will know it is there. I do not see that happening. They gave no plans for more than a row of trees which may not be tall enough. They will not plant a wooded area all around that corner of an open lot. They have a reasonable right to visibility from the road to bring in customers for their business, which is why it should be in a location better suited to such a business. It is difficult to picture any council members wanting to live in a home facing a Kwik Star or voting to allow it to happen to them. Landscaping does not solve other problems, either. Some traffic will travel Bluebell Drive to Main Street or Coneflower Parkway to Greenhill Road. Car headlights driving north on Coneflower Parkway shine directly into my front windows. Currently I see very few throughout the day, especially early in the morning and after 5:00 in the evening. I do not relish a highly increased flow of headlights streaming throughout the evening. Neither will a row of trees block the increased pollution (much of it trash and garbage blowing in the wind), the risk of contaminated soil or water, or the general undesirability of constant in-and-out business dealing in many unhealthy products in quiet, residential neighborhoods of seniors and families raising children.

We can neither simply nor easily undo construction that removes so much green space at this site with such a detrimental impact on several neighborhoods in the area, so we need to consider carefully. We must rely on the courage of people like yourselves to hold firm to safeguarding the city’s investment in having clean and safe neighborhoods, in planning streets for optimal flow and safety parameters for vehicular and pedestrian traffic, and in maintaining the usually well-deserved reputation of Cedar Falls as a great place for families to live. Please safeguard as well the economic investment of the business and residential parties already present in and near this developing professional park, and the interests of all those in the community who treasure our trails and our natural resources of trees, prairie landscape, soil, groundwater, and surface water. The impacts of a gas station on the environment, on safety issues, and on the economic value and aesthetic attraction of this part of town are important and serious. They can be felt outside the immediate area as well, and extend beyond the near future. Impacts for the long-term future may be even more pressing for future generations, as this markedly different type of business would change the tone of future development in and near this professional park.

I am very grateful to the four city council members who already opposed the Kwik Star proposal at this site. I encourage you to maintain your opposition and ask the others to reconsider and join you in opposition, to preserve the natural beauty and well-crafted features already existing in the professional park. Vote to optimize the desirability of the services provided by the current and future professional enterprises in the park area, and sustain or allow an increase in the safety and value of the streets and properties in the surrounding neighborhoods, all of which appeal to and attract the

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people who value and care for the entire community. Please use your vote to direct Kwik Star to a better business site, set higher standards for this location, and maintain the safety and tranquility of residential neighborhoods around this stretch of Greenhill Road.

Sincerely,

Mary Wallingford
312 Spruce Hills Drive

Item F.5.a.

March 5-10, 2018

Cedar Falls City Council and Mayor,

Thank you for listening on February 19, 2018, to residents who live and own homes in Cedar Falls near South Main Street and Greenhill Road and who have concerns about plans to locate a Kwik Star gas station, convenience store, and car wash at Greenhill Road and Coneflower Parkway. I expressed my opposition previously, while other residents spoke at the city council meeting when these plans were discussed and failed to receive approval. I remain opposed to the Kwik Star plans. Residents' concerns about traffic, lighting, several types of pollution and other environmental impacts, and the quality of the neighborhood milieu in terms of economic value, environmental sustainability, safety, and aesthetics have not been alleviated. Our goals include a safe, peaceful community for residents, especially seniors and families with children (both in need of greater attention being paid to their environs), and a more carefully considered, prudent, higher-quality development of the area.

I urge city council members to continue or join in opposition to Kwik Star's proposal at this site. We know of locations not prohibitively farther away which suit Kwik Star's purposes far better than this one. We encourage Kwik Star to use all the work they have put into examining this site toward the search for and selection of a far better one, where they will enjoy the success they seek and we will see the good neighborliness they propose in their mission. We have paid a premium for our homes because of their location, purposely not purchasing along University Avenue or Viking Drive. We do not wish to see Greenhill Road develop the same way these other routes have, or to see our home and property values decline, which neither Kwik Star nor the city of Cedar Falls will reimburse or remedy.

I disagree with Mr. Green's idea that increased traffic need not be a concern because traffic is "not that heavy" at present, and note that three viewings cannot represent usual daily conditions over the year. My letters to the planning and zoning commission, passed on to the city council, expressed my concern that traffic is already constricted and dangerous in the current, "lighter" volume of traffic and that the increased traffic would make the situation worse. Traffic is constricted by the road design (the painted stripes on Greenhill Road approaching the light at South Main Street, and dangerous to trail walkers and bike riders as well as cars (mainly because that road design is not adhered to very well on Greenhill Road, and because drivers turn north onto Main Street from both directions on Greenhill Road or turn west toward the highway onto Greenhill Road from Main Street, without looking). Having seen several accidents in recent years in the lighter traffic, I have no desire to see heavier traffic at this intersection. We also saw problems when the construction on University Avenue led more drivers to Greenhill Road and caused longer lines at that traffic light in each direction. This was without a new grocery store and public safety building at or near that intersection, or a new hospital to the west on Greenhill Road.

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which may not be tall enough. They will not plant a wooded area all around that corner of an open lot. They have a reasonable right to visibility from the road to bring in customers for their business, which is why it should be in a location better suited to such a business. It is difficult to picture any council members wanting to live in a home facing a Kwik Star or voting to allow it to happen to them. Landscaping does not solve other problems, either. Some traffic will travel Bluebell Drive to Main Street or Coneflower Parkway to Greenhill Road. Car headlights driving north on Coneflower Parkway shine directly into my front windows. Currently I see very few throughout the day, especially early in the morning and after 5:00 in the evening. I do not relish a highly increased flow of headlights streaming throughout the evening. Neither will a row of trees block the increased pollution (much of it trash and garbage blowing in the wind), the risk of contaminated soil or water, or the general undesirability of constant in-and-out business dealing in many unhealthy products in quiet, residential neighborhoods of seniors and families raising children.

We can neither simply nor easily undo construction that removes so much green space at this site with such a detrimental impact on several neighborhoods in the area, so we need to consider carefully. We must rely on the courage of people like yourselves to hold firm to safeguarding the city's investment in having clean and safe neighborhoods, in planning streets for optimal flow and safety parameters for vehicular and pedestrian traffic, and in maintaining the usually well-deserved reputation of Cedar Falls as a great place for families to live. Please safeguard as well the economic investment of the business and residential parties already present in and near this developing professional park, and the interests of all those in the community who treasure our trails and our natural resources of trees, prairie landscape, soil, groundwater, and surface water. The impacts of a gas station on the environment, on safety issues, and on the economic value and aesthetic attraction of this part of town are important and serious. They can be felt outside the immediate area as well, and extend beyond the near future. Impacts for the long-term future may be even more pressing for future generations, as this markedly different type of business would change the tone of future development in and near this professional park.

I am very grateful to the four city council members who already opposed the Kwik Star proposal at this site. I encourage you to maintain your opposition and ask the others to reconsider and join you in opposition, to preserve the natural beauty and well-crafted features already existing in the professional park. Vote to optimize the desirability of the services provided by the current and future professional enterprises in the park area, and sustain or allow an increase in the safety and value of the streets and properties in the surrounding neighborhoods, all of which appeal to and attract the people who value and care for the entire community. Please use your vote to direct Kwik Star to a better business site, set higher standards for this location, and maintain the safety and tranquility of residential neighborhoods around this stretch of Greenhill Road.

Sincerely,

Mary Wallingford
312 Spruce Hills Drive

Item F.5.a.

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Monday, March 05, 2018 11:03 PM
To: Jacque Danielsen
Subject: Fwd: new quick star (Main and Greenhill)

Sent from my iPhone

Begin forwarded message:

From: Mitchell Lindberg <m.lindberg@cfu.net>
Date: March 5, 2018 at 7:54:35 PM CST
To: markm@cfu.net, rgreencf@gmail.com, daveshar@cfu.net
Subject: new quick star (Main and Greenhill)

Council members, I am a resident of ward one. I would like to inform you of my support for the building of a Quick Star store at or near the intersection of South Main and Greenhill road. If the location is zoned for that type of businesses than it should be allowed to proceed. Some residents of that area think that they have some sort of "secret deal" with the original land developer to keep some businesses out of the area and only allow the businesses they deem appropriate to locate there. It needs to be pointed out to the citizens that, that area is zoned for those business and that they should have attended the rezoning meetings years ago. In conclusion I would like once more to inform you, my council representatives, that I fully support the Quick Star plans.

Thank you
Mitch Lindberg
1410 Washington

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Tuesday, March 20, 2018 11:24 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Noise and Kwik Star

Noise can be an unwanted nuisance according to our City Code.

The proposed detached car wash, will be an unwanted nuisance, by the standards demonstrated of characteristics of neighborhood.

A noise survey was submitted by Kwik Star, illustrating an overlay of noise levels taken at a car wash in Holmen, WI (population 10,000). No supporting information was submitted.

Does this overlay describe the study that was done?

Does this overlay describe the tools that were used to acquire the readings?

Does Holmen, WI require the same standards as the City of Cedar Falls to satisfy noise abatement?

Does the village of Holmen, WI compare to the locational comparison Kwik Star is asserting?

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, this project does not conform to the character of the neighborhood
7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same
9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.
11. The area surrounding Greenhill and Main is unique and established, with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.
12. The City must follow the Iowa Supreme Court opinion protecting the development and preservation of the characteristics of existing neighborhoods, for the continued health, safety and welfare or quality of life established.
13. To deter additional crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
14. Kwik Star has not demonstrated that the safety of the residents is of concern

Item F.5.a.

15. Noise from the car wash would be considered a nuisance demonstrated through the characteristics of the neighborhood

Penny Popp

On behalf of all who have signed petitions opposing Kwik Star

4805 S Main

Jacque Danielsen

From: Bonnie & Wes Poley <poley@cfu.net>
Sent: Sunday, March 18, 2018 10:26 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: noise concerns

We built our home at 109 Cordoba Ave. in 1996 and are located directly across S. Main St. from the Public Safety building site.

On a regular basis, we can clearly hear garbage dumpsters being emptied at Arrowhead Medical Center (directly across from the proposed Kwik Star gas station/car wash). We aren't concerned with that particular noise because it's always brief and part of a professional office that fits well in our neighborhood. The last time we heard it however, it occurred to us that if Kwik Star is permitted to build adjacent to our neighborhood, we are going to be constantly bombarded with racket from the car wash. It's good that the company did respond to concerns of our northern neighbors and rotate the car wash, but with our home and others less than a block further away, we now are the ones in line of the audio fire. Being subjected to that regular noise throughout the daytime and evening hours is unacceptable.

This is one of several reasons we feel a "No" vote is appropriate when placement of Kwik Star (or any other noisy business) at that location is on the agenda.

Thank you for the many hours you put in as our representatives within city government.

Bonnie and Wes Poley

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Saturday, March 24, 2018 9:52 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Petition Opposition Response
Attachments: petition oppositional response.jpg

In your council packet of information, Feb 19, 2018, was this illustration of the oppositional response received by the signatures on petitions. The opposition mainly occurs in Ward 2 and Ward 5.

The residents expect the support of their Council members, as well as the Council at Large, in matters that they feel would have an impact on their lives and the health, safety and welfare of the surrounding community.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, the project does not conform to the character of the neighborhood
7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same
9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.
11. The area surrounding Greenhill and Main is unique and established, with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.
12. The City must follow the Iowa Supreme Court opinion protecting the development and preservation of the characteristics of existing neighborhoods, for the continued health, safety and welfare or quality of life established
13. To deter additional crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
14. Kwik Star has not demonstrated that the safety of the residents is of concern
15. Noise from the car wash would be considered a nuisance demonstrated through the characteristics of the neighborhood
16. Projected traffic issues and safety have not been realistically addressed by the City or Kwik Star
17. Anticipated traffic solutions have not been announced by the City, as declared in the Jan 5, 2018 site plan review
18. The residents surrounding the site DO NOT want Kwik Star at this location, and EXPECT their Council representatives full SUPPORT

Penny Popp

On behalf of all who have signed petitions opposing Kwik Star

4805 S Main

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Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Wednesday, March 14, 2018 6:25 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Pinnacle Prairie, Kwik Star Reconsideration
Attachments: Oster concept plan.jpg; Oster concept plan2.jpg

Pinnacle Prairie was designed and conceptualized as a self contained neighborhood, combining all aspects of land use from commercial to parkland.

The vision for land use over the years has greatly changed. Referencing the Oster Property Development Concept Plan, (April, 2004 attached), and the current Master Plan, (April, 2015), one can see the many different changes in land use occurring. Most notably, the clustering of the residential usage in the eastern portion of the parcel.

The argument has been presented by Kwik Star that their business serves the neighborhood in which they build. The developers of Pinnacle Prairie are quite savvy. They advertise a contained community with access to neighborhood services. Where are these neighborhood services? Certainly not near the bulk of the residential properties in their development. The residents who choose to build or occupy homes in the near future can choose their investments because the parcels for commercial and mixed use are far from them, nestled away on the outskirts of the planned community.

The residents in the established neighborhood surrounding Greenhill and Main have already invested in the neighborhood. We choose to maintain the unique characteristics of the neighborhood. Pinnacle Prairie has yet to demonstrate a clear vision of current and future land use. The City is now left to decide whether Kwik Star actually fits the character of the neighborhood.

Please remember, the neighborhood surrounding Greenhill and Main did not invite Kwik Star to join their neighborhood. Pinnacle Prairie extended the invitation. Kwik Star should be servicing the neighborhood it was invited to join. Pinnacle Prairie.

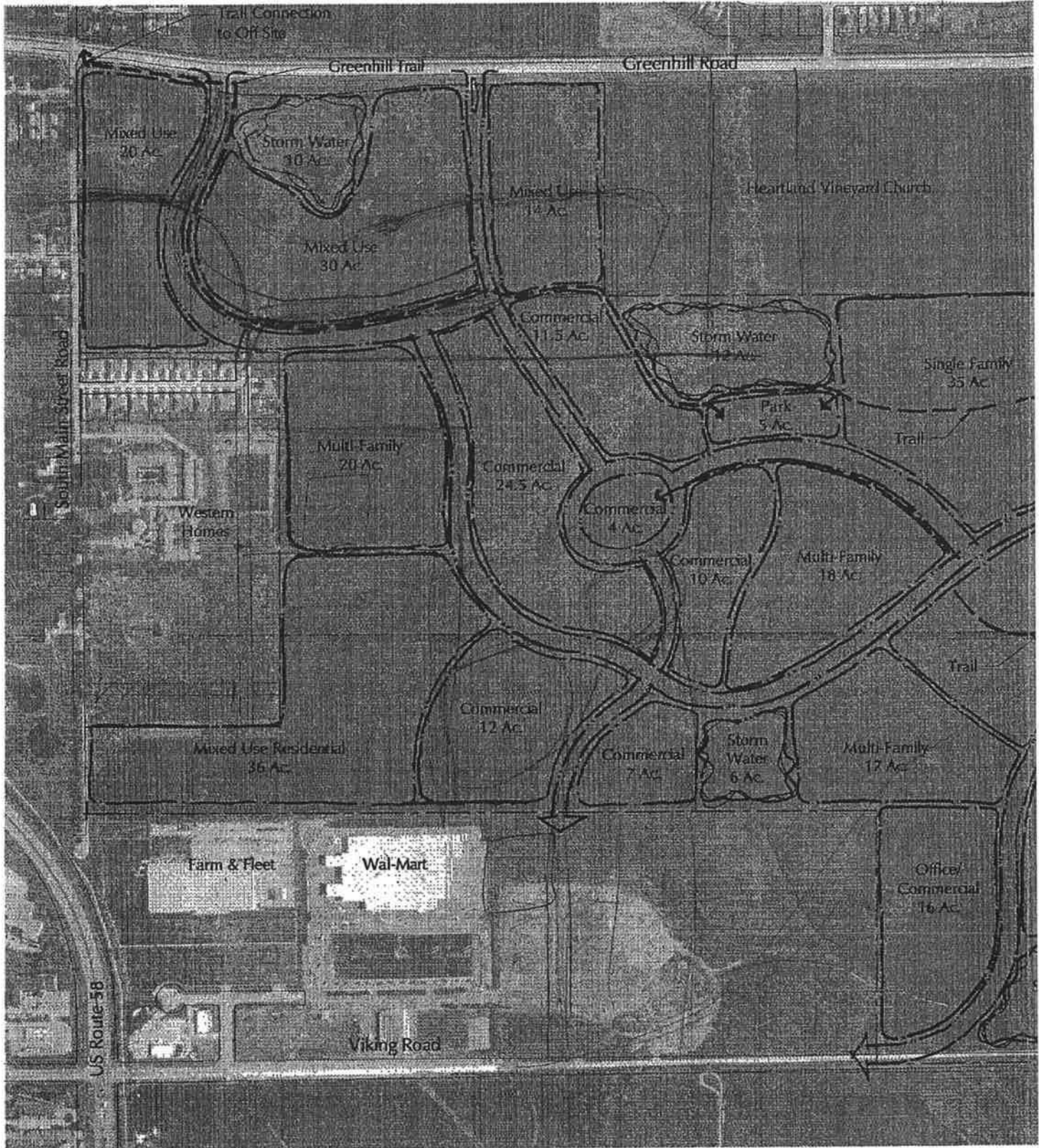
The residents who voice opposition to the Kwik Star proposal need you to vote NO:

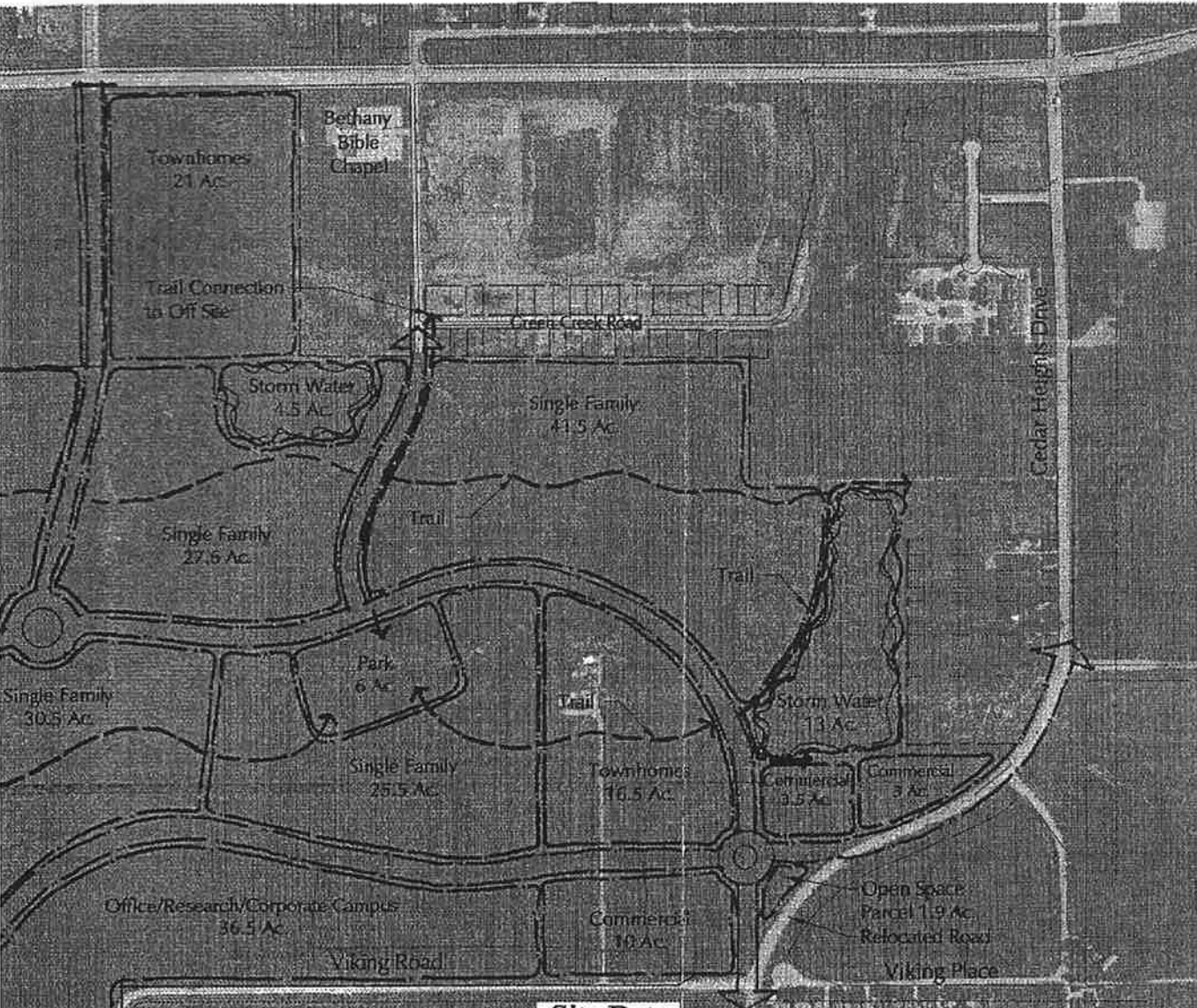
1. To avoid contamination of their drinking water and ground water
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6. By precedence, this project does not conform to the character of the neighborhood
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8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same.
9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company.
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.
11. The area surrounding Greenhill and Main is a unique and established, with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main

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MINOR JUMP CONNECTION
TRAILS





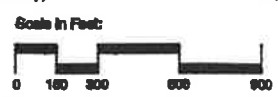
Site Data

	AREA	UNITS		AREA
Overall Site	620 AC.		AREA IN GENERAL COMMERCIAL	36.5 AC.
Area in Development	488.4 AC.		Gross Square Feet - 397,599 G.S.F.	
Area in Stormwater Management	55.5 AC.		AREA IN MIXED-USE	63.0 AC.
Area in Park & Open Space	12.5 AC.		2 & 3 story buildings	
Area in Main Roadways	64.0 AC.		Office	(685,000 G.S.F./ one story)
Area in Residential	290 AC.		Secondary Commercial	(45,000 G.S.F.)
Single Family	160 AC.		Residential	(250 Units)
6,000 S.F. Lots (60' x 100')	4.85/AC. 40 AC.	194	AREA IN OFFICE/COMMERCIAL/RESEARCH	52.5 AC.
7,200 S.F. Lots (65' x 110')	4.1/AC. 60 AC.	246	Office	(575,000 G.S.F.)
9,000 S.F. Lots (75' x 120')	3.4/AC. 60 AC.	204	Office/Commercial	(400,000 S.F./ 175,000 G.S.F.)
TOTAL		644	AREA IN COMMERCIAL CORE	46.0 AC.
Duplex Homes	36 AC.		Commercial* (1 st Floor)	468,000 G.S.F.
10,000 S.F. Lots (80' x 125')	3.0/AC. 18 AC.		Office (2 nd Floor)	468,000 G.S.F.
5,000 S.F./Unit 67 Lots x 2/Lot		108	Residential (2 nd & 3 rd Floor)	175-300 Units
8,000 S.F. Lots (70' x 114')	3.75/AC. 18	134	Theater or Civic Building	60,000 G.S.F.
4,900 S.F./Unit 67 Lots x 2/Lot		242	Restaurant/Pizza	20,000 G.S.F.
TOTAL		242	LAND USE TOTALS	
Towahomes	54.5 AC.		Residential	2300-2560
4,500 S.F./Unit		525	Commercial	1,105,500 G.S.F.
Multi-Family 1,500/AC.	40.0 AC.	600	Office	1,500,000-
Assume 2 & 3 story buildings			Theater/Civic (1 floor only)	1,728,000 G.S.F.
TOTAL RESIDENTIAL		2,011		60,000 G.S.F.

prepared for:
nt
Oster Family Limited Partnership
 219 Main, Suite 200
 Cedar Falls, IA 50613

prepared by:

Hitchcock Design G-747
 Creating Better Places



April 20,
2004
 02-0058-001
 01-08
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 Hitchcock Design G-747

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Monday, March 12, 2018 11:26 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Popsicle Index

What is the difference between Quality of Life and Health Safety and Welfare of the average resident? If you ask 100 people, I bet you would get 100 different answers. I think we can agree that the average person rarely makes the distinction between the two. In many peoples minds, the two are synonymous.

Making that assumption, then let us apply the Popsicle Index to our community here in Cedar Falls.

The Popsicle Index is "the percentage of people in a community who believe that their child can safely leave home to walk to the nearest possible location to buy a popsicle and walk back home".

The neighbors surrounding Greenhill and Main, at the beginning of the year, had a Popsicle Index of zero (0%). We had no place close to buy our popsicles. On Feb. 19, 2018, our Popsicle Index forecast changed. The City approved the site plan for the Fareway Grocery store.

For the sake of argument, let us say 50 neighbors, out of our original 100, now feel they can send their child to Fareway safely. Fareway will be located at the corner of Greenhill and Main. Active pedestrian and traffic signals exist at the intersection. 50 neighbors feel safe, a 50% increase, so our Popsicle Index is 50. Fareway was not opposed by the residents mainly because it fit the character of the neighborhood. It fit the needs of the neighborhood by securing their health, safety and welfare or quality of life.

Let us add Kwik Star to the argument. The location is at Greenhill and Coneflower. No traffic or pedestrian signals. Will a parent be willing to risk their child sprinting across Greenhill so they won't have to cross at the light? Let us give these folks the benefit of the doubt and estimate 10% of parents feel safe, with a Popsicle Index of 10.

50 is greater than 10.

In the past, as seen in the oppositional response of area projects, this neighborhood has demonstrated that health, safety and welfare or quality of life are important characteristics of this neighborhood. Due to this precedence, these two concepts/components are intertwined in the minds of the residents and cannot be separated for discussion.

By applying the science behind Quality of Life, which agrees that the majority of their research is subjective, we have looked at this issue using both measures.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save the Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effects of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, this project does not conform to the character of the neighborhood

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7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same.

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main

Item F.5.a.

Jacque Danielsen

From: Sue DeBuhr <debuhrs@cfu.net>
Sent: Wednesday, March 21, 2018 5:00 PM
To: Jacque Danielsen
Subject: Fwd: Proposed Kwik Star Site

From: ianankes@cfu.net
To: "susan debuhr" <susan.debuhr@cedarfalls.com>
Sent: Monday, March 19, 2018 9:01:26 AM
Subject: Proposed Kwik Star Site

Councilwoman Susan deBuhr,

We are writing to voice our concern about the proposed building of a Kwik Star at the corner lot southeast of the Greenhill and Main St. intersection. We do not see the need for another 24 hr convenience store at this location. There are many other convenience stores in the area. We also don't care to see the increased traffic, light pollution, noise and litter that would go along with the store. It's disappointing that the council keeps trying to push this project forward when most people in the area oppose it. When the next vote is over the council will move on to other business, but if the request to build a Kwik Star is approved, **the people you represent** will be stuck with an unwanted and unneeded building in their neighborhood for many years to come. Please do the right thing and deny Kwik Star's request to build at this location. Thanks for your time and consideration.

Tracy & Joan Nanke

4215 Spruce Hills Drive

Cedar Falls, IA 50613

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Wednesday, March 28, 2018 7:01 AM
To: Jacque Danielsen; Kevin Rogers
Subject: Fwd: Quick note

Jacque and Kevin,

In response to Kevin's FOIA e-mail yesterday, I'm forwarding this March 19th e-mail from Mike Stout only because it might be one of the 'missing e-mails' he's referring to...I didn't see that we discussed actual land use in this (just process) but I wanted to be error on the side of sending everything, in this case.

Thanks,
Rob

.....
Rob Green | 314 Olive Street | Cedar Falls, Iowa 50613
rgreencf@gmail.com ~ (319) 804-8847 ~ about.me/robgreeniowa
City Council (At Large) Rep (Term: 1/1/18 - 12/31/21), robgreeniowa.com

----- Forwarded message -----
From: Mike Stout <mikestout@uiccu.org>
Date: Tue, Mar 20, 2018 at 11:07 AM
Subject: RE: Quick note
To: Rob Green <rgreencf@gmail.com>

Rob,

I appreciate the response. What did surprise me about last night was that no one asked any questions when I spoke or when the other opponents of this land use did, but procedurally, I assume we'll be tackling that at the next meeting. Another thing that surprised me was your and the rest of the council's patience during what seemed to be an off-the-wall- public commenter.

I'd heartily disagree, however, that you were given faulty information regarding the KwikStar project – and if you were, that is the fault of the corporation and not the city or the citizen's responsibility to give them another chance. You were given a lot of info – the most **important** being that, according to the open records request I filed, people opposed this project at an alarming 8-1 rate (based on the emails that were turned over in the public records process.)

If we don't have our councilmembers representing the interests of those voting for them, what do we have? We have an overwhelming response that our quality of life would reduce greatly – noise, traffic, lighting, garbage and other environmental impacts – and the people who would be putting these impediments in place (non-local, multimillion

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dollar corporations) didn't even have the skin to show up at meetings and defend/debate/compromise (this last one is key, as I said last night – I think we're all more than willing to compromise, but I only speak for myself).

I won't be the type of person who makes a mockery of the council and grandstands because I appreciate the work you do – but I would expect at the very least that the citizens, not the fear of being sued by KwikStar, are your first and, frankly, only concern.

As you can see in my signature line, I analyze risk for a living and have to make decisions every day that affect the membership I represent. I keep that in mind with every decision I make and hope you live by that too.

Hope you have a great week.

Thanks,

Mike Stout

Retail Loan Underwriter

University of Iowa Community Credit Union

Ph: [319-553-3854](tel:319-553-3854)

mikestout@uiccu.org | www.uiccu.org

NMLS #642497



Your Community. Your Credit Union.

From: Rob Green [mailto:rgreencf@gmail.com]

Sent: Tuesday, March 20, 2018 7:50 AM

To: Mike Stout <mikestout@UICCU.ORG>

Subject: Re: Quick note

Mike,

Thanks for the note; it's a tricky process....with this being my first three months on council, I'm still getting the hang of how the procedures work, and when it's appropriate to request that 'something happen' ... like getting clarification on Ex Parte during the Public Forum...I'm not sure if I was really *allowed* to do that, but it seemed important to have the public appreciate that we're not cheerfully ducking behind that Ex Parte concept like a shield, but working within the system to enable looser restrictions like (I believe) most other cities have.

You mentioned having a greater appreciation for the council's work; did anything really surprise you from your attending last night's meeting? One thing that's surprised me on council is that there's really no discussion or communication about the matters before council UNTIL the council meeting. And at the dias (the council seating area) I'm finding that some council members just don't really discuss their views or concerns about a particular project...for the sake of open, transparent government, I really think we should be talking about our thoughts on the project before us in order to potentially persuade other council members (and the public). There's still a lot of work to go there.

While I can't specifically discuss KwikStar here, I can say that we have a list of procedural rules to follow, which come from our city ordinances. Section 2-102 in our city code limits reconsideration of a motion only in the same meeting, or in the first meeting thereafter. As I had stated during the motion to reconsider, I'd determined during the previous two weeks that my reason to vote down the project was based on faulty information, and that fairness required that I vote again using more accurate and comprehensive research (especially with a 4-3 vote). As I gain more experience on council, and a stronger overall understanding of our code (particularly the zoning ordinances), I don't believe something like a reconsideration will need to come up again...at least, I hope it won't. But I just hope the public will understand that I've not been swayed or pressured in any respect -- that my goal is for Council to make the best decisions possible, and to make use of all the research and tools available to do that.

Like you, I got into civics because I wanted to see government operate fairly, effectively, and efficiently, and to do it with openness and transparency. I appreciate the ability for the public to obtain government communications, because it really is "public property". As you're building up a stronger base of understanding for how municipal government works (and ideally, a vision for how it SHOULD work), think about running for city council yourself. I'm definitely in the camp of 'citizen politician' and will be in this seat for no more than two terms...I'd like to see other newer people step up to the plate and challenge incumbents, just for the sake of healthy debate and discussion. To that end, if you have questions about process and why things went the way

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the did on council, I'm happy to answer to the best of my ability (and the legal limits of ex parte when it comes to site plans and rezoning).

Council is a challenging role, but fascinating....I definitely learned more about local government in the last year of campaigning & service than I knew in the previous forty years. And it takes an informed and engaged council, staff, and public to keep all the gears turning properly. So thanks for doing your part!

Best regards,
Rob

Best regards,

Rob

.....

Rob Green | 314 Olive Street | [Cedar Falls, Iowa 50613](#)

rgreencf@gmail.com ~ (319) 804-8847 ~ about.me/robgreeniowa

-- Web Developer III, [Rod Library @ University of Northern Iowa](#)

-- City Council (At Large) Rep (Term: 1/1/18 - 12/31/21), robgreeniowa.com

-- Lead, Nextdoor.com Cedar Falls (sartoripark.nextdoor.com)

-- Brigade Captain, [Code for the Cedar Valley](#)

On Mon, Mar 19, 2018 at 8:59 PM, Mike Stout <mikestout@uiccu.org> wrote:

Having attended my first full meeting at city council, I now have a very sincere appreciation for what you folks do.

Click here to rate our service<<https://sites.google.com/view/giveuiccufeedback>>

MARCH MONEY MADNESS! CLICK HERE FOR NEW CD, IRA, and MONEY MARKET RATES!<<https://www.uiccu.org/deposit-rates>>

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Item F.5.a.

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:45 AM
To: Jacque Danielsen
Subject: Fwd: Reconsideration

Sent from my iPhone

Begin forwarded message:

From: James Kerns <jameskerns@cfu.net>
Date: March 5, 2018 at 12:01:31 PM CST
To: David Home Wieland <daveshar@cfu.net>
Subject: Reconsideration

Greetings Dave

I read the Courier and see we are reconsidering the Kwik Trip decision - or considering whether or not to reconsider.

I think taking another look at the project is a good idea.

You know that in many conflict situations some people take a hard line while others are more willing to listen to options.

From what I know about the project - it looks like Kwik Trip is working to accommodate the neighbors issues.

Tough job - council person working to be as fair as possible.

Thanks for your service

Jim

Jacque Danielsen

From: Frank Darrah <wfd@cfu.net>
Sent: Monday, March 05, 2018 4:13 PM
To: Jacque Danielsen
Subject: Fwd: Reconsideration of Kwik Star

Sent from my iPhone

Begin forwarded message:

From: Gretchen Tripolino <ggtrip@cfu.net>
Date: March 5, 2018 at 11:52:32 AM EST
To: Jim Brown <Jim.Brown@CedarFalls.com>, Mark Miller <markm@cfu.net>, Susan deBuhr <susan.debuhr@cedarfalls.com>, Daryl Kruse <KruseOnCouncil@aol.com>, Tom Blanford <Tom.Blanford@cedarfalls.com>, Frank Darrah <wfd@cfu.net>, Rob Green <rgreencf@gmail.com>, David Wieland <daveshar@cfu.net>
Subject: Reconsideration of Kwik Star

Dear Mayor and City Council,

I can't tell you the sense of thankfulness and relief in our home and throughout our neighborhood when we learned two weeks ago that the Kwik Star proposal for South Main and Greenhill had been defeated. It really bolstered our faith in the system, your representation, and the belief that our representatives are really looking out for our citizens, neighborhoods, and the good of the community rather than big business! Thank you for that. Although we were not personally in favor of that particular spot for Fareway, due to the traffic issues, we concede that it will be good to have a Fareway in our part of town, and we acknowledge that we will not have to deal with the negatives of 24/7 lights, traffic, and noise, as well as the environmental issues, real estate value issues, and potential crime issues of a Kwik Star, not to mention the superfluous nature of another gas station/ convenience store in this area. However, it now appears that we are back on the Kwik Star rollercoaster, although it does not appear that anything of substance has changed. We are convinced that Kwik Star would not be a good neighbor, would always do the bare minimum to squeak by any regulations or community expectations, and that another gas station/ convenience store would not benefit the community. One of our primary concerns remains to be the traffic situation. Although a traffic study and remedy has been promised, we feel that establishing a business such as Kwik Star on the Greenhill corridor would be disastrous and premature. Let's find out what kind of traffic the new Safety Center and Fareway (as well as the re-routed Hwy 58) are going to do to the South Main and Greenhill corner before getting any deeper into this. If anything, we urge you to err on the side of caution, safety, and consideration for our neighborhood, rather than chase after a business that hasn't shown much care and consideration for this community.

Again, thank you for the work that you do on behalf of our community.

Sincerely,

Item F.5.a.

Gretchen & Steve Tripolino
320 Balboa Avenue

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Friday, March 09, 2018 3:59 AM
To: Jim Brown; Jacque Danielsen; Ron Gaines; Kevin Rogers; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Representation

An Open Letter to the City of Cedar Falls:

Since the residents of Cedar Falls have lost their representation in local government through the arbitrarily imposed and continued use of ex parte communication guidelines set upon the Kwik Star Site Plan reconsideration, the remedy of State representation has occurred.

Walt Rogers, Representative for House District 60 and Jeff Danielson, Senator, District 30, have offered their assistance and representation to the residents in this matter. An opinion from the Attorney General for the State of Iowa will also be solicited.

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main
peterpenny1@gmail.com

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Friday, March 09, 2018 7:37 AM
To: Jim Brown; Ron Gaines; Jacque Danielsen; Kevin Rogers; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Request for Opinion, Attorney General, State of Iowa
Attachments: Request for Opinion.txt

I have attached a copy of the request made to Tom Miller, Attorney General, State of Iowa, for an opinion regarding usage and practices of exparte communication by the City of Cedar Falls, specifically the application of the guidelines in the reconsideration of the Kwik Star site plans.

If you have any questions on this matter, please email me at peterpenny1@gmail.com.

Penny Popp, On behalf of all who signed petitions opposing Kwik Star
Under representation of Representative Walt Rogers and Senator Jeff Danielson
4805 S Main
319-266-3772
peterpenny1@gmail.com

Request for Opinion

Request for an Opinion from Tom Miller, Iowa Attorney General regarding the use and application of guidelines adopted by the City of Cedar Falls for the Reconsideration of Site Plan Approval of Kwik Star, in Cedar Falls Iowa

March 9, 2018
Tom Miller, Attorney General
State of Iowa

Mr. Miller:

My name is Penny Popp and I am speaking on behalf of nearly 300 residents who have signed petitions opposing a Kwik Star developmental plan in Cedar Falls, Iowa. I am writing to you in hopes of an opinion regarding exparte communication guidelines arbitrarily imposed by the City of Cedar Falls after the Reconsideration of Kwik Star was approved at the City Council meeting, March 5, 2018.

To give you some background information, Kwik Star submitted a site plan for review, with proper notification from the City, at the Sept. 13, 2017 Cedar Falls Planning and Zoning Commission meeting. A large group of interested residents attended this meeting and the long process began. As this project continued to progress through the stages, a large number of residents, immediately surrounding the proposed location, submitted petitions opposing the project. Since October, 2017, I have been the collective voice of those vested homeowners opposing the Kwik Star project.

The residents, all who had concerns, issues, questions and comments enjoyed free and unobstructed access to their elected Councilmembers, the City and staff as well as others who had a stake in this project. On Feb. 19, 2018, at a regular City Council meeting, this project was on the agenda for approval. The project was voted down, 4-3.

At the next scheduled Council meeting, Monday, March 5, 2018, a vote requesting reconsideration for the Kwik Star project occurred and passed. Immediately after this meeting, I emailed all of City Council to have individual face to face meetings to continue the discussion on this project and share the position of this group of residents. I received a courtesy phone call from a Council at Large stating not to expect any response to my email because of exparte communication. By the next morning, Tuesday, March 6, I began emailing the City for clarification.

Again, through email communication only, the City Attorney provided me with a copy of a memo dated June, 2007 on exparte guidelines and advised me he could not answer any questions regarding use and application. I continued to press the issue and still have not received answers.

Many residents began to reach out to me to find a solution. They were phoning their Councilmembers, trying to have conversations, find information, enlist their help and simply voice their frustration, only to find that exparte communication guidelines, used by the City, were in place.

Since the residents who oppose this project no longer enjoy the representation of their elected officials because of an arbitrarily imposed set of guidelines, I had no other choice than to reach out to Walt Rogers, who signed the initial petition and Jeff Danielson. These gentlemen have offered their representation in this matter.

I am requesting a review of the use of exparte communication guidelines and the application of the guidelines on a project, specifically, Kwik Star, by the City of Cedar Falls, for the following reasons:

1. No use was made of these guidelines prior to March 5, 2018, in relation to this project. An unobstructed exchange occurred between all stakeholders.
2. As of March 5, 2018, exparte guidelines were placed into effect without prior or public knowledge. Knowledge was shared between the City and Kwik Star.
3. For the residents opposing Kwik Star, access to new and relevant information

Item F.5.a.

Request for Opinion

obtained by the City, specifically, the request for reconsideration by Kwik Star, dated March 2, 2018, has not been made available to the public. This violates the right of the residents to participate as a stakeholder in the process.

4. No information on the application and use of ex parte communication has been made public, other than the referenced memo dated June, 2007, as requested by the residents.

I have sent an open letter to the City Council, dated March 9, informing the City that the residents opposing the Kwik Star project have lost their representation in local government through the arbitrarily imposed and continued use of ex parte communicational guidelines in the Kwik Star reconsideration. As a temporary remedy, Walt Rogers and Jeff Danielson have offered their assistance and representation in this matter.

This issue may become time sensitive. I was told, through oral communication with the City, that the reconsideration would be on the agenda for the first City Council meeting in April to allow all stakeholders to prepare and participate. Late last night, I received an unconfirmed oral communication suggesting the reconsideration may appear at the next scheduled City Council meeting of March 19, 2018.

This group of residents have come together as a collective voice continuing to participate in the development and growth of our city of Cedar Falls. We have sought no legal council. We are acting as a group, relying on one another as neighbors, to help shape our City. All involvement has been locally citizen driven. We pride ourselves in continued positive development in the neighborhood and are vocal with issues regarding the health, safety and welfare of our community. Our ability to participate in events that will affect our lives has been severed.

Mr. Miller, we urge you, as Attorney General, to review the facts and progression of the issue of ex parte communication usage and application in the matter of the Kwik Star site plan in the City of Cedar Falls.

Penny Popp
On behalf of the residents opposing Kwik Star
4805 S Main St
Cedar Falls, IA 50613
319-266-3772
peterpenny1@gmail.com

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 10:53 PM
To: Jacque Danielsen
Subject: Fwd: Sensibilty

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Jill Fisher <jfisher203@gmail.com>
Date: 3/27/18 12:23 PM (GMT-06:00)
To: jim.brown@cedarfalls.com, David <daveshar@cfu.net>, Tom.Blanford@cedarfalls.com, kruseoncouncil <KruseOnCouncil@aol.com>, wfd@cfu.net, markm@cfu.net, susan.debuhr@cedarfalls.com
Subject: Sensibilty

Elected Officials,

Again I would like to thank you for considering our concerns opposing the construction of Kwik Star at Coneflower Parkway and Greenhill Road.

As I stated at the last council meeting, I have been a resident of Cedar Falls for over 40 years. For 30 of those years I resided on Hillside Drive, one block from the original Greenhill Road. That road was a seal-coated surface with wild plum trees and elderberry bushes growing on the south side. What a wonderful place to raise our children, harvest the fruit for jelly and jam and walk our children to Orchard Hill School

We welcomed the change to Greenhill Road and appreciate the convenience the new road provides. Change is good as long as we maintain the characteristics of our neighborhoods.

We moved to 203 Cordoba Ave. in 2008, seven years after a proposal to construct a Wal-Mart and Lowes was presented to the P&Z Committee. At that time many of the residents in my current neighborhood opposed this proposal, along with some of the Council Members. What an insightful group of people who worked very hard to express their concerns about locating these businesses in their neighborhood.

Item F.5.a.

And now we know the rest of the story. We not only have Wal-Mart, Blains, Target, Menards and several wonderful businesses in an appropriate location; we also have Kwik Star and Caseys near by. What a sensible decision by the P&Z and some of our Council Members.

We are asking you to first of all consider the sensibility of locating Kwik Star at the proposed site. Then to consider the characteristic of the neighborhoods affected by this proposal. Also the impact this will have on the quality of life, including safety of the citizens of Cedar Falls.

We are not a city of "NO". We are a city of sensibility. We didn't oppose the construction of the Public Safety Building, Fire Department Addition or Fareway based on anything other than traffic safety. We do oppose the construction of Kwik Star at this location.

We hope your vote on April 2nd will demonstrate to the citizens of Cedar Falls that there still is a measure of sensibility involved in decisions that are made for the residents by our elected officials.

Respectfully,

Jill Fisher

203 Cordoba Ave.

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Sunday, March 11, 2018 7:26 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Rob Green; Daryl Kruse
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Storm Water Management Flow

The proposed site, which is located in the Dry Run Creek watershed, also provides for a storm water management area that will be a open bottom basin for excess water. This area is along Greenhill. The basin will drain into the existing storm water management area to the east. For those of you who are not familiar with this, all of the chemicals, pollutants, garbage and rainwater are deposited into this basin which carries the water under Greenhill, north to a exposed concrete bottom channel. As the water continues to Dry Run Creek, and eventually the Cedar River, the channel becomes open bottom. Any pollutants or chemicals are now able to percolate into the soil or be carried further into Dry Run Creek itself. What will happen if and when a spill does occur? All of the gasoline will be washed into the Dry Run Creek Watershed.

I would be leary of open water flowing through the channels, the safety and welfare of the children who live and play in the area, soil conditions, and not to mention the impact on wildlife.

Also, directly at the site, is the probability of the local water table being contaminated. Our water table runs 3-6 feet below the surface of the soil. Long range impacts could include contamination of ground water in the water table through chemical agents generated by the operation of the site, traffic, as well as additional contamination from de-icing agents.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save the Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effects of pollutants and toxins that will leech into the surrounding soils and water

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Tuesday, March 13, 2018 1:04 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: The Characteristics of Our Neighborhood

...And talking about precedence, the neighborhood around Greenhill and Main has historically defended the character of their neighborhood.

First, let us examine the makeup of this neighborhood.

South Main St., from the Pet Park south to the cul de sac created when building Hwy 58: This stretch of Main St. contains single family homes north of Greenhill and single family homes and an established senior housing area to the South. The El Dorado Hts neighborhood enjoys access off of Main St.. This neighborhood primarily consists of single family homes, multi family homes and a few apartment complexes. Until Prairie Pkwy was opened, Main St. was the only street in and out of this development.

Homes directly north of the proposed location and east of Main:

Again, a highly developed residential neighborhood, Spruce Hills and Heritage Heights. Access to this neighborhood was Estate Dr. until the recently opened intersection at Prairie Pkwy and Greenhill.

Over the years, this area has enjoyed a stable and steady infill of homes and additional senior housing opportunities through Western Homes. Many have called this area home for 10, 20, 30 and even 40 years. It was the character of this neighborhood that many used to sway their decision to invest here and stay here.

The one variable was and is the Pinnacle Prairie development. Advertised as a planned, contained community, this 740 acreage of land has been slow to develop. According to the Comprehensive Plan for the City of Cedar Falls, May 2012, additional residential opportunities exist for 2,000 units "as well as commercial, mixed use, office and park use". Referencing the Cedar Falls Future Land Use Map (adopted by City Council on May 9, 2012), available at the front desk, City Hall, the Pinnacle Prairie development, specifically, the lots abutting Greenhill and Main, are illustrated as Office/Business Park use. But, you say, the site for Kwik Star is properly zoned mixed use. That is true, but, to the average person, how exactly was this change advertised? Most people, when investing in a neighborhood, would rely on information provided by City Hall to learn more about the area they are interested in. Would they think to ask for the Comprehensive Plan? No. I went to City Hall and just asked what kind of maps were available of the City. The Future Land Use map was one of many I received.

The sign, portraying the vision of Pinnacle Prairie, is also deceiving. I urge you to take a look. I can't find a gas station on that sign.

My point? Many people rely on different information to make a decision to invest in a neighborhood. The Pinnacle Prairie development and the City has played a bit part in perpetuating a false vision of the land use and perceived projects that could potentially affect the area.

Item F.5.a.

Because of the uncertainty of a solid vision of this large area, the residential community surrounding Pinnacle Prairie has taken the lead in establishing and retaining the characteristics of this well developed and stable neighborhood.

More on that, tomorrow...

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save the Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effects of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, this project does not conform to the character of the neighborhood
7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same.
9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company.

Penny Popp, on behalf of all who signed petitions opposing Kwik Star
4805 S Main

Item F.5.a.

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Friday, March 23, 2018 8:24 AM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Traffic
Attachments: Siteplanreviewtraffic.jpg

I have attached a copy of the site plan review dated Jan 5, 2018 discussing traffic plans for the area of Greenhill and Main. Most notably is the paragraph appearing after the illustration:

"The City realizes that this intersection at Greenhill and S. Main will need to be upgraded in the future and this is the reason that this project has been placed in the Capital Improvements Program for construction in 2021. Short term, the City will develop a traffic model to analyze the turning movements at this intersection to determine the near and long term improvement options. After evaluation, staff will make a recommendation to City Council for consideration. This is anticipated to occur in February 2018."

The residents surrounding Greenhill and Main are still waiting to hear from the City in regards to the recommendation of temporary traffic solutions.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
6. By precedence, this project does not conform to the character of the neighborhood
7. Does not meet the standard of index on Quality of Life as applied through scientific means
8. By precedence, the meaning of Quality of Life and health, safety and welfare are in the minds of the residents, one and the same
9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.,
11. The area surrounding Greenhill and Main is unique and established, with historical precedence supporting and opposing projects that would ultimately preserve the character of the neighborhood. Pinnacle Prairie has yet to demonstrate this.
12. To deter additional crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
14. Kwik Star has not demonstrated that the safety of the residents is of concern
15. Noise from the car was would be considered a nuisance demonstrated through the characteristics of the neighborhood
16. Projected traffic issues and safety have not been realistically addressed by the City or Kwik Star
17. Anticipated traffic solutions have not been announced by the City

Penny Popp
On behalf of all who have signed petitions opposing Kwik Star
4805 S Main

car wash dryers from a new Kwik Star store. The attached drawing shows the decibel readings from 50 feet to 300 feet away from the car wash entry. The decibels with the doors closed at 300 feet are 46.6 dB and 50.8 dB with the doors open. The Cedar Falls Code provides a noise limit of 55 dBs in a residential zoning district as measured from the nearest property line of the residential dwelling, which is across Greenhill Road. The decibel readings for the proposed car wash are with the limits of the City Code and the exit is situated on the south side of the building away from the closest residential dwelling.

13) Traffic Impact Study: Kwik Star submitted a Traffic Impact Study (TIS) for this proposed store. The four intersections surrounding this site were evaluated for current traffic volumes, projected traffic volumes, crash rates and growth rates. Based on the TIS and the close proximity of Coneflower Parkway to S. Main Street, a traffic signal is not warranted. This leads to other types of intersection improvements on Greenhill Road that includes the following:

- A right turn lane for the eastbound traffic on Greenhill Road.
- Paint center left turn lanes on Greenhill Road for both directions of traffic.
- Relocate the recreational trail on the south side of the new right turn lane.



A Development Agreement is under review between the City and Lockard Development for the roadway and trail improvements at the Greenhill Road and Coneflower Parkway intersection. The intent is to install these improvements prior to the opening of the proposed Kwik Star store.

This area has experienced development and growth over the past five years with the expansion of the Western Home campus, residential development, and commercial projects in the Viking Road corridor. The City realizes that this intersection at Greenhill and S. Main will need to be upgraded in the future and this is the reason that this project has been placed in the Capital Improvements Program for construction in 2021. Short term, the City will develop a traffic model to analyze the turning movements at this intersection to determine the near and long term improvement options. After evaluation, staff will make a recommendation to City Council for consideration. This is anticipated to occur in February 2018.

14) Fuel Tanks: Kwik Star installs double wall fuel tanks with water tight containment pumps and dispenser units. All containment casings are monitored with electronic sensors for leaks and spills.

Item F.5.a.

Jacque Danielsen

From: Bonnie & Wes Poley <poley@cfu.net>
Sent: Friday, March 16, 2018 9:06 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: traffic concerns

To our elected officials and other concerned parties:

We've lived at 109 Cordoba Ave. for 21 years. We are at the intersection with S. Main St. immediately across from the Public Safety building site.

For the past few years we have been concerned about the intersection of Greenhill and Main St. We have brought up the issue in different platforms, but have never witnessed any improvements. We appreciate that the intersection has been officially observed recently, but until it is approached on a regular basis, the problems can not be fully understood. We strongly believe this safety issue must be addressed very soon. The intersection is extremely unsafe, particularly for north and south bound traffic. Several times a day we come from the south and turn left on to the single lane of Greenhill. It's often a stand-off determining if the north or south bound turning traffic has the right of way and we typically have to guess if the second car in the queue is going straight or turning and if they'll squeeze by the first one in to our path without bail-out space. For safety's sake, as an immediate temporary measure, north and south traffic should alternately stop and go (similar to Cedar Heights/Greenhill and 12th/Main) especially now with the Public Safety building construction vehicles and also drivers who are unsure about where to turn to go to Arrowhead (some signage might be appropriate). We look forward to a long term solution, but are anxious for improvements during the interim.

The proposed Kwik Star will increase this hazard for our neighborhood. In addition, this gas station will create a similar problem at the Estate/Coneflower/Greenhill intersection, but potentially worse because it doesn't have benefit of a traffic light. This is one of several reasons we feel a "No" vote is appropriate when placement of Kwik Star (or any other similar high traffic project) at that location is on the agenda.

Thank you for your attention to this concern and for your service to this city we proudly call home.

Bonnie & Wes Poley

Jacque Danielsen

From: Penny Popp and Peter Huizinga <peterpenny1@gmail.com>
Sent: Wednesday, March 21, 2018 10:05 AM
To: Jim Brown; Jacque Danielsen; Stephanie Sheetz; Jon Resler; David Sturch; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson
Subject: Traffic Impacts and Kwik Star

Spring marks the advent of road construction here in Cedar Falls. With the notices posted for the University Ave and Hwy 58 reconstruction announced, it may be time to talk traffic.

Over the past several months, in connection with developmental projects, as well as a stand alone issue, the City has finally taken steps to address the concerns of traffic issues and safety raised by the local residents. Plans to study the Greenhill Road corridor may begin as early this year, with permanent solutions slated for 2020 in the CIP. The residents thank the City for finally addressing their concerns.

Temporary solutions were also discussed, such as extending the left turn lane on eastbound Greenhill and traffic signal adjustments. The City informed the residents that these temporary solutions were feasible to help alleviate some of our concerns.

Greenhill Road will be utilized by many as a detour as construction gets underway. Where are these temporary fixes the City proposed?

How does Kwik Star fit into this discussion? The site plan includes a right hand turn lane to be installed onto Coneflower. More road construction on a designated alternate route. For vehicles exiting the site who wish to continue eastbound, the most convenient path will be Bluebell to Main to Greenhill. Coneflower Pkwy does not allow a direct route back to Greenhill due to a center median. More traffic is now exiting Bluebell onto Main, which threatens the safety of those residents exiting the neighborhood on Balboa.

The ability of any city to plan for future growth is key to proper planning. Using the Hwy 58 and Viking Road reconstruction as an example, it is hard to ignore proper planning for expected use. A few short years after completion and many deaths, the City is responding to growth and poor planning. We urge the City to take steps now, looking to the future, to prevent the mistakes made in the past. Kwik Star will only add to an already complicated traffic pattern that the City has not responded to. The future development of Pinnacle Prairie will also impact the issue. The City must hold the developer and future business fiscally responsible for the actions they may take in the future.

The residents who voice opposition to the Kwik Star proposal need you to vote NO:

1. To avoid contamination of their drinking water and ground water
2. To avoid a decrease in property value when the underground storage tank leaks
3. To avoid the effects of incidental leakage and the irreversible damage to the environment
4. To save Dry Run Creek from further impairment
5. To save the wetlands established surrounding the channel containing the storm water management flow from the effect of pollutants and toxins that will leech into the surrounding soils and water
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Item F.5.a.

9. The characteristics of our neighborhood have been established by the existing community, an action of the whole, not by one development company
10. The characteristics of the neighborhood have been demonstrated through the actions taken by the City in the approval procedure and developmental progress occurring in the Greenhill and Main area. Kwik Star does not meet the criteria of this neighborhoods characteristic agenda, as established by the residents and accepted by the City through their actions.,
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12. To deter additional crime, vehicle occurrences and hazards that will accompany the establishment of Kwik Star
14. Kwik Star has not demonstrated that the safety of the residents is of concern
15. Noise from the car was would be considered a nuisance demonstrated through the characteristics of the neighborhood
16. Projected traffic issues and safety have not been realistically addressed by the City or Kwik Star

Penny Popp

On behalf of all who have signed petitions opposing Kwik Star

4805 S Main

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 11:13 PM
To: Jacque Danielsen
Subject: Fwd: Traffic Safety - Kwik Star

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Jill Fisher <jfisher203@gmail.com>
Date: 3/16/18 8:27 AM (GMT-06:00)
To: jim.brown@cedarfalls.com, susan <debuhrs@cfu.net>, David <daveshar@cfu.net>, rgreencf@gmail.com, markm@cfu.net, kruseoncouncil <KruseOnCouncil@aol.com>, Tom.Blanford@cedarfalls.com, wfd@cfu.net, walt.rogers@legis.iowa.gov, Jeff Danielson <jeffdanielson@gmail.com>
Subject: Traffic Safety - Kwik Star

Mayor, City Council & Representatives:

I will be attending the upcoming council meetings in regard to the proposal to locate a Kwik Star at Greenhill and Coneflower Parkway. One of my concerns is the anticipated traffic safety for all the citizen of Cedar Falls.

I will be asking for a comprehensive plan for the intersection of S. Main and Greenhill Rd. and Greenhill Rd. from Hudson Road to Cedar Heights Drive, including an immediate solution for this intersection

1. Has a traffic flow study been done on Coneflower, Bluebell and S. Main taking into consideration all of the proposed developments and existing structures? That is specifically the traffic flow on Bluebell with Kwik Star, Arrowhead Clinic, Fire Department and ambulance service and Fareway?
2. Will the entrance to Arrowhead Clinic off of S. Main be affected by the Public Safety Building? Presently there is no signage to indicate people wanting to access Arrowhead Clinic should use Bluebell. Hence traffic is turning west on Cordoba and entering driveways of the residents on that street and creating a hazard at the stop sign.
3. I implore the city officials responsible for the planning and development of the city of Cedar Falls to implement a plan for safe-travel infrastructure at Greenhill Road and S. Main Street, Bluebell and S. Main Street and Coneflower and Bluebell before any future development is approved in this area.
4. If we cannot be assured that immediate action be taken at this intersection, then we expect a no vote for Kwik Star.

We are the people who drive these roads on a daily basis. We know the volume of traffic at various times. Yes, studies have been made and people have taken the time to do their own study. However, you must not discount future impact with the construction underway at Viking Road and University Avenue under Highway 27. It has been our observation that even after the completion of Phase I on University, people are continuing to use Orchard Dr., S. Main and Greenhill Rd. placing them right at the intersection of S. Main and Greenhill Rd.

Thankyou for your service to us.

Item F.5.a.

Jill Fisher
203 Cordoba Ave.

1.

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Jacque Danielsen

From: Steve Ephraim <sephraim@cfu.net>
Sent: Sunday, March 18, 2018 9:45 PM
To: Jim Brown; Jacque Danielsen; Mark Miller; Susan deBuhr; Tom Blanford; Frank Darrah; David A. Wieland; Daryl Kruse; Rob Green
Cc: Rogers, Walt [LEGIS]; Jeff Danielson; Penny Popp and Peter Huizinga
Subject: Vote "No" (Again) to Kwikstar
Attachments: Ephraim Letter re. Balboa Avenue Access Problem with Kwikstar.pdf

Good morning.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on access from Balboa Avenue to Main St.

We'll appreciate your consideration of the enclosed letter as you review this council issue.

Steve Ephraim

Item F.5.a.

18 March 2018

Cedar Falls Mayor and Council

KWIKSTAR TRAFFIC IMPACT

Please vote "No" on the Kwikstar project. To reject a proposal that is in the wrong place at the wrong time does not make Cedar Falls the "City of No". Rather, your "No" vote is an important step in assuring that quality of life is maintained for our citizens. One aspect of that quality of life is traffic safety which may be undermined by a "Yes" vote for Kwikstar. On this point, we ask that you consider the importance of safe access from Balboa Avenue to South Main.

The proximity of Balboa to the Greenhill-Main intersection presents a special situation that is not adequately considered in the Kwikstar traffic report. Based on data from this study, there will be lengthy backups at the Greenhill-Main stoplight that impede safe turning movements from Balboa onto Main. Please refer to Attachment 1 which illustrates this point.

As 37-year residents of Balboa Avenue, Janice and I are concerned about the impact this project will have on safe access to our neighborhood. While some have publicly downplayed the current traffic situation, the status quo cannot illustrate the impact that new projects will have in this vicinity. Kwikstar threatens to be the "straw that broke the camel's back" with its projected substantial increases in traffic flow.

We appreciate your consideration of this and other quality of life issues to help assure that residents of the South Main community will continue to enjoy an excellent quality of life.

Sincerely,



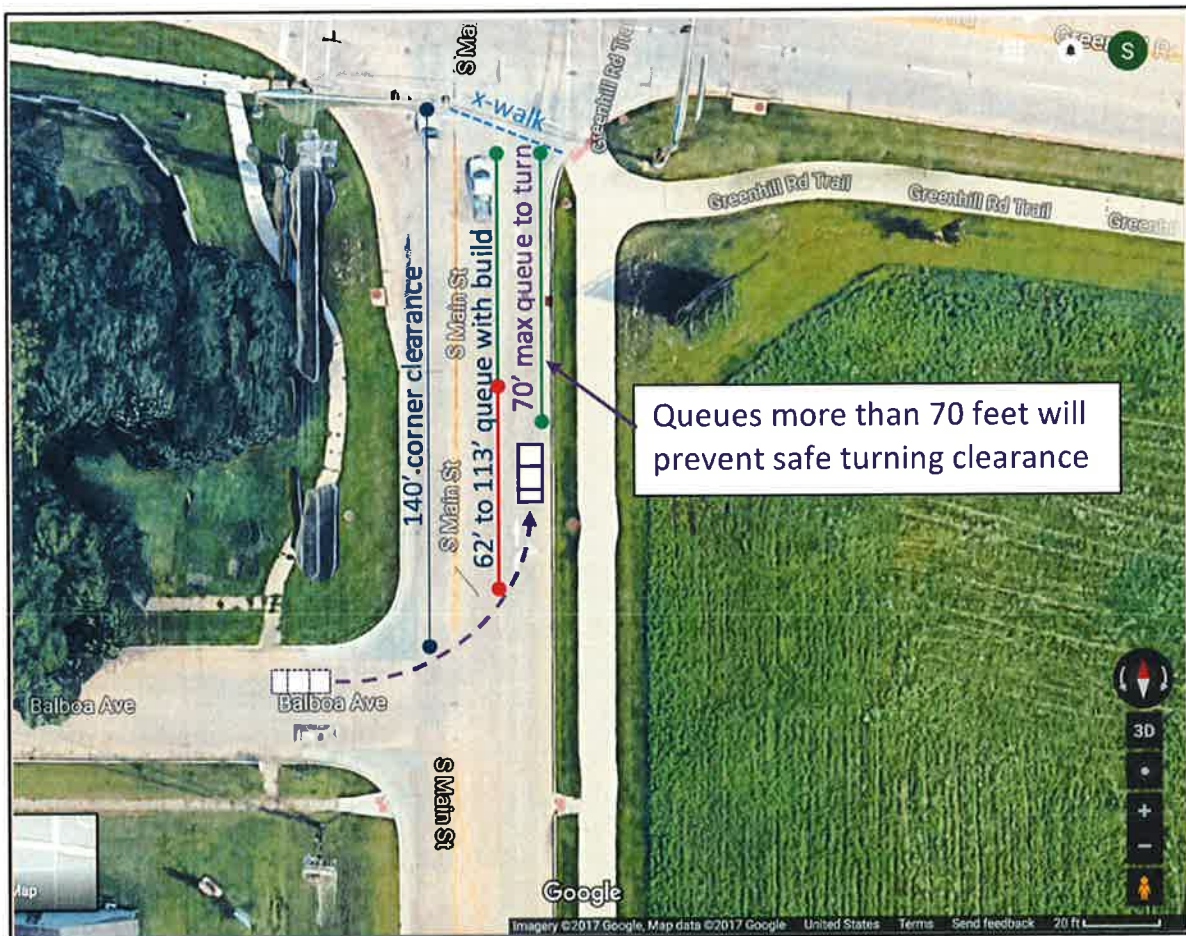
Steve Ephraim

ATTACHMENT 1
Proximity of Balboa Avenue to the Greenhill-Main Intersection

Balboa Avenue presents a special situation that is not accounted for in traffic studies. Contrary to federal and state guidelines, Balboa has been absorbed into the functional intersection of Greenhill-Main. It lies a mere 140 feet south of Greenhill and intersects with the northbound left-turn lane of South Main. The additional queuing of northbound traffic at the Greenhill-Main stoplight makes it difficult to safely turn onto northbound Main from Balboa. This is illustrated in Figure 1 below.

KwikStar's traffic study, which does not include hypothetical improvements to the Greenhill-Main intersection, estimates that the northbound backup for a red light (in the through/right-turn lane) will range from 62 to 113 feet. With queues beyond 70 feet a driver does not have sufficient room to turn north onto Main from Balboa, meaning that this will frequently extend wait times. This access is further complicated by conflict points with southbound Main traffic and the northbound left-turn lane. Failure to mitigate traffic impacts from KwikStar, Fareway and future Pinnacle Prairie developments will create an untenable situation for Balboa residents.

FIGURE 1
NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION



Item F.5.a.

18 March 2018

Cedar Falls Mayor and Council

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Please vote "No" on the Kwikstar project. To reject a proposal that is in the wrong place at the wrong time does not make Cedar Falls the "City of No". Rather, your "No" vote is an important step in assuring that quality of life is maintained for our citizens. One aspect of that quality of life is traffic safety which may be undermined by a "Yes" vote for Kwikstar. On this point, we ask that you consider the importance of safe access from Balboa Avenue to South Main.

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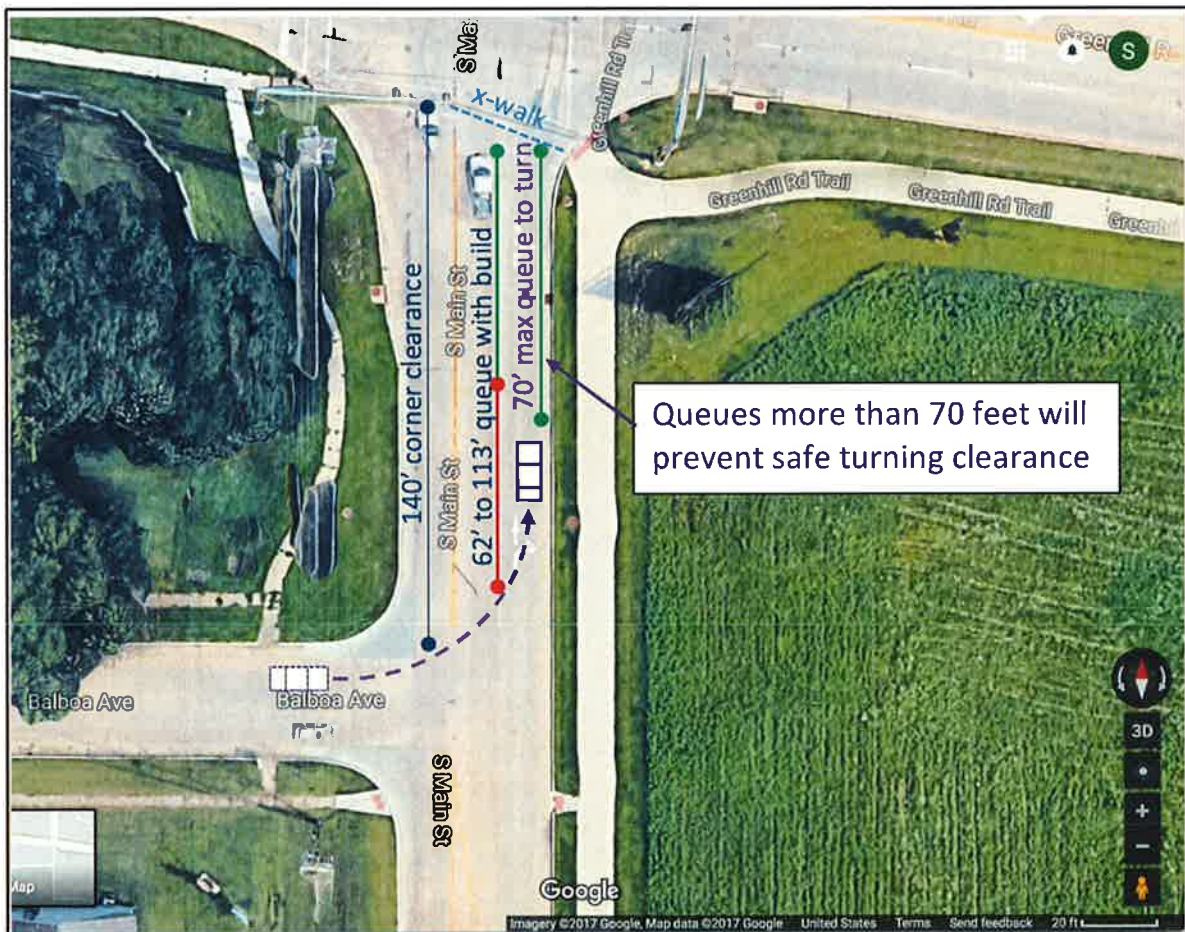
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FIGURE 1
NORTHBOUND QUEUE VS. TURNING DISTANCE FOR GREENHILL-MAIL INTERSECTION



Item F.5.a.

Jacque Danielsen

From: David <daveshar@cfu.net>
Sent: Tuesday, March 06, 2018 9:41 AM
To: Jacque Danielsen
Subject: Fwd: Vote NO to Kwik Star

Sent from my iPhone

Begin forwarded message:

From: Redgie Blanco <redgie.blanco@gmail.com>
Date: March 5, 2018 at 1:30:42 PM CST
To: Redgie Blanco <redgie.blanco@gmail.com>
Cc: susan.debuhr@cedarfalls.com, Tom.Blanford@cedarfalls.com, wfd@cfu.net, Mark Miller <markm@cfu.net>, KruseOnCouncil@aol.com, rgreencf@gmail.com, daveshar@cfu.net
Subject: Vote NO to Kwik Star

Dear City Cedar Falls Council Members,

First of all, I would like to thank you for all you do to maintain and enhance the quality of life in our city. I know that it is a busy day for all of you preparing for the meetings today, so I will be brief in my e-mail. Today on the council agenda you will be asked to reconsider the vote to approve the Kwik Star development that was defeated 4-3 in a previous vote. I ask you to vote NO AGAIN to this development because the city infrastructure is not ready yet to support the traffic added of the potential developments on these intersections. (Fareway, Public Safety Building, new housing development on Greenhill Rd, and others)

Please consider how much money will cost to the city in advance to accommodate all the infrastructure changes that will need to be made on Coneflower Pkwy for this gas station (reconstruction of lane on Coneflower, reposition of bike trail, turning lanes and others changes on South Main St and Greenhill rd). Also, how it will impact the city budget by not following the 2020 plan to redo these intersections. If this is a TIF district area and they are already reaping the development benefits, why the city will have to spend money changing/redoing the roads and deviate its original plans to accommodate one business that is not wanted by the neighbors?

There are several valid reasons to vote NO on this development and they have been presented to all of you over and over. Some of these reasons have been categorized by the developers and staff as "we cannot please everyone" or "change is hard for some folks", but please remember what makes Cedar Falls stand out from other communities is the quality of life in the neighborhoods and forward looking planning of the infrastructure. Please consider the quality of life of the people who live in this great neighborhood that will be impacted if you support the vote. Our neighborhood do not want a business in place lacking the correct infrastructure to support the addition of this business, nor we want the TRASH, GAS, NOISE and LIGHT pollution that this business might bring to our neighborhood. There are several gas stations in a very short distance already and by increasing the traffic in these intersection and Greenhill Rd. you will be creating another stop and go nightmare like University ave. was couple years ago. Please create the road infrastructure before allowing traffic generating businesses collapse the roadways. Please take 2 minutes and imagine yourself driving or walking with your family in this intersections at peak hours everyday.

I will leave you with couple pictures (below) I took this morning 03/05/2018 at the new Casey's gas station

Item F.5.a.

on Greenhill Rd. Another reason why you should oppose the Kwik Star development. I do hope they were able to clean up the hundreds of cleaning towels that are/were currently on the public roads, private fields and fences, and city storm water treatment. By the way, I want to thank the city staff who was very diligent on securing all recycling bins and picking up all debris around the recycling station on Lloyd Ln.

Sincerely,

Redgie Blanco
318 Alvarado Ave.
Cedar Falls



Item F.5.a.



Item F.5.a.



Item F.5.a.

Jacque Danielsen

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Tuesday, March 27, 2018 10:54 PM
To: Jacque Danielsen
Subject: Fwd: Waterloo Kwik Star robbed overnight | Crime and Courts | wfcourier.com

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Dan Barfels <dkbarfels@hotmail.com>
Date: 3/26/18 9:48 AM (GMT-06:00)
To: jim.brown@cedarfalls.com, markm@cfu.net, susan.debuhr@cedarfalls.com,
Tom.Blanford@cedarfalls.com, wfd@cfu.net, kruseoncouncil@aol.com, rgreencf@gmail.com,
daveshar@cfu.net
Subject: Waterloo Kwik Star robbed overnight | Crime and Courts | wfcourier.com

http://wfcourier.com/news/local/crime-and-courts/waterloo-kwik-star-robbed-overnight/article_5b70c0be-368e-5efc-9bce-2ceb879ff261.html

Sent from my iPhone

Another reason why the neighbors don't want this in our neighborhood. Would you want THIS. I would think not. [NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 27, 2018
SUBJECT: Developmental Procedures Agreement for Public Improvements

REQUEST: Approve Developmental Procedures Agreement for Public Improvements

PETITIONER: Greenhill Estates, Inc., owner and Lockard Development

LOCATION: Pinnacle Prairie Business Center North Development

The Pinnacle Prairie development along Greenhill Road continues with the recent submittal of the Fareway Grocery store and Kwik Star Convenience store site plan near the southeast corner of Greenhill Road and S. Main Street. During the review of these site plans, City staff determined that improvements are needed at the intersection of Greenhill Road and Coneflower Parkway. In anticipation of these improvements, City staff has been working with Lockard Development (Greenhill Estates, Inc.) for the installation of a right turn lane and painted center left turn lanes at this intersection. This also includes the relocation of the recreational trail along the south side of Greenhill Road. The drawing below shows the proposed improvements at the intersection of Greenhill Road and Coneflower Parkway.



Item F.5.b.

Attached is a Developmental Procedures Agreement, for the purpose of outlining the procedures to be followed for the installation of the necessary public improvements at this intersection. Lockard Development (Greenhill Estates, Inc.) will design and construct these improvements in anticipation of the new and future development in the Pinnacle Prairie Business Center North subdivision. The City has sent proposals to qualified engineers for a corridor wide traffic study of Greenhill Road including future improvements at the Main Street intersection.

The City Attorney has reviewed this document and found it to be in order. The Department of Community Development recommends that the City Council approve and authorize the Mayor to execute the attached Pinnacle Prairie Developmental Procedures Agreement between the City of Cedar Falls and Greenhill Estates, Inc.

MU MIXED USE ZONING DISTRICT
PINNACLE PRAIRIE BUSINESS CENTER NORTH
DEVELOPMENTAL PROCEDURES AGREEMENT

This agreement is made and entered into this _____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called “City” and Greenhill Estates, Inc., an Iowa corporation, hereinafter called “Developer”, in conjunction with the development of certain land located at the southeast corner of Greenhill Road and S. Main Street legally described as follows:

PINNACLE PRAIRIE BUSINESS CENTER NORTH

WHEREAS, it is the desire of the Developer to market and develop this land as part of the MU, Mixed Use Residential Zoning District; and

WHEREAS, it is the desire of the City of Cedar Falls to insure that said development proceeds in an orderly manner and that the Developer complies with all applicable city ordinances, city policies and practices, and in conformity with public health, safety, morals and general welfare of the citizens of Cedar Falls and the general public at large, and in conformity with all applicable local, state and federal laws.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and the Developer agree as follows:

1. GENERAL

The Developer intends to sell, transfer or develop the land as described above and illustrated for any use permitted in the MU, Mixed Use Residential Zoning District.

2. SITE DEVELOPMENT PLANS

The Developer, its successors, grantees and assigns will provide detailed site plans to the City for development within the MU, mixed use zoning district. The site plans will comply with the requirements of the MU zoning district, Highway Corridor and Greenbelt Overlay zoning district and the Pinnacle Prairie Design Guidelines. The site plans are subject to approval by the Cedar Falls Planning and Zoning Commission and the City Council.

3. FUTURE ROADWAY IMPROVEMENTS

The Developer will install improvements on Greenhill Road at the intersection of Coneflower Parkway. These intersection improvements include the following:

1. Install an additional right turn lane for the eastbound traffic on Greenhill Road.
2. Install striping to create a new left turn lane on Greenhill Road for both the westbound and eastbound directional traffic and any associated striping necessary to safely create this improvement on Greenhill Road. This striping shall merge into the existing turn lane striping at the Greenhill Road and Main Street intersection.
3. The existing recreational trail along the south side of Greenhill Road will be relocated south of the new right turn lane.

These roadway and trail improvements and cost estimate are illustrated on Exhibit A. The City provided an engineer’s cost estimate for the work to be performed in conjunction with this project. The cost estimate on Exhibit A is provided for budget planning purposes and does not reflect the actual bid cost for the project.

Item F.5.b.

The Developer will complete these improvements, at its sole expense, prior to any development open for business. Plans and specifications for these improvements will be prepared by the Developer's engineer for review and approval by the City. The work improvements called for herein shall be in accordance with the specifications of the City, and performed under the supervision of the City Engineer.

4. COMPLIANCE WITH ORDINANCES AND OTHER LAWS

In connection with all aspects of the development of the Project Site, whether specifically described in this Agreement, or otherwise, the Developer, its successors, grantees and assigns shall fully comply with all applicable provisions and requirements of the Code of Ordinances of the City of Cedar Falls, Iowa, policies and practices of the City of Cedar Falls, Iowa, and, to the extent applicable, with all provisions of local, state and federal laws and regulations.

5. BINDING ON SUCCESSORS

The foregoing conditions shall be binding upon the Developer, its successors, grantees and assigns and shall apply to the Project Site as described above and shall run with the land.

6. NO PARTNERSHIP OR JOINT VENTURE

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

7. COMPLIANCE WITH LAWS

Developer will comply with all state, federal and local laws, rules and regulations relating to the Roadway Improvements.

8. NON-DISCRIMINATION

In the construction and operation of the Roadway Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

9. DEVELOPER COMPLETION GUARANTEE

By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Roadway Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Roadway Improvements shall commence and be completed within the time limits set forth herein; (b) the Roadway Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Roadway Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Roadway Improvements shall be paid when due.

10. GOVERNING LAW

This Agreement is made under the laws of the State of Iowa and is governed and construed in accordance with the laws of the State of Iowa.

Item F.5.b.

EXHIBIT A Greenhill Road and Coneflower Parkway Intersection Cost Estimate of Improvements



GREENHILL RD & CONEFLOWER PKWY PRELIMINARY COST ESTIMATES AND QUANTITIES					
A	Proposed Intersection Improvements on Coneflower Pkwy & Greenhill Rd.				
A.1	REMOVAL OF PAVEMENT	S.Y.	\$4.50	36.67	\$165.00
A.2	SAW CUTTING FOR REMOVALS	L.F.	\$7.00	330.00	\$2,310.00
A.3	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	\$10.25	12.2	\$125.28
A.4	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	\$10.00	48.9	\$488.89
A.5	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C"	S.Y.	\$45.00	440.0	\$19,800.00
A.6	COMPACTION OF SUBGRADE	STA.	\$230.00	3.3	\$759.00
A.7	GEOGRID	S.Y.	\$3.50	36.7	\$128.33
A.8	GRANULAR SUBBASE, 12 IN.	S.Y.	\$14.00	36.7	\$513.33
A.9	TOPSOIL, FURNISH & SPREAD	C.Y.	\$13.00	122.2	\$1,588.89
A.10	SOD, PROVIDE AND PLACE	S.F.	\$0.65	6600.0	\$4,290.00
A.11	WATERING SOD	M-GAL	\$150.00	5.0	\$750.00
A.12	PEDESTRIAN RAMPS, P.C.C., 6 IN., CLASS "C"	S.Y.	\$70.00	3.7	\$259.26
A.13	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	\$30.00	32.0	\$960.00
A.14	TRAFFIC CONTROL	L.S.	\$20,000.00	1.0	\$20,000.00
A.15	PAVEMENT MARKINGS, PAINTED	STA.	\$25.00	22.2	\$553.93
A.16	PAVEMENT MARKINGS, SYMBOLS	EACH	\$80.00	8.0	\$640.00
A.17	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	L.F.	\$10.00	80.0	\$800.00
A.18	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	\$28.00	8.0	\$224.00
A.19	TYPE A SIGNS, ALUMINUM	S.F.	\$23.00	20.0	\$460.00
A.20	PAVEMENT MARKINGS, REMOVAL	STA.	\$50.00	10.1	\$505.00
A.21	STREET SWEEPING	HRS.	\$150.00	2.0	\$300.00
				Subtotal =	\$55,620.91
				20% Contingency Subtotal =	\$66,745.09

Item F.5.b.

B	Proposed Rec. Trail Improvements				
B.1	MOBILIZATION	LS	\$9,800.00	1.0	\$9,800.00
B.2	REMOVAL OF RECREATION TRAIL	SY	\$10.00	273.3	\$2,733.33
B.3	EXCAVATION	CY	\$15.00	45.6	\$683.33
B.4	RECREATIONAL TRAIL	SY	\$38.50	273.3	\$10,523.33
B.5	SEEDING	AC	\$2,000.00	0.3	\$500.00
B.6	TRAFFIC CONTROL	LS	\$5,000.00	1.0	\$5,000.00
				Subtotal =	\$29,240.00
				20% Contingency Subtotal =	\$35,088.00
				TOTAL PROJECT COST	\$101,833.09



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 27, 2018
SUBJECT: Easement Vacation and Dedication Request

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

PROPOSAL

This property is located on Lots 33-34 of the Pinnacle Prairie Business Center North development, which is at the southwest 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 will occupy all of 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 will be dedicated on the new lot line. The 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) 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 F.5.c.

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 that the Council schedule a Public Hearing on April 16, 2018 for said utility easement vacation and dedication.

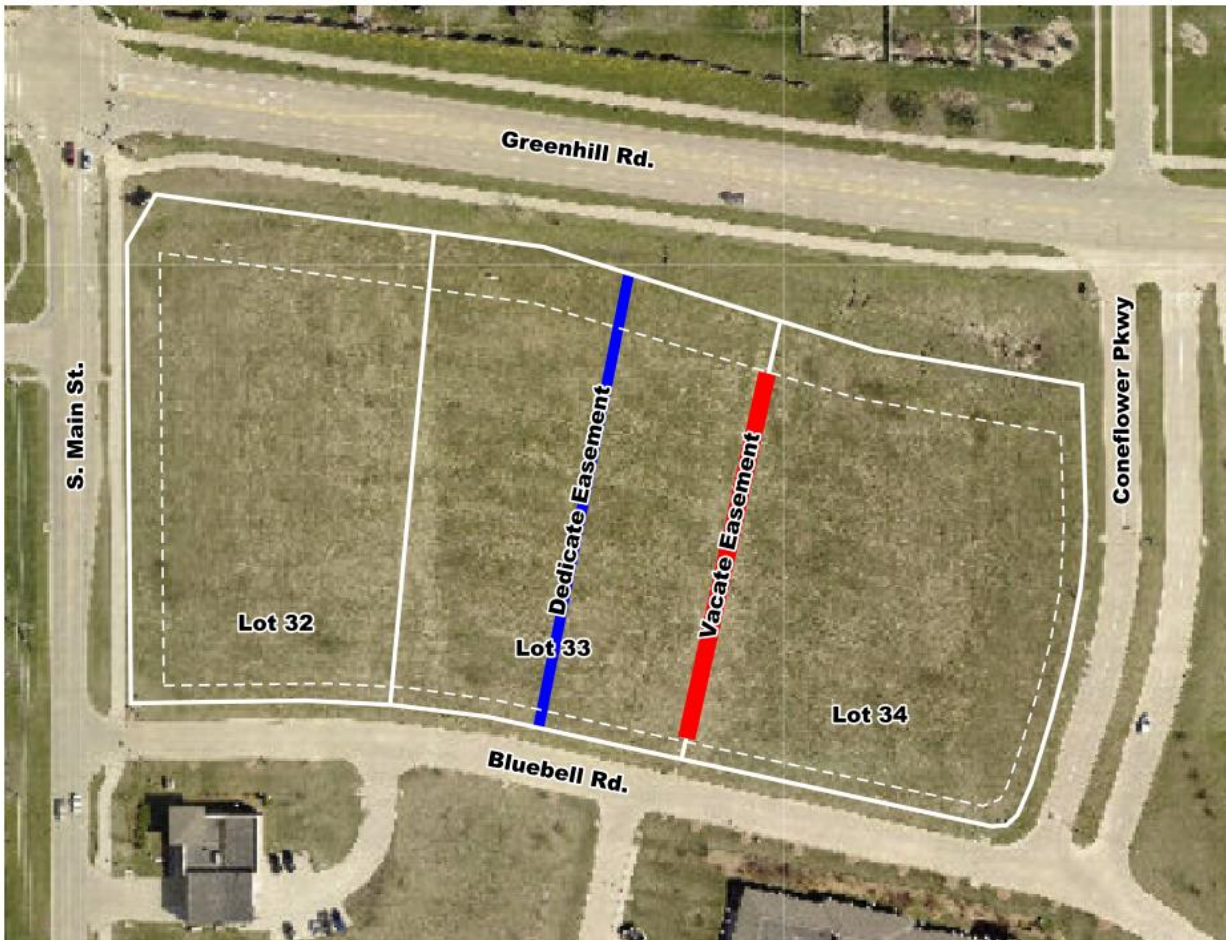
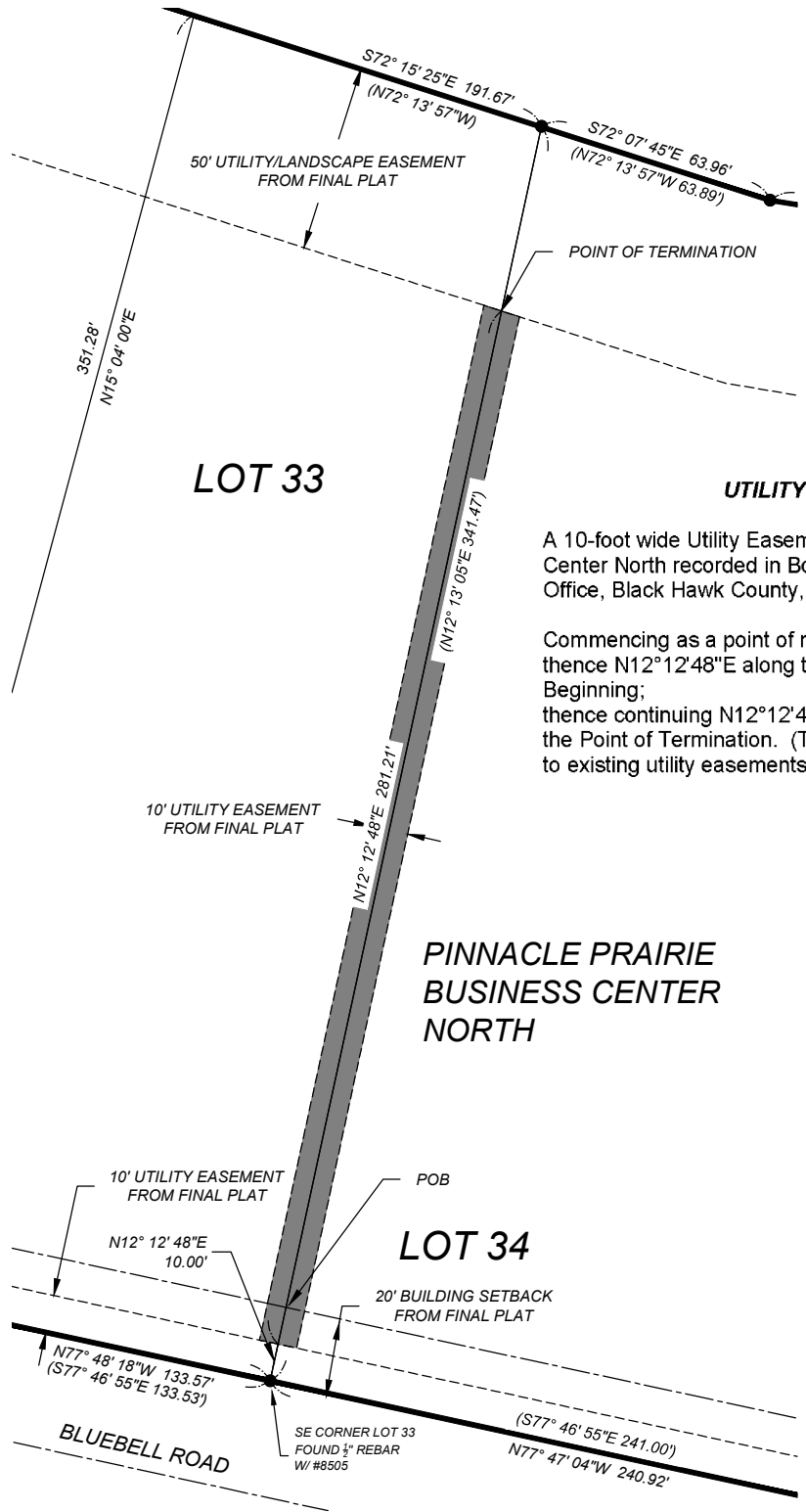


EXHIBIT A

10-FOOT WIDE UTILITY EASEMENT - TO BE VACATED



OWNER: GREENHILL ESTATES, INC.

LEGAL DESCRIPTION

EXHIBIT A UTILITY EASEMENT - TO BE VACATED

A 10-foot wide Utility Easement in Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, whose centerline is described as follows:

Commencing as a point of reference at the SE corner of said Lot 33; thence $N12^\circ 12' 48'' E$ along the east line of said Lot 33, 10.00 feet to the Point of Beginning; thence continuing $N12^\circ 12' 48'' E$ along the east line of said Lot 33, 281.21 feet to the Point of Termination. (The sides of the 10-foot easement extend or retract to existing utility easements.)



N



- FOUND 1/2" REBAR W/ #8505 OR AS LABELED
- POB POINT OF BEGINNING
- () RECORDED AS
- UE UTILITY EASEMENT
- UDE UTILITY & DRAINAGE EASEMENT
- YPC YELLOW PLASTIC CAP

DATE OF SURVEY 01/11/17

PAGE 1

Project No.
507117-10



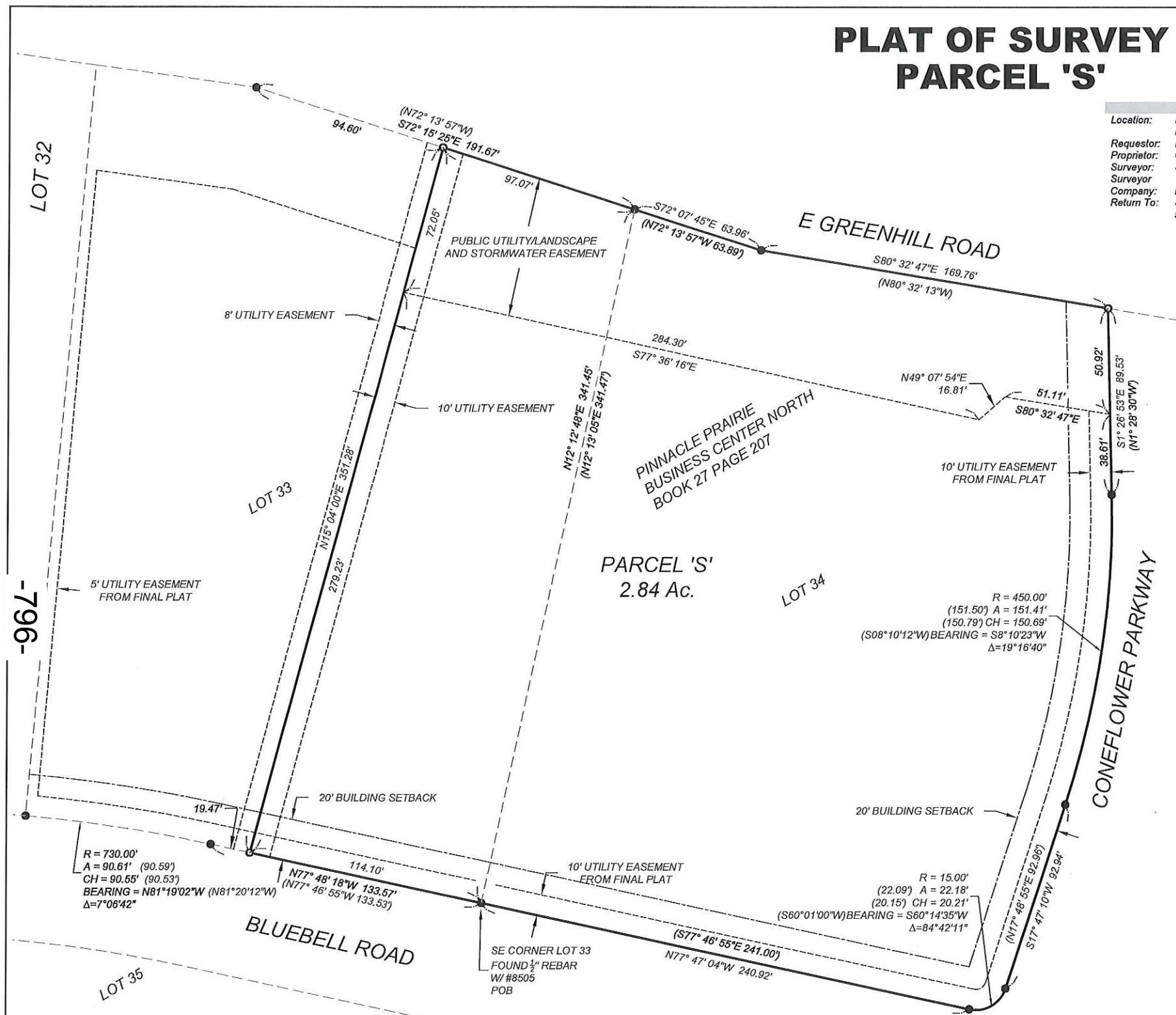
Drawing Title:

EXHIBIT B
UTILITY EASEMENT - TO BE VACATED

PLAT OF SURVEY PARCEL 'S'

Index Legend
 Location: Lots 33 and 34, Pinnacle Prairie Business Center North, Cedar Falls, Iowa
 Requestor: Kwik Trip Inc.
 Proprietor: Greenhill Estates, Inc.
 Surveyor: Stephen M. Brain
 Surveyor: Stephen M. Brain
 Company: Brain Engineering, Inc.
 Return To: S. M. Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com | (319) 294-9424

Recorder's Stamp:



LEGAL DESCRIPTION

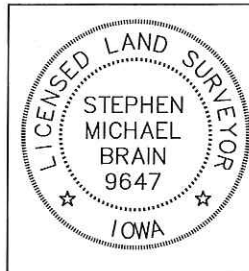
A part of Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, described as follows:

Beginning at the SE corner of said Lot 33; thence N77°48'18"W along the south line of said Lot 33, 114.10 feet; thence N15°04'00"E, 351.28 feet to the north line of said Lot 33; thence S72°15'25"E along said north line, 97.07 feet to the NW corner of said Lot 34; thence S72°07'45"E along the north line of Lot 34, 63.96 feet; thence S80°32'47"E along said north line, 169.76 feet to the NE corner of said Lot 34; thence S01°26'53"E along the east line of said Lot 34, 89.53 feet; thence S-ly along said east line on an arc of 151.41 feet of a 450.00 - foot radius curve to the right having a chord length of 150.69 feet, bearing S08°10'23"W; thence S17°47'10"W along said east line, 92.94 feet; thence SW-ly along said east line on an arc of 22.18 feet of a 15.00 - foot radius curve to the right having a chord length of 20.21 feet, bearing S60°14'35"W to the south line of Lot 34; thence N77°47'04"W along said south line, 240.92 feet to the Point of Beginning, containing 2.84 acres.

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/ # 8505 OR AS LABELED
- SET 1/2" REBAR W/YPC #9647
- POB POINT OF BEGINNING
- () RECORDED AS
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP



NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.



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

Stephen Michael Brain, L.S.
 My License Renewal Date Is December 31, 2018
 License Number 9647
 Pages or sheets covered by this seal: PAGE 1

DATE OF SURVEY: 01/20/17

APPROVING AUTHORITY _____

Title: **PLAT OF SURVEY**
 PARCEL 'S'

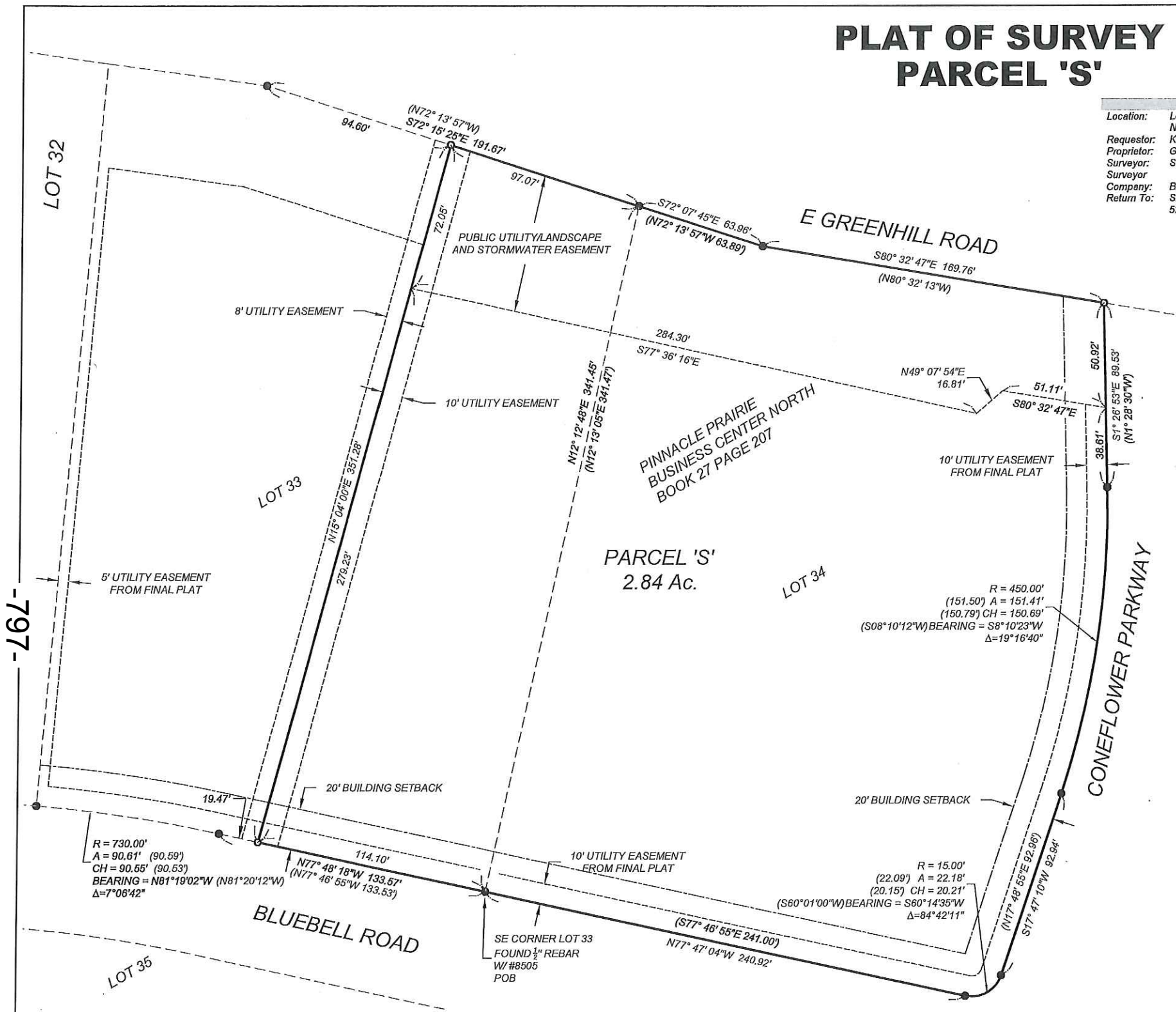


Drawn: CK	Book: 356	Page: 1	Project No: 507117-10
Date: 05/09/17	Scale: 1" = 60'	Of: 1	

PLAT OF SURVEY PARCEL 'S'

Recorder's Stamp:

Index Legend
 Location: Lots 33 and 34, Pinnacle Prairie Business Center North, Cedar Falls, Iowa
 Requestor: Kwik Trip Inc.
 Proprietor: Greenhill Estates, Inc.
 Surveyor: Stephen M. Brain
 Surveyor Company: Brain Engineering, Inc.
 Return To: S. M. Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com | (319) 294-9424

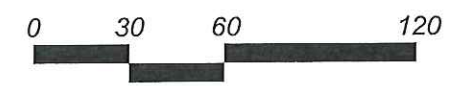


LEGAL DESCRIPTION

A part of Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, described as follows:

Beginning at the SE corner of said Lot 33;
 thence N77°48'18"W along the south line of said Lot 33, 114.10 feet;
 thence N15°04'00"E, 351.28 feet to the north line of said Lot 33;
 thence S72°15'25"E along said north line, 97.07 feet to the NW corner of said Lot 34;
 thence S72°07'45"E along the north line of Lot 34, 63.96 feet;
 thence S80°32'47"E along said north line, 169.76 feet to the NE corner of said Lot 34;
 thence S01°26'53"E along the east line of said Lot 34, 89.53 feet;
 thence S-ly along said east line on an arc of 151.41 feet of a 450.00 - foot radius curve to the right having a chord length of 150.69 feet, bearing S08°10'23"W;
 thence S17°47'10"W along said east line, 92.94 feet;
 thence SW-ly along said east line on an arc of 22.18 feet of a 15.00 - foot radius curve to the right having a chord length of 20.21 feet, bearing S60°14'35"W to the south line of Lot 34;
 thence N77°47'04"W along said south line, 240.92 feet to the Point of Beginning, containing 2.84 acres.

- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR W/ # 8505 OR AS LABELED
- SET 1/2" REBAR W/YPC #9647
- POB POINT OF BEGINNING
- () RECORDED AS
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP



NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
 Signed: *Stephen M. Brain* Date: 2/14/18
 Stephen Michael Brain, L.S.
 My License Renewal Date is December 31, 2018
 License Number 9647
 Pages or sheets covered by this seal: PAGE 1

APPROVING AUTHORITY

Title: **PLAT OF SURVEY**
 PARCEL 'S'

BRAIN ENGINEERING, INC. CIVIL • LAND DEVELOPMENT • SURVEYING • TRANSPORTATION	Drawn: CK	Book: 356	Page: 1	Project No: 507117-10
	Date: 05/09/17	Scale: 1" = 60'	Of: 1	

DATE OF SURVEY: 01/20/17

Item F.5.c.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 27, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Kwik Trip, Inc. – 4515 Coneflower

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

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Kwik Trip, Inc, located at 4515 Coneflower and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, Iowa 50613

MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between Kwik Trip, Inc., a Wisconsin corporation (“Owner”), and the City of Cedar Falls, Iowa, a municipal corporation (“City”).

WHEREAS, Owner owns a part of Lot 33 and all of Lot 34 in Pinnacle Prairie Business Center North as shown on the Plat of Survey of Parcel “S” prepared by Steven M. Brain, L.S. dated _____ and attached hereto as Exhibit “A” (“Owner Property”); and

WHEREAS, Owner desires to construct a storm water management facility on a portion of the Owner Property and a portion of property owned by City, which will require approval by the City; and

WHEREAS, a Maintenance and Repair Agreement is required pursuant to Section 27.408 of the Code of Ordinances of the City (“Ordinance”); and

WHEREAS, the parties have mutually agreed to the terms and provisions necessary to comply with said Ordinance and desire to set forth such terms and provisions herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Owner shall construct a storm water management facility (“Facility”) on a portion of the Owner Property and on a portion of City’s property, which Facility shall be located on the portions of such properties as depicted on Exhibit “B” attached, and legally described as follows:

Item F.5.d.

Owner Project Area:

A part of Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, described as follows:

*Beginning at the NE corner of said Lot 34;
thence S01°26'53"E along the east line of said Lot 34, 50.92 feet;
thence N80°32'47"W, 51.11 feet;
thence S49°07'54"W, 16.81 feet;
thence N77°36'16"W, 284.30 feet;
thence N15°04'00"E, 72.05 feet to the north line of said Lot 33;
thence S72°15'25"E along the north line of said Lot 33, 97.07 feet to the NE corner of said Lot 33;
thence S72°07'45"E along the north line of said Lot 34, 63.96 feet;
thence S80°32'47"E along the north line of said Lot 34, 169.76 feet to the Point of Beginning,
containing 0.47 acres.*

City Project Area:

A part of the E. Greenhill Road right of way in the NW ¼ NE ¼, Section 25, Township 89 North Range 14 West of the 5th Principal Meridian, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the NE corner of said Lot 34 of Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office of said County;
thence N80°32'47"W along the north line of said Lot 34, 169.76 feet to the NE corner of Lot 33 of said Pinnacle Prairie Business Center North;
thence N72°07'45"W along the north line of said Lot 33, 63.96 feet;
thence N72°15'25"W, 97.07 feet;
thence N15°04'00"E, 19.95 feet;
thence S84°50'04"E, 315.16 feet;
thence S01°26'53"E, 68.00 feet to the Point of Beginning, containing 0.37 acres.

2. The portion of the Facility to be constructed on the Owner's Property shall be constructed entirely within a certain permanent Public Utility, Landscape and Storm Water Easement ("Easement") as depicted on Exhibit "A" attached. The parties acknowledge that the land which is benefited by said Easement and by the Facility includes the Owner's Property as well as the adjoining Parcel to the West of Owner's Property in Pinnacle Prairie Business Center North, Cedar Falls, Iowa. This Agreement shall be a covenant running with the land and shall inure to the owners of the benefited estates as well as all future owners of such estates and shall be binding upon the Owner, and its grantees, transferees, successors and assigns.

3. The Facility shall include the following structures: catch basin/manhole; outlet structure; oil skimmer; trench drain; apron end wall/riprap; detention basin; and such other elements as will allow the Facility to function properly and for the purpose for which it is constructed. Owner agrees to cooperate with the owner of the adjoining Parcel to the West of Owner's Property in

Pinnacle Prairie Business Center North to construct the necessary connections to the Facility from storm water management system on such other Parcel so that such other Parcel is benefitted by and continues to benefit by the Facility. The Facility shall be constructed in accordance with plans and specifications approved by the City. The Facility shall be constructed substantially as depicted on Exhibit "C" attached.

4. Owner shall be responsible for the operation, maintenance and repair of the Facility, and Owner shall comply with the Post Construction Long Term Maintenance Plan as set forth on Exhibit "D" attached ("Plan") and incorporated herein by this reference. Owner's responsibility for operation, maintenance and repair of the connecting structure between the Facility and any storm water management system on the adjoining Parcel to the West of Owner's Property in Pinnacle Prairie Business Center North shall not extend beyond the border of Owner's Property. Despite the fact that the Facility will be constructed partially on property owned by the City, the City shall have no responsibility for operation or maintenance of the Facility. The City, in its sole discretion, may amend the Plan to ensure proper functioning of the Facility, which amendment shall become a part of this Agreement.
5. Prior to any connections being made, Owner reserves the right to review all storm water plans and calculations for all properties of any and all parties who will or intend(s) to drain into the Owner Project Area.
6. Owner shall make and retain records of the installation, operation, maintenance and repairs of the Facility and shall retain said records for at least twenty-five (25) years or until the Facility has been reconstructed. In the event of reconstruction, the records of the reconstruction, operation, maintenance and repairs of the Facility as reconstructed shall be maintained. These records shall be made available to the City during any City inspection of the Facility, and shall be submitted to the City at other reasonable times upon request.
7. (a) If the Owner or other responsible party fails or refuses to meet any installation, maintenance or repair requirements, and if the Facility is not a danger to public safety or public health, the City shall provide the Owner or other responsible party with reasonable notice to correct such deficiencies and if necessary, to place the Facility in proper working condition. If the Owner or other responsible party fails to correct such deficiencies to the satisfaction of the City in its sole

Item F.5.d.

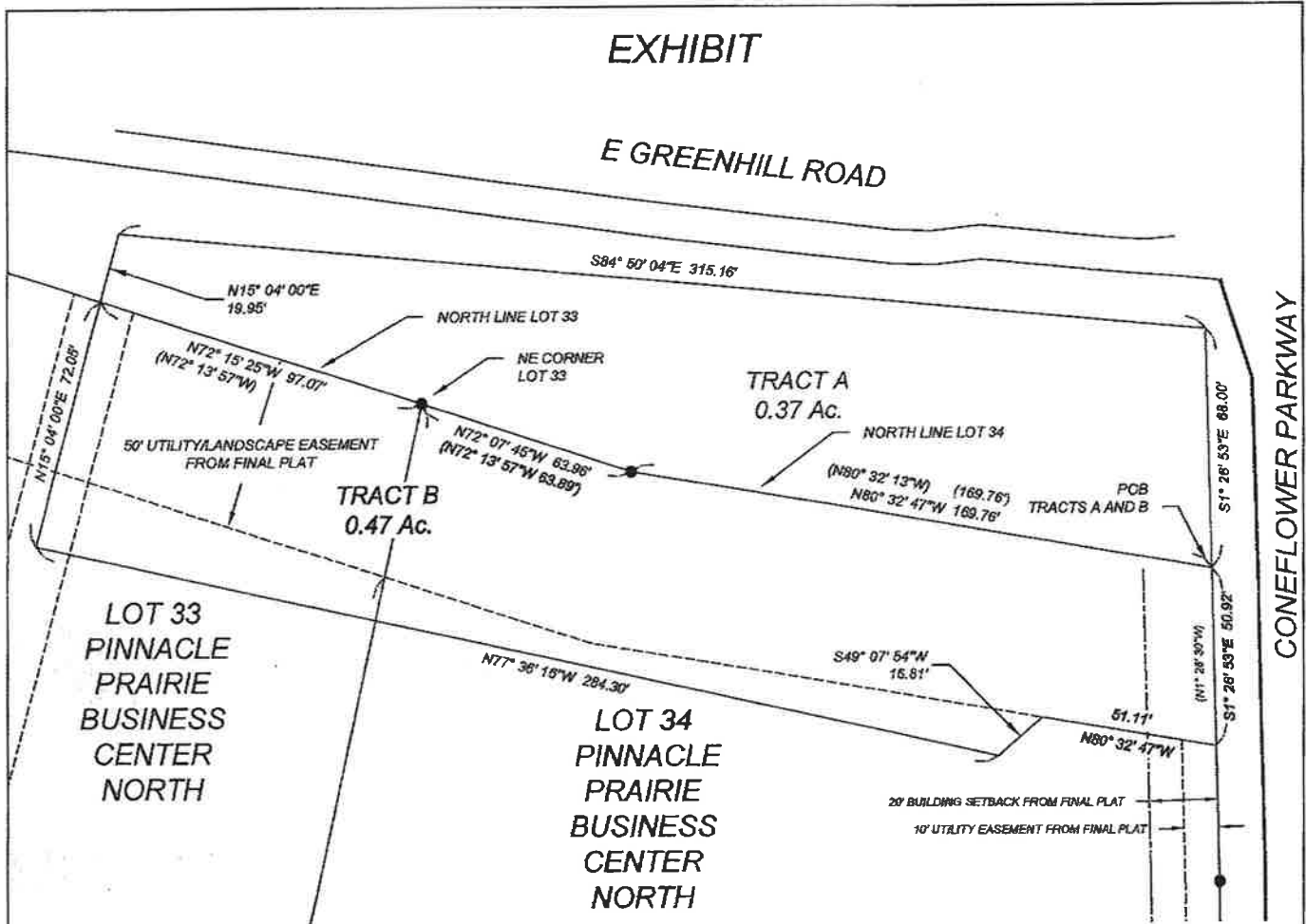
discretion within said reasonable notice period, the City may cause such maintenance and/or repairs to be made as are necessary to place the Facility in proper working condition.

(b) In the event the Facility becomes a danger to public safety or public health, the City shall notify the Owner or other responsible party in writing that upon receipt of notice, the owner or other responsible party shall have two (2) days or such additional time as the City, in its discretion, reasonably determines that the circumstances may require, to maintain and/or repair the facility. If the violations or non-compliance have not been corrected to the satisfaction of the City in its sole discretion by the Owner or other responsible party in a timely manner, the City may cause the maintenance and/or repair work to be completed.

(c) If the City causes maintenance and/or repairs to be completed in the event of failure of the owner or other responsible party as set forth in subparagraphs (a) and (b) above, the City may assess the Owner and all other responsible parties for the entire cost of maintenance and/or repair work and any penalties, and the entire cost of such work shall be a lien on the Facility, or assessed to the Owner Property as a lien which may be collected in the same manner as property taxes.

8. The City is hereby granted permanent access to the Project Area for the purposes of inspection of the Facility. To the extent not granted in the permanent Public Utility, Landscape and Storm Water Easement referenced in Paragraph two (2) above, the City is hereby granted permanent access over, upon, under and across the Project Area for the purposes of maintenance and/or repair of the Facility as set forth in Paragraph six (6) above, and permanent access over and across Owner Property for the same purposes.

[Signature Page Attached]



LEGAL DESCRIPTION - Tract A

A part of the E. Greenhill Road right of way in the NW ¼ NE ¼, Section 25, Township 89 North Range 14 West of the 5th Principal Meridian, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the NE corner of said Lot 34 of Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office of said County; thence N80°32'47"W along the north line of said Lot 34, 169.76 feet to the NE corner of Lot 33 of said Pinnacle Prairie Business Center North; thence N72°07'45"W along the north line of said Lot 33, 63.96 feet; thence N72°15'25"W, 97.07 feet; thence N15°04'00"E, 19.95 feet; thence S84°50'04"E, 315.16 feet; thence S01°26'53"E, 68.00 feet to the Point of Beginning, containing 0.37 acres.

LEGAL DESCRIPTION - Tract B

A part of Lots 33 and 34, Pinnacle Prairie Business Center North recorded in Book 27 Page 207, Black Hawk County Recorder's Office, Black Hawk County, Iowa, described as follows:

Beginning at the NE corner of said Lot 34; thence S01°26'53"E along the east line of said Lot 34, 50.92 feet; thence N80°32'47"W, 51.11 feet; thence S49°07'54"W, 16.81 feet; thence N77°36'16"W, 284.30 feet; thence N15°04'00"E, 72.05 feet to the north line of said Lot 33; thence S72°15'25"E along the north line of said Lot 33, 97.07 feet to the NE corner of said Lot 33; thence S72°07'45"E along the north line of said Lot 34, 63.96 feet; thence S80°32'47"E along the north line of said Lot 34, 169.76 feet to the Point of Beginning, containing 0.47 acres.

DATE OF SURVEY 01/11/17

OWNER: GREENHILL ESTATES, INC.



N



- FOUND 1/2" REBAR W/ #8505 OR AS LABELED
- POB POINT OF BEGINNING
- RECORDED AS
- UE UTILITY EASEMENT
- UDE UTILITY & DRAINAGE EASEMENT
- YPC YELLOW PLASTIC CAP

PAGE 1 OF 2

K:\Proj\507117-10 Cedar Falls\507117-10 exhibit for drainage.dwg, 3/13/2018 9:50:11 AM

Project No.
507117-10



Drawing Title:

EXHIBIT

EXHIBIT B



Store Engineering

fax 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

**Post Construction Long Term Maintenance Plan for
Kwik Trip #934: Cedar Falls, IA**

System Description:

The site consists of a series of storm water conveyances through sheet draining, and piping. The site drains to regional stormwater management pond on Kwik Trip property and the right of way of Greenhill Ave. Fareway store also drains to this pond. The pond then discharges into the developments stormwater management area.

System Maintenance**Catch Basin / Manhole and Oil Skimmer**

- The facility structure should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checks for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, rust, cracks or sharp edges.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it within 6 inches from the lowest pipe invert or 8 inches from bottom of snout.

Trench Drain

- The facility structure should be checked annually for signs of damage and cracks to top grate.
- The structure bottom and walls to be checked for cracks.
- Metal grates shall be free of debris and vegetation.
- Grates should be checks for missing or broken members of the grate.
- The structure bottom and pipes should be clear of sediment and debris.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

Item F.5.d.



Outflow Control Structures

- The facility structure should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, misalignment, rust, cracks or sharp edges.
- Removed debris from interior trash rack.
- The connection of the interior steel plates to the structure should be inspected for cracks.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it within 6 inches from the lowest pipe invert.

Apron and Riprap

- The facility structure should be checked annually for signs of damage to apron.
- The end of pipe, apron and surrounding riprap should be free of debris.
- Inspect for erosion around apron.
- Inspect for erosion and sediment accumulation within the riprap.

Storm Detention Areas

- The facility should be checked annually for signs of erosion or bare soil along the perimeter, inlet pipe or swale and at the outlet device.
- Remove any dead or invasive vegetation and trees.
- Keep all areas free of debris.
- Remove sediment by hand with a flat-bottomed shovel during dry periods.
- Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.



****NOTE**

- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Kwik Trip's Environmental Department. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Tasks	Street Clean	Underground Storm Sewer System	Catch Basin	Ditches & Swales	Outflow Control Structures	Apron/Rip Rap	Infiltrations Basins	Storm Detention Areas	Wetland Issues	Schedule
Inspection		X	X	X	X	X	X	X	X	Annual
Clean Streets	X									Annual
Mowing				X			X	X		0-2 times per year
System Flush		X								1 Time per 4 years

Item F.5.d.



Kwik Trip Stormwater BMP Inspection

Store #: 934

Number of BMPs: 18

Location (City, State): Cedar Falls, IA

Weather: _____

Inspection date: _____

Inspection By: _____

Inspection Results:

<u>Modifications Required:</u>	YES	NO	N/A	<u>Modifications Required:</u>	YES	NO	N/A
Infall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Woody Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outfall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sparse/Weedy Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Infiltration Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depth/Sediment Accumulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Algae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basin Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invasive Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Shelf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Pool Leve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other			

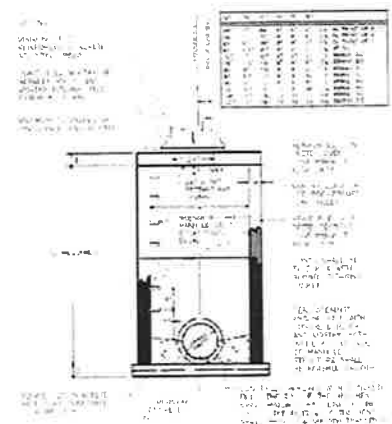
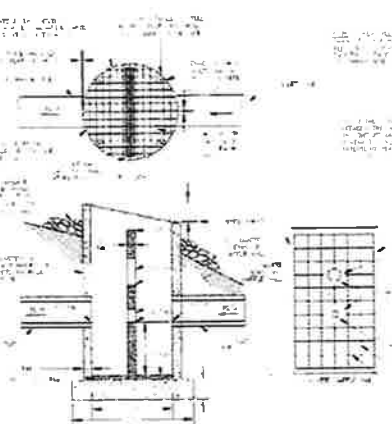
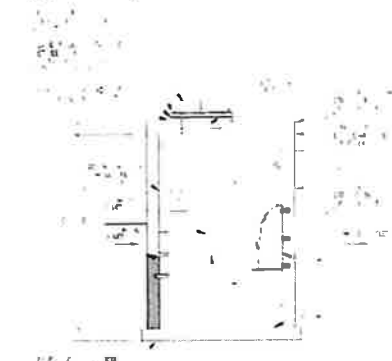
Communication Notes

Phone Fax Written E-Mail Personal Discussion

To whom: _____

Comments: _____

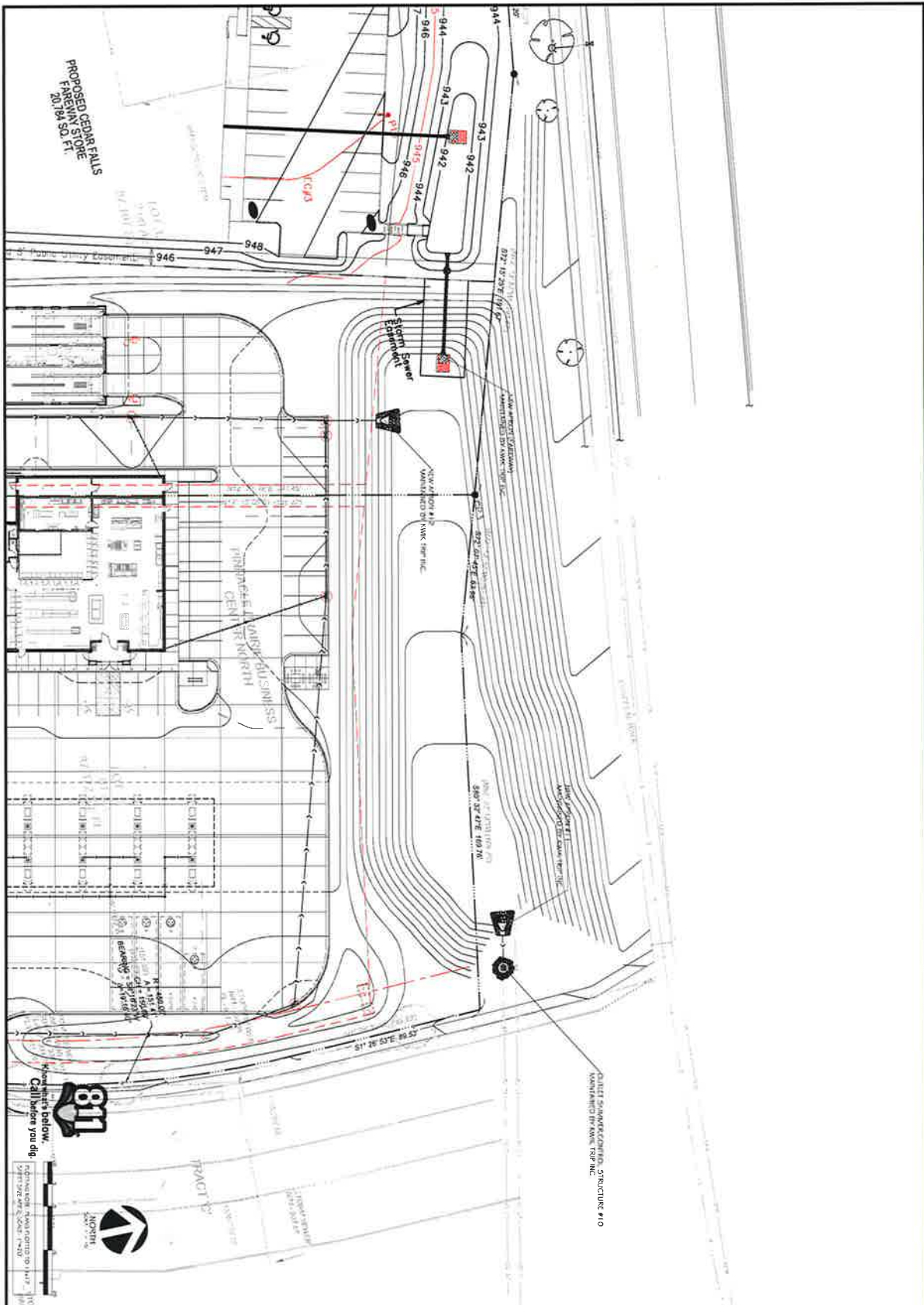


<p>Catch Basin / Manhole Quantity: 10</p> 	<ul style="list-style-type: none"> • Casting • Adjustment rings and mortar • Concrete cover and mortar • Steps (if present), wall and floor • Pipes and seals
<p>Outlet Structure Quantity: 01</p> 	<ul style="list-style-type: none"> • Casting and grout • Wall • Floor condition and sediment/trash • Pipe/seal and office
<p>Oil Skimmer Quantity: 01</p> 	<ul style="list-style-type: none"> • Casting • Adjustment rings and mortar • Concrete cover and mortar • Steps (if present), wall and floor • Pipes, snout and seals

Item F.5.d.



<p>Trench Drain Quantity: 03</p>	<ul style="list-style-type: none"> • Casting • Surrounding concrete / pavement • Trench condition • Pipes and seals
<p>Apron End Wall / Riprap Quantity: 02</p>	<ul style="list-style-type: none"> • Pipe Invert • Apron end wall • Riprap
<p>Detention Basin Quantity: 01</p>	<ul style="list-style-type: none"> • Ground cover (weeds or bare spots) • Sediment depth / odor • Erosion • Emergency spill way



811
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NOV 2019

GRADE PLAN DETAIL
CONVENIENCE STORE 934
CEDAR FALLS, IOWA



INSITES
3030 UNIVERSITY DRIVE
CEDAR RAPIDS, IA 52402
319.244.4400

KWIK TRIP, Inc.
P.O. BOX 2107
1628 OAK STREET
CEDAR RAPIDS, IA 52402
PH (808) 781-8888
FAX (808) 781-8880





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: March 27, 2018
SUBJECT: Appointments

I am recommending the following appointments:

Name:	Board/Commission:	Term Ending:
Jeff Thompson	Board of Mechanical Appeals (replaces Erin Buchanan)	12/31/2021
Sue Ambrecht	Civil Service Commission (replaces Lisa Rolinger whose term expires 04/02/2018)	04/04/2022
Patrick Phalen	Housing Commission (fills vacancy)	12/31/2019

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the Mayor's Office at (319) 268-5119. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: JEFF J THOMPSON Sex: M Date: 03.27.18
Home Address: 1510 FRANKLIN ST CF Phone: 319.429.6669
Work Address: 2661 GERALDINE ROAD WOOD Phone: 319.233-0525
Email Address: JLT1510@CFU.NET Cell: 319.429.6669
Employer: JOHNSTONE SUPPLY Position/Occupation: SALES
Length of residence in Cedar Falls: 30 YEARS Ward: 1
NOMINEE FOR: MECHANICAL / BOARD OF APPEALS Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business, professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.) NONE

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses, certificates that are applicable.

FOR 16+ YEARS, I HAVE WORKED AT A LOCAL HVAC SUPPLY WHOLESALE LOCATION, AND I HAVE DAILY INTERACTIONS WITH AREA CONTRACTORS.

List reasons why you would like to be appointed and what contributions you believe you can make.

I HAVE LIVED IN CEDAR FALLS FOR OVER 30 YEARS. I HAVE SEEN MANY POSITIVE CHANGES IN THE CITY, AND I WOULD LIKE TO HELP KEEP THINGS GOING AND IMPROVING.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

NO CONFLICTS THAT I AM AWARE OF

Please mail completed application to: City of Cedar Falls, Mayor's Office, 220 Clay Street, Cedar Falls, IA 50613 or email to: audrey.stefan@cedarfalls.com

Item G.1.a.

City of Cedar Falls

BOARD OF MECHANICAL EXAMINERS
Nominee's Questionnaire


1. Please explain why or why not you believe Mechanical Codes protect the health and safety of the general public.

2. Mechanical work being completed in Cedar Falls generally requires a permit and follow-up inspections. Do you believe this standard is appropriate or not? Please comment.

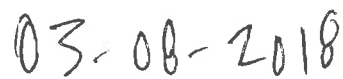
3. Do you believe it is necessary that all products used on mechanical projects be listed with a testing company?

4. How do you feel about homeowners performing mechanical work in their own residences?

5. Are you familiar with the National Mechanical Code? Please comment on your general attitude regarding the Code.



Signature



Date



Board of Mechanical Examiners

Nominee Questions

1. I believe Mechanical Codes protect the health and safety of the general public. I feel that Codes provide for consistency and fairness as far as standards and requirements. However basic or complex, Codes are good for all those involved (contractors and end-users). Codes can be particularly useful as methods and technologies change – making for a better/more useful/longer lasting project.
2. Mechanical work in CF should require a permit. I believe this standard is appropriate. Codes are put into place for a reason, and they are beneficial. Codes may not always meet with everyone’s approval, but they are, for the most part, fair and necessary. Follow-up is necessary for verification and consistency.
3. I am not sure that I would say that ‘all’ products used would need to be listed with a testing company. That seems like it would create a bit of a logistical/practicality issue. Any type of mechanical equipment itself should be listed, along with any other safety-related components.
4. Basically, it scares me. YouTube has created an entire Army of experts at everything. I worked for many years at a local home improvement store, and the tales I could tell are endless. I got really good at selling fire extinguishers as an add-on item to someone tackling a home improvement (plumbing/electrical) project. The beginning of the Holiday season was always marked by the first person searching for the elusive ‘double male adapter’. I wish there was an easy way to distinguish/differentiate and qualify homeowners capable of doing mechanical work in their own home. Natural selection does not seem to be sorting things out quickly enough. As a homeowner, I feel that I should be able to perform mechanical work in my own home - - **providing** I have the necessary tools/equipment/ability/knowledge.
5. I am somewhat familiar with the NMC. As stated above, the Code is necessary. I believe the Statewide license program (and the required CEU’s) has helped to make contractors more aware of Codes and their necessity. In my 16+ years with Johnstone Supply (and coming in contact with a wide variety of contractors on a daily basis), I have seen quite an increase in Code awareness in recent years, and I believe that makes the industry better as a whole.

Jeff Thompson
1510 Franklin Street CF
Cell 319-429-6669
Email jlt1510@cfu.net

30 year resident of CF
14 years working at Payless Cashways / Waterloo (1987-2001)
16 years at Johnstone Supply / Waterloo (2001-present)

Item G.1.a.



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: Stephanie Houk-Sheetz, Director of Community Development
FROM: Craig Witry, Building Official *C.W.*
DATE: March 19, 2018
RE: Board of Mechanical Appeals

Erin Buchanan has resigned from the Board of Appeals due to taking another job and moving out of the area.

I am recommending Jeff Thompson be appointed to replace Erin Buchanan. Jeff is the manager of John Stone Mechanical and Plumbing Supply Company located in Waterloo. John Henderson has done business with Jeff for many years. Jeff lives in Cedar Falls. John's experience with Jeff has been good and believes he would be well suited for the board. (see attached Application)

If you need follow-up information, please let me know.

Thanks,

Craig Witry
Building Official

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Sue L. Armbrecht Gender: F Date: 2-9-18

First MI Last

Home Address: 4120 Daina Drive Phone: 319-830-0871

Work Address: 4510 Prairie Parkway Phone: 319-277-2500

Email Address: sarmbrecht@midwestone.com Cell: 319-380-0871

Employer: MidWestOne Bank Position/Occupation: Cedar Valley Regional President

If Cedar Falls resident, length of residency: 9 years Ward: _____

NOMINEE FOR: Civil Service Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

Cedar Valley Alliance & Chamber Chair, VP, Finance Chair and now Past Chair, 2010-present - United Way Board, Finance Chair 2010 – 2016 and still serve on the Finance Committee. YWCA Board Member 2014, Waterloo Symphony Finance 2015/2016 Committee, Waterloo Rotary 2010-present, UNI Unique Academic Advisory Committee - 2012 to present, Waterloo Blue Zones Co-Chair – 2012-2014.

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

Consistent HR training within MidWestOne Bank in handling interviews, hiring and firing processes.

Completed Certifications: Communication Skills, Handling People with Tact and Skill, Meeting Leadership Challenges, Reviewing Performance, Coaching to Performance, Supervision of People, Predictive Index Management Training.

List reasons why you would like to be appointed and what contributions you believe you can make.

Experience in Human Resource: Hiring, Firing, Coaching, Policy, Procedures that need to be followed protecting the company. Experience in the interviewing, hiring, eliminating, coaching process. I believe in equal opportunity, holding persons accountable and knowing they can handle the responsibilities given them.

Item G.1.a.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

No

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.

City of Cedar Falls

CIVIL SERVICE COMMISSION Nominee's Questionnaire

1. Why do you want to serve on the Civil Service Commission? I believe in the importance of holding people accountable by doing the right thing; giving everyone a fair opportunity for employment accountability and responsibility.
2. Have you ever served on any other committee, board, or commission that handled personnel matters? If so, please give details. Confidentially I can't give details what I can share is general information. 1) performance of individual was not being attained, coaching was given, then expectations with deadlines were laid out, when expectations were not attained the individual was released. 2) Workmens Comp – injury at work, documentation gathered, ongoing doctor reports gathered, releases requested and received from doctors, gave time to work back into the workforce through part time, then back to full time at same level of work. Continued to call in referring to injury, released individual for timeliness of work schedule and performance. 3)Confidentiality – gathered information from customer, questioned employee, was able to uncover breach of confidence did occur, let them go. 4)Potential embezzlement – personally went through and had to rebalance an account for past 3 years, once dollars were located, contacted affected employer, who then checked on their employee as well. Result – released a 30-year employee for inappropriate balancing even though all dollars were finally accounted for.
3. Please provide your educational, training and employment background, specifically as it relates to personnel and employment-related issues.
I believe this information is laid out in previous items listed along with: I've held management positions for over 30 years, sat on Human Resource committees within Large Regional Banks where I was employed and currently sit on the Human Resource Committee within my currently employer.

Item G.1.a.

4. Would you have any reservations about making a decision that may potentially adversely affect an employee's job position?
No, had to deal with these situations throughout career. However, I would have questions to ensure facts were gathered, questions asked so both sides of the situation are or was heard.

5. Please explain your experience with personnel/human resource management. Anytime I have a personnel issue I work closely with our HR department ensuring verbal and written warnings are handled appropriately along with having conversations with other managers, reporting to me uncovering how things were handled (getting the facts).

6. What experience have you had with employment and employment testing? Have been through PI training, which is used in different businesses to uncover how a person perceives themselves, how they believe others perceive them. This gives you a good feel for the right fit and/or how to coach them or issues that

7. Please explain your experience with employee discipline, specifically with demotions, suspensions and terminations. Over the past 30 years I've had to work through demotions, suspensions, terminations, adjustment of salaries and PTO (downward) due to performance issues, integrity issues, and merger issues.

8. What is your availability during weekdays and weeknights should meetings be scheduled during these times? I can coordinate my schedule accordingly so can normally make things work unless I'm already committed to another board or committee I serve on at the time requested.

9. What experience do you have with public sector and/or union employees? Not as strong in the Union sector but have had some experience due to ties when serving on the Cedar Valley United Way Board.

Signature

Date

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: PATRICK B PHALEN Gender: m Date: FEB-2018
Home Address: 818 STATE ST Phone:
Work Address: Phone:
Email Address: MTP58@AOL.COM Cell: 319-883-0680
Employer: Position/Occupation:
If Cedar Falls resident, length of residency: 40+ yrs Ward:
NOMINEE FOR: Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

ST PATRICKS Church, Rental meetings where codes were set up

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

LANDLORD + Home owner

List reasons why you would like to be appointed and what contributions you believe you can make.

Help others with their Housing Issues

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.

Item G.1.a.

City of Cedar Falls

HOUSING COMMISSION
Nominee's Questionnaire

1. Do you have any familiarity or knowledge of the Section 8 Housing Assistance Program?
Please explain.

NOT much A little AS A LandLORD

2. What is your opinion of the condition of the overall housing stock in Cedar Falls?

See many FOR Rent Signs AROUND TOWN
But I know Sec. 8 has issues sometimes getting
into them

3. Are you familiar with any of the City of Cedar Falls codes, regulations, ordinances, etc.
pertaining to Housing and Housing Programs?

Rental very much !!

4. What type of job or life experiences do you have that would assist you with serving on the
Housing Commission?

LandLORD + Home owner

5. What do you see the role and/or purpose of the Housing Commission to be?

INPUT whereof IF needed

6. The Commission meets on the 2nd Tuesday of each month at 5:00 p.m. Are you generally
available on that day/time to attend these meetings?



Signature

FEB - 2 - 18

Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 19, 2018

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on March 19, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, and Mark Miller. Staff members attended from all City Departments. Pat Kinney with the Waterloo Courier, Craig Schwedtfeger and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Recognition of Board of Adjustment Member Craig Schwedtfeger. Mayor Brown thanked Mr. Schwedtfeger for his 29 years of service on the Board of Adjustments. He presented him with a plaque. Ron Gaines City Administrator presented Mr. Schwedtfeger with a challenge coin and thanked him. Mr. Schwedtfeger thanked the City staff for their work in preparing reports which made his job easier.

Mayor Brown introduced the second item on the agenda Water Reclamation Overview. Mike Nyman, Water Reclamation Manager reviewed the Water Reclamation operations and stated IA-DNR issues the permit under the EPA authority and it is renewed every five years. Mr. Nyman then reviewed some larger projects. He stated they have 11 full-time employees and three part-time employees. He stated that certain employees have to have an operator's license issued by the State of Iowa. Mr. Nyman stated the employees work on preventative maintenance and emergency response throughout the city. He explained the lab technician completes sample testing and they have a full-time equipment mechanic on staff. Mr. Nyman stated they are able to apply the solid waste to the Sartori farm land; this is a cost savings measure. He stated there are 12 lift stations throughout the city and they continue to perform preventative maintenance by cleaning the sanitary sewer system. Mr. Nyman stated the waste water treatment plant was established in 1939 and has had four major expansions throughout the years with the final one in 2012. A brief discussion was held.

Mayor Brown introduces the third item on the agenda 2018 Public Works/Parks Work Plan. Mark Ripplinger Director of Municipal Operations & Programs gave a PowerPoint presentation. He reviewed major projects the staff will be working on; including Clay Street Park, Place to Place Park, park signage, fitness zone stations, shingle grinding, Parkade and College Hill brick repairs, as well as the ongoing traditional services they work on each year. Mr. Ripplinger stated MOP/Tourism has a contract with ZLR Ignition to increase their visibility through Facebook ads. He said MOP/Recreation has been working on safety improvements to the ball field fencing. A brief discussion was held.

Mayor Brown introduced the final item on the agenda bills and payroll. Tom Blanford moved to approve the bills as presented and Daryl Kruse seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 6:40 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA
50613

March 28, 2018

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

Dear Mayor Brown and Council Members:


The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a promotional testing instrument for the position of Fire Battalion Chief. Per Iowa Code §400.11 2a, listed below are the three candidates that tested with their combined test scores in rank order.

<u>Name</u>	<u>Combined Test Scores</u>
1. Bobby Wright	251
2. Rob Inouye	188
3. Derek Brown	133

Respectfully Submitted,



Robert Frederick, Commission Chairperson



John Clopton, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Director/Chief Olson, Ass't Director/Fire Chief Bostwick, Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA
50613

March 28, 2018

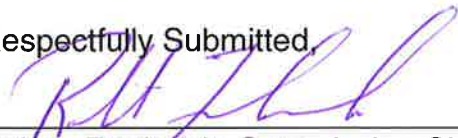
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a promotional testing instrument for the position of Fire Captain. Per Iowa Code §400.11 2a, listed below are the top two candidates that tested with their combined test scores in rank order.

<u>Name</u>	<u>Combined Test Scores</u>
1. Todd Taylor	207
2. Jason Campbell	184


Respectfully Submitted,



Robert Frederick, Commission Chairperson



John Clopton, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Director/Chief Olson, Ass't Director/Fire Chief Bostwick, Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

March 28, 2018

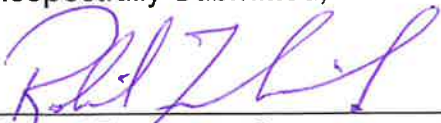
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their written test score percentages, applicable Veteran's Preference percentage points, and total percentage points with preference as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Dylan Leech	97		97
1. Jacob Pisarik	97		97
3. Scott Dougan	96		96
4. Tyler Reagan	93		93
5. Austin Lechtenberg	91		91
6. Liesel Reimers	87		87
7. Bryce Sweeney	84		84
8. Cedric Danilson	79		79
9. Jose Velasco	78		78


Respectfully Submitted,



Robert Frederick, Commission Chair



John Clopton, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Director/Chief Olson, Ass't Chief Berte, Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



February 2018

Item G.1.d.

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**FINANCIAL SERVICES
FEBRUARY 2018**

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions completed. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY18 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$99,899,500 invested in CD's and \$4,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0
PFMM Withdrawal	0	\$0
CD/Investment Interest		\$56,587.62

FY19 Budget

The proposed budget was presented to Council at the February 5th Council Committee meeting. The public hearing was held on February 19th. The final FY2019-2021 Financial Plan was approved by the City Council and the required state budget forms were filed with Black Hawk County and the Department of Management.

Outside agencies that were funded in the budget, were notified of their award amounts. FY19 contracts for the funding will be presented to Council over the next few months.

Item G.1.d.

Inventory

The process for updating Inventory for all departments has started. On-site inventory checks with all departments will be performed in March and April.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For February, 44 payroll checks and 681 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 125 invoices were mailed to customers.
7. 1,553 transactions for accounts payable were processed and approved by the City Council for payment and 526 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Bergan, KDV were here February 19th to perform an audit of the Foundation.
9. Continued to provide bookkeeping support for Sturgis Falls.

Benefit & Compensation Activities

1. Dental plan information continued to be reviewed with Gallagher Benefit Services and Wellmark. Staff decided to move forward with Wellmark's Blue Dental plan for July 2018, assuming the required percentage of full-time employees enroll. Employee meetings were scheduled for March 5 and 7 and staff provided communications for this and researched related information.
2. Staff requested FY17 health claims and stop loss premiums paid by Wellmark to complete the City's annually required report for the Iowa Individual Reinsurance Association due in March.

3. The July 2018 long-term disability renewal was received with a rate decrease and discussion took place regarding benefit enhancements that can be completed by a plan amendment without rate impact. Both will be adopted by City Council. The July 2018 life/AD&D insurance renewal will follow this spring
4. Wellness challenge #5, the Financial Wellness/Money Makeover, began in January with financial coach Michael Finley presenting five financial sessions as part one. Attendees were provided with one of his books. Part two was completed in February, via Wellmark's wellness center portal. Preparations for challenge #6 began for the spring months and discussion began for FY19 challenges and rewards.
5. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, the Risk Management Committee and Arrowhead Medical Center.
6. Staff continued to work with the consultant on the pay plan study. A special worksession was held with the City Council on February 26th for the consultant to present the final report and the recommendations. The consultant then presented the same information to staff at meetings held on February 27th. The final plan will be presented to Council at the March 5th council meeting for formal adoption.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Building Inspector, Building Official/Inspection Services Manager, Equipment Mechanic, Fire Battalion Chief, Fire Captain, Planning & Community Services Manager, Police Reserve/POC, Public Safety Officer, Traffic Operations Supervisor; PT positions: Ass't Equipment Mechanic, Clerical/Evidence Technician, Community Service Officer, Hearst Clerical/Education Ass't., Laborer, and seasonal positions within the Community Development and Municipal Operations & Programs Departments.
2. Follow-up and preparations took place for the January 24 and February 14 Commission meetings. Also, Commissioner Rolinger's term will end April 2nd. Communications and the required posting and placement took place for her replacement. The new commissioner is expected to be appointed at the April 2nd Council meeting.
3. The Courier Advertising Agreement renewal was approved by City Council.
4. Final conflict of interest forms were received and tracked for recordkeeping.
5. Staff met with the Arrowhead Medical Center drug and alcohol coordinator regarding the implementation of drug screening for seasonal Recreation Center staff for summer 2018 staff.

Item G.1.d.

Miscellaneous Personnel Activities

1. Performance evaluations and merit score sheets began to be received and reviewed. Staff provided assistance related to the completion of them. Personal accomplishments for 2017 and goals for 2018 were completed.

**Finance and Business Operations
Information Systems Division
Monthly Report February 2018**

Software Purchase/Installation/Upgrade Activities

- Software purchases:
 - Maintenance Agreement for SysAid Helpdesk was renewed
- Software installations included:
 - Installed new license manager for Esri GIS software
 - Tested new ArcGIS for AutoCAD extension
 - Avamar Administrator 7.5.0-183 was installed to 1 PC in Information Systems for data backup and restore processes
 - Watchguard body cameras were upgraded to firmware version 3.0 in order to fix bug issues with the Wi-Fi adapter.
 - An AutoCAD software patch was installed to 8 PC's for drawing speed issues.
 - The WasteWorks server was upgraded to Windows 7 from Windows XP. 5 Client PC's were also upgraded.
- Software upgrades included:
 - Converted existing Esri license to a concurrent type
 - ShieldWare NCIC was updated with a configuration change on SQL and NCIC server. SWUpdate was run on 8 terminals in PD that have NCIC to update their system accordingly.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - Storage media was purchased for Public Safety Investigations for securing digital evidence.
 - Four Wireless Access Points were purchased for Public Works
- Equipment installations included:
 - Two 55" TV's were installed at Rec Center along with Mini PC's configured for digital signage.
 - A secondary 23" display was installed for a user at Rec Center to benefit while working in Digital Signage and multitasking other applications.
 - A new Watchguard Body Camera was configured and assigned to new Officer Hernandez.
- Equipment Upgrades:

Item G.1.d.

- An android tablet was configured with email and checked out to a user in finance for temporary use.

Project and Assistance Activities

- New Cable TV Production Truck:
 - Made initial trip to Sunbury, Ohio to work with Gerling & Associates on the planning of a new Production Truck.
- Digital signage implementation
 - 33 Sample Templates were created in MaxGalaxy Digital Signage.
 - Several base templates were also created for each site proposed for Digital Signage: Rec Center, Hearst Center, Visitor Center and City Hall.
 - Two 55" displays were installed at Rec Center along with the Mini PC's assigned to them. Digital Signage was started and has gone live with a base template displaying the spring brochure until staff is further trained and experienced in creating more advanced templates.
 - Staff training will be held on March 15, 2018 at Waterloo Sportsplex.
- Graphic design projects for the month included:
 - Hearst Center: exhibit vinyl, TV slide, postcards, labels; cut photography; spring break postcard; spring brochure
 - Tourism: exhibit vinyl, TV slide, postcards, labels; cut photography; spring break postcard; spring brochure
 - Other: website maintenance, website accessibility, business cards, cemetery brochure, University Ave poster, housing booklets, Pound class flier, Rec classes flier, personal.trainer flier, fitness schedule, Exercise Cycle class poster, PSS applicant stickers, Currents and miscellaneous printing
- Assistance Activities:
 - Traffic and Accident reports were ran for Public Safety as requested
 - New groups and users were created on FTP for project bid lettings.
 - Four mini PC's were configured with Windows 10 Pro and MaxGalaxy Digital Signage software.
 - Meetings were held with CFHS Center for Advanced Professional Studies (CAPS) student Julian Wind in regards to research study pertaining to wants/needs of a mobile app for the City of Cedar Falls.
 - Four wireless access points at Public Works were replaced with new Cloud Managed access points. PW Admin, Large Conference Room, Traffic Operations and Vehicle Maintenance.
 - Worked with our AutoCAD vendor on solutions to slow performance for some heavy duty end users. A fix was applied to 8 PC's in Engineering.
 - Continued to perform PCI compliance scans for all sites with credit card machines.
 - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary.

- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- An IP Address Conflict was resolved between a two PC's on the network by forcing a group policy update.
- Connectivity issues were resolved in a patrol vehicle by replacing a USB cellular device and changing Power Management settings in Device Manager for Ethernet and LAN devices.
- A locked out batch in the financial system on the as/400 was reset. Training was given to a user to help prevent accidental closing of an open session which causes batches to lock out.
- System Restore was ran on a PC at Public Works resolving computer startup issues.
- Power over Ethernet (PoE) was reset to a port on the data switch at Bluff Street in the fuel rack resetting power to the Grand Eye network camera that had gone offline.
- Several transmitted forms in TraCS that had been stuck in the forms manager were forced a status change to closed and then archived. Other supplemental forms that had failed with an export error were forced a status change to Accepted and were re-sent through the transmit process.
- Issues with syncing body cameras in patrol car 15 were resolved by replacing the charging/sync cradle with a spare replacement – The bad cradle was sent in for warranty replacement.
- Door lock software was updated with new access rights for individuals who need access to other areas within buildings due to job reassignments and/or coverage.

Item G.1.d.

- Wasteworks was reinstalled on the Transfer Station PC in order to correct random error messages.
- Microsoft Office was reinstalled on a Rec Center PC and on a Public Works PC, due to corruption after a Windows Update.
- A ticket was created with EMC, our backup solutions company, to resolve issues with backing up our virtual servers. The problem has been resolved.

Equipment Repair Activities

- Toner cartridges were replaced in FBO Envelope printer resolving defects in printing
- The People Counter at Visitor Center was reset and batteries replaced resolving issues with inaccurate readings.
- Worked with the Vehicle Maintenance Supervisor on power issues with one of the Police Department docking stations.
- The Beach house door lock system has been properly reset and is now able to be updated for spring/summer rentals.

Channel 15 Programming Activities

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- Two Committee of the Whole meetings
- Two Planning & Zoning meetings
- Two Cedar Falls School Board meetings

Facilitated Public Access programming for both CFU and Mediacom cable systems.

Regular production included:

- Recorded 2 CF Boys Basketball games and had playbacks on Channel 15
 - CF Boys Basketball v Waterloo East
 - CF Boys Basketball v Cedar Rapids Washington
 - CF Boys Basketball Substate vs. DBQ Hempstead
- Recorded 1 CF Sophomore Boys Basketball game
 - CF Boys Basketball v Cedar Rapids Washington
- Recorded 3 CF Girls Basketball games and had playbacks on Channel 15
 - CF Girls Basketball v Waterloo West (Senior Night)
 - CF Girls Basketball Substate vs. DBQ Hempstead
 - CF Girls Basketball 1st Round State Basketball Tournament: vs. Indianola
- Recorded 1 Live event for the Panther Sports Network, including replays
 - UNI Men's Basketball vs. Evansville
- Produced 2 Mayor's Corner show
 - Downtown District
 - Team Speedsters Lego
- Produced 1 Veterans of the Cedar Valley Show

- Cedar Falls VA office reopens
- Recorded 1 Hotline show
 - Hotline Trivia Semifinals; Southdale vs. Cedar Heights
- Produced 4 City News shows
- Produced 2 Sports Talk Shows
 - Boys State Swimming
 - State Wrestling
- Produced 2 Arts Overlook shows
- Aired 4 new Panther Sports Talk shows
- Aired 4 new Fight for Iowa shows

City News

Continued weekly news format program “Cedar Falls City News” including the following stories:

- Cedar Falls Public Safety visits Kalamazoo, Michigan
- Outdoor Pickleball courts approved
- Clay Street Shelter
- Peter Melendy Community Builder Award nominations
- Veterans Park
- Gateway Park Ice Rink
- How to Drive a Roundabout
- Flood Levee Construction update
- Winter Driving Tips
- Cedar Falls Historical Society new exhibit: Butter Churns, Ceramics
- Hartman Reserve Grand Opening of new Nature Center building
- Cedar Falls New Library Director: Jay Robinson

Geographical Information Systems (GIS)

- Projects:
 - Converted & renamed all sanitary sewer videos completed in 2017 and made them available on the web
 - Met with Kucera International staff to discuss upcoming aerial project
 - Attended Census Bureau training for upcoming local address update
 - Met with CFU staff & Muscatine’s GIS consortium to discuss options to bring GIS into CFU
- Maps:
 - Provided map for upcoming Currents issue showing 2018 construction projects
 - Provided map to USACE showing existing & removed structures in Northern Cedar Falls
 - Provided map Parks dept showing snow removal locations
 - Provided Public Works maps for yard and refuse routes
 - Provided Public Works map showing potential recycling site at Orchard Hill Church
 - Provided map to Engineering showing contours & existing utilities for an

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- area in the NW corner of CF
- Provided map to Engineering showing existing utilities without GPS positions
- Provided map to Admin & CMS showing existing & proposed streetscape items
- Web & Database:
 - Updated Water Rec web application to reflect both public & private utilities
 - Updated major CIP projects layer to reflect additions & changes
 - Updated sign layer to add new fields to reflect user needs
 - Updated sanitary sewer layers to reflect new as-built information
 - Updated storm sewer layers to reflect new as-built information
 - Added new fields to sanitary manholes to reflect user needs
 - Created new layer for downtown streetscape features
 - Created new text layer for black/white map labels
 - Created new layers for Parks dept snow removal areas
 - Converted CAD drawings for P/Z & Council exhibits
 - Reviewed and assigned 3 new addresses for upcoming projects
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
 - Created script to extract permits from LAMA

Training and Staff Activities

- GIS Analyst Provided follow-up training to Public Works supervisors on web editing workflow
- Full-Time Supervisors attended Responsible Suspicion Training
- Training was attended for Credit Card Payment Processing in MaxGalaxy regarding upcoming changes to the Vantiv gateway.
- A meeting and demo was held at City Hall with Avigilon and Interconnects regarding License Plate Readers (LPR) vs High Quality cameras for proposed intersections around Viking Rd and College Hill.
- A webinar was held at City Hall and attended by IT and Rec staff regarding HIPPA compliance of documents in conjunction with MaxGalaxy customer's stored documents for program registrations.
- Attended a Manatt's contractor conference to inform contractors about CF1stop.
- Attended a webinar by Onbase discussing migration of Optiview to FileBound.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
FEBRUARY 2018**

REPORT FROM SWISHER & COHRT – BETH HANSEN, ROBERT BEMBRIDGE:

1. **Traffic Court:**

City Cases Filed: 87 (this number includes both City and State tickets)

Cases Set: 9

Trials Held: 1

2. **Code Enforcement:** Work on documents for tobacco violations at B&B West and Casey's General Store. Obtain search warrant for 216 Iowa Street including meetings with City officials and court appearance.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters; review and revise proposed discipline; review and advise on disciplinary investigations
- b) Attend weekly Human Resource Meetings
- c) Advise on light duty issues
- d) Attention to employee accommodation request
- e) Advise on FMLA issues
- f) Attention to Police MOU

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
 - iv. unemployment
 - v. eminent domain
 - vi. permit granting issues

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- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- e) Advise on Bescher Minor Plat issues; variance request

6. **CONTRACTS/AGREEMENTS:**

- a) Review, Advise & Drafting-ACOH, LLC agreement
- b) Attention to 28E agreement with Waterloo
- c) Review and advise – Golf Professional Agreement

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole;
Meetings with Mayor Brown
- b) Advise on City Council procedural issues
- c) Advise on ex parte communication issues
- d) Advise on conflict of interest issues

8. **ORDINANCES:**

- a) Work on Recodification
- b) Attention to Electrical Code Amendments
- c) Advise on Rental Ordinance issues
- d) Draft animal slaughter, carcass Ordinances

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Continuing Legal Education
- f) Advise/Drafting of Fareway/Kwik Star storm water maintenance agreement
- g) Advise on flood buy out leases
- h) Attention to Call the Courier questions
- i) Advise on Ex Parte communications issues
- j) Research and advise on storm water rate adjustment questions
- k) Advise on cannabis pharmacy inquiry
- l) Draft Vapor product policy
- m) Advise on street vacation procedure
- n) Advise on retainage retention and early release of funds

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**
 - a) The Risk Management Committee met February 21, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
 - b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims.
 - c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
 - d) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
 - e) Review trails and parks rental agreements and insurance for special events
 - f) Work with CHUBB Adjuster, O&M Joint Complex (building fire) property claim
 - g) Work with FEMA Insurance Specialist and CHUBB Adjuster, 2016 flood claim
 - h) Process unemployment claims
 - i) Processed Flood Buyout Lease
 - j) Supervisory Drug & Alcohol (Reasonable Suspicion) training conducted

11. **Personnel**
 - a) Work with departments and legal counsel on disciplinary matters
 - b) Work with departments and legal counsel on various personnel issues
 - c) Annual Fire Physicals were conducted

12. **Human Rights Commission (HRC):**
 - a) Attended Executive Committee and Commission Meetings on February 16, 2018. Provided staff support to Committees and Commission.
 - b) Four current active cases; working with ICRC toward completion of claim. Work with citizen submission to ICRC.
 - c) Work with ICRC to review cross-filed claims
 - d) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
 - e) Attend League of Iowa Human Rights quarterly meeting

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FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS FEBRUARY 2018

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular Council meetings, two Committee of the Whole meeting, one Technical Review meeting and two Planning & Zoning Commission meetings. Staff processed all Council meeting follow-up communications and legal documents.

City Council adopted one (1) ordinance and fifty-three (53) resolutions during the month; and staff drafted thirty-five (35) of these resolutions.

Issued the following:

- 3 Business Licenses
- 192 Pet licenses
- 29 Annual "Paw Park" permits
- 8 Cemetery Interment Certificates

Issued the following Parking Permits:

- 45 Monthly Lot
- 13 Annual Lot
- 3 Annual Senior
- 1 Monthly Construction
- 6 Daily/Guest
- 0 Annual Dumpsters

Processed (6) liquor licenses and (4) beer permits.

Recorded (6) documents with the Black Hawk County Recorder.

Responded to (6) requests for public records and (5) requests/concerns received thru the City's on-line Service Request feature.

Revised Chapter 5, Alcohol and Malt Beverages, of the Code of Ordinances, and participated in teleconference with the City Attorney and Municipal Code Corporation attorney to discuss proposed revisions of the Code, in conjunction with recodification.

Continue to participate in discussions to troubleshoot and improve the cemetery activity processing.

Annual pesticide registrations were completed and sent to area pesticide applicators.

Drafted annual performance evaluations of Public Records and Parking Enforcement staff.

Staff attended meetings to receive the final results of the pay plan study.

Supervisory staff attended Reasonable Suspicion Training.

The unemployment rates for the month of January 2018 were 3.9% for the Waterloo-Cedar Falls Metropolitan Area, 2.9% in Iowa and 4.1% in the U.S.

Document Imaging

- 55 – Employee performance evaluations.
- 57 – Miscellaneous boards, commissions & committees meeting materials.
- 4 – City Council meeting files. (09/18/17-11/06/17)
- 5 – Ordinances. (2912-2916)
- 63 – Council Resolutions. (20,892-20,925)
- 275 – 2017 Conflict of Interest forms.
- 16 – Planning geographic/project files.
- 80 – Planning archive land use permits.
- 51 – Inspection Services commercial building plans.
- 5 – Health Plan Annual Reports. (FY09-FY13)
- 3 – Business & Industries files. (2014-2016)
- 112 – Building permit plans/files.
- FY16 Annual Report - State budget.
- Code pages removed by Supplement #93.
- 2006 General Obligation Bond documents.
- Departmental Monthly Reports for January 2018.
- Miscellaneous employee documents.

Parking Enforcement

- 742 – Parking citations issued.
- \$ 8,236.15 – Citations paid.

Participated in discussions with construction managers to coordinate construction and staging needs within restricted parking areas downtown.

Parking Collections

- \$ 1,198.00 – Collections from delinquent parking accounts.
- \$ 750.00 – Vehicle immobilizations (15 vehicles).

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**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
FEBRUARY 2018**

Library Activity

Usage Statistics	December 2017	January 2018	January 2017
Customer Count	15,211	16,837	16,319
Circulation	30,811	33,069	32,914
Ebooks, emagazines, and streamed videos	3,844	4,131	4,079
Downloaded music	1,766	1,719	1,907
Reference Service	1,926	2,234	2,003
Items Added	721	762	852
Event Attendance	1,079	1,245	901
Computer & Wi-fi Usage	3,510	3,913	3,510

Library events in February included the following:

- Youth department hosted a Puppet Show on February 2.
- Writers of the Cedar Valley, workshopping on writing-related topics, met February 4.
- Friends evening book club discussion, *Delta Wedding* by Eudora Welty, was February 6.
- Local Authors Showcase on February 7 featured Jonathan Stull reading poetry.
- Young Writers of the Cedar Valley met February 11.
- Trivia Night's feature this month was "Stranger Things," February 12.
- There was a miniature painting workshop on Dungeons and Dragons, February 13.
- Minecraft was on for the Teen Night, after-hours on February 16.
- Library staff professional development this month featured database training by our Reference staff, on February 20 and 21.
- Jay Robinson presented the Library Annual Report, at the annual breakfast for this on February 23. It was a public meeting, with invitations to the Mayor, Councillors, City officers, Library Board, Friends Board, and library staff.
- Friends morning book club discussion, *The High Mountains of Portugal* by Yann Martel, was February 27.
- Tom Eachus of UnityPoint Health presented "Mental Illness in the Cedar Valley," for the Cultural Literacy program this month, on February 27.
- The Youth Department held regular events throughout the month, including storytimes for babies, toddlers and preschool, school visits, and an afterschool program.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a smartphone device advice. RSVP setup for three days per week during tax season, to help with tax advice.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - FEBRUARY 2018**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Bridge	Construction Underway	\$850,000	Engineering Division PCI
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer Phase I	Sanitary Sewer	Final Out Remains	\$4,500,000	Engineering Division SM Hentges
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Construction Underway	\$3,800,000	Engineering Division SM Hentges
2017 Permeable Alley	Storm Water	Punch List Remains	\$150,000	Engineering Division Vieth Construction
Dry Run Creek Watershed Improvements Phase I	Storm Water	Final Out Remains	\$560,000	Engineering Division PCI
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2018 Street Construction	Street Repair	Contracts	\$4,700,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Construction Underway	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Viking & Hwy 58 Interchange Final Design Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Construction Underway	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

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**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - FEBRUARY 2018**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Construction Underway	-----	BNKD Inc. Shoff Engineering
Greenhill Village 8th Addition	New Subdivision	Preliminary Plat to Council	-----	Skogman Anderson-Bogert
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Pheasant Hollow 2nd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Witham/Cortright
Prairie Winds 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie West 7th Addition	New Subdivision	Final Acc.	-----	Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Plans Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Under Construction	-----	Skogman/CGA
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - FEBRUARY 2018**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA
Ashley Furniture		Under Construction	Approved	Claassen Engineering
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	-----
College Square Apartments	925 Maplewood Drive	Under Review	Under Review	Confluence
Community Foundation	Greenhill Circle	Approved	Approved	
Community Motors	4617 University Avenue	Under Construction	Approved	Helland Engineering
Greenhill Fountains - Ph. II	Under Construction	Approved	Approved	Hall & Hall
Hanna Park Lot 5		Under Construction	Approved	Shoff Engineering
Jacobson Parking Areas	411 Clay Street		Approved	Peters Construction
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved	
Western Home Community Building		Under Construction	Approved	Claassen Engineering
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom

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City of Cedar Falls
 Development Services
 Inspection Services Division
 Monthly Report for:

Feb-18

Total for Month
 Total for Fiscal Year
 Total Same Month - LAST YEAR
 Total for Fiscal Year - LAST YEAR

\$10,260.27
 \$72,036.90
 \$3,896.62
 \$60,873.92

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	6	0	\$1,473,992.00	\$11,940.00	64	0	\$14,444,233.00	\$113,871.00
Multi-Family New Construction								
Res Additions and Alterations	47	0	\$778,582.00	\$11,057.00	1262	0	\$13,627,916.00	\$232,583.20
Res Garages	1	0	\$0.00	\$25.00	35	0	\$284,121.00	\$6,053.60
Commercial/Industrial New Construction	1	0	\$7,392,651.00	\$0.00	6	0	\$12,685,400.00	\$27,976.00
Commercial/Industrial Additions and Alterations	6	0	\$615,052.00	\$5,197.00	83	0	\$22,187,149.00	\$124,469.00
Commercial/Industrial Garages								
Churches					2	0	\$183,200.00	\$1,920.00
Institutional, Schools, Public, and Utility					5	0	\$191,045.00	\$2,414.00
Agricultural/Vacant					8	0	\$8,433,842.00	\$40,292.00
Plan Review	4	0	\$0.00	\$3,060.00	60	0	\$0.00	\$122,465.00
Total	65	0	\$10,260,277.00	\$31,279.00	1525	0	\$72,036,906.00	\$672,043.80

City of Cedar Falls
 Development Services
 Inspection Services Division
 Monthly Report for:

Feb-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	40	0	\$0.00	\$3,168.70	466	0	\$0.00	\$45,937.80
Mechanical	47	0	\$0.00	\$3,970.00	570	0	\$0.00	\$58,845.00
Plumbing	63	0	\$0.00	\$5,028.00	490	0	\$0.00	\$41,344.00
Refrigeration	2	0	\$0.00	\$140.00	6	0	\$0.00	\$645.00
Total	152			\$12,306.70	1532			\$146,771.80

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	3	0	\$0.00	\$150.00	17	0	\$0.00	\$1,950.00
Mechanical					2	0	\$0.00	\$150.00
Plumbing	2	0	\$0.00	\$150.00	6	0	\$0.00	\$300.00
Refrigeration								
Total	5			\$300.00	25			\$2,400.00

Building Totals	65	0	\$10,260,277.00	\$31,279.00	1525	0	\$72,036,906.00	\$672,043.00
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Grand Total	222	0	\$10,260,277.00	\$43,885.70	3082	0	\$72,036,906.00	\$821,215.00
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PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT February 2018

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on February 14, 2018 and February 28, 2018. The following items were considered:

<u>Owner/Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
Hawkeye Hotels	NW Corner of W 1 st Street and Main Street	CBD Site Plan Review	2/14 - Introduction 2/28 - Approved
CF Gateway Park, Inc.	NE Corner of Hudson Rd. and W Ridgeway Ave.	Gateway Park Preliminary Plat	Approved
CF Gateway Park, Inc.	NE Corner of Hudson Rd. and W Ridgeway Ave.	HWY-1 District Site Plan Review	Introduction
Kyle Dehmlow	917 W 23 rd Street	College Hill District Facade Review - Signage	Approved
Community Main Street	E 4 th Street	CBD Site Plan Review	2/14 - Introduction 2/28 - Approved
City of Cedar Falls	Zoning Ordinance Amendment	Terminology Updates	2/14 - Introduction 2/28 - Approved
John Deery Motors	Dallas Drive	Vacation of Dallas Drive Right-of-Way	Approved
KBKR Investments, LLC	Lots 19-21 of Pinnacle Ridge First	Pinnacle Ridge Minor Plat	Approved

Group Rental Committee – Regular meeting was held on February 7, 2018 and February 21, 2018.

<u>Owners</u>	<u>Address</u>	<u>Request</u>	<u>Action Taken</u>
Wes and Shelly Prybil	824 Franklin Street	Occupancy of five (5) individuals.	Approval of two (2) individuals with stipulations.
Wes and Shelly Prybil	1609 Tremont Street	Occupancy of four (4) individuals per unit	Approval of two (2) individuals with stipulations.

Joseph and Shana Rieber	521 W 22nd Street	Occupancy of three (3) individuals per unit	Approval of three (3) individuals with stipulations.
Brent Dahlstrom (Dolly's Rentals LLC)	1422 Main Street	Occupancy of three (3) individuals per unit	Approval of three (3) individuals with stipulations.
Brent Dahlstrom (Dolly's Rentals LLC)	1604 Olive Street	Occupancy of three (3) individuals per unit	Approval of two (2) individuals with stipulations.
Brent Dahlstrom (Dolly's Rentals LLC)	2522 Iowa Street	Occupancy of four (4) individuals per unit	Approval of four (4) individuals with stipulations.

Board of Rental Housing Appeals – No meetings in February.

Board of Adjustment – Regular meeting was held on February 26, 2018.

Owners	Address	Request	Action Taken
Jensen Carpentry, Inc.	1522 Belle Avenue	Variances to allow access for a single family home to a public street.	Approved.
Craig and Deborah Gingrich	1407 Cottage Row Road	Variance and Special Exception Permit	Approved with Iowa DNR concurrence.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	2/13/18	Monthly meeting. Upcoming projects discussed. Annual CLG report reviewed for submission.
Community Main Street Design Committee	2/16/18	Reviewed proposed façade changes and new construction projects. Reviewed various proposed code changes.
Downtown Parking Committee	No Meeting	
Wellness Committee	2/7/18	Final Financial challenge details discussed.
City/CFU/GCVAC Marketing Committee	No Meeting	
North Cedar Neighborhood Association	2/12/18	Staff gave an update on the Center Street Trail project.

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College Hill Partnership

2/12/18

Discussed ordinance changes to clarify mixed uses and potentially change parking ratio.

ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc. Scheduled follow up contacts with ongoing prospects were made in February.
- Continue to maintain and schedule regular contacts with 30+/- active prospects.
- Met with several prospects potentially interested in sites located within the Northern Cedar Falls Industrial Park and provided follow up materials.
- Working with several prospects interested in sites in the Cedar Falls Industrial Park.
- Began work on amending the existing industrial park urban renewal plan, as well as establishing a new urban renewal area in south Cedar Falls.

PLANNING SERVICES:

- 265 citizen inquiries and staff responses with information/assistance.
- 20 land use permits were issued.

Number of Rental Inquiries: 35

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit, for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

OTHER PROJECTS FOR FEBRUARY INCLUDED:

- All 13 properties that are part of the flood buyout program have been purchased by the City. Demolition of all structures has been completed.
- A final paving reminder was sent to the relevant landlords with paving deadlines in March 2018.
- Postcards were sent out to remind relevant landlords of their March 2019 paving deadline.
- Staff continues to draft CBD overlay code changes and meet with Community Main Street.
- RFP to hire a consultant to conduct the Wild District nomination was sent out.
- CLG Annual Report submitted to SHPO.

**DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION/SEWER DIVISION
MONTHLY REPORT - FEBRUARY 2018**

PLANT OPERATIONS

Plant performance was very good for the month of February. All permit requirements were met for the month.

Power to the treatment plant was lost late on February 3rd for approximately two hours. Fortunately our back-up generators performed as designed and no interruption in treatment occurred.

PROJECTS

The FY18 Sanitary Sewer Rehabilitation Project Plans and Specification were approved by the City Council in February. Plans call for approximately 8,500 feet of sanitary main to be lined this year at an estimated cost of \$250,000. Bids are due on March 13th.

The Dry Run Creek Sanitary Sewer Replacement Project, Phase II, continues with boring under University Avenue and open trench work in Rownds Park from University Avenue to South Main Street. The recreational trail in Rownds Park and on the west side of S. Main Street near the dog park is impacted and will remain closed for several weeks.

INDUSTRIAL PRETREATMENT

The annual Pretreatment Report was submitted to the Iowa DNR as required. Only one non-compliance violation was noted for 2017.

BIOSOLIDS

We cycled just 216,000 gallons of liquid biosolids out of the plant to local area farm fields in February. An additional 78,600 gallons were processed and dried for disposal later. The annual Biosolids report was submitted to the IDNR and USEPA in February.

There were 1.5 tons of inorganic materials hauled to the landfill during February.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were six calls concerning sanitary sewer problems in February, one of which involved a problem with the city's main.

There were four calls for problems at a lift station. One call was for power loss at our Timber Drive lift station due to a CFU transformer problem. The power was out for approximately four hours. We were able to provide power with our stand by generator until power was restored.

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Crews cleaned approximately 5,000 feet of sanitary sewer lines. Another 660 feet of sanitary sewer lines were televised.

Crews processed one hundred eleven (111) requests to locate sewers in construction areas for the Iowa One Call system. Only thirty-three (33) were pertinent and actually required a locate.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR FEBRUARY 2018**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti along the trail system.
- Performed snowplow and shovel route operations.
- Refurbishing patio furniture for Peter Melendy Park.
- Continued with construction of Clay St. Park shelter.
- Filled holes from siren removals at 2 locations.
- Salted parking lots and sidewalk during icy weather conditions.
- Performed flood and garbage debris cleanup from ditches and parks.

ARBORIST

- Ash Street trees removals. (9 total)
- Other street tree removals. (11 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Tree cleanup and some removals at Pheasant Ridge Golf course.
- Removed multiple trees in preparations for street recon projects.
- Prepared snow equipment.
- Cleaned trees and multiple down trees at Kiwanis Park.
- Routine cleaning and maintenance of Arborist equipment.
- Snow removals operations.

CEMETERY

- Performed regular grave openings/closings and assistance with funerals.
- Snow removal operations in all three cemeteries.
- Washed, waxed, and detailed all of the cemetery trucks.
- Assisted the Arborist in the dropping of two hard maples in Fairview Cemetery.
- Ground stumps from felled trees and backfilled holes.
- Staff completed some dirt work on settling winter graves in the Cemetery.

GOLF

- Mechanic responsibility for golf maintenance equipment has ended and all the equipment was repaired for transition to golf contractor.
- Operating procedures for golf irrigation system has been documented for future reference.
- Work is beginning on updating the Cedar Falls prairies pamphlet to include all the new locations in Cedar Falls. The last pamphlet was produced in 2008.

Item G.1.d.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
CEMETERY SECTION
MONTHLY REPORT**

FOR THE MONTH OF: February Year 2018

Interments:

Greenwood	<u>1</u>
Fairview	<u>2</u>
Hillside	<u>2</u>

Disinterment:**Spaces Sold:**

Greenwood	<u> </u>
Fairview	<u> </u>
Hillside	<u> </u>

Services:

Cremations	<u>2</u>
Saturday	<u>2</u>
Less than 8 hrs. notice	<u>-</u>
After 3:00p.m.	<u>-</u>

Receipts:**Prepetual Care**

Greenwood	<u>\$ -</u>
Fairview	<u>\$ -</u>
Hillside	<u>\$ -</u>

Burial Permits	<u>\$ 3,850.00</u>
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Lot Sales	<u>\$ -</u>
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Marker permits	<u> </u>
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Deed Transfers	<u> </u>
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Total Receipts:

<u><u>\$3,850</u></u>

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR FEBRUARY 2018**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 495.30 tons of solid waste during the month of February. The 119 loads required 310.50 man-hours to complete, equating to 1.60 tons per man-hour. The automated units used 1,152.65 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.75 tons of solid waste during the month of January. The 4 loads required 32.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 26.30 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty (20) loads of refuse for the month. The containers totaled 18.92 tons and required 89.00 man-hours to complete. This operation yielded 0.21 tons per man-hour. The semi-automated collection totaled 23.89 tons and required 80.00 man-hours to complete. This operation yielded 0.30 tons per man-hour.

The total number of February container dumps was 462. Forty-Five percent (45.45%) or 210 of these dumps, were for non-revenue bearing accounts. The container route truck used 185.41 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 42 large item stops during the month and collected 3.20 tons. This required 29.00 man-hours to complete and equates to 0.11 tons per man-hour. Eleven (11) Appliances and Four (4) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 0.56 tons of yard waste curbside this month. The 3 loads required 10.00 man-hours to complete, equating to 0.08 tons per man-hour.

There are currently 7,637 yard waste accounts throughout the city.

5 yard waste carts and 7 trees were picked up this month.

The Automated yard waste collection trucks used 35.98 gallons of low sulfur diesel fuel during the month.

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TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 55 loads of solid waste to the Black Hawk County Landfill totaling 759.67 tons.

The Transfer Station accepted 217.61 tons of commercial and residential solid waste this month.

153 appliances, 110 tires, 51 television sets, and 9 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 436.46 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill or the Compost Facility.

The Transfer Station accepted 0.26 tons of commercial and residential yard waste this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of February:

Tin (Baled)	4.66 tons
Plastic (non-baled)	
Plastic (Baled)	16.79 tons
Cardboard (non-baled)	
Cardboard (Baled)	49.60 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	33.45 tons
Phone Books	
Books/Flyers	
Office Paper	6.07 tons
Plastic Bags	0.57 tons
Styrofoam	0.72 tons
Other Items Recycled for the month	
Appliances	12.14 tons
E-Waste	4.58 tons
Glass	75.49 tons
Scrap Metal	6.89 tons
Shingles	0.00 tons
Tires	3.10 tons

Revenue generated by the Recycling Center for February was \$5,133.50.

UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of February.

Plastics #1-7	3.31 tons
Cardboard	9.35 tons
Newspaper	4.43 tons
Tin	0.60 tons
Glass	2.72 tons
Plastic Bags	0.57 tons
Office Paper	1.55 tons
Styrofoam	0.23 tons
Total	22.76 tons

FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of February.

Plastic #1-7	6.29 tons
Cardboard	17.66 tons
Newspaper	7.54 tons
Tin	1.60 tons
Glass	1.68 tons
Total	34.77 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of February.

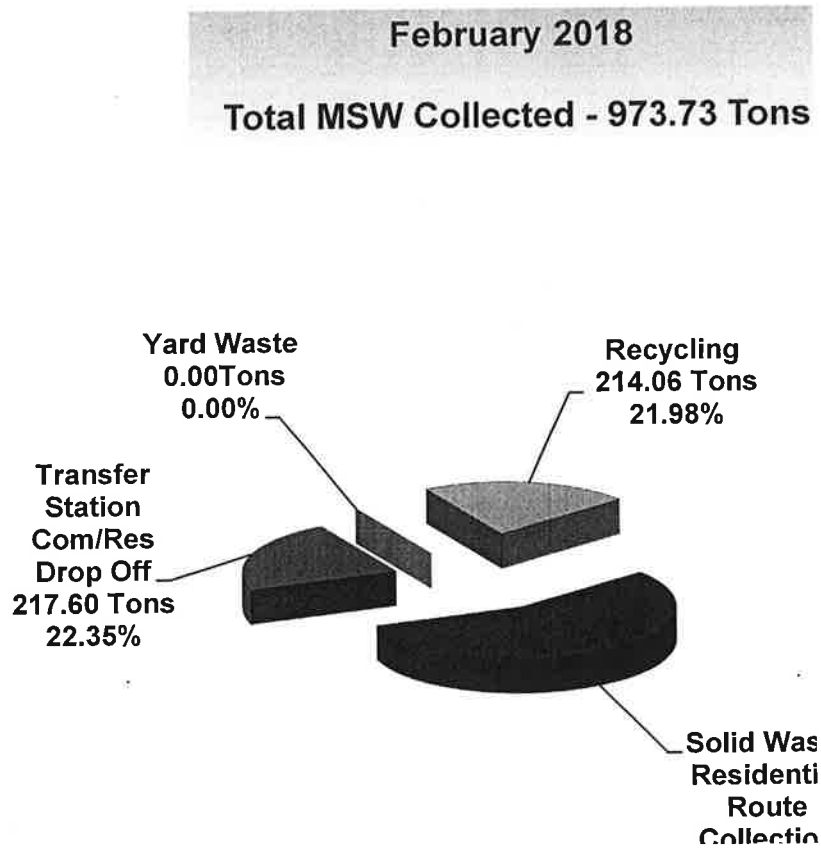
Plastic #1-7:	3.09 tons
Cardboard	10.12 tons
Newspaper	3.79 tons
Office Paper	0.82 tons
Plastic Bags	0.00 tons
Tin	1.69 tons
Glass	2.68 tons
Styrofoam	0.28 tons
Total	22.47 tons

Item G.1.d.

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 973.73 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of February 2018 for the City of Cedar Falls.



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

Refuse employees had Emergency Response and Remedial Action Plan refresher training this month.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
STREET SECTION
MONTHLY REPORT FOR FEBRUARY**

COMPOST FACILITY

- Disposed of wood mulch at a local farm.

OUTSIDE SECTION ASSISTANCE

- Assisted with transporting roofing shingles.
- Provided assistance in the fleet maintenance facility.
- Assisted with EAB tree removal.
- Constructed portable sign stands for traffic operations.
- Assisted with solid waste & recycling.

ICE & SNOW CONTROL

- Continued assorted equipment related winter weather preparation and maintenance activities.
- Manufactured salt brine.
- Checked and refilled sand barrels as needed.
- Received delivery of 1000 tons of road salt.
- Forecasts for approaching adverse weather were always monitored and preparations made based on the projected severity of the event. Equipment & manpower requirements were established and then appropriate actions were initiated.
- Removed snow from the high school, Parkade and College Hill area.
- Removed snow from municipal parking lots and cul-de-sacs.

MISCELLANEOUS TASKS

- Continued dismantling the derelict lift station at 1500 Bluff Street.
- Monitored the demolition activities at flood buy-out properties.
- Cleared brush & small trees from roadside ditches at various locations.
- During mild weather periods, street potholes were filled with asphalt coldmix.

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DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR FEBRUARY 2018

- Matt Lukehart was hired as a replacement for Traffic Operations Supervisor Joe Sobczyk who will be retiring at the end of April.
- Seventy two traffic control signs were repaired.
- Made twelve labels for vehicle maintenance.
- One hundred and eleven, One Call tickets were received. Traffic Operations responded to one ticket. MOP Department office staff completed the status on all tickets on the One Call database.
- Completed repairs to two traffic signals that were in flash along with minor repairs to four other traffic signals.
- Repaired pedestrian signal heads at 12th & Hudson.
- Repaired vehicle sensors at 1st & Magnolia and Seerley Park and Main St..
- Assembled traffic signal heads for installation by contractor.
- Contractor began replacing signal heads at Waterloo Rd & Hwy 58.
- Worked on GIS sign inventory.
- Conducted training on the signal coordination timings that were installed on the Hudson Rd corridor.
- Contractor completed the removal of two Outdoor Emergency Warning sirens.
- Located electrical lines at the Levee project and communicated with engineering for scheduled repairs and replacement of Levee and trail lighting.
- Traffic personnel assisted building maintenance with seven minor tasks.
- Completed one minor electrical repair for the Hearst center, one for the Waste Water Treatment plant, two for O&M and one for the transfer station.
- Traffic personnel attended 2 days of fire department training
- Completed annual reviews.
- Traffic personnel assisted with seven snow event operations.
- Delivered building supplies and completed recycling task at City buildings.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR FEBURARY**

The Fleet Maintenance Section processed 152 work orders during the month of February. 8 of them were either sent out or done by staff from other sections.

1,106 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

5,369.751 Gallons of Ethanol
8,799.931 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of Feburary was 14,169.682 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

202: Replaced starter.
263: Replaced leaking radiator.
230: Replaced tires and aligned.
240: Replaced lift cylinder couplers.
268: Replaced hydraulic hose and rebuilt driveshaft.
261: Replaced 5100 system with the 5100ex.
270: New truck setup.

Refuse Section

347: Rebuilt transmission at Harrison.
351: Replaced transmission ECU.
340: Replaced wiring harness at solenoid for arm assembly.
348: Replaced gripper arm valve.

Parks/Cemetery Section

2302: Replaced coil over plug igniters.
2139: Replaced angle cylinder.
2162: Replaced fuel pump, transmission output shaft seal and tightened glad nut.

Fire Division

FD550: Replaced tank to pump valve.
FD501: Replaced primer motor assembly and wiper arms.

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Police Division

PD17: Replaced catalytic converter under warranty.

PD13: Repaired spotlight handle.

PD20: Replaced water pump at Witham's.

PD21: Replaced catalytic converter at Witham's.

Community Development

412: Serviced truck and replaced front axle u joints.

516: Replaced blower motor and resistor.

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS / PARKS DIVISION

PUBLIC BUILDINGS

MONTHLY REPORT FOR FEBRUARY 2018

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Moved tables from Rec Center to MIRT building for training.
- Designed, built and installed ADA handicap ramp for CATV stage access.
- Mounted bodycam charging station in PD briefing room.
- Touched up paint in PD training room.
- Removed old chairs from council chambers and disposed.
- Thawed out drain from roof to side of building by chipping out ice and putting deicer down roof scupper.
- Replaced GFI outlet and wiring for drain deicing cable.
- Treated floor drains for odors.
- Replaced four door stops.
- Installed vacuum on wall in sally port.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Adjusted thermostat settings and schedules for holidays.
- Delivered janitorial supplies.
- Installed air freshener dispensers.
- Pest control services completed.

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FIRE DEPARTMENT

- Replaced broken door handle.
- Restocked cleaning and paper supplies to North Cedar station for training.
- Repaired drywall damaged from door handle.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Replaced bad bulbs in parking lot lights.
- Disassembled and removed desk from supervisor's office.
- Assembled and set up new desk in supervisor's office.
- Cleaned clay traps.
- Moved floor scrubber into building for janitorial contractor.
- Delivered eight tables from Recreation Center for an event.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Met with contractors and obtained bids for exterior waterproofing.
- 5 year inspections of sprinkler system was completed.
- Picked up floor scrubber from Martin Bros and delivered to Library.
- Delivered janitorial supplies.
- Retrofitted can lights in meeting room to LED bulbs.
- Troubleshoot heating in vestibule, reset unit and began running properly.

PUBLIC WORKS/PARKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Completed sidewalk inspections.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- 5 Year inspection of fire sprinkler system was completed and repairs to painted heads were made at 2200 Technology.
- Troubleshoot hanging furnaces in vehicles storage garage. Ordered fan motors from manufacturer.
- Built storage unit to protect building blueprints.
- Replaced belt on ERV 2.
- Repaired valve on stool.
- Cleaned storage area.
- Shoveled walks.
- Repaired urinal valve.
- Sorted used bulbs and ballast for recycling.
- Replaced thermostat on heater unit in storage building.
- Troubleshot fire alarm panel, getting several alarms a day for phone line failure.
- 5 year inspection was completed of the fire sprinkler system at Transfer Station.

Item G.1.d.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Installed TV in back hallway. Relocated exit light and installed new outlet for TV.
- Installed TV on wall next to stairwell. Extended electrical circuit from vending area and installed new outlet for TV.
- Replaced door closer on multi-purpose room.
- Completed pest control services after hours.
- Women's locker room sink drain was cleaned by contractor.
- Repaired leaky sink.
- Cleaned vestibule carpet.
- Adjusted settings to fit gym and troubleshot sensor readings.
- Replaced bad hose fitting on mop sink.
- Annual fire sprinkler system was completed.
- Repaired sink drain and replaced rotten fittings.
- Assisted IT with programming on TV's.
- Replaced safety valve on steam generator.
- Contractor replaced and relocated backflow preventer leaking in mechanical room to meet current code.
- Assisted Rec staff in removing dismantling and disposing on old jazzercise stage.
- Circulating pump was leaking on the floor. Contractor repaired and system was refilled and pressurized.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.

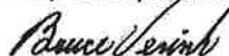
VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Met with contractors and obtained bids for interior painting.
- Replaced drinking fountain filter.

**RECREATION DIVISION
Monthly Report
February 2018**

- **Rec Center**
 - Fitness classes have gone well with no issues with over 3,400 patrons participating.
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickleball continues to be very popular so we have expanded playing time from 3 hours each day on Monday, Wednesday & Friday to include 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn watching 3 games of doubles.
 - A new fitness class is being offered at the Rec Center starting in March. The class is called "Pound" where participants transform drumming into a workout combined with cardio, conditioning, and strength. Class will start March 6 Tuesday and Thursdays @ 5:30 AM and Thursdays at 6:30 PM.
 - We had over 2,750 patrons participate in exercise classes offered in February.
 - We have two 54" TVs now mounted in the hallways to help inform patrons for upcoming events, registration, outside air temp, and other items patrons will find interesting. The new registration software offered this as a feature which could easily be utilized so we are now taking advantage of it.
- Staff has been busy working on the programs and services to be offered during the Spring and Summer months
- Staff has been busy advertising and talking to former employees about jobs openings for summer help to fill the 200 or so part time seasonal positions. Typically applications are due the end of February or the first week of March. Interviews have started and will be conducted the month of March.
- Falls Aquatic Center and Indoor pools
 - Working with the school to schedule routine maintenance at Holmes and to install a new pump and chemical controllers
 - Scheduling indoor private parties
 - Hiring staff to teach spring lessons and lifeguarding
 - Pool manager and assistant managers for the summer have been hired and are getting ready for a busy summer.
- Staff has been working with John Bermel to get golf figures from 2017. Staff will then be putting these figures on a spread sheet show golf numbers over the last 6 seasons.
- Staff has been working with John Bermel to see what golf equipment the City owns he might want to purchase per the golf agreement he signed a little over a year ago.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Item G.1.d.

Recreation Center Usage For February 2018

Members using the Facility	13,817	Pickleball	238
Non-Members using the Facility	1,190	Racquetball/Wallyball Hrs	104
Child Care	201	Racquetball League	72
Aerobics/Fitness Classes	1,344	Birthday Party Bonanza	40
Circuit Weight Training	78	Indoor Park	488
Exercise Trial	37	Karate	110
Cardio Cycling	480	Tumbling	114
Personal Trainers	184	Basketball 1 st & 2 nd Boys & Coed	345
HIIT & Kick	63	Meeting/Tours/Rental	950
Yoga	645	Steam Room Usage	691
Zumba	92	Massages	48
Rock On	125		
		TOTAL	21,456

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	8	12 th Grade & Under	2
Adult	66	Adult	11
Senior Citizen	17	Senior Citizen	2
Family Pass	98	Child Care	6
Corporate Family	5	Racquetball	2
Corporate Individual	3	Towel	13
Towel Usage	633		
Credit Card Usage	\$58,488.75	Leisure Link Registration	\$16,242.00
Daily Fees		Racquetball	\$36.00
Admission	\$6,898.00	Exercise Tryout	\$185.00
Child Care	\$17.50		
Towels	\$42.75		

Swimming Pool Passes (Winter)

Family	51
Individual	52
Youth/Senior	7

Fitness Passes Sold

1-month	6
4-month	15

Youth Programs

5 th & 6 th Boys Basketball	660
4 th , 5 th & 6 th Girls Basketball	81
3 rd & 4 th Girls Basketball	72
1 st & 2 nd Boys Basketball	345

Swim Club	1,875
Pool Parties	55
SCUBA	23

Adult Programs

Volleyball Leagues	546
Basketball Leagues	224

Pickleball	238
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Recreational & Lap Swim

488

Rentals

Pool Parties	2
Beach House	0
Ball Fields	0

Shelters	1
Equipment	0
Recreation Center	9

CEDAR FALLS RECREATION DIVISION
February-18

ADULT EXERCISE	
Circuit Weight Training	
TTh 4:30 pm	14
TOTAL	14
Cycling	
MWF 8:00 am	9
TOTAL	9
Rock On Monthly	
MWF 5:40 am	12
TOTAL	12
TOTAL ADULT EXERCISE	35
ADULT SPORTS	
Volleyball League-Mixed - Monday	27
Volleyball League-Women's	9
TOTAL ADULT SPORTS	36

Item G.1.d.

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report February 2018



Projects:

- Met with ZLR Ignition to plan the spring advertising campaign that will include approximately \$1,000/month for Native and Facebook Carousel advertisements and Google Search Optimization. Ads will target adult consumers with a primary demographic of women 35-54 and a secondary demographic of people 35-54 in Iowa (excluding Cedar Falls and a 30-mile radius of Cedar Falls), southeast and south-central Minnesota and southwest Wisconsin. Creative will feature “Picture-Perfect Biking”, “Perk Up Your Weekend”, and “Upgrade Your Girls’ Getaway”.
- Put a marketing plan together for the Cedar Valley Pedal Fest that will include posters, brochures, yard signage, Facebook ads, and 93.5 radio ads.
- Arranged for a welder to repair the Horse and Rider sculpture at the Visitor Center
- Attended UNI Recruitment Fair –741 visitors
- Conducted annual evaluations for all staff
- Provided input related to City Pay Plan Project
- Exploring options to improve on-line calendar of events
- Exploring ways to start promotion of the new meeting space at the Hilton Garden, Diamond Event Center and new Cedar Falls Conference Center
- Continued involvement with Cedar Falls Authors Festival planning committee
- Showcased at UNI Up Close, x2 –2,526 visitors
- The Cedar Falls Tourism and Visitors Bureau board approved grants for the UNI Women’s Club Ultimate Frisbee Tournament, Iowa Museum Association Conference, and additional advertising with unused marketing grant funds.
- Distribution of visitor guides spiked dramatically with the Iowa Tourism Office and US Travel Association’s Plan for Vacation Day promotions.

Highlights from Becky Wagner:

- Exploring hosting Cedar Rapids Follies production at the Gallagher-Bluedorn Performing Arts Center.
- Arranging itineraries for two overnight motor coach groups
- Scheduled volunteers to staff the visitor center on weekends
- Supplied volunteers and hotel information for Iowa High School Bowling Tournament
- Supplied registration assistance and on-site hospitality for Hawkeye Farm Show – estimated 18,000

Highlights from Linda Maughan:

- Managed Little Village co-op ads for Cedar Falls and Waterloo Visitors Bureaus and seven other advertisers. This has become complicated with make-goods and busy partners.
- Wrote newsletter/blog articles about FIRST Robotics Competition; Shop, Eat, Repeat; Vintage Soul; Bikes & Breweries
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau. Also managed social media for Trails.
- Updated web pages
- Continued to add to and manage our photo library
- Managed a co-op ad for Bread & Butter and ads in Our Iowa, Midwest Living – Best of the Midwest, AAA Living in Iowa and Wisconsin, Silent Sports, Minnesota Trails, The Iowan, Iowa Tour Guide, and American Road Magazine.
- Coordinated visitor guide mailings in fulfillment for advertisements. 4,318 were mailed in February.

Highlights from Deb Lewis:

- Gathered attraction attendance figures
- Managed gift shop

- Tabulated statistics for monthly report
- Managed redesign of trails web site
- Improved presence on Bike Iowa web site
- Provided content for Have Fun Biking Iowa edition

Highlights from Vicki Bailey:

- Researched and published Hospitality Highlights x4
- Managed the on-line calendar of events
- Posted event information to our electronic digital message board
- Submitted events to AAA Living online calendar, Travel Iowa and Chicago Tribune
- Updated listings on Travellowa.com
- Gathered content for Currents

Meetings/Events:

- Megan Offerman, Wartburg student
- TVB staff x1
- Hearst staff x3
- MOP staff x2
- Eastern Iowa Tourism Association board
- Emily Berte, potential intern
- Cedar Valley Sports Commission board
- Cedar Valley Non-Profit Association Explore-a-Ganza
- Cedar Basin Music Festival board
- Friends of the Hearst board
- Sturgis Falls Celebration board x2

Other events we assisted with:

- Cedar Falls Authors Festival event x2
- Iowa Soccer Association Boy's Indoor Championships –2,800 visitors
- Volley in the Cedar Valley CoEd Volleyball Tournament –353 visitors
- Iowa Games Fat Bike Race – 57 total spectators and riders
- Brad Paisley Concert

Respectfully Submitted,



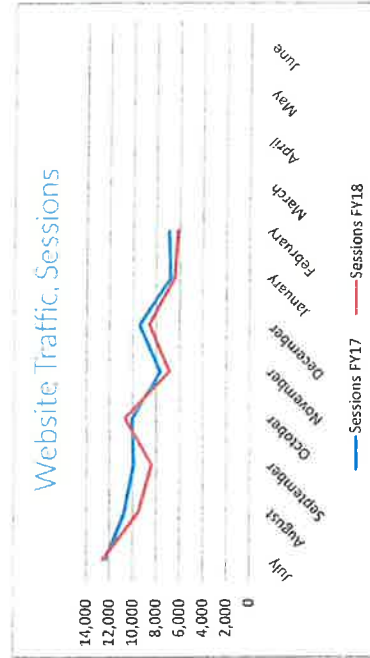
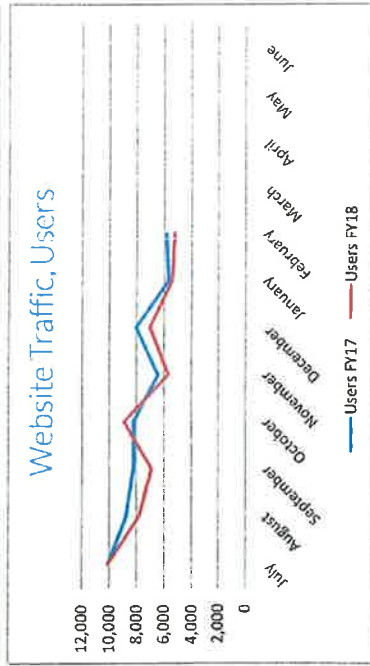
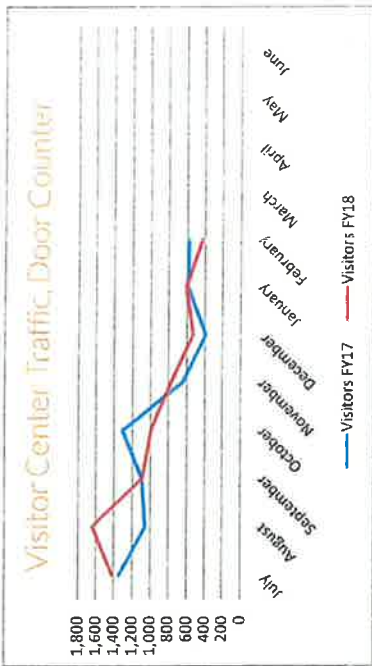
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Item G.1.d.

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	888	766	528	606	425					7,447
VC Walk-In (only Non-Local Visitors) FY18	323	424	277	339	110	114	69	93					1,749
VC Walk-In (Door Counter) FY17	1,341	1,056	1,095	1,308	649	392	588	583	813	1,293	2,271	2,106	13,494
VC Walk-In (only Non-Local Visitors) FY17	497	302	354	310	143	64	90	111	151	271	312	439	3,044
Email/Website	29	19	14	16	22	20	30	23					173
US Mail	0	0	0	0	0	0	0	0					2
Phone	92	142	139	154	71	57	98	130					883
HOW HEARD ABOUT US - If offered													
Friends / Family	0	3	0	1	1	0	1	1					7
Other (eg. Postcard mailing, ads, web/FBook)	0	1	6	0	2	0	0	1					10
Signage	9	6	4	0	0	2	0	0					21
Advertising	0	0	0	0	0	0	0	2					2
Trade / Consumer Show	0	1	0	0	0	0	0	0					2
SERVICES PROVIDED													
Attended a Meeting/Rental	70	161	140	126	173	114	101	63					948
Bureau Business	124	172	181	239	134	109	146	179					1,284
Group Tour Info	0	0	4	1	4	0	2	1					22
Hotel/Restaurant	7	0	0	0	0	0	0	0					7
Relocation	3	3	3	15	1	0	0	0					28
School Project	0	0	1	30	0	0	1	2					32
Special Event	9	1	2	0	0	0	2	0					14
Trail User	99	58	36	26	22	4	8	5					258
UNI	10	24	9	8	13	11	7	6					88
VC Amenities including Restroom	690	772	604	591	267	143	190	222					3,479
ADVERTISING LEADS													
Iowa Travel Guide / Website	700	350	372	245	187	126	430	4,318					6,728
EITA Travel Guide	0	0	0	2	0	0	0	0					2
AAA Living	0	0	0	0	94	245	45	0					384
Iowa Tour Guide (group leads)	19	6	18	17	8	12	17	33					130
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	539	1,066	1,766	639	898	569	6,296	5,174	0	0	0	0	16,947
VG Mailed Out (Individual)	25	368	384	257	298	375	488	4,343					6,538
VG Bulk Distribution (Local)	215	627	713	367	499	192	2,343	809					6,765
VG Bulk Distribution (Non-Local)	60	0	120	0	100	0	3,450	0					3,730
Relocation	104	11	24	15	1	2	15	7					179
Welcome Bags	135	60	525	0	0	0	0	15					736
Total Trail Guide Requests	185	307	360	327	140	18	856	314					2,607
WEBSITE TRAFFIC													
Users FY18	10,074	7,809	6,880	8,907	5,646	7,028	5,409	5,227					56,978
Users FY17	10,062	8,773	8,224	8,228	6,439	8,030	5,674	5,802	8,175	8,200	7,760	10,311	95,678
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189					69,160
Sessions FY17	12,318	10,736	9,963	10,072	7,641	9,425	6,813	6,961	9,988	10,061	9,562	12,907	116,437
Page with Top Views	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	
Top Referral Site	m.Facebook.com	m.Facebook.com	TravelIowa.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	
SUBSCRIPTIONS													
Travel News (consumer newsletter)	315	324	326	347	343	345	361	359					
What's News Blog	98	97	97	99	101	106	117	117					
Hospitality Highlights (partner newsletter)	487	491	506	506	507	518	523	524					
SOCIAL MEDIA FOLLOWERS													
Facebook (Followers)	7,099	7,145	7,262	7,328	7,398	7,478	7,663	7,845					
Instagram	722	742	759	763	792	829	873	907					
Twitter	3,452	3,480	3,502	3,529	3,550	3,558	3,579	3,602					
Pinterest	470	472	473	478	477	478	481	481					
Google+	29	29	29	29	29	29	29	29					
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	426	110	246	270	110	120	161	212					1,655
Student / Intern Hours	0	1	18	10	16	4	163	148					359
Enjoy Hours - Visitor Center	108	102	97	79	88	88	79	65					706

Envoy Hours - Special Event/Rapp Station	27	4	8	6	69	0	0	0	59	173
MISC.										
Groups in Conference Room	2	9	10	6	7	7	11	9	9	61
Motor Coach Group in CF	1	0	0	0	1	1	0	0	0	3
INCOME										
Gift Shop Sales	\$713.50	\$974.51	\$425.93	\$349.40	\$529.70	\$805.51	\$299.70	\$239.76	\$4,338.03	
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$705.00	\$300.00	\$175.00	\$4,840.00	
Host Motor Coach @ VC or Step Guide	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	



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CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | February 2018



MAJOR HIGHLIGHTS

Held a very successful and well-attended Valentine's Day event.
Mounted two new exhibitions in the galleries.
Received excellent gift of work by Gary Kelley from local donor.
Accessioned a variety of works including two large drawings by Barbara Fedeler, into the permanent collection.
Concluded our Winter classes and workshops.
Release our Spring catalogue of exhibitions, workshops and public programs.

PUBLIC EVENTS/PROGRAMS @ The Hearst

Red Herring Theatre's *One in the Chamber* Performance, Feb. 1
Hearst Film Series screening, Feb. 6
Hearst Digital Archive presentation by Dr. Jim O'Loughlin, Feb. 14
18 WOMEN exhibition opening reception, Feb. 14
Songbook Trio performance, Feb. 16
NAMPTA Student Scholarship Performances, Feb. 16
Final Thursday Readers Series, Feb. 22

MEETINGS

Cedar Falls Art & Culture Board
Cedar Falls Public Art Committee
Friends of the Hearst Board
Marketing Sub-Committee of Art and Culture Board
Collections and Exhibitions Sub-Committee of Art and Culture Board
Cedar Falls Authors Festival Planning Committee

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Conducted annual reviews for Emily Drennan and Abby Haigh.
- Attended Supervisor Drug and Alcohol Training.
- Met with City leadership regarding Hearst Center goals and priorities.
- Conducted 3 month review of Lea Stewart.
- Met with Darrel Taylor, UNI Gallery Director, to discuss possible loan of artworks for exhibition.
- Met with Director of Blanden Museum in Ft. Dodge during visit to Hearst.
- Assisted staff with JDQs in preparation for Pay Plan Study.
- Attended Cedar Valley Nonprofit Assoc. marketing workshop with Abby Haigh.
- Attended Hearst exhibition opening for *18 WOMEN* and special guest lecture with Jim O'Loughlin.

- Met with Wendy Bowman, Chair of Friends of the Hearst, to discuss donor retention and plans for 2018 capital campaign.
- Met with Jim Kerns, Pres. Of Art and Culture Board, to discuss goals and priorities.
- Attended and presented at monthly Art & Culture Board, Public Art Committee , and Friends of the Hearst meetings.
- Attended Collections and Exhibitions sub-committee meeting to review proposals, work donations and permanent collection acquisitions.
- Met with Angela W. from UNI Art Education program to discuss student involvement and speaking to UNI FYS students about arts careers .
- Attended Cedar Valley Arts Initiative Steering Committee meeting.
- Collaborated with CF Rec Center staff to create new program: Yoga at the Hearst.
- Continued to work on streamlining financial procedures and account descriptions.
- Assisted with gathering of information and blurbs for Currents publication.
- Met with Steve Carignan, Director of Gallagher Bluedorn, to discuss student internships, collaborations and visit to his Arts Administration course.
- Met with marketing sub-committee of the Art and Culture Board to discuss marketing options and priorities; need for updated website, etc.
- Met with Sheri Huber-Otting to further discuss and solidify plans for PedalFest ride.
- Met with family of deceased donor with Emily Drennan to pick-up an artwork donation.
- Attended Collections and Exhibitions sub-committee of Art and Culture Board.
- Attended Pay Plan Study meeting at the library with Hearst staff.
- Collaborated with Blake A. from the Gallagher Bluedorn to create special workshop "Shadow Masters" at the Hearst in conjunction with a show at the GB in early April, *Feathers of Fire*.
- Met with Verbakens to discuss exterior of building / facia renewal.
- Met with two local artists.
- Worked with Abby Haigh on further design of new digital eNews.
- Worked with Education Coordinator to write listing for Education Assistant, distributed listing.
- Worked with Lea Stewart to approve council bills, dailies, timesheets, etc.
- Worked with Emily Drennan to approve acquisitions, etc.
- Worked with all staff on general cleaning/recycling/refiling of boxes of old files.
- Led weekly staff meetings for Hearst staff.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Created mailing lists for multiple mail projects.
- Recorded donations and membership dues in Past Perfect.
- Generated & mailed thank you letters for donations and memberships .
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Processed petty cash receipts, vendor payments, and reimbursement requests.
- Greeted patrons and assisted in finding and signing up for classes.
- Generated invoices and processed payments for Northstar.
- Tracked down deposit information for memorials and membership money given by Friends group and deposited with the City.

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- Entered classes into Max Galaxy and reserved class spaces for future events.
- Printed labels for and helped address marketing postcard.
- Entered council bills, card transactions and payroll.
- Researched membership recruitment, retention and billing cycle procedures to increase membership.
- Generated reports from AS-400 for staff members as requested.
- Made weekly reports on the status of membership and class enrollment.
- Updated Past Perfect with corrected addresses and created mailing lists.
- Updated trackers for volunteer information & Friends transactions.
- Entered rentals into MaxGalaxy for easy tracking and payment.
- Emailed monthly expenditure reports and bi weekly payroll reports to Kim Manning.
- Greeted and tracked visitors and groups coming to see the galleries.
- Answered many questions on the phone and in person about upcoming events.
- Handled gift shop transactions and answered customer questions about merchandise.
- Daily handled opening and closing procedures, including writing up instructions for new procedures that accompanied the new exhibition.
- Worked with other front desk staff to create a work schedule that met the demands of spring break and other events happening in March.
- Worked with Peggy Frost at the Rec Center to track down account credits recorded on Class software before MaxGalaxy.
- Discussed different techniques for mailing out renewal notices and got price quotes for additional materials.
- Reviewed and helped edit new spring brochure before it was sent to the printer.
- Updated the financial report for the Public Art Committee meeting.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Develop informational signage for "YOU GET IT EVEN IF YOU DON'T GET IT," an exhibition of images of the Cedar Falls Public Art Collection featuring artist's maquettes.
- Prepare photographic prints; design and install in Dresser-Robinson Gallery the prints, color and title panel, signage, and supports for three-dimensional pieces; arrange lighting.
- Develop informational signage for "18 WOMEN," an exhibition of work from the Hearst Permanent Collection that was made by woman artists such as Alma Held and Mary Snyder Behrens.
- Curate selection of works and prepare for exhibition in the Dahl-Thomas Gallery; design and install works, title and artist panels, signage, and supports for three-dimensional pieces; arrange lighting, seating, and info table.
- Submit exhibition-related content for spring brochure and CURRENTS publication.
- Prepare agendas and minutes and other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Prepare custody forms and deeds for donors of artwork; update this activity in database.
- Review policies related to collecting and preserving works of art at the Hearst.

- Prepare agendas and minutes for the Collections Committee; schedule a meeting; present matters to the group for recommendations.
- Work with the Cultural Programs Supervisor on issues related to the Hearst.
- Evaluate needs and opportunities for exhibitions as a gallery slot opened in the Dresser-Robinson Gallery later this spring.
- Send out information to art teachers in Cedar Falls Community Schools related to the Hearst's annual K-12 exhibition.
- Attend planning meeting of the Cedar Falls Authors Festival (CFAF).
- Attend the opening reception of "18 WOMEN."
- Meet with family members of a longtime supporter; pick up bequest of art.
- Attend meeting of CFAF subcommittee to plan closing ceremony.
- Assist with clear-out/organization of Nancy Price Meeting Room.
- Attend pay plan study presentation at the library.
- Meet with all staff weekly.
- Perform extensive updating in art registration database.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated and oversaw several public events including: Red Herring Theater presentation of *One in the Chamber*, Jazz with Steph and Tom performance, public presentation and discussion of the Hearst Digital Archive, Final Thursday Reader Series open mic and featured author, and Hearst Film Series presentations.
- Booked two rentals
- Worked with Abby to get out the word about a photography club opportunity for Friends for February.
- Women in Art Opening Feb 14
 - Worked with Jim O'Loughlin to talk after opening.
 - Worked with Caterer for food
- Wrote up three rental contracts for upcoming events in 2018
 - Two graduate parties
 - One wedding
 - 3 tours of facility for rentals
- Wrote up 2 professional services contracts
 - Caterer for event
 - Musician for event
- Local Food and Film Festival March 3
 - Met with Jodie, the coordinator, twice about planning.
 - Discussed event planning with staff
 - Worked on signage
 - Job descriptions on the day of event
 - Worked on Floor Plan Maps for placement of vendors
 - Helped with cleaning of Nancy Price room
 - Worked with the city to borrow more tables
- Continued working on a Thursday night in July Patio music series.

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- Attended a meeting with the Education Coordinator at the Western Home. We discussed upcoming event attendance and art classes with the Activity Directors.
- Pedal Fest- (we are calling our ride "Pedal to the Metal" Public Art Tour) worked on the route plans for Cedar Falls.
 - Attended the monthly Pedal Fest meeting
 - Worked with Darrel Taylor at UNI on the maps for the UNI part of the bike ride
- Worked to secure 2 licenses to show the Artist Documentaries "Finding Vivian Maier" on March 6th and "Loving Vincent" on March 15th.
- Events in March for Women's History Month continued planning.
- Sourced 3 volunteers for 2 events
- I managed the volunteers for both events
- Combined they worked a total of 6.5 hours
- Wrote thank you cards for volunteers
- Attended the weekly staff meetings
- Developed the agenda items for the Friends Board Meeting
- Attended the Friends of the Hearst Board meeting
- Reviewed materials for upcoming events in March, April and May
- Met with Stephen Gaies again about the Holocaust remembrance ceremony on April 11th.
- Continued developing the Art Exhibit tours with the Director.
- Helped with the UNI Art Appreciation tour for the Ed Coordinator.
- Attended the meeting at the library about the pay plan.
- Worked with a professional Sound person from UNI to make the Mae Latta sound system better.
- Worked with presenters and musicians in Mae Latta for the AV set up.
- Worked on content for the spring brochure.

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys.
- Attended Marketing Meeting up 2/14
- Meeting with Meredith Toy from the Courier, 2/15
- Set up Marketing Committee Meeting for 3/2
- Worked with graphic designer on projects: spring 2018 brochure, spring break postcard and Empty Bowls poster.
- Exhibitions: sent content for 18 WOMEN gallery guide/labels/vinyl, YOU GET IT, EVEN IF YOU DON'T GET IT, Cedar Falls Public Art labels/vinyl to graphic designer. Picked up labels/gallery guides from city hall and vinyl from Signs & Designs. Picked up plexi label covers from Regal Plastics.
- Print: Sent spring 2018 brochure content to Parkade Printer, sent spring break postcard content to Karen's Print Rite/picked up.
- Food & Film Festival: created indoor signs, ordered/picked up outdoor signs from Karen's Print Rite and ordered Hearst logo stamp from Sandees for education activity.

- Added spring brochure events/education/exhibitions to V&T web calendar.
- Exhibitions: Sent content/worked with graphic designer on design on 18 WOMEN gallery guide/labels/vinyl, YOU GET IT, EVEN IF YOU DON'T GET IT, Cedar Falls Public Art labels/vinyl.
- Press Release: 18 WOMEN/ YOU GET IT, EVEN IF YOU DON'T GET IT, Cedar Falls Public, Jim O'Loughlin Digital Archive and Food & Film Festival.
- Mail Chimp: created content/graphics/sent/added email subscriptions for February E-News Campaign and Valentine's E-News Campaign.
- Created 18 WOMEN virtual exhibition for website.
- Reprinted additional Empty Bowls posters.
- Continued to enter additional POS/Gift Shop into Max Galaxy .
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Printing at City Hall: materials for events, publicity, and education.
- Gift Shop: continued researched new vendors (pottery, journals, books, jewelry, youth/adult misc. items).
- Continued to research Hearst Gift Shop display cases, fixtures, and jewelry case. Created content/graphics/posts for social media.
City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, and services.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Coordinated partnerships via email, meetings and out- reach events with community organizations.
- Attended a meeting at Western Home with Programs Coordinator Sheri Huber-Otting to discuss Hearst programs and education opportunities for residents.
- Offered art activities at Hartman Reserve's Maple Syrup Festival- two days
- Offered art activity at Local Food & Film Fest held at the Hearst.
- Partnered with the Cedar Valley Arboretum to paint gnome garden statues for their annual fundraiser.
- Partnered with the Gallagher Bluedorn Performing Art Center, met with Blake Argotsinger to offer a workshop in association with Feather of Fire performance.
- Communicated with Community Organizations to apply for Summer out-reach opportunities (Irish Fest & Sturgis).
- Communicated with the Cedar Falls Senior Center to partner with a card making class.
- Maintained partnership with Community Main Street- Attended ARTapalooza meeting
- Coordinated to offer face painting at Operation Threshold's parenting Fair
- Coordinated with the Marketing Assistant, Abby Haigh, to advertise for youth instructors.
- Interviewed and hired 3 new instructors- completed appropriate paper work.
- Scheduled staff for up-coming workshops, camps, out- reach events and classes.
- Edited new hire posting for the Education Assistant position.

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- Completed and had appropriate signatures to sign a disciplinary action for a youth instructor.
- Contributed any finishing edits to the Spring 2018 Hearst brochure.
- Coordinated with St. John's church to make ceramic plates and have instructor attend an out-reach event at church.
- Six week Youth Saturday morning classes ended, sent home class evaluations.
- Recorded last session of our Youth Drama class, Show Stoppin' emailed to parents.
- Attended the Art & Culture Board meeting as liaison for the Hearst Center, took minutes & prepared board packets.
- Attended Supervisory Drug training course.
- Attended Weekly Staff Meetings.

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Skeens". The signature is written in a cursive, slightly slanted style.

Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division

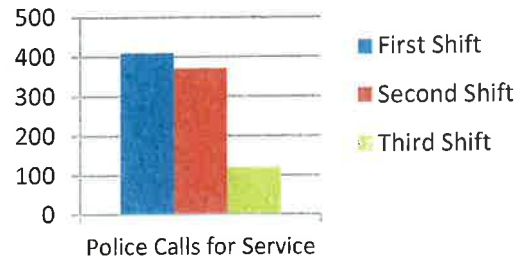
	November	December	January	February	March
ATTENDANCE					
# of Days Open to Public	22	24	27	24	
Door Counter	1356	1069	1749	1446	
Sculpture Garden (estimated)	200	150	150	150	
Average visits per day	70.73	50.79	70.33	60.25	
VISIT PURPOSE					
Exhibition (walk-in)	372	102	133	224	
Exhibition Receptions	0	53	104	40	
Meetings	73	18	52	42	
Youth Classes	15	0	642	362	
Adult Classes	92	0	134	46	
Messy Mornings	22	12	42	30	
Camps	0	0	0	50	
Birthday Parties	0	43	64	45	
Workshops	41	45	73	15	
Tours	0	0	0	30	
Rentals	25	84	37	39	
Ceramics Lab	16	9	27	30	
Public Programs	161	64	149	170	
Thursday Painters	67	89	92	87	
Volunteers / # of hours	n/a	7 / 17	2 / 6.5	3 / 6.5	
Other	672	700	200	236	
SERVICES OFFERED					
Youth Classes	4	0	16	8	
Adult Classes	7	0	20	4	
Rentals (inc. recitals, etc.)	2	2	2	2	
Community Group Mtgs	4	2	3	6	
Messy Mornings	4	3	4	4	
Camps	0	1	0	1	
Birthday Parties	0	1	2	2	
Workshops	3	6	4	1	
Tours	0	0	0	1	
Public Programs	4	8	7	6	
Thursday Painters	4	4	4	4	
Exhibition Receptions	0	1	1	1	
DIGITAL TRAFFIC					
E-News Subscriptions	1140	1153	1419	1412	
Facebook Views	10421	9210	8270	8110	
Facebook Followers	1459	1469	1476	1498	
Facebook Event Listings	8	11	8	8	
OFFSITE SERVICES					
Offsite Education Encounters	30	377	0	0	
Offsite Education Programs	1	3	0	0	
Community Committee Mtgs	2	1	4	7	
MEMBERSHIPS					
Total Friends Memberships	166	169	174	171	
New/Renewed this month	48	33	25	34	
PRESS					
Newspaper	2	2	2	5	
Radio interviews, ads	41	2	0	0	
Press Releases	2	2	1	4	
Ads, other	2	1	1	3	

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DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT FEBRUARY 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	410	370	119
Traffic Stops	41	121	102
Arrests	19	16	21



FIRST SHIFT – Captain Jeff Sitzmann

- All officers attended monthly in-service training which consisted of Combat Medical and Active Shooter. First Shift Officers Gavin Carman and John Zolondek served as two of the instructors for the training.
- Lieutenant Brooke Heuer completed the classroom portion of the Firefighter 1 Training along with 16 other Cedar Falls Officers. The written portion of the testing will be in May.
- Throughout the month, Officers gave extra attention to area convenience stores. Cedar Falls, Waterloo and Evansdale have all taken reports of Armed Robberies at convenience stores at various times of the day.
- Officer Preston Russell continued Field Training on First Shift Patrol.
- Officers took several reports of vehicles being Burglarized throughout Cedar Falls. In many of the cases, unlocked cars were gone through and valuables were stolen. During one incident, a stolen gift card was used at an area store. Officers were able to obtain video and identify the suspect. The suspect was tracked down and we were able to collect physical evidence which tied him to a vehicle Burglary. He was arrested for the offense.
- First Shift arrested one subject for 3rd Degree Theft and Fraud. On several occasions, the suspect deposited empty deposit envelopes into ATM machines and then withdrew cash. Officers were able to obtain video and identify the suspect.
- First Shift Officers enforced the 48-Hour Parking Ordinance in all portions of Cedar Falls north of 12th Street. Twenty vehicles were found in violation of the ordinance and received parking tickets. Five of those vehicles were towed the following day.
- Officers responded to a Disorderly call in which a subject was followed home by a male in a vehicle. When the victim parked at his house, the suspect got out of his car and threatened the victim with a hammer. Officers located the suspect vehicle and the driver was arrested.
- Officers responded to numerous Traffic Accidents due to icy roads. One of the accidents involved a jack-knifed truck and trailer at the Highway 218 / Highway 57 / Highway 58 interchange. This required traffic to be rerouted for approximately one hour.
- Officers handled a weapon call at a Cedar Falls apartment complex on February 20th. It was reported that a juvenile pulled a knife on a subject during a dispute. Officers investigated and seized a knife and a machete. The case is still under investigation.
- Officers responded to a traffic problem at Hudson Road and Viking Road. A semi was disconnected from the trailer and the trailer was in the middle of the road blocking traffic. Another truck eventually arrived and moved the trailer.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers conducted follow-up on a series of gas drive-offs from The Music Station. As a result, a female subject was identified and charged with three counts of Theft 5th.
- Officers conducted follow-up on a Theft case from Menards involving the theft of several electronic tablets. As a result a subject was identified and charged with Theft 3rd Degree.
- Officers assisted with security at a planned protest near the Cedar Falls Hy-Vee. Approximately 60 protestors met in the area of University Avenue and Valley Park Drive, protesting the Governor's plans to cut additional University of Northern Iowa (UNI) funds. Officers did not witness any issues and the crowd dispersed after about an hour.

- Officers conducted follow-up on a Hit and Run Accident after locating the vehicle the night before. Officers placed a boot on the run vehicle due to the driver not being located and the vehicle being found in a position that did not make towing it possible. Officers made contact with the driver, who admitted he had struck the victim vehicle and left the scene. The run driver was issued several citations.
- Officers were involved in a short pursuit after an Off-Duty Deputy reported the suspicious vehicle. Officers attempting to stop the vehicle learned that it was rented and was not to have left the state of Florida. Due to traffic conditions, Officers were not able to safely pursue the vehicle and searched the area for it. The vehicle was not located.
- Officers had to tase a subject who was out of control at his parent's home. The subject had broken windows, closet doors and a TV in the home. Family members also claimed he had assaulted them, however no one was injured. When Officers arrived the subject was non-compliant and was attempting to get a knife. He had to be tased to gain compliance. He told Paramedics and Officers on scene that he planned to slit his throat.
- Officers arrested a subject for Driving While Revoked.
- Officers following-up on a Theft case from the Cedar Falls High School arrested a juvenile subject for Theft 3rd.
- Officers arrested a male subject for Theft 5th, after following-up on a case. Officers learned the male subject used a counterfeit bill to pay for food at McDonald's.
- Officers arrested a male subject for Public Intoxication and Criminal Mischief 5th Degree. The subject was drunk at the Social House and punched a hole in the wall.
- Officers were called to Von Maur for an adult female shoplifter. The female was charged with Theft 3rd Degree and Trespassing.
- Officers arrested a female subject for Operating While Intoxicated (OWI) 1st Offense.
- Officers were dispatched to the report of a Burglary in progress in the 2100 block of West 1st Street. Upon arrival, Officers learned a male subject was going through the storage area of the condo complex. A male subject was arrested and charged with Theft 4th after locating him with property from the building.
- Officers were dispatched to the report of a Theft from Kohl's. Upon arrival a female subject was arrested for Theft 5th.
- Officers were dispatched to the report of a vehicle parked in the roadway at 6th Street / Washington Street. The vehicle was towed after Officers were unable to locate a phone number for the owner. A short time later, Officers received a report of a male banging on a door in the 700 block of State Street. The male was insisting he lived at the residence. He was arrested for Public Intoxication.
- Officers initiated a Traffic Stop in the area of 4th Street / Catherine Street for an Equipment Violation. Officers immediately smelled the odor of burnt Marijuana coming from the vehicle. Officers searched the vehicle and a male juvenile was arrested for Possession of Marijuana.

THIRD SHIFT – Captain Mark Howard

- Officers were called to the Casey's General Store on University Avenue at midnight for an Armed Robbery. The subject had a handgun and was gone before Officers arrived. Investigations Unit was also called-in.
- Officers were called to the trailer park on Clair Street for a deceased person.
- Officer was called to North Division for a vehicle that was off the roadway and running. One subject was arrested for Operating While Intoxicated (OWI).
- Officers were called to an Assault in progress in the area of the 1100 block of College Street. Officers located a male and a female. Further investigation found that there was no Assault and that it was a verbal argument. The two were separated and sent their separate ways.
- Officers responded to a Single Vehicle Accident on Highway 58 just south of Highway 57. A driver lost control of their vehicle on the slick roads and ran into the guard rail. It was a minor Personal Injury (the driver hit their head). The driver was transported to the Hospital for a check-up due to a head injury.
- Officers conducted a Traffic Stop in which the driver was arrested for Operating While Intoxicated (OWI).
- Officers conducted a Traffic Stop in which the driver was arrested for Operating While Intoxicated (OWI) and the passenger was cited for Open Container.
- Officers responded to a Single Vehicle Accident on Highway 58 by Greenhill Road. The driver had left their vehicle at the scene and had not reported the accident. Evidence at the scene suggested that the driver of the vehicle had been picked up by another vehicle. Officers attempted to make contact with the

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Registered Owner, but could not. The vehicle was towed and an Accident Report is waiting to be completed pending notification from the driver of the vehicle.

- Officers conducted Bar Checks on College Hill and on Main Street.
- Officers called to a Disorderly at Gold Falls. Both roommates had been drinking and were intoxicated. One reported the other put their hand over her mouth to prevent her from waking the neighbors. She apparently bit his hand. Neither had injuries.
- At the beginning of Shift, Officers assisted Second Shift as they were all called to a fire at a residence on Beaver Ridge Trail.
- Officers called to the Christie Apartments for a report of subjects arguing. Both parties were intoxicated and advised. Female half left for the night.
- Officers responded to an accident with Injuries in the 1800 block of West 18th Street. Two Vehicle Accident where one vehicle T-boned the other. Both drivers declined medical attention.
- Had an accident reported at the Music Station where the driver drove his blazer into the stack of wood in front of the building. The wood then shattered the front window to the business. Minor damage to the vehicle.
- Called to a person threatening suicide in the College Hill area. Officers made contact and advised the third hand report as false and the subject was not a threat to herself or others.
- Officers assisted a subject who had overdosed.
- Officers were called to several vehicles in need of assistance due to the deep snow.
- Officer made a Traffic Stop and made an Operating While Intoxicated (OWI) arrest.
- Officers assisted with a subject at Hillcrest Apartments who overdosed on alcohol and pills.
- Officer assisted with a missing child from a residence on West Ridgeway Avenue.
- Officers were called to Suds for a disorderly subject. Subject was gone before Officers arrived.
- Officers called to an intoxicated subject sitting on another's car, the subject had left in another vehicle by the time Officers arrived.
- Officers were called to the Christie Apartments for a subject dancing in the parking lot. Subject was later taken to the Hospital for overdose issues.
- Officers were called to a residence on West 18th Street for subjects at the residence smoking Marijuana. When Officers arrived the subject had left. One subject, who had left his Marijuana and ID behind, was located at Kwik Star and charged with Intoxication, Possession of Controlled Substance (POCS), and Trespass.
- Officers responded to a large underage party at a residence on Clearview Drive. A female juvenile had broken into her grandparents' house while they were out of town. The juveniles fled upon arrival of other family members. Charges are pending on the female juvenile for Trespass and Possession Under Age.
- Officers responded to a 17 year-old female who had intentionally overdosed on pills at a residence on West 3rd Street. The female voluntarily went to the Hospital.
- Officers responded to an Assault at Little Bigs. The suspect fled prior to Officers arrival.
- While conducting a Bar Check, Officers noticed a fight inside Little Bigs. A male was arrested for Public Intoxication.
- Officers responded to a Burglary in progress at a residence on College Street. A male damaged a door trying to enter an apartment. The suspect was determined to be the tenant of the apartment who was drunk and locked himself out of the apartment.
- Officers responded to the Country Inn Hotel for two guests having problems with each other. One guest got a different room so they could be separated for the night.
- Officers responded to Social House for an Assault. A male was interviewed and later arrested for Assault Causing Bodily Injury.
- Officers investigated a Hit-and-Run Accident at 3rd Street / Main Street. There are no suspects.
- Officers called to an Assault victim. Female reported be Assaulted by her father on Green Creek Road. After an investigation and speaking with both parents it was determined there was no Assault.
- Officers did 48-Hour Snow Violations in Area 3. Cited 18 cars for 48-Hour Violations.
- Received multiple complaints of underage drinking in Sharkey's. Officers did a Walk-Through at 2330. Officers went back through at 0110 and the first two subjects they ID were minors. One was arrested for Intoxication. Two were cited for Minor In Possession (MIP).
- Assisted Black Hawk County Sheriff Office (BHCSO) with a pursuit that started at Hudson Road / Erik Road. Vehicle was a stolen Dodge Ram. Owners live in Cedar Falls, but the truck was stolen from out of

the county. Will be working with the Sheriff Office for a possible connection to our recent string of vehicle burglaries. Information was passed on to Investigations.

- Began the Shift assisting Public Works with snow removal. Moved several vehicles from Downtown and College Hill.
- Towed four vehicles for 48-Hour Violations and cited same.
- Officers dispatched to the Extended Stay for a report of a Drug Violation. Investigation determined the Reporting Party was attempting to use Law Enforcement to Harass an ex-girlfriend. The Reporting Party called earlier to report the new boyfriend as a driving intoxicated. Officers did a walk-through at the Extended Stay and found nothing out of the ordinary or out of place.
- Arrested a female for Operating While Intoxicated (OWI).
- Officers dispatched to a female subject twice for complaints about her and her boyfriend. One call the boyfriend was transported to Sartori Hospital after falling on the ice.
- Officers assisted in locating and returning a Runaway juvenile back home.
- Officers took a report of three cars that were Vandalized in the 1200 block of Washington Street.
- Officers were dispatched to a fight at Sharkey's. Reporting Party reported being Assaulted by another.
- Officers were dispatched to the Black Hawk Hotel for a Domestic Assault / Disorderly guest. Guest left for the night.
- Officers responded to a report of a subject threatening people with a knife. First report was three people with knives looking for a fight. Arrested one for Intoxication and Disorderly.
- Arrested a female at Kwik Star for stealing three hot dogs in her purse. She was also charged with public intoxication.
- Officers responded to a subject trying to hang himself on a swing set in his back yard. He was transported to the Hospital.
- Traffic Stop on Center Street. Officers detected Marijuana, so searched the vehicle and found quantity of Marijuana under the car seat. Juvenile male driver was arrested. Search of the passenger, a male subject and found Marijuana gummies in his coat pocket. Both subjects were arrested and charged with Possession of Marijuana. Searched the vehicle for the missing firearm and were unsuccessful.
- Officers dispatched to Mirch Masala Grill restaurant for a report of a Burglary. While employees returned to the business to retrieve some property they interrupted a subject burglarizing the business. Subject left the business with cash. He was later arrested for the burglary.
- Officers called to an intoxicated female in the area of 13th Street / Clay Street. Female rang the doorbell and asked where she was. She was located a couple blocks away urinating in a front yard. She was arrested and charged with Intoxication. A search of her backpack and Officers discovered a quantity of Marijuana. Female charged with Possession of Marijuana and Public Intoxication.
- Officers dispatched to the area of Melrose Drive and Valley Park Drive for intoxicated subjects stumbling in the area. Officers located a 15 year-old male. His Preliminary Breathe Test (PBT) was at 0.235 Blood Alcohol Content (BAC). Juvenile male charged with Public Intoxication and later released to his mother.
- Officers were called for a Sexual Assault. The report came from a roommate of the victim. The roommate stated that she heard noises coming from the victim's bedroom and she went to look in on the victim. When she entered she found a male having sex with the victim. An investigation was started and the case is on-going.
- Officers were called to VooDoo Lounge to assist with a female that was sitting in the corner of the bar threatening to kill herself. Officers found the intoxicated female, and she went voluntarily with Paramedics.
- Officers were called to Kwik Star for two males passed out in a vehicle. The male operating the car was brought to the Police Department where he was administered a Breath Test for a .02 Violation.
- Officers made an Operating While Intoxicated (OWI) 3rd Offense arrest in the area of Washington Street and 1st Street.
- Officers were called to Tony's La Pizzeria on Main Street for an unconscious male. The employees found the male passed out while they were closing. He was arrested for Public Intoxication 2nd Offense.
- Officers were called for a Disorderly by a female that had locked herself in the bathroom of her home. When she got home that night, she found a male passed out in her home. The male has a No-Contact Order in place with the female as the Protected Party. The male tried to break-in the door to the bathroom. Officers arrived on scene and the male was arrested.
- Officers made an Operating While Intoxicated (OWI) arrest at 18th Street and Highway 58 overpass.

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- Officer made a Traffic Stop at University Avenue and Highway 58. The Officer arrested the driver for Operating While Intoxicated (OWI) 2nd.
- Officers were called to an accident in the McDonald's Parking Lot on Main Street. Officers arrested one of the drivers for Driving While License Suspended (DWLS) and No Insurance.
- Officers were called to the north lot of the Police Department for a Road Rage incident. The second vehicle was not located.
- Officers were called to a residence on West 15th Street for a possible overdose. Subject was taken to Hospital.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes was on a panel discussion with new volunteers for Riverview reference Sexual Assaults.
- Investigators were called in to assist Third Shift with an Armed Robbery at Casey's General Store on University Avenue. The suspect entered the store and demand money. During the Robbery a handgun was displayed. The suspect left the store with an undetermined amount of cash. There were no injuries during the Robbery.
- Captain Hayes attended the Family Children's Council H.R. Meeting.
- A male subject was arrested for Second Degree Robbery in connection with the Dollar Tree Robbery that occurred on 12-26-17. Evidence shows that the male subject entered the store and demanded money. During the Robbery mace and a knife were displayed. He had been arrested earlier in the week for the Kay Jewelers Robbery, in which a knife and mace were also used.
- Two Investigators attended Public Safety Officer (PSO) Training from 02-05-18 through 02-21-18.
- An Investigator attended the Black Hawk County Area Investigator's Meeting.
- Captain Hayes attended an executive board meeting for the Family Children's Council.
- An Investigator went to Marion to pick-up a computer from a case that had to be forensically tested. It was brought back to Cedar Falls and placed into evidence. Case will be sent to County Attorney's Office for review.
- Two Investigators attended a meeting at the Waterloo Police Department reference recent robberies in both cities.
- Investigators met with County Attorney reference Homicide case.
- AN Investigator assisted Second Shift Officers on the report of a Missing Child from Orchard Hill School. The child was later located at A to Z Daycare.
- Captain Hayes attended Child Protection Center Board Meeting.
- An Investigator attended an interview of a witness (child) at the Child Protection Center. The witness may have information of a Sexual Abuse that the Investigator is working.
- An Investigator attended the monthly meeting at the Child Protection Center (CPC) to conduct case reviews.
- Investigators conducted tobacco re-checks of four businesses that sold tobacco to underage individuals in January. None of the businesses sold tobacco products to the underage individual.
- Investigators assisted First Shift with an Assault that occurred at a residence on West 8th Street.
- Investigators followed-up on MR Guns attempted Burglary.
- Investigators followed- up on Mirch Masala Grill Burglary (800 block of West 23rd Street). The Burglary was reported to Third Shift Officers at about midnight.
- Two Investigators were called in to assist Third Shift with a Sexual Assault. The assault occurred in the 800 block of West 20th Street. The investigation continues.
- Captain Hayes and Officer Ladage attended a Safety Meeting at Cedar Falls High School.
- Captain Hayes attended the Sturgis Falls Board Meeting.

Case Information For Month:

- Cases Assigned: 10
- Cases Closed Inactive: 5
- Cases Closed Exceptional: 0
- Unfounded: 1
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest/Warrant: 5

School Resource Officer (SRO):

- On 02-01-18, Officer Ladage conducted two classroom presentations to Southdale Elementary Sixth Graders reference Drug Abuse.
- On 02-05-18, Officer Ladage conducted a class discussion on Bullying to a Fourth Grade class at Hansen Elementary.
- On 02-06-18, Officer Ladage conducted a classroom presentation to a Sixth Grade class at Hansen Elementary reference Drug Abuse.
- On 02-07-18, Officer Ladage conducted a classroom presentation to a Fourth Grade class at Southdale Elementary reference Bullying.
- On 02-09-18, Officer Ladage conducted a classroom presentation to Fourth Graders at Cedar Heights Elementary reference Bullying.
- On 02-09-18, Officer Ladage conducted a classroom presentation to Sixth Graders at Cedar Heights Elementary reference Drug Abuse.
- On 02-12-18, Officer Ladage conducted six classroom presentations to Health Classes at Cedar Falls High School on Drug Abuse.
- On 02-13-18, Officer Ladage conducted four classroom presentations to Health Classes at Cedar Falls High School on Drug Abuse.
- On 02-15-18, Officer Ladage conducted Violent Intruder Training at Valley Lutheran School.
- On 02-16-18, Officer Ladage conducted four Search and Seizure Classes at Cedar Falls High School.
- On 02-19-18, Officer Ladage conducted Violent Intruder Training scenarios at Valley Luther School.
- On 02-21-18, Officer Ladage had a parent meeting with concerns over a student's behavior.

CSI / Investigations:

- During the month of February, Officer Belz continued purging property associated with closed cases from 2013.
- Property from 149 closed cases from 2013 were destroyed.
- Twenty-one items of property were released to their owners.
- Three items of physical evidence were processed in the Crime Lab.
- Thirteen items of Marijuana evidence were processed in the Crime Lab.
- Three pieces of evidence were taken to the State Crime Lab for processing.

Crime Scene Investigations:

- Officer Belz assisted Third Shift Officers and Detectives with a convenience store Robbery on University Avenue.
- Officer Belz assisted First Shift Officers with Burglaries to several units at a storage facility on Westminster Drive.
- Officer Belz assisted Second Shift Officers with a gun store Burglary on Roosevelt Street.
- Officer Belz assisted Detectives with processing a stolen vehicle connected to the gun store Burglary.
- Officer Belz assisted Third Shift Officers and Detectives with a Sex Assault investigation on West 20th Street.

Evidence / Property:

- Evidence entered: 75
- CD's entered by Officers: 112
- Attorney requests (not video): 3
- Attorney video copies: 90
- Evidence tested for outside agencies: 0
- Property held for safekeeping: 1

POLICE RESERVE UNIT – Lieutenant Martin Beckner

- On February 2nd, Reserve Officers assisted with a protest at Hy-Vee where the Governor and other dignitaries were present for an event.
- On February 8, 14, & 20th, Reserve Officers attending "in-service" training with career Officers. Members of the Iowa National Guard provided training on Tactical Medical Response to field trauma. Officer Ladage gave a PowerPoint presentation on the upcoming March Active-Shooter training.
- Angie Lindley was hired as a Reserve Officer with a start date of February 10, 2018. She attended Module "A" Training at Hawkeye Community College for State of Iowa Certification on February 10 & 11th.

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- Reserve Officer Sterrett is still on medical leave.
- Reserves worked 17.0 hours of "on-duty" POC time this month.
- Throughout the month, Reserves Officers conducted ride-time on Second and Third Shifts, and assisted with various duties including prisoner transport. The use of Reserve Officers allowed career Officers to focus on high priority calls and investigations instead of lower priority calls.
- In the month of February, the Reserve Unit logged a total of 115.5 hours of ride time and training. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	28.00
Brown	0
Buck	14.50
Burg	15.50
Clark	0
Cross	10.00
Erickson	0
Griffin	8.00
Husidic	8.25
Jaeger	12.00
Lindley	15.00
Sterrett	FMLA
Wright	4.25
TOTAL:	115.55

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- National Crime Information Center (NCIC) Recertification Exams.
- Documents have been submitted for future Training.
- In-Service Training was: Tactical Medicine Response and Active Shooter Prep.
- Officer Neymeyer is in her 3rd Phase of Field Training Officer (FTO) on Second Shift.
- Officer Russell is in his 3rd Phase of Field Training Officer (FTO).
- Officer Madsen is in his 3rd Phase of Field Training Officer (FTO).
- Officer McNamara completed an on-line class for Cellebrite.
- New Officers Nolan Young, Kevin Hernandez, Adam Hancock and Admir Babic completed training and will be starting Field Training Officer (FTO) early March.
- Lieutenant Smith attended a 16- hour Leadership Course held in Ames, Iowa.
- Police Department Supervisors attended a one-hour Reasonable Suspicion Training at City Hall.

POLICE RECORDS – Lieutenant Tim Smith

- Transmission of all TRACS based reports / forms to the state, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officer.

Item G.1.d.**POLICE STATISTICS:**February 2018Total 2018

Group A Crimes

Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	1	3
Forcible Sodomy	0	0
Forcible Fondling	0	1
Robbery	1	4
Assault	10	20
Arson	0	0
Extortion / Blackmail	0	0
Burglary / B&E	10	14
Theft	31	87
Theft / Motor Vehicle	1	4
Counterfeit / Forgery	1	4
Fraud	3	10
Embezzlement	0	1
Stolen Property	1	2
Vandalism	9	19
Drug Offenses	7	22
Porn / Obscene Material	0	0
Prostitution	0	0
Weapon Law Violation	0	1

Group B Crimes

Theft by Check	0	0
Disorderly Conduct	7	17
Operating While Intoxicated	8	17
Public Intoxicated / Liquor Violations	8	32
Non-Violent Family Offense	0	0
Liquor Law Violation	1	2
Runaway	0	2
Trespassing	3	5
Other Offenses	2	22

Group A Total:	75	192
Group B Total:	29	97
Total Reported Crimes:	104	289

Traffic Accidents

Fatality	0	1
Personal Injury	6	13
Property Damage	56	107
Total Reported Accidents	62	121

Driving Offenses

Driving While Barred	0	2
Driving While Suspended / Revoked	2	4
Eluding / Peace Officer	0	0
Total Driving Offenses	2	6

Alcohol/Tobacco Violations	14	31
Calls For Service	1,249	2,678
Total Arrests	59	158

Item G.1.d.

CEDAR FALLS FIRE RESCUE

FEBRUARY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Green Shift):
 - One Smoke Detector Check / Installation.
- Station #1 (Blue Shift):
 - Councilmember Rob Green observed operations and training of Public Safety Officer (PSO) group while at the Station.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 46 hours of Shift Duty in February.

FIRE RENTAL INSPECTIONS – Battalion Chief Curt Hildebrand

- February Inspections: 126

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training consisted of Hazmat Recertification.
- Battalion Chief Curt Hildebrand attended a three-day Inspector School.
- Captain Derek Brown attended a two-day Winter Fire School.
- Target Solutions Training Material:
 - CAPCE - Aquatic Emergencies
 - NFPA 1001 - Fire Streams
- Fire Department Supervisors attended a one-hour Reasonable Suspicion Training at City Hall.
- Sixteen Public Safety Officers (PSO's) completed their initial Firefighter I Coursework. They will be testing in the future.
- Eight Public Safety Officers (PSO's) have started their Public Safety Officer (PSO) Training Manual at the Fire Department.

FIRE RECORDS – Lieutenant Tim Smith

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

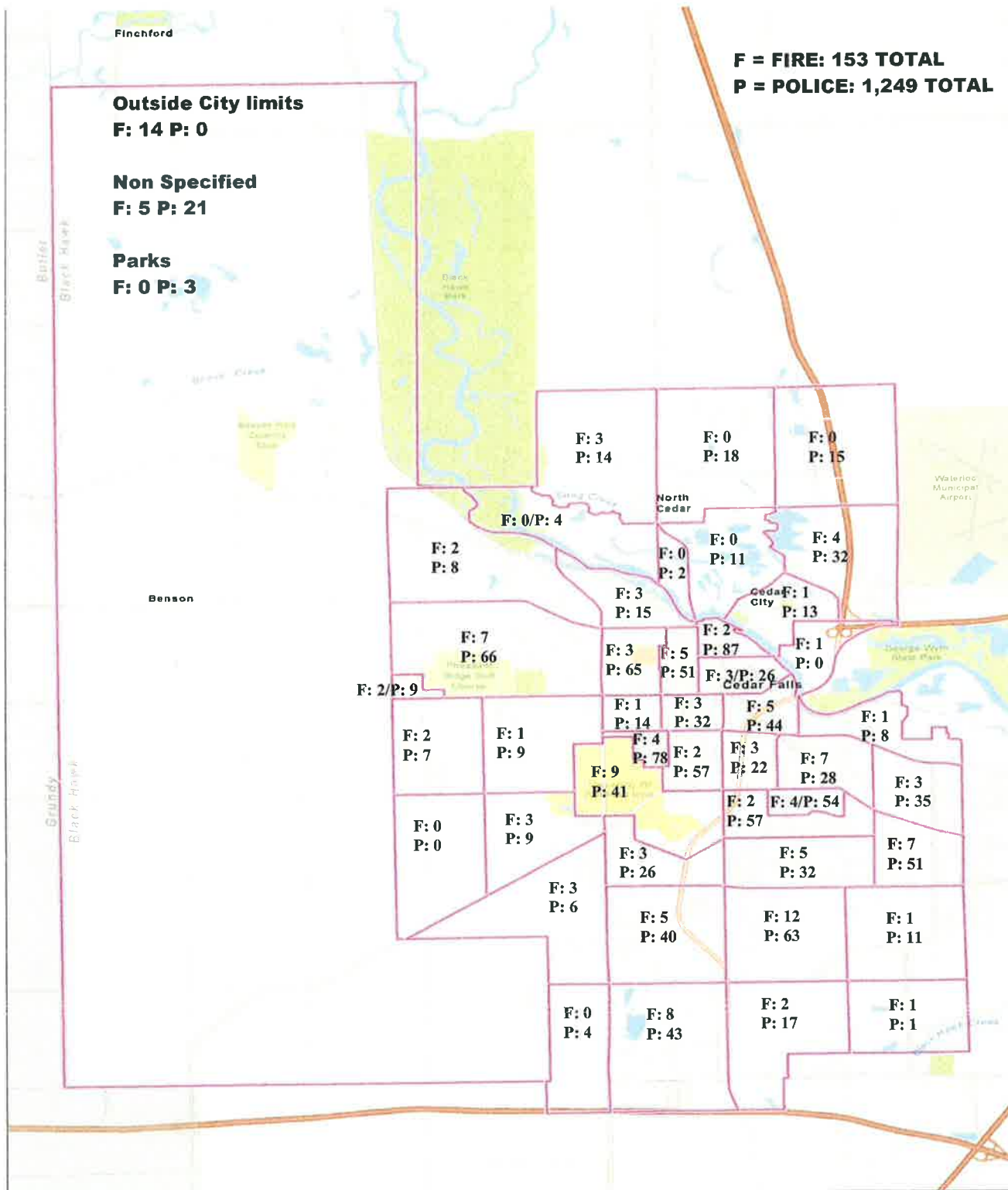
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18
Medical	88	86										
Cancelled, False Alarms, Good Intent	59	51										
Fire, Heat, Hazard, Weather Related	11	16										
Totals	158	153										

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337

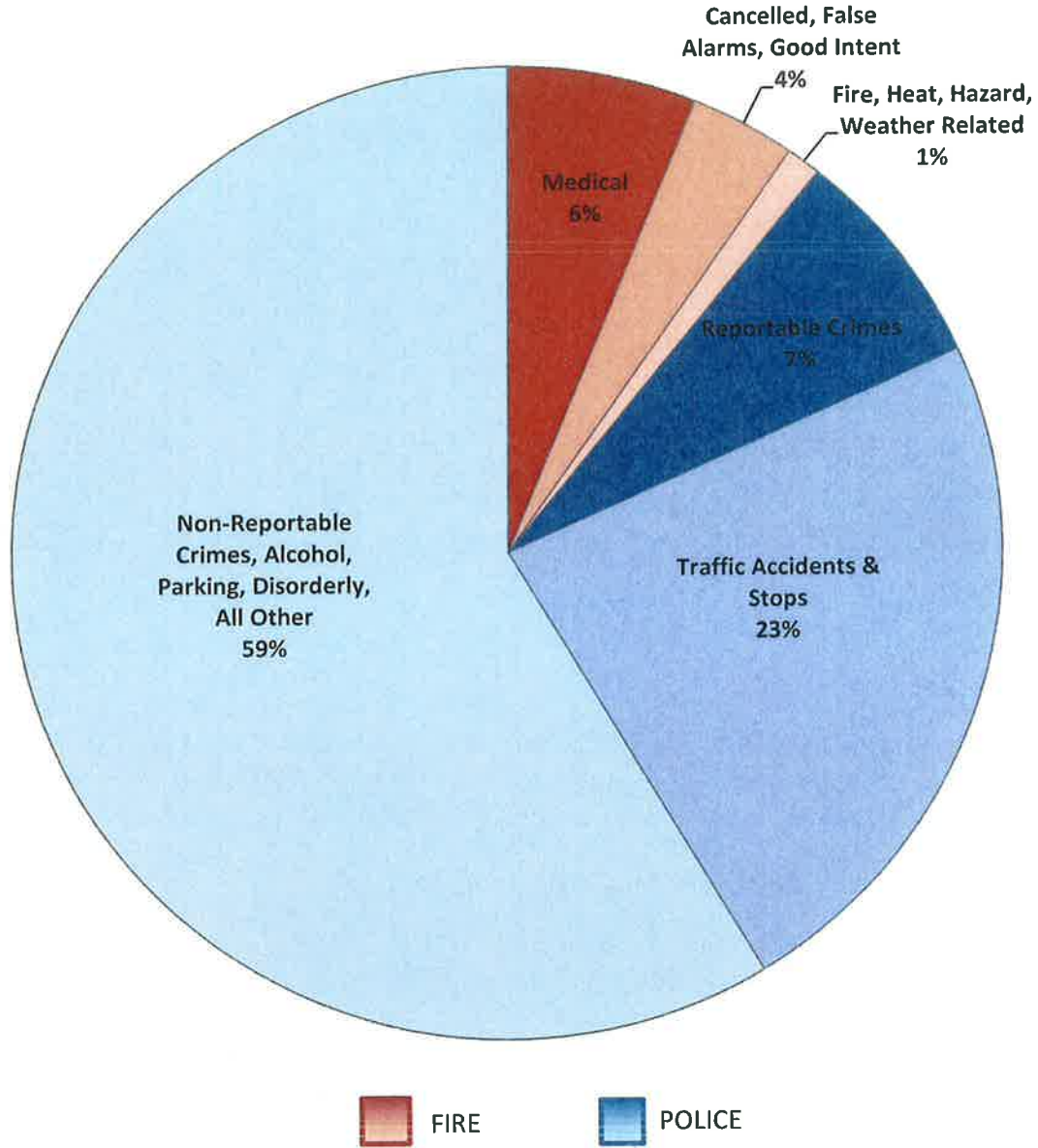
Cedar Falls Public Safety Grid Map

F = FIRE: 153 TOTAL
P = POLICE: 1,249 TOTAL



Item G.1.d.

**Cedar Falls Public Safety Experience Survey
(February)**





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: 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. 15th Street and West 16th 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
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 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 6th, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on April 6th, 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

INTEROFFICE MEMORANDUM
 Administration Division

TO: Mayor Brown and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: March 28, 2018
SUBJECT: CFU Request for Sunday Work – W. 12th St. Water Tower

Cedar Falls Utilities is planning to paint the water tower along W 12th Street. The work includes sandblasting and then painting it. CFU is requesting a temporary exemption from City Ordinance Sec. 18-74 - *Prohibited noises generally*, subsection (9) *Construction or repair of buildings, structures and streets during certain hours* to allow work to occur on Sunday. By ordinance, construction is permitted between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday. Short term requests for exceptions can be permitted by the Director of Community Development, only for a period not to exceed three days or less while the emergency continues. However, this request is to allow Sunday work for up to two months.

CFU has indicated the first part of the work will include sandblasting. This can be noisy and create nuisance dust, etc. This is a residential neighborhood and the water tower is located very closely to several houses and therefore, staff recommends only the painting work be permitted outside of the construction hours. Any other work creating nuisances of noise or dust (sandblasting, assembling/disassembling scaffolding, and the like) are not recommended outside of the permitted times.



CFU has notified the neighbors of their request and Council's consideration of this matter. CFU will attend the Council meeting to answer any questions.

CC: Jon Resler, City Engineer



March 19, 2018

SUBJECT: Sunday Work Hours

PROJECT: Recoating of the W. 12th St Water Tower.

Stephanie,

Cedar Falls Utilities (CFU) will be having the W 12th St Water Tower located at 1408 W 12th St recoated beginning April 16th, 2018. The painting contractor that has been awarded the contract is from north of Detroit, Michigan. They have requested to work 7 days a week since they will have personnel in Cedar Falls for the duration of the project. They are required to complete the project within a 60 day window. They are estimating a 4-5 week timeline for the completion of their work with the scheduled work hours of 7 am to 5 pm.

We respectfully request a temporary exemption/variance from the City Ordinance allowing the contractor to work 7 days a week while they will be in town.

Sincerely,

Travis Schrage, P.E.
Cedar Falls Utilities
Gas and Water Engineer



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: March 26, 2018
Re: Special Event Related Requests

Police Operations has received the following special event related requests and recommends approval:

- (1) Parking variance, Viking Road (Annual Trout Stocking & Children Fishing Derby), April 14, 2018.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 03-19-2018

TO: Director Jeff Olson
FROM: Lt. Kurt Schreiber
SUBJECT: Parking variance

APPROVED
[Handwritten signature]

Director,

The Cedar Valley Walleye Club is hosting a trout stocking event at North Prairie Lake off of Viking Road on April 14th at 0900 hours. This is an annual event that draws approximately 150 people. Because of limited parking in the area, they are requesting permission to allow parking on the north and south shoulders of Viking Rd from 0900 hours to 1500 hours. Club members will bag the No Parking signs and remove the bags at the conclusion of the event.

This event requires no city resources. It is held annually and has never caused any traffic issues. I recommend approval of the variance request as submitted.

Kurt Schreiber
Lieutenant, CFPD

Item G.1.h.



February 5th. 2018

Attn: Mayor Jim Brown

City of Cedar Falls

Re: Annual Trout Stocking & Children fishing Derby April 14th.2018

Dear Mayor, Public Works Director, Chief of Police and Parks & Recreation Dept.

On Behalf of the Cedar Valley Walleye Club we are planning our annual Trout Stocking event at North Prairie Lake on April 14th.2018. This has been a successful event for families here in the Cedar Valley. The Walleye Club will have a tent and gives away prizes and assist families and children who participate. The event usually has around 150 + people in attendance. This has been a joint effort between the City of Cedar Falls, The Cedar Valley Walleye Club and the Iowa D.N.R. to provide a positive Trout Fishing experience for local anglers.

Once again the Walleye Club is requesting a parking variance along both sides of Viking Rd. from the entrance of South Prairie Lake to the North Prairie Lake entrance. The time we are requesting is from 9:00 am. to 3pm. April 14th.2018. The Cedar Valley Walleye Club will take care of placing plastic bags over the No Parking signs, and then removing them at the conclusion of the event.

With help from the City, the D.N.R., and The Walleye Club we can continue to provide a fun safe and educational experience for our youth and local anglers.

Should you have any questions please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Tim Ahrens".

Tim Ahrens, President

The Cedar Valley Walleye Club

PO BOX 473

Cedar Falls, Iowa 50613 Phone 319-464-6223

For
File

History of walleye stocking by the Cedar Valley Walleye Club

Document Created December 13th. 2017

2003- 1455 fish 3.5" (45 were 8.5 ") Brinker Lake/George Wyth state park

2004- 650 fish 5.5" (20 were 10") Brinker Lake

2005- 1140 fish (Big Woods lake in Cedar Falls 790 5-9")(Dike Lake in Dike 205 9-11")

2006- 1336 Fish (Brinker Lake 5-7 ")

2007- 1300 fish (Brinker Lake 5-6")

2008- 1090 fish (Brinker Lake 1000 4-5", 90 6-10")

2009- 1300 fish (Brinker Lake 1100) (Dike 200) size?

2010 – 560 fish (Big Woods Lake 7")

2011-1000 Fish (Big Woods 600) (Dike 400) all 9"

2012- 1000 Fish (Big Woods 500) (Dike 500) 5-9"

2013- 1350 Fish (Big Woods 675) (Dike 675) 5-9'

2014- 1060 Fish (Big Woods 530) (Dike 530) 6-10"

2015- 1000 Fish (Big Woods 500) Dike 500) 4-8 "

2016- 875 fish (440 George Wyth Lake) (Dike 435) 5-9"

2017- 850 fish (425 Big Woods) (Dike 425) 4-8"

(2003-2017 14,330 Total Walleye Stocked.)

(Since 2013 we have allocated \$2500.00 to purchase Walleye, the price per fish has risen every year reflecting on the number stocked)

Tim Ahrens President,

Cedar Valley Walleye Club



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: March 28, 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) 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.



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: March 29, 2018
SUBJECT: Job Classification – Accountant Position

Attached is a job classification for the Accountant position for your review. During the FY19 budget process, council approved adding a new position in the Finance and Business Operations Department to handle various duties in the finance and the human resource areas due to increased workload. This workload is caused by various federal regulations, increased processing of city-wide personnel due to retirements and staff turnover, and other various functions handled in the department. This position also starts the process of succession planning for finance/accounting personnel.

The first step in starting the process of hiring this position is to create the job classification. You will note that it includes a variety of finance functions: audit, budget, CIP, as well as human resource functions in benefit administration. Upon approval of the job classification, we will start the next steps in the process including advertising the position. It should be noted that this position was included in the pay plan study that was recently completed.

If you have any questions regarding the job classification, please feel free to contact Lisa Roeding or myself.

**CITY OF CEDAR FALLS
Job Classification**

Job Title:	Accountant	Job Code:	341
Department:	Finance and Business Operations	Pay Grade:	9
FLSA Status:	Exempt		
Prepared:	March 2018	Adopted:	4-2-18

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

DEFINITION

To perform a variety of technical and analytical work involved in the administration of the city's accounting operations, auditing, budgeting, cash management, asset inventory, debt service, grant administration, benefit and compensation administration, and personnel management programs; and to provide highly responsible technical and administrative assistance to the Controller/City Treasurer or other Finance and Business Operations Staff.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Controller/City Treasurer

May exercise general supervision over clerical or other financial support staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES--*Important responsibilities and duties may include, but are not limited to, the following:*

Essential duties and responsibilities

1. Prepare and maintain a variety of accounting and budgeting files, reports and schedules; input and update financial data; retrieve data; run reports and distribute as requested.
2. Assist in the preparation of the annual audit, including workpaper preparation and cash to accrual adjustments.
3. Assist in the preparation of the annual budget, including workpaper preparation and capital improvements program.
4. Assist the Controller/City Treasurer in the administration of various grants received by the City and ensure compliance with the reporting requirements and grant documentation.
5. Perform a variety of technical and analytical activities related to the personnel management services and programs, benefit programs, and compensation administration.
6. Assist Controller/City Treasurer and other Finance and Business Operations staff in the supervision of the payroll process; produce periodic payroll compilation reports, including monthly, quarterly, and annual printouts; maintain files regarding employee withholdings, W-2 information and 1099 data; ensure conformance with all applicable laws, regulations and procedures.
7. Respond to questions and requests for materials and information from employees related to benefits, and other personnel programs.

Item G.2.a.

8. Assist Controller/City Treasurer and other Finance and Business Operations staff in the review and coordination of benefits, plan documents, service contracts, and policies of the city to determine appropriateness; recommend changes; work with outside benefit providers to develop most advantageous programs for city; conduct various meetings with city staff to distribute information about benefits packages, including annual open enrollment meetings; work with and assist city employees in accessing and researching benefits as needed, including preparing applications, processing forms, invoices and related materials; compile analytical reports regarding benefits claims and submit to Controller/City Treasurer; administer and monitor compliance with Family Medical Leave and Military Leave.
9. Serve as the city's group health plan Privacy and Security Officer; oversee all ongoing activities related to the development, implementation, administration and adherence to the plan's policies and procedures covering the privacy and security of, access to, amendment of, and other individual protected health information requirements in compliance with federal and state laws and the plan's privacy notices. Oversee and direct the delivery of privacy training, initial and periodic risk assessments and conduct related ongoing monitoring activities in conjunction with the city's business associates and other compliance and operational assessment functions to ensure that all privacy and security concerns, requirements and responsibilities are addressed.
10. Prepare various financial reports, fiscal statements, analyses and audits; oversee the maintenance of financial records and files.
11. Oversee and monitor the receipt of property tax revenues and other revenue sources received by the City.
12. Process changes in employee job classifications, pay rates, benefits, deductions, and other changes necessary for payroll or personnel record processing; prepare, review and adjust employee accrual computations.
13. Supervise maintenance of City-wide inventory systems and capital asset systems.

Other important duties and responsibilities

1. Participate in the work of subordinate level staff as necessary; process various financial paperwork and data; input information into the computer; access files; maintain ledgers, registers and journals.
2. Assist in the research and data collection necessary to prepare for collective bargaining discussions, mediation, fact finding or arbitration.
3. Complete compensation surveys.
4. Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

Operations, services and activities of a comprehensive financial management program.

Principles and practices of grant administration.

Principles and practices of governmental accounting and the regulations governing the reporting of municipal government financial activities.

Principles and practices of accounting, financial planning, investment planning, internal auditing and budgeting.

Principles and practices of municipal budget preparation and administration.

Operations, services and activities of a comprehensive personnel management program

Principles of personnel classification, compensation and performance management.

Principles of administration of group benefit plans and knowledge of all applicable benefit laws

Modern office procedures, methods and computer equipment.

Principles of business letter writing and report preparation.

Advanced principles and procedures of financial record reporting.

Principles and procedures of procurement.

English usage, spelling, grammar and punctuation.

Pertinent federal, state, and local taxation laws, codes and regulations.

Ability to:

Prepare and present clear and concise administrative and financial reports pertaining to governmental financial activities and planning.

Prepare and administer large and complex budgets.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply federal, state and local policies, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Follow all safety rules and regulations of the department to which assigned.

Maintain effective audio-visual discrimination and perception needed for:

- *making observations*
- *communicating with others*
- *working with numbers and financial data*
- *reading and writing*
- *operating assigned equipment.*

Maintain mental capacity, which allows the capability of:

- *making sound decisions*
- *evaluate complex financial data and information*
- *demonstrating intellectual capabilities*
- *working with numbers and statistical data.*

Effectively handle a work environment and conditions, which involve:

- *working closely with others*

Item G.2.a.

- *exposure to computer screens*
- *sensitive deadlines*
- *irregular work hours.*

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- *sitting for extended periods of time*
- *operating assigned equipment.*

Experience and Training Guidelines

Experience:

Two years of increasingly responsible experience in accounting, auditing, financial management, or a related field.

Training:

Bachelor's degree from an accredited college or university with major course work in accounting or finance.

License or Certificate

Ability to obtain, certification as a municipal finance officer from the Iowa Municipal Finance Officers Association (IMFOA) or Government Finance Officers Association (GFOA).

Status, or ability to attain status, as Certified Public Accountant preferred.

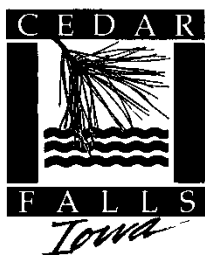
WORKING CONDITIONS

Environmental Conditions:

Office environment; exposure to computer screens; irregular work hours.

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for sitting for prolonged periods of time.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Information Technology Services Division

TO: Honorable Mayor Brown and City Council
FROM: Cory Hines, GIS Analyst
DATE: March 28, 2018
SUBJECT: Professional Services Agreement Aerial Imagery Quality Assurance & Control Testing

Attached for your review and approval is a Professional Services Agreement with Dan Corbin Inc. to provide aerial targeting of existing ground control monuments and independent accuracy testing related to the upcoming aerial photography project.

This agreement will provide the City:

- Materials and time to properly set 13 ground control targets and remove them after aerial photography has been captured.
- Independent testing for horizontal (x,y) accuracy of the aerial photography to ensure it meets the National Standard for Spatial Data Accuracy (NSSDA) specifications.
- Independent testing for vertical (z) accuracy of the LiDAR points to ensure it meets the National Standard for Spatial Data Accuracy (NSSDA) specifications.

As a Certified Photogrammetrist Dan Corbin can provide the expertise to ensure the City's deliverables meet or exceed the NSSDA standards. The deliverables are used by every department and outside agencies the City works with. It is imperative that they are tested and certified using these accuracy standards as they become the foundation for geospatial data for the City.

The Finance and Business Department recommends that City Council adopt the following resolution:

1. Resolution approving and authorizing execution of a Professional Services Agreement by and between the City of Cedar Falls and Dan Corbin Inc. for quality assurance and control testing of aerial photography and LiDAR deliverables.

These services are included in the aerial & LiDAR project budget item #101-2225-432.93-01

If you have any questions, please contact the Finance and Business Department.

Xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Julie Sorensen, Information Systems Manager
Dan Corbin, President of Dan Corbin Inc.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

*Information Technology Services Division
Phone: 319-273-8600 Fax: 319-273-8610*

PROFESSIONAL SERVICE AGREEMENT

**2018 Aerial & LiDAR Project
Cedar Falls, Iowa
City Project Number MC-000-3144**

This Agreement is made and entered by and between Dan Corbin Inc, 28 River Ridge Ln, Cedar Falls, IA 50613, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

Item G.2.b.

- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and

CONSULTANT and does not create any third party beneficiaries to the Agreement.

- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Dan Corbin

Printed Name: James P. Brown

Printed Name: DAN CORBIN

Title: Mayor of Cedar Falls

Title: PRESIDENT

Date: _____

Date: 3-23-18

Exhibit A

**2018 Aerial Imagery and Lidar Data
The City of Cedar Falls, IA
03-16-2018**

A. INTRODUCTION

Dan Corbin, Inc. (DCI) has the expertise to provide photogrammetric consulting services to the City of Cedar Falls Geographic Information System and the City of Cedar Falls (hereafter referred to in the document as "the Client") wishes to retain the services of DCI to provide such consultation services.

In mutual consideration of the promise set forth in this agreement, it is agreed as follows:

B. PURPOSE

The purpose of this contract is to provide professional Photogrammetric Consulting Services to the City of Cedar Falls as they receive delivery of 2018 digital ortho imagery and Lidar mapping products which are designed to support the City of Cedar Falls Geographic Information System.

C. SCOPE OF SERVICES

Kucera International of Willoughby, Ohio is under contract with the City of Cedar Falls to provide spring of 2018 aerial imagery and Lidar mapping data.

In support of the 2018 aerial project, DCI will provide ground control targeting on the Black Hawk County 2007 GPS control network as required by Kucera International. In addition to the targeting, DCI will be performing an independent accuracy analysis on the aerial imagery and Lidar mapping data delivered by Kucera International to the City of Cedar Falls. DCI will use the National Standards for Spatial Data Accuracy (NSSDA) as developed by the Federal Geodetic Data Committee (FGDC) to quantify the horizontal accuracy of the ortho-rectified imagery and the vertical accuracy of the Lidar digital elevation model (DEM) deliverables.

D. PHASE I (Early April 2018)

Ground Control Targeting

Based on the ground control layout provided by Kucera International, DCI will provide all the labor and materials required to set 13 aerial targets. The targets will be placed on existing Black Hawk County GPS control monuments

- Target 13 ground control points.
 - Target Type: "X" (preferred), "Y" or "T" (alternate).
 - Target Size: 5ft overall, 18in wide panels, (3,000ft AMT flights).
 - Target Material: 3 ply "Harlequin" Vinyl
 - Measure and record target offsets.
 - Capture digital picture of each target site.
 - Provide Ground Control Report to the Aerial Vendor.
 - Horiz. Datum: NAD83/NSRS2007 Iowa State Plane North Zone.
 - Vert. Datum: NAVD88.
 - Units of Distance: US Survey feet.
 - Removal of targets after the 2018 flights.

Phase I Ground Control (GC) Cost \$1,105

E. PHASE II (Late summer, early fall 2018)
Quality Assurance Analysis of the Project Deliverables

DCI will use the National Standard for Spatial Data Accuracy (NSSDA) to measure and report the horizontal accuracy of the ortho imagery and vertical accuracy of the digital elevation model (DEM) produced from the Lidar data. The NSSDA provides a step-by-step approach and sound statistical methods for measuring and reporting the positional accuracy of digital spatial data.

Briefly, the steps in applying the NSSDA are:

1. Select a set of **test points** from the data set being evaluated.
2. Select an **independent data set** of higher accuracy that corresponds to the data set being tested.
3. Collect **measurements** from identical points from each of those two sources.
4. Calculate a positional accuracy **statistic** using the NSSDA horizontal accuracy statistic worksheet.
5. Calculate a positional accuracy **statistic** using the NSSDA vertical accuracy statistic worksheet.
6. Prepare a horizontal and vertical accuracy statement in a standardized **report** form.

A data set's accuracy is tested by comparing the coordinates of points within the data set (Digital Elevation Model) to the coordinates of the same points from an independent data set of greater accuracy. Points used for this comparison must be well-defined. A minimum of twenty test points is required to conduct a statistically significant accuracy evaluation of any given area.

The mapping extents for the City of Cedar Falls will be tested as one area with a minimum of 20 independent test points. Two different NSSDA geometric accuracy tests will be performed. The horizontal accuracy of the ortho-rectified imagery will be tested to meet 1.5ft at the 95% confidence level and the vertical accuracy of the Lidar DEM will be tested to meet 19.6cm at the 95% confidence level. To meet the NSSDA requirements; field surveyed photo-identifiable test points will be utilized. A separate accuracy statement will be prepared for each accuracy test.

DCI will prepare a NSSDA horizontal accuracy statement and a NSSDA vertical accuracy statement for review by the City of Cedar Falls prior to final acceptance of the deliverables and final payment to the mapping vendor.

Phase IIa Horizontal Accuracy Analysis of Ortho Imagery Cost.....	\$ 3,850
Phase IIb Vertical Accuracy Analysis of Lidar DEM Cost.....	\$ 3,850

Item G.2.b.

F. INDEPENDENT CONTRACTOR

Nothing in this Agreement will be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

G. TERM

The services required under this Agreement shall be considered completely rendered and the Agreement terminated once the Client receives and approves the NSSDA accuracy statements. Otherwise, the contract may be terminated by either party immediately upon written notice to the other in the event of breach of the Agreement by either party.

H. TIME IS OF ESSENCE

Time is of the essence in the performance of all obligations under this Agreement.

I. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter contained in this Agreement, and supersedes and replaces any prior discussions, agreements, understandings, promises and representations whatsoever. No modification or amendment to this agreement, nor any waiver of rights under this Agreement, will be effective unless in writing and signed by duly authorized representative of each party.

J. TERMS AND CONDITIONS

The services performed for this project will be invoiced as the work is completed. The costs provided in this contract are a flat fee for the services listed and DCI will not exceed these costs. In the event the scope of service is changed by the Client and require additional work; all additional work which must be approved in advance in writing by Client, will be invoiced at an hourly rate of \$150/hr. and billed separately.

Payment terms are as follows: Net 30 days – 1.5% per month on all accounts over 30 days unless otherwise specified by the Client at the time of contract.

K. LIMITATION OF DAMAGES

In the event of the breach of this Agreement by either party, it's agents or employees, or any claim of damages by one party against the other, based on any legal or equitable claim, the parties agree that the amount of damages that may be recovered by any party shall be limited to a sum no greater than the total amount of the payments to be made pursuant to this Agreement.

L. SAVING CLAUSE

Should any provisions of this contract be deemed unenforceable by a court of law, all the other provisions shall remain in effect.

M. SIGNATURES

Dan Corbin, Inc.
28 River Ridge Lane
Cedar Falls, IA 50613
Email: dcorbin@cfu.net
Ph: (319) 268-1665
Fax: (319) 266-3398

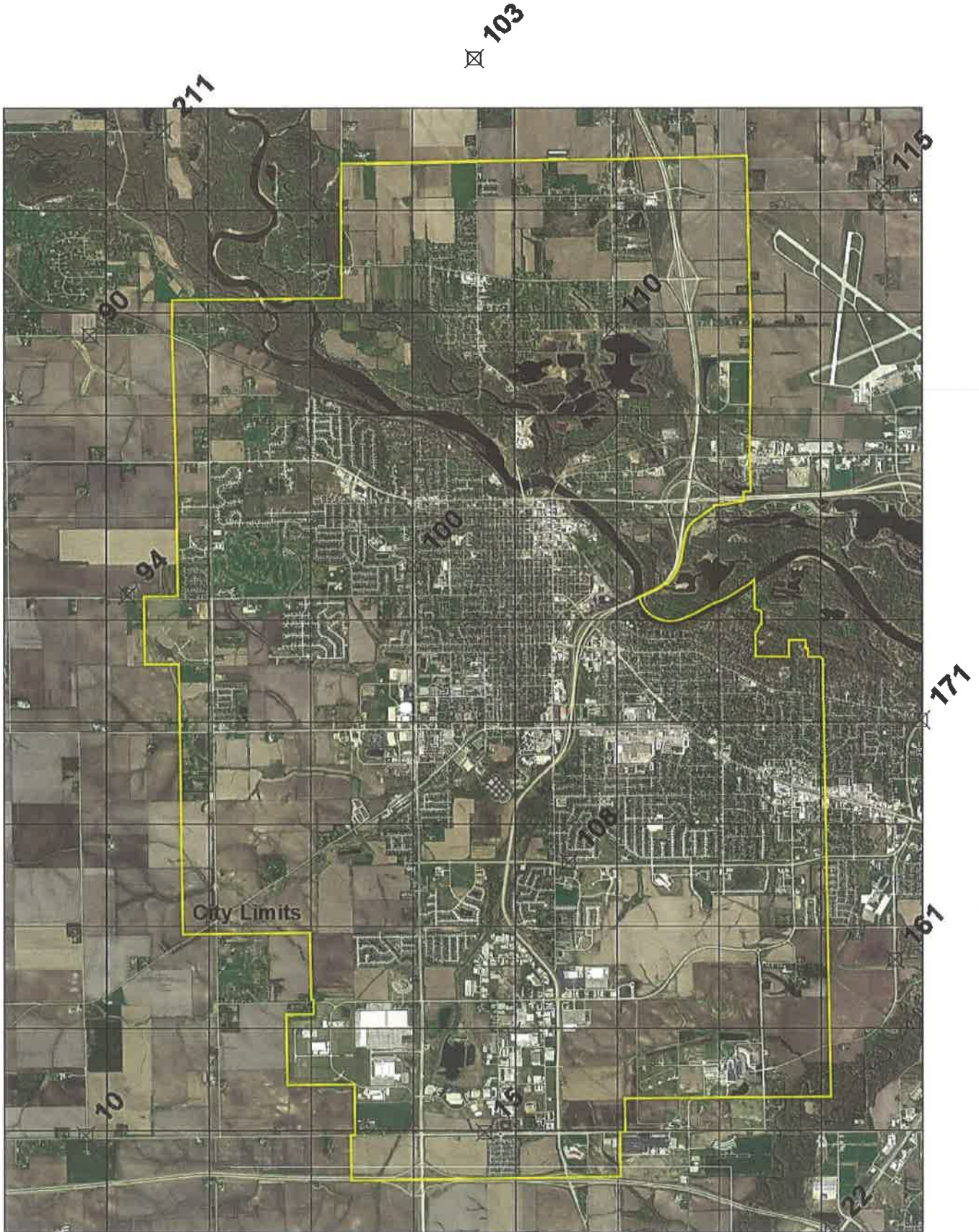
The City of Cedar Falls

By: Dan Corbin
Dan Corbin, President

By: _____
The City of Cedar Falls

Date 3-16-18

Date _____



2018 Targeting Layout

Exhibit B

**2018 Aerial & LiDAR RFP
Cedar Falls, Iowa
City Project Number MC-000-3144**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and 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.

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 represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (1 pages)

Item G.2.b.

2018 Aerial & LiDAR RFP
 Cedar Falls, Iowa
 City Project No. MC-000-3144



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 08/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brad McCuniff State Farm Insurance 1708 State St Cedar Falls, IA 50613 	CONTACT NAME: Julie Roloff PHONE (A/C, No. Ext): 319-266-7533 E-MAIL ADDRESS: Julie@bradmccuniff.com FAX (A/C, No.): (319)266-7534
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Dan Corbin INC. 28 River Ridge Ln. Cedar Falls, IA 50613	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	ENDORSEMENT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	95-BX-D437-7	07/20/2017	07/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 FIRE DAMAGE LIMIT \$ 50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	1769070181	03/17/2017	03/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		95-B1-K106-1	08/17/2017	08/17/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in IA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	95-BR-V610-0 F	05/09/2017	05/09/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Cedar Falls 220 Clay St Cedar Falls, IA 50613	CANCELLATION 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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ACORD 25 (2010/05)

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Consultant
Project No. _____

2018 Aerial & LiDAR RFP
Cedar Falls, Iowa
City Project No. MC-000-3144

Exhibit C

**2018 Aerial & LiDAR RFP
Cedar Falls, Iowa
City Project Number MC-000-3144**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Item G.2.b.

Consultant
Project No. _____

2018 Aerial & LiDAR RFP
Cedar Falls, Iowa
City Project No. MC-000-3144

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: March 27, 2018
Re: FY19 Towing Contract

The Public Safety Department has completed the bidding process for the FY19 towing contract. Two towing companies, L&M Transmission & Towing and Rasmussen Towing both bid an identical amount of \$1.00 for City paid tows. Tows requested by the City that are paid for by the vehicle owner for illegal parking, accidents or other tows are capped at \$75 per tow to ensure a fair pricing structure for the citizen. We have worked out a shared plan for the companies beginning July 1, 2018. Copies of the contracts are attached for your approval. We recommend approval of the contracts.

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this ____ day of _____, 2018, by and between (*L&M Transmission*), an Iowa corporation, a business hereinafter referred to as “Towing Company”, and the City of Cedar Falls, Iowa, hereinafter referred to as “City”.

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of

Item G.2.c.

reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of (*\$1.00 One dollar*) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
 - a. In accordance with Cedar Falls Ordinance §26-254(a) and (b), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$75.00, and for storage, not to exceed \$10.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of (*\$1.00 One dollar*), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of (*0.00 No charge*) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per

mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. **If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified**, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for “after hours” service calls. The fee for wrecker service shall be the sum of *(\$1.00 One dollar)*, whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive *(\$1.00 One dollar)* per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of *(\$1.00 One dollar)* for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully

Item G.2.c.

set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

- 10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
- 11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2018, through June 30, 2019.

Dated this _____ day of _____, 2018.

APPROVED: City of Cedar Falls, Iowa

Mayor

City Clerk

Date

TOWING COMPANY

BY: *(L&M Transmission)*

(Rodney Brandhorst), President

Date

ATTACHMENT #1

12/23/12

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- 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.

Item G.2.c.

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.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts arising out of the

professional services performed by Contractor. 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 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 and volunteers and others 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 any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, 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. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others 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

Item G.2.c.

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 any and all 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, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

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 and volunteers and others 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. 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.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
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: \$1,000,000 (Combined Single Limit)
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**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.

Item G.2.c.

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.

AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this ____ day of _____, 2018, by and between (*The Rasmusson Company*), an Iowa corporation, a business hereinafter referred to as “Towing Company”, and the City of Cedar Falls, Iowa, hereinafter referred to as “City”.

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
 - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of

Item G.2.d.

reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company will be entitled to charge the City the single rate sum of (*\$1.00 One dollar*) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
 - a. In accordance with Cedar Falls Ordinance §26-254(a) and (b), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$75.00, and for storage, not to exceed \$10.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
3. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
4. The single rate amount of (*\$1.00 One dollar*), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of (*0.00 No charge*) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per

mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

5. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. **If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified**, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for “after hours” service calls. The fee for wrecker service shall be the sum of *(\$1.00 One dollar)*, whether said service is performed by Towing Company or a substitute.
7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive *(\$1.00 One dollar)* per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of *(\$1.00 One dollar)* for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully

Item G.2.d.

set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

- 10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
- 11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2018, through June 30, 2019.

Dated this _____ day of _____, 2018.

APPROVED: City of Cedar Falls, Iowa

Mayor

City Clerk

Date

TOWING COMPANY

BY: (*The Rasmusson Company*)

(*Don Rasmusson*), President

Date

ATTACHMENT #1

12/23/12

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- 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.

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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.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts arising out of the

professional services performed by Contractor. 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 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 and volunteers and others 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 any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, 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. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others 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

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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 any and all 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, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

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 and volunteers and others 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. 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.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
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: \$1,000,000 (Combined Single Limit)
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**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.

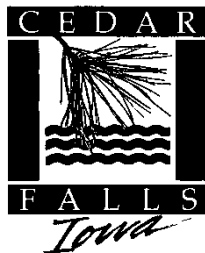
Item G.2.d.

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.



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: March 27, 2018
SUBJECT: Golf Professional Agreement Amendment

During the Committee of the Whole meeting on March 5, 2018, City Council was updated regarding the status of the privatization of the Cedar Falls Municipal Golf Courses. As you are aware, Golf Professional John Bermel has been operating all aspects of the courses since January 2017. This not only includes Pro Shop responsibilities, but maintenance of the courses.

One aspect of the original agreement was to make available to John the ability to purchase golf related city equipment that could continue to be used to maintain the 27 holes of golf. These items were shown in Exhibit "H" of the original agreement. As we have worked through the first year of privatization, it became apparent that there were additional items that could be made available to John over and above the original items. Most of these items are specific to golf course maintenance and have little value to other PW/Parks operations.

Another amendment to the agreement is removing the provision that John can purchase fuel from the City. It was recently noted that this is not a provision that can be accommodated per State of Iowa Code so John will need to purchase fuel from a private vendor.

The Department of Municipal Operations and Programs recommends that the agreement with the golf professional be amended as indicated in the attached documents. Feel free to contact me if you have questions or comments.

FIRST AMENDMENT TO OPERATING AGREEMENT FOR PHEASANT RIDGE/WALTERS
RIDGE GOLF COURSES AND PRO SHOP

Between

THE CITY OF CEDAR FALLS AND GOLF PROFESSIONAL

This First Amendment to Operating Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter “City”) whose address is 220 Clay Street, Cedar Falls, Iowa 50613, and John J. Bermel (hereinafter “Golf Professional”) whose address is Pheasant Ridge Golf Course, 3205 West 12th Street, Cedar Falls, Iowa 50613.

WHEREAS, the City and the Golf Professional entered into a certain Operating Agreement dated December 19, 2016, which established the terms and conditions whereby the Golf Professional would operate two City owned golf courses and associated facilities and equipment; and

WHEREAS, pursuant to the terms of the Operating Agreement, the Golf Professional is granted a one-time exclusive option to purchase certain golf course turf/course maintenance equipment as itemized on Exhibit “H” of the Operating Agreement at appraised value upon written notice by Golf Professional to the City; and

WHEREAS, the City acknowledges receipt of sufficient notice by Golf Professional to the City of the Golf Professional’s intent to exercise the option to purchase such maintenance equipment; and

WHEREAS, the parties have identified certain additional golf course turf/course management equipment as well as shop tools and equipment necessary for the operation of the golf courses and associated facilities; and

WHEREAS, the City has determined that it no longer has productive use of such additional golf course turf/course management equipment and shop tools

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and equipment apart from the operation of the golf courses and associated facilities and wishes to grant an exclusive one-time option to Golf Professional to purchase such additional equipment and tools at appraised value; and

WHEREAS, the City and Golf Professional agree that for purposes of ease of administration that such purchases should take place at one time, which necessitates that certain deadlines for payment of purchase price established in the Operating Agreement be revised; and

WHEREAS, the Operating Agreement further provides at Paragraph 1(c)(x) of Exhibit "B" that the Golf Professional is authorized to purchase fuel at City rates; and

WHEREAS, such arrangement is no longer necessary or appropriate given the Golf Professional's acquisition of golf course equipment, and the parties wish to eliminate that provision.

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:

1. Paragraph 11 (c) of the Operating Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

c. The City hereby grants Golf Professional the exclusive, one-time option to purchase any or all of the City's golf course turf/course maintenance equipment, itemized on Exhibit "H", and the additional golf course turf/course maintenance equipment and shop tools and equipment itemized on Exhibit "J", at their appraised value, determined by a third-party appraiser mutually acceptable to the City and the Golf Professional. This option shall be exercised by Golf Professional by giving the City written notice of the exercise of the option by no later than May 15, 2018. Golf Professional shall thereupon pay the City the appraised value of any such equipment and tools which Golf Professional elects to purchase, with payment to be made to the City by no later than July 2, 2018. Golf Professional

may also exercise an option to assume the lease of the Jacobsen rotary mower by entering into a written agreement with the owner of such equipment, which assigns the lease to Golf Professional and releases the City from further responsibility for future lease payments beyond the lease payment due May 15, 2017. If the Golf Professional elects not to take an assignment of the Jacobsen rotary mower lease, the City shall then be entitled to terminate the lease of, or sell or convey its interest in, the Jacobsen rotary mower in any manner the City deems appropriate.

2. Paragraph 11 (d) of the Operating Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof, the following:

d. Any City golf course turf/course maintenance equipment listed on Exhibit “H” or additional golf course turf/course maintenance equipment and shop tools and equipment listed on Exhibit “J” for which the Golf Professional does not timely elect to purchase from the City shall then continue to be the City’s property, but free of any rights or interests therein of Golf Professional. The City may use or dispose of any such tools and equipment as the City determines in its sole discretion at any time after July 2, 2018.

3. Paragraph 1(c)(x) of Exhibit “B” of the Operating Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof, the following:

x. Assume responsibility to pay for all fuel to operate all vehicles and equipment related to the golf operation including but not limited to, carts, mowers, trimmers, and groomers. Golf Professional shall be responsible for arranging fuel deliveries from an outside vendor, and shall be responsible for all taxes on all such fuel.

4. The City and Golf Professional hereby acknowledge and agree that all of the terms and conditions of the Operating Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Operating Agreement.

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

CITY OF CEDAR FALLS, IOWA

GOLF PROFESSIONAL

By _____
James P. Brown, Mayor

John J. Bermel

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 ____ day of
_____ 2018, by John J. Bermel.

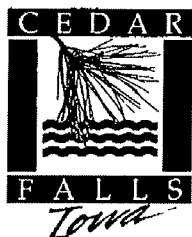
Notary Public in such County and State

Exhibit "J"

City Owned Turf/Course Maintenance Equipment

At 606 Union Road

1. Miller Welder Millermatic 250. SN LA311772
2. Oxy/acetylene torch, hoses and stand.
3. Milwaukee bench grinder on stand with 1 hp motor. SN W11-01
4. Delta Rockwell Drill press with stand. SN 15-665 1488212
5. Battery charger 50/50 amp charger with 260 amp booster. Model 6013
6. Schumacher battery charger 200 amp starter H964
7. Black and Decker Chop saw type 1 SN 24216 9517
8. Small parts washer
9. Misc. Tools - Two (2) boxes along with several kits in cabinets.
10. Case IH Tractor with loader
11. Jacobson Ranger with Spyker Spreader
12. Toro Workman 4200
13. Toro Pro Force Turbine Blower
14. Toro Pro Sweep 5200
15. Wiedenmann Gxi 6HD
16. 32872 Toro GM With Olathe Core Processor
17. Westpoint Aerifier (3 point Hitch)



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION
 2200 TECHNOLOGY PARKWAY
 CEDAR FALLS, IOWA 50613
 319-273-8629
 FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs Department
DATE: December 13, 2016
SUBJECT: Golf Professional Agreement – Privatization of Municipal Golf Courses

Over the past few months, staff has been working with our current Golf Professional, John Bermel, to renegotiate his current agreement that will continue his responsibilities to operate of the Pro Shop at Pheasant and Walter's Ridge, but also expands his duties to include all operation of course maintenance for 27 holes of golf. The attached agreement was developed to privatize the golf operation to meet the City Council goal to reduce and ultimately eliminate the deficits that the golf courses have experienced since 2005.

The agreement is generally straightforward and you will find the format very similar to what has been presented to you in the past. In addition to the fees that John Bermel obtains from operating the pro shop, all fees generated from season passes, daily play, range, food & beverage, carts, etc. will be used to not only offset expenditures for pro shop operation, but also course maintenance. In an effort to provide a smooth transition, it is proposed that John utilize the current maintenance equipment that the city owns and the city and John participate in the maintenance and repair of this equipment for the first year, and then all responsibility turned over to John starting on March 1, 2018. After the first season, John would have the opportunity to purchase existing city owned maintenance equipment (based on appraised prices and City agreement in the sale price).

The City will retain ownership of the permanent structures on the property. To accommodate for structural upkeep on buildings, restrooms, well houses and pumps as they relate to capital expenditures, the contract will require contributions for capital items with \$10,000 starting in 2018 then up to \$40,000 annually in 2020. John would be responsible for the day to day maintenance and upkeep of equipment that was part of the city golf operating budget for the facilities.

The initial contract period is for five years and can be renewed for three additional five year increments. Current PW/Park Division staff will assist with the transition in 2017.

The Department of Municipal Operations and Programs recommend that the agreement with John Bermel to operate the Pro Shop and Pheasant Ridge and Walter's Ridge golf courses be approved.

Please let me know if you have any questions or comments.

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**OPERATING AGREEMENT FOR
PHEASANT RIDGE/WALTERS RIDGE GOLF
COURSES AND PRO SHOP
between
THE CITY OF CEDAR FALLS AND GOLF PROFESSIONAL**

This Operating Agreement (hereafter the "Operating Agreement" or the "Agreement"), executed in duplicate, is made and entered into this _____ day of _____, 2016, by and between the City of Cedar Falls, Iowa (hereafter the "City"), whose address for the purpose of this Agreement is 220 Clay Street, Cedar Falls, Iowa 50613, and John J. Bermel (hereafter the "Golf Professional"), whose address for the purpose of this Agreement is Pheasant Ridge Golf Course, 3205 West 12th Street, Cedar Falls, Iowa, 50613.

WITNESSETH:

WHEREAS, the City is engaged in the operation and maintenance of the physical grounds, maintenance/storage buildings and equipment of the public golf facilities known as Pheasant Ridge Golf Course and Walter's Ridge Golf Course (collectively the "Courses"), and the Pro Shop, clubhouse and other buildings located on the Courses, including those buildings or portions of buildings located adjacent to the Courses at 606 Union Road, Cedar Falls, Iowa, as more particularly described on the document entitled, "Permission to Access Buildings, 606 Union Road," a copy of which is attached hereto, marked Exhibit "I" (collectively the "Golf Facilities"), and the City desires to engage a competent and qualified professional to operate and manage the Golf Facilities and provide all services and maintenance associated therewith;

WHEREAS, the Golf Professional has demonstrated the services of a seasoned PGA golf professional with the requisite experience and skills necessary to operate the Courses and Golf Facilities and provide the management experience that the City requires in order to maintain the past standards of competency, and quality of golf course operations in the public interest, in a cost effective, qualified manner;

WHEREAS, the parties desire that the Courses and Golf Facilities at all times be operated as a municipal golf facility to the standards to which the Courses and the Golf Facilities have been operated in past years;

WHEREAS, the public interest and welfare will be served and the Courses and the Golf Facilities materially enhanced by the granting of an agreement to a reputable party who will provide certain services as an independent golf professional to the public patronizing the Courses and the Golf Facilities; and

WHEREAS, the parties wish to memorialize their Agreement relative to the operation of the Courses and the Golf Facilities and intend to be bound by all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

1. Subject to all terms and conditions set forth herein, the City hereby grants the Golf Professional the exclusive privilege and obligation to operate the Courses and the Golf Facilities, for a period of five (5) years, beginning at 12:01 am on January 1, 2017, and ending at 11:59 pm on December 31, 2021. Golf Professional may renew this Agreement for up to four (4) successive terms of five (5) years each, by (a) giving the City a written notice of desire to renew at least twelve (12) months prior to the expiration of the term that precedes each such renewal term; and (b) by Golf Professional and the City thereafter entering into a renewal operating agreement on such terms and conditions as shall be mutually acceptable to the City and the Golf Professional.

Item G.2.e.

2. The Golf Professional may assign this Operating Agreement to an entity of which the Golf Professional is the majority shareholder. However, any such assignment shall not relieve or release the Golf Professional from personal liability to the City for the full and timely performance of all obligations, duties and responsibilities of Golf Professional under this Agreement. The Golf Professional agrees to remain personally and individually liable for all such matters at all times. If the Golf Professional elects to assign this Operating Agreement to an entity of which he is the majority shareholder, then the Golf Professional shall execute an assignment substantially in the form set forth on Exhibit "A" attached hereto, and deliver a copy thereof to the City, within thirty (30) days of the date of execution of such assignment.

3. During the term of this Agreement, the Golf Professional shall possess the exclusive right to operate the Courses and the Golf Facilities in a professional manner, and shall have all of the rights, and shall assume and perform all of the duties and responsibilities, as are set forth on Exhibit "B", which is attached hereto and incorporated herein by this reference.

4. During the term of this Agreement, the City shall retain the rights, and shall perform all of the duties and responsibilities, as are set forth on Exhibit "C", which is attached hereto and incorporated herein by this reference.

5. Either party may terminate this Agreement, for any or no reason, upon one (1) year's prior written notice to the other party, or as otherwise mutually agreed in writing by both parties, provided, however, that notice of termination given by Golf Professional shall be effective as follows:

- a. If notice is given on or after January 1 and on or before May 31 of any calendar year, the termination shall become effective as of October 31 of that year, or at the end of the golf season, whichever is later; and
- b. If notice is given on or after June 1 and on or before September 30 of any calendar year, the termination shall become effective one hundred eighty (180) days after the date of giving of the notice; and
- c. If the notice is given on or after October 1 and on or before December 31 of any calendar year, the termination shall become effective as of the later of October 31 of the following calendar year, or at the end of the golf season in the following calendar year, whichever is later.

6. In consideration of all benefits conferred upon and responsibilities assumed by the parties to this Agreement, the Golf Professional shall pay to City the following amounts from gross revenues:

- a. Year one – Zero
- b. Year two – \$10,000
- c. Year three – \$20,000
- d. Year four – \$30,000
- e. Year five – \$40,000
- f. Each subsequent year - \$40,000, unless otherwise mutually agreed in writing by both parties

The amount due the City shall be payable annually on the 15th day of October of each such year.

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7. The City may periodically inspect the Courses, the Golf Facilities, and the Golf Professional's books, records and all other documents relating to the operation of the Courses and the Golf Facilities for purposes of determining the Golf Professional's compliance with this Agreement, and to ascertain if the Golf Professional is achieving the standards established by the City in past operations of the Courses and Golf Facilities. The parties agree that all of Golf Professional's books, records and other documents relating to the operation of the Courses and the Golf Facilities are to be made available to the City only for purposes of accountability and evaluation between the parties. The parties agree that all such records shall remain the private property of the Golf Professional or his assigns, and shall not be subject to public disclosure without the express written consent of the Golf Professional or his assigns, unless any such books, records or other documents constitute public records under Chapter 22, Code of Iowa, entitled, Examination of Public Records (Open Records).

8. (a) The Golf Professional shall act as an independent contractor under this Agreement, and nothing herein or in the relationship between the Golf Professional and the City shall in any way be construed as creating an employer-employee relationship. As such, the City shall not have the right to control, and will not control, how the Golf Professional performs the services set forth in this Agreement. All individuals that the Golf Professional hires and/or assigns to perform such services, including employees, agents, contractors and subcontractors, are employed by the Golf Professional, not by the City. Such individuals are not entitled to any benefits or compensation of any kind from the City. The Golf Professional is solely responsible for paying and reporting all applicable payroll-related withholdings, taxes and insurance related to such persons. Golf Professional is solely responsible for training, hiring and supervising all such persons, and determining hours of work, work policies, procedures, rules, compensation, payment of expenses, discipline and termination of its employees, agents, contractors and subcontractors; provided, however, that the City shall be entitled to exercise limited powers of

supervision and control, in accordance with the provisions of this Agreement, over the results of services provided by the Golf Professional and his employees, agents, contractors and subcontractors, in order to assure satisfactory performance, quality of services and legal compliance where necessary and, in the City's reasonable determination, in the operation and management of the Courses and the Golf Facilities.

8. (b) Golf Professional shall be solely responsible for any and all claims made against the City by Golf Professional's employees, agents, contractors and subcontractors, and anyone acting by, through or under them. Golf Professional shall indemnify and hold the City, its elected and appointed officials, directors, employees and others working on behalf of the City, harmless against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, including reasonable attorneys' fees, and for any damages which may be asserted, claimed or recovered against the City, by reason of any claims, including without limitation, any employment-related claims, arising out of or in connection with the performance of services for Golf Professional by any third party within the scope of this Agreement. It is the intention of the parties that the City and its elected and appointed officials, directors, employees, and others working on behalf of the City shall not be liable or in any way responsible for any claims relating to employees, contractors, or others retained by Golf Professional to perform services in connection with operation of the Courses and Golf Facilities pursuant to this Agreement.

9. The Golf Professional agrees not to construct, remodel or reconstruct any part of any of the buildings which comprise the Golf Facilities without written permission from the City. Damages that result from indoor lessons at the Golf Facilities shall be the responsibility of the Golf Professional to repair.

Item G.2.e.

10. Ownership of Buildings, Building Improvements, and Equipment. The Golf

Professional and the City agree as follows:

- a. A list of all buildings and building improvements that are owned by the City is attached hereto, marked Exhibit "E," and incorporated into this Agreement.
- b. A list of all equipment which the City now owns (other than turf/mowing equipment) is attached hereto, marked Exhibit "F," and by this reference made a part of this Agreement. In the event any item of equipment listed on Exhibit "F" may need to be replaced, the determination as to whether a particular item of equipment needs to be replaced, and at whose cost, shall be as mutually agreed upon in writing by and between the City and the Golf Professional. If Golf Professional desires to purchase a new item of equipment which is not a replacement of an existing item of equipment, the cost of such new item of equipment shall be paid solely by Golf Professional, and the City shall not pay any portion of the cost of any such new items of equipment.
- c. A list of all equipment currently owned by the Golf Professional is attached hereto, marked Exhibit "G," and by this reference incorporated into this Agreement.
- d. A list of all turf/course maintenance equipment currently owned by the City and currently used for the maintenance of the Courses is attached hereto, marked Exhibit "H," and by this reference incorporated into this Agreement.

11. Turf/Course Maintenance Equipment.

- a. City and Golf Professional shall each pay fifty percent (50%) of the cost of repairs and maintenance of the City's existing turf/course maintenance equipment for the period from March 1, 2017, to February 28, 2018. The costs shall include all parts and labor, but not reel sharpening typically done at the end of the golf course turf/mowing season. This list does not include the Jacobsen HR700 14-

foot out-front rotary mower, serial #XB000304, which is currently being leased by the City. The \$9,600.00 lease payment due May 15, 2017, shall be part of the total cost of the repairs and maintenance of the turf/course maintenance equipment, of which the City and Golf Professional shall each pay fifty percent (50%).

- b. After February 28, 2018, Golf Professional shall be solely responsible for one hundred percent (100%) of the cost of supplying turf/course maintenance equipment, and all costs of maintenance and repairs to turf/course maintenance equipment, for the Courses, including lease payments on any equipment which Golf Professional decides to lease, including but not limited to the Jacobsen HR 700 rotary mower.
- c. The City hereby grants Golf Professional the exclusive, one-time option to purchase any or all of the City's golf course turf/course maintenance equipment, itemized on Exhibit "H", at the appraised value, determined by a third-party appraiser mutually acceptable to the City and the Golf Professional. This option shall be exercised by Golf Professional giving the City written notice of the exercise of the option by no later than December 1, 2017. Golf Professional shall thereupon pay the City the appraised value of any such equipment which Golf Professional elects to purchase, with payment to be made to the City by no later than February 28, 2018. Golf Professional may also exercise an option to assume the lease of the Jacobsen rotary mower by entering into a written agreement with the owner of such equipment, which assigns the lease to Golf Professional and releases the City from further responsibility for future lease payments beyond the lease payment due May 15, 2017. If the Golf Professional elects not to take an assignment of the Jacobsen rotary mower lease, the City

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shall then be entitled to terminate the lease of, or sell or convey its interest in, the Jacobsen rotary mower in any manner the City deems appropriate.

- d. Any City golf course turf/course maintenance equipment listed on Exhibit "H" for which Golf Professional does not timely elect to purchase from the City shall then continue to be the City's property, but free of any rights or interests therein of Golf Professional. The City may use or dispose of any such equipment as the City determines in its sole discretion at any time on or after February 28, 2018.

12. Buildings at 606 Union Road, Cedar Falls, Iowa. City and Golf Professional agree that Golf Professional shall be entitled to the use of the City-owned buildings, or portions of buildings, located at the former Cedar Falls Parks Division site at 606 Union Road, Cedar Falls, Iowa, during the term of the Operating Agreement. Said buildings consist of those buildings or portions of buildings identified and bounded in red on the attached document entitled, Permission to Access Buildings, 606 Union Road, a copy of which is attached hereto, marked Exhibit "I". Golf Professional shall use such buildings exclusively for storage and maintenance of turf/course maintenance equipment for the Courses, for maintenance work on such turf/course maintenance equipment, and for the storage of fertilizer, chemicals, and other supplies which Golf Professional uses for maintenance of the turf at the Courses. The buildings shall not be used for any purposes except those as are provided in this paragraph, unless agreed to in writing by the parties.

13. City Water for Pro Shop Drinking Water. The City and Golf Professional acknowledge that drinking water for the Pro Shop portion of the Golf Facilities is furnished by a City-owned well. If at any time during the term of the Operating Agreement, the City in its sole discretion determines that the well furnishing drinking water to the Pro Shop portion of the Golf Facilities is no longer safe or economical to use, then City agrees to connect to City water in order to furnish drinking water to the Pro Shop portion of the Golf Facilities. The connection to City water shall be at the sole expense of the City, but the Golf Professional shall thereafter be

solely responsible for paying the Cedar Falls Water Utilities billing for use of City water for such drinking water for the Pro Shop portion of the Golf Facilities. Under no circumstances shall the connection to City water occur prior to April 1, 2019.

14. Neither the Golf Professional nor anyone claiming, by, through or under him shall have the right to file or place any mechanic's lien or any other lien of any character whatsoever, upon the Courses, the Golf Facilities or any other City property, and notice is given that no contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien upon the Courses, the Golf Facilities or any other City property. For the further security of the City, the Golf Professional covenants and agrees to give actual notice of the foregoing in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

15. Golf Professional shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Golf Professional, the Golf Professional's employees, agents, contractors and subcontractors, and anyone acting by, through or under them. The cost of such insurance shall be borne by the Golf Professional.

16. The Golf Professional shall obtain and maintain insurance coverage which satisfies the requirements set forth on Exhibit "D" attached to this Agreement, consisting of five (5) pages, including Attachment A, and which complies with the coverages set forth on the sample certificate of insurance, attached to and made a part of Exhibit "D."

If Golf Professional is a sole proprietor without workers' compensation insurance coverage for Golf Professional as a sole proprietor, Golf Professional hereby waives all rights of subrogation against the City with respect to any personal injury incurred by Golf Professional arising out of

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the operation of the Courses and Golf Facilities pursuant to this Agreement. Since Golf Professional has employees who will assist Golf Professional with the work required of Golf Professional under this Agreement, or for any other reason currently has workers' compensation insurance coverage in force, Golf Professional agrees to comply with the workers' compensation insurance and employer's insurance liability provisions and coverages as set forth in the City of Cedar Falls Insurance Provisions Applicable to Operating Agreement Between the City of Cedar Falls and Golf Professional, a copy of which is attached hereto as Exhibit "D."

17. If the Golf Professional shall become insolvent or be declared bankrupt, or any property interest of Golf Professional in either the Golf Facilities or Golf Professional's rights or interests under this Agreement shall come into the possession or under the control of any receiver, trustee or other officer or assignee acting under a court order, and the same not be dissolved within fifteen (15) days thereafter, then the City shall have the right to terminate this Agreement; and in the event that the City shall not exercise such right, the City may accept payments from such receiver, trustee or officer in possession thereof, for the term of this Agreement, without impairing or affecting, in any way, the right of the City against the Golf Professional under this Agreement.

18. Except as otherwise provided for in paragraph 2 of this Agreement, the Golf Professional agrees not to transfer or assign this Agreement or his rights under this Agreement to any person without the written consent of the City. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.

19. The Golf Professional agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving the Golf

Professional's right of appeal) against the personal property of the Golf Professional which is located on the premises at any time during the term of this Agreement. In addition, the Golf Professional agrees to timely pay any and all sales tax that may be levied on any sale of merchandise or sale of services under this Agreement, including any penalties and interest levied, if any.

20. The various rights, powers, options, elections, and remedies of either party provided in this Agreement shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled, as long as any default remains in any way unremedied, unsatisfied or undischarged.

21. In the event the City, in its sole discretion, decides to make any capital improvements, including but not limited to improvements to the driving range, Courses, Golf Facilities, or constructing or modifying holes at the Courses, the parties agree to enter into good faith negotiations to revise this Agreement on terms mutually acceptable to the City and the Golf Professional, to account for such improvements, including which party shall pay what portion of the costs thereof.

22. Upon termination of this Agreement (unless extended as herein provided), the Golf Professional agrees to vacate the Courses and the Golf Facilities described in this Agreement, remove his personal property therefrom, and to deliver possession of the same to the City in as good a condition as the same are now or hereafter may be placed, ordinary wear and tear and depreciation arising from lapse of time, or damage without the fault of Golf Professional, excepted. Upon termination of this Agreement, all equipment and other property of the City on the premises shall remain the property of the City, and any equipment and other property of the

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Golf Professional shall remain the property of the Golf Professional. It is expressly understood and agreed that this Agreement is not a lease or conveyance of realty, but merely a granting of the right to conduct certain activities and provide certain services for the benefit and convenience of the public.

23. The Recreation and Community Programs Division Manager shall be responsible for seeing that the Golf Professional complies with the provisions of this Agreement. The Recreation and Community Programs Division Manager and the Golf Professional shall be the contact individuals for all matters regarding this Agreement, and agree to cooperate with each other to promote the most efficient use of the Courses and the Golf Facilities.

24. The Golf Professional shall be evaluated annually by the Recreation and Community Programs Division Manager of the City. Such Manager may seek input from and involvement of other City staff members to assist with Golf Professional's annual performance evaluation.

25. All complaints by the City with regard to the Golf Professional or the operation of the Public Facilities included in this Agreement shall be directed in writing to the Golf Professional by the Recreation and Community Programs Division Manager. Any complaints by the Golf Professional directed to the City shall be directed in writing to the Recreation and Community Programs Division Manager.

26. Notices as provided for in this Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Agreement, unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement when sent, addressed as above

designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mailbox.

27. In the event either party violates any of the provisions of this Agreement, a party shall give the other party thirty (30) days written notice of said violation and in the event the party in violation does not correct such violation within thirty (30) days (or within such longer reasonable period if the same is not reasonably curable within thirty (30) days) or, if either party habitually violates such provision, then without any notice, the other party may cancel and terminate this Agreement.

28. Each party shall pay his or its respective fees and expenses incidental to the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, the fees and expenses necessary to the drafting of this Agreement, in addition to other legal expenses or professional fees incidental to the transaction.

29. The parties agree to execute and deliver from time to time hereafter any and all such further information and documents and to take such further actions as shall be reasonably necessary to complete or clarify the documents referred to herein, and to carry out the intentions of the parties to this Agreement.

30. The headings of Sections in this Agreement are provided for convenience only and do not affect construction or interpretation. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

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31. If any term or provision of this Agreement or the application thereof to any circumstance shall be deemed be invalid or unenforceable in any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any term or provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. Accordingly, the provisions of this Agreement are severable.

32. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns; neither party shall directly or indirectly assign or transfer this Agreement or any rights or obligations herein without the prior written consent of the other party, and any such transfer or assignment without such consent shall be void, ab initio.

33. The laws of the State of Iowa shall govern the validity, interpretation, performance and enforcement of the terms of this Agreement. Each of the parties consents to the jurisdiction of the Iowa District Court for Black Hawk County in all matters relating to this Agreement.

34. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement shall be effective upon delivery of original executed signature pages or by copies thereof, transmitted to each of the parties via facsimile or by e-mail in portable data format (.pdf) or as an image file attachment, any of which shall have the same force and effect as an original signature.

35. Neither this Agreement nor any provision or provisions herein may be amended or waived except by a written amendment or new agreement executed by the parties.

36. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

37. It is the intention of the parties to begin review of the possible renewal of this Agreement on or before September 1, 2020.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year first above written.

CITY OF CEDAR FALLS, IOWA

GOLF PROFESSIONAL

By _____

James P. Brown, Mayor

John J. Bermel

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

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

This instrument was acknowledged before me on this ____ day of _____ 2016, by James P. Brown as Mayor and Jacqueline Danielson as CMC, 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 acknowledge before me on this ____ day of _____ 2016, by John J. Bermel.

Notary Public in such County and State

EXHIBIT "A"

ASSIGNMENT OF OPERATING AGREEMENT

The undersigned, John J. Bermel, an individual, the Golf Professional under that certain Operating Agreement for Pheasant Ridge/Walters Ridge Golf Courses and Pro Shop between The City of Cedar Falls, Iowa, and Golf Professional, dated the ____ day of _____, 2016, does hereby assign and transfer all of the Golf Professional's rights in and under said Agreement to John J. Bermel Pro Shop, Inc., an Iowa corporation, of which John J. Bermel is the sole officer, director and shareholder. This Assignment is made pursuant to paragraph 2 of said Operating Agreement. The undersigned Golf Professional acknowledges that despite this Assignment, he is, and agrees to remain, fully individually and personally liable for the full and timely performance of all obligations, duties and responsibilities of the Golf Professional under the Operating Agreement.

Dated this ____ day of _____, 2016.

John J. Bermel, individually

Golf Professional

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ACCEPTANCE OF ASSIGNMENT

The undersigned, John J. Bermel Pro Shop, Inc., an Iowa corporation (hereinafter "Assignee"), the assignee of the Operating Agreement identified above, does consent to said assignment, and agrees to assume all obligations, duties and responsibilities of the Golf Professional as contained in the above-described Operating Agreement. The undersigned corporation acknowledges receipt of a complete copy of said Operating Agreement.

Dated this _____ day of _____, 2016.

JOHN J. BERMEL PRO SHOP, INC.

an Iowa corporation

By: _____

John J. Bermel, President and Secretary

EXHIBIT "B"

GOLF PROFESSIONAL - BENEFITS, RESPONSIBILITIES AND REQUIREMENTS

1. Exclusive Privileges and Obligations. The Golf Professional shall possess the exclusive right to operate the Golf Facilities in a professional manner, including the following rights and duties:

- a. The Golf Professional agrees to serve as the on-site PGA Golf Professional for managing the Golf Facilities during the term of this Agreement. The PGA Professional shall devote time, attention, energies to the performances of the duties detailed herein, and shall at all times conduct himself/herself in accordance with the standards accepted for golf professionals as established by the Professional Golfers Association of America (PGA) or Ladies Professional Golf Association of America (LPGA). Further, the Golf Professional shall be a member in good standing of the PGA or, LPGA and maintain a Class "A" rating or be a "life member" with such organization for the entire term of this Agreement. Golf Professional will further provide adequately and properly qualified and trained staffing for the Golf Facilities in order to operate the Golf Facilities in a manner established by past practice during the years prior to this Agreement.
- b. The Golf Professional shall receive the benefit of and shall be responsible for certain aspects of the Courses and Golf Facilities, including without limitation, the following:
 - i. Sale and revenue of seasonal golf passes, daily green fees and practice range fees;

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- ii. Operation and control of all food, beverage and concessions;
- iii. The use of existing coolers and refrigeration equipment, dispensers, tables, chairs, movable fixtures, furnishings and equipment currently used in the operation of the clubhouse;
- iv. Establishing rates and charges for green fees and annual golf passes, including the right to reduce or increase fees for promotional and marketing purposes. Provided, that the prevailing rates for standard green fees and annual golf passes existing at the beginning of the terms of this Agreement shall continue for the first year of this Agreement. Thereafter, the Golf Professional shall have the right to increase or decrease green fees and annual passes in its sole discretion, though such fees shall not be allowed to increase more than ten percent (10.0%) in any calendar year without the prior approval of the Cedar Falls City Council.
- v. Exclusive ownership and rental of all motorized and manual golf carts and associated equipment;
- vi. To provide playing instruction, golf etiquette and clinics;
- vii. To purchase and sell golf clubs, shoes, clothing and related merchandise. The Golf Professional shall only be required to furnish golf club repair services if he desires to do so;
- viii. To schedule and manage professional, collegiate, high school and social golf outings, fund raisers and instructional clinics;
- ix. To attend and offer to qualified employees professional education opportunities

and activities necessary to promote and improve the status of the staff and the Golf Facilities;

- x. To lease the Golf Facilities for receptions, anniversaries and similar non-golf related special events;
- xi. To pay all utilities incurred in the regular use and operation of the Golf Facilities, excepting continuous outside lighting of the parking lot and similar common areas. Upon the mutual agreement of the City and the Golf Professional, all utility meters shall be changed, added or amended so that the parties may track and negotiate the division of any charges for utilities used during the term of this Agreement. Any re-metering of the utilities meters shall only be accomplished with the consent of the City, and Golf Professional agrees to pay fifty percent (50%) of any costs for re-metering or dividing the metering of any utilities.
- xii. To operate off-season golf training and recreational events compatible with the mission of the Golf Facilities;
- xiii. To host annual Men's, Women's and Junior City Golf Tournaments;
- xiv. To host golf clinics, outings and tournaments sponsored by the Iowa Professional Golf Association and other reputable promoters, so long as such events do not unduly interfere with the normal play of regular season pass holders and local patrons;
- xv. To host and maintain a comprehensive professionally designed website for the Golf Facilities that provides the public with up to date knowledge regarding hours of operation, fees, events and similar information generally sought by

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those seeking the use of the Golf Facilities. The City retains the right to review the content of such websites and to reasonably require the removal of offensive or illegal content;

- xvi. To furnish software for cash registers, computers and the computerized handicap system, and be responsible for all maintenance contracts with software vendors and payment of all Iowa Professional Golfers Association (IPGA) and Iowa Golf Association (IGA) fees related to the handicap system.
- xvii. To develop and maintain Junior golf programs which encourage youth participation and play.
- xviii. The Golf Professional shall hire, train and supervise attendants who shall handle the sale of daily passes, provide daily and permanent tee times, collect green fees, operate food and beverage concessions, including the Pro Shop and snack bar, and be on duty continuously during golfing hours during the golfing season, and also when the Pro Shop is utilized for Special events, banquets, and the like.
- xix. To be responsible for the payment of salaries, benefits, premiums for worker's compensation and unemployment insurance, employer's portion of Social Security and Medicare tax, all income tax withholding and any other amounts owed to the proper governing authorities including without limitation, taxes or payroll deductions required by law for all employees. Golf Professional shall comply with all city, state and federal laws relating to employment regulations, including laws prohibiting unlawful employment discrimination, and shall be an equal opportunity employer.

- c. The Golf Professional shall receive the benefit of and be responsible for certain aspects of the Courses and Golf Facilities, including the following:
- i. Maintain all turf areas included in the operation of the Courses, including mowing and routine trimming of trees and bushes, providing necessary supplies and applying fertilization and chemical applications as necessary.
 - ii. Maintain flower beds around the building and on the Courses and install seasonal annual plantings around clubhouse patio and clubhouse entrance.
 - iii. Remove trash from hard scape areas such as sidewalks and parking lots.
 - iv. Clean the Golf Facilities, including all restroom facilities of the Golf Facilities and the Courses, and provide all necessary supplies, including toiletries, bags, and cleaning agents related thereto.
 - v. Perform trash removal for the Golf Facilities and the Courses.
 - vi. Provide necessary and appropriate accommodation and staff for City related programs, including public access to the indoor hitting building.
 - vii. Provide necessary and appropriate accommodation and staff for Cedar Falls High School and University Northern Iowa Golf Teams, to the extent the same is within Golf Professional's control.
 - viii. Continue participation at Pheasant Ridge with Iowa PGA Junior Academy, to the extent the same is within Golf Professional's control.
 - ix. Reserved.
 - x. Have authorization to purchase fuel at City rates, and assume responsibility to

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pay for all fuel to operate all vehicles related to the golf operation including but not limited to carts, mowers, trimmers and groomers. Golf Professional shall be responsible for arranging fuel delivery from an outside vendor, and shall be responsible for all taxes on fuel utilized for maintenance of the Courses.

- xi. Hire maintenance staff that is qualified to apply pesticides, fertilizer and chemicals in accordance with all applicable federal, state and local requirements, and make records thereof available to the City upon request.
- xii. Follow all federal and state regulations pertaining to pesticide, fertilizer and chemical applications, including prior notification of homeowners requesting notification.
- xiii. Hire qualified staff to operate and manage the computerized irrigation system in the maintenance building at 606 Union Road so that appropriate amounts of water are applied to all sections of the Courses and of the ball fields at Birdsall Park as needed to maintain healthy turf grass for greens, tees, fairways and ball fields. The Golf Professional assumes all costs related to training of staff to operate and troubleshoot the system, and to hire outside consultants, if needed, to provide advice and training to staff.
- xiv. Hire qualified staff to operate the reel grinder that is typically utilized at end of the season to ready reel mowing equipment for following year use. The Golf Professional assumes all costs related to training of staff to operate and troubleshoot the reel grinding equipment and to hire outside consultants, if needed, to provide advice and training to staff.
- xv. Reserved.

- xvi. Continue to maintain and promote the activity of "footgolf" at Walters Ridge.
- xvii. Be responsible for paying telephone bills, including long distance telephone charges, internet and cable television connection fees and monthly internet and cable television service fees and charges.
- xviii. Assume responsibility for replacement of the gas grill at the Pro Shop, if the current gas grill needs to be replaced.
- xix. Assume responsibility for paying for supplies for point of sale equipment, such as receipt papers, ink, ribbons, and the like.
- xx. Reserved.
- xxi. Reserved.
- xxii. Assume responsibility to continue to manage and program all activities at the Courses and Golf Facilities which have been offered in past years. Reserved.
- xxiii. Continue to be responsible for hiring of qualified staff to conduct all needed operations and services typical for running the Courses and Golf Facilities, including Pro Shop management and course maintenance, and be responsible to hire, supervise, manage, and fire if appropriate all employees necessary in connection with such operations.
- xxiv. Manage and program all activities at the Courses and Golf Facilities that have been offered in past years , and work with the Manager of the Recreation and Community Programs Division to determine which existing recreation services and programs at the Courses and Golf Facilities will be continued and/or what new innovative programs can replace or be added to the existing recreation offerings.
- xxv. Furnish, maintain and repair an indoor/outdoor sound system and a security system, at the Courses and pro shop facilities.

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- xxvi. Continue to be responsible for paying for all supplies used in operation of the driving range, golf car rentals, purchase of food and beverage supplies, and merchandise offered for sale.
- xxvii. Continue to educate and train Pro Shop staff in the rules of golf, I.D. enforcement and other rules provided for under state statutes and City ordinances.
- xxviii. Reserved.
- xxix. Provide for routine and incidental maintenance of irrigation components on the Courses, including without limitation leaking heads or valves, swing joints, fuses and fuse boards.
- xxx. Arrange for, provide and pay for any advertising and promotion as determined in the sole discretion of the Golf Professional.
- xxxi. To provide routine maintenance and repairs relating to lighting, HVAC, electrical systems, water heaters and similar equipment at the Golf Facilities.
- xxxii. To provide routine maintenance of and repairs to all buildings and building improvements located on the Courses and on the Golf Facilities, and all buildings and building improvements which Golf Professional is entitled to use as described on Exhibit "E" and on Exhibit "I." By way of illustration, Golf Professional shall paint the interior of a building when needed, repair carpet tiles that may be stained or ripped, fix a leaky faucet or toilet, clean the windows and make sure the windows are air tight, change light bulbs, repair a light fixture if it does not work, repair a light switch or electric outlet, fix doors that may not close tight, and perform routine and annual maintenance on building improvements, such as water heaters, air conditioners, furnaces, and other building systems and building improvements.

- d. The Golf Professional or a designated employee of the Golf Professional shall at all times be required to have a current certification as a Certified Food Protection Manager in order to operate the concession business at the Pro Shop. The Certified Food Protection Manager shall then be responsible for training all staff employed or working in the concession area for the Golf Professional to the specifications set forth in Iowa Administrative Code 481-31.1(1) (137F), which regulations became effective January 1, 2014. Golf Professional shall furnish a copy of such certification, and each such renewal certification that becomes effective during the term of this Agreement, to the City Recreation and Community Programs Division Manager.
- e. The Golf Professional shall maintain a report of rounds played, and monthly and annual revenue reports, itemized into appropriate categories as determined by the City, and agrees to make such records available to the City upon its request.
- f. The Golf Professional shall communicate with and report to the Manager of Recreation and Community Programs at the City. Together, the parties shall participate in an annual evaluation of performance for maintenance of the Courses and Facilities, no later than October 31st of each year during the term of this Agreement: The City and Golf Professional shall utilize an agreed-upon checklist to help facilitate the evaluation process for both parties. The Golf Professional shall also have the ability to rate the performance and responsiveness of the City to inquiries, requests for repairs or services and other business related matters. Such evaluation may cover, without limitation:
 - i. Sale and revenue of seasonal golf passes, daily green fees and practice range fees;
 - ii. A determination of financial performance to assess whether monthly and

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annual financial obligations are accomplished on schedule and in a timely fashion;

- iii. To assess customer services; and
- iv. To assess the care and maintenance of the Golf Facilities and Courses as a whole.

EXHIBIT "C"

CITY - BENEFITS, RESPONSIBILITIES AND REQUIREMENTS

1. Exclusive Privileges and Obligations. The City shall retain the following benefits, and shall retain and/or assume the following responsibilities and requirements:

- a. To continue maintenance and repair of the clubhouse building, cart storage barn, fuel tanks, fencing, practice range, machine shed structures, parking lot, sidewalks, cart paths, course restroom facilities, including septic tanks located at the Pro Shop and the pit toilet restroom at green #3, and all other buildings, improvements and structures owned by the City and located on the Golf Facilities, except that the Golf Professional shall maintain the Practice Building.
- b. To continue payment of utilities incurred in the regular use and operation of the Courses, including continuous outside lighting of the parking lot and similar common areas.
- c. To continue to maintain and replace all sewer, water, gas, electrical and other utility lines.
- d. To continue to test water from the current well and to maintain such well so that water remains safe to drink for the Pro Shop; or alternatively, to connect the Pro Shop to water lines operated by the City, but only if approved by the City in its sole discretion, and in no event sooner than April 1, 2019.
- e. To continue maintenance and repair of the existing on-course water fountains in the ponds of the Courses, and other equipment owned by the City and used in the normal course of operations at the Golf Facilities, except for mowing and turf equipment, which shall be maintained as provided in Paragraph 11 of the Operating Agreement.

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- f. To continue routine tree trimming on the Courses and, in the event of a storm or event that necessitates more than routine maintenance, provide services to cleanup and haul away large branches and debris of a diameter greater than four inches (4"), or as deemed necessary by the City Public Works/Parks Manager.
- g. To remove and replace ash trees on the Courses, in addition to any other types of trees and shrubbery as the City sees fit in its sole discretion.
- h. To continue snow removal for all parking lots and driveways at the Pro Shop of at the Courses. The City shall be responsible for removing all snow between the parking lot and the doors to the Pro Shop. The Golf Professional will be responsible for removing snow between the parking lot and the Practice Building, and snow removal from the sidewalks leading to those buildings being used in the winter.
- i. To continue to maintain the structural integrity of the Golf Facilities, including without limitation, the club house, cart barn, maintenance buildings, restrooms and well houses, including the buildings described on Exhibits "E" and "I"; but ordinary maintenance and repairs of all such buildings and building improvements shall be the responsibility of the Golf Professional, as provided in Exhibit "B," paragraph 1.c.xxxii.
- j. To continue to maintain and repair, for the period commencing January 1, 2017, and ending on the earlier of (1) December 31, 2021; or (2) the date of termination of the Operating Agreement, equipment currently under City ownership, including but not limited to: walk-in coolers, ice machines, televisions, grills and kitchen equipment, tables, chairs and picnic tables, but excluding all golf course turf/course maintenance equipment, which shall be maintained in accordance with Paragraph 11 of the Operating Agreement.
- k. To continue to provide trash dumpsters and trash removal.

- l. To continue to provide potable water on the Courses, excluding on course water coolers, and in the Golf Facilities without charge, via the existing well owned and operated by the City, or otherwise as determined by the City in its sole discretion, except as otherwise provided for in Paragraph 13 of the Agreement.
- m. To continue to provide effluent water as necessary to operate and maintain the Courses and Golf Facilities, existing flower beds, common areas and similar amenities without charge, as necessary to present and maintain the Courses and Golf Facilities in the same manner as established by past operations; the City will take monthly water use readings at both of the well houses at the Courses, and file the annual report to the Iowa Department of Natural Resources for Permit No. 2995.
- n. To continue to maintain the irrigation system on the Courses and at the Birdsall Park ball fields, including payment of costs for major repairs, such as individual components with a cost of greater than \$250 each, and winterization which includes blowing out the system at the end of the season.
- o. To continue responsibility for replacement of lighting; HVAC, electrical systems, water heaters and similar equipment in the Golf Facilities if such systems need replacement due to age or condition.
- p. Notwithstanding any provisions of the foregoing sections of this paragraph, any damage to buildings, facilities, equipment or other enumerated items that is caused by the operations or handling of the Golf Professional or his employees, agents, contractors or subcontractors, shall be repaired at the sole cost of the Golf Professional.

EXHIBIT "D"

**INSURANCE PROVISIONS APPLICABLE
TO OPERATING AGREEMENT
BETWEEN THE CITY OF CEDAR FALLS
AND GOLF PROFESSIONAL**

The Golf Professional shall furnish the City with certificates of insurance. Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the Public Facilities must be provided prior to January 1, 2017. The Insurance as set forth below shall be issued from companies satisfactory to the City, **specifically Carrier AM Best rating of A-, or better**, and authorized by law to do business in the state of Iowa. The Golf Professional shall provide and maintain insurance throughout the duration of the Agreement as follows:

1. Property Insurance. The City shall be responsible for insurance coverage on all real property, consisting of the Courses and the Golf Facilities, including without limitation all City-owned buildings identified on Exhibit "E" and Exhibit "I" of the Operating Agreement. Golf Professional shall maintain property insurance covering equipment owned by the City and used by Golf Professional in the operation of the Courses and the Golf Facilities, at full replacement cost. Such equipment shall include, but shall not be limited to, City-owned equipment listed on Exhibit "F" and on Exhibit "H" of the Operating Agreement, as well as equipment owned by the Golf Professional and used in the operation of the Courses and the Golf Facilities, including without limitation those items of equipment listed on Exhibit "G" of the Operating Agreement. Such property insurance maintained by Golf Professional shall include the City as a loss payee on all equipment which the City now owns, or which it maintains any ownership interest in, during the term of the Operating Agreement.
2. **Commercial General Liability Insurance:** Golf Professional shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and not less than \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. The coverage shall include liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, assumed under an insured contract, including the tort liability of another assumed in a contract.
 - a. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, with standard exclusions "a" through "o" or any subsequent ISO equivalent or a non-ISO equivalent form". Any additional exclusions shall be clearly identified on the Certificate of Insurance and shall be subject to the review and approval of the City.
 - b. The Golf Professional's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

- c. Dram Shop protection containing coverage to comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a combined single limit policy with no less than \$1,000,000 coverage per occurrence.
 - d. Money and securities coverage in an amount no less than \$7,500 for on and off premises exposures; and
 - e. Employee dishonesty coverage on a blanket basis in an amount no less than \$300,000.
3. **Automobile Liability Insurance:** Golf Professional shall maintain automobile insurance with a limit of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Coverage shall be written on ISO form C 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01 policy form. The City shall be included as an additional insured.

If the Golf Professional does not own any vehicles, coverage is required on non-owned and hired vehicles.

4. **Umbrella/Excess insurance:** The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies). The limit of Umbrella/Excess Insurance shall not be less than \$3,000,000.
5. **Workers' Compensation & Employer's Liability Insurance:** Golf Professional shall maintain Workers' Compensation and Occupational Disease Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa, covering all employees including Golf Professional who perform any obligations assumed under the Contract. The combination of liability limits of workers' compensation and occupational disease insurance and those provided by the umbrella policy shall not be less than \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.
6. **Additional Insured & Governmental Immunity:** The insurance policies providing coverages specified in paragraphs #2 and #4 above shall include the City of Cedar Falls, Iowa, Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements are attached as Attachment A. With respect to the Commercial General Liability Insurance, the City shall be included as an additional insured for both ongoing and completed operations. In addition to the attached endorsement, the ISO additional insured endorsement CG 20 10 (for ongoing operations) and CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage will be attached to Golf Professional's Commercial General Liability policy.
7. **No Waiver:** Failure of the City to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of City to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Golf Professional's obligation to maintain such insurance.

Item G.2.e.

8. **Default:** Failure of the Golf Professional to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Agreement for cause and/or purchase said insurance at Golf Professional's expense.
9. **Cancellation & Material Change Endorsement:** The insurance policies providing the coverages specified in paragraphs #1,2,3 and 4 above shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached as Attachment A.
10. **Errors & Omissions:** If Golf Professional's scope of services includes professional services, then Golf Professional shall maintain insurance coverage for Golf Professional's errors, omissions and other wrongful acts arising out of the professional services performed by Golf Professional. The limit of Errors & Omissions Insurance shall not be less than \$1,000,000.
11. **Separation of Insured's Provision:** If Golf Professional'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.
12. **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 Golf Professional and such coverage and limits shall not be deemed as a limitation on Golf Professional's liability under the indemnities provided to City in this Contract.
13. **Reserved.**
14. **Proof of Insurance:** The Golf Professional shall provide to the City of Cedar Falls, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in Paragraphs #1 through 12 above, utilizing the latest version of the ACORD form. The Certification(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items": (1) the title of the Agreement or permit or license, etc., and (2) the following statement, "*Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included as per attached.*" These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.
15. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Golf Professional agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees and volunteers and others 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 any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Golf Professional to the City of Cedar Falls, Iowa pursuant to the provision of this contract. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others 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 Golf Professional, its officers, employees,

subcontractors, and others affiliated with the Golf Professional due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Golf Professional 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 Golf Professional expressly assumes full responsibility for any and all 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 Golf Professional to the City of Cedar Falls, Iowa pursuant to this contract, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Golf Professional, its officers, employees, subcontractors, and other affiliated with the Golf Professional.

The Golf Professional represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and the Golf Professional will observe, and cause his officers, employees, subcontractors and other affiliated with the Golf Professional to observe all applicable safety rules.

16. **Waiver of Subrogation:** To the extent permitted by law, Golf Professional hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees and volunteers and others working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Golf Professional or anyone claiming through or under the Golf Professional 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 Golf Professional'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. The Golf Professional'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 Golf Professional to recover thereunder.
17. The City will have the right at any time to require liability insurance greater than that specified in the above paragraphs. If required, the additional premium or premiums payable shall be paid by the City.

Attachment A

**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. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: _____														
INSURED Business Name 123 Main Street Anytown, IA 0000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Carrier should reflect rating of A-, VIII or better</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Carrier should reflect rating of A-, VIII or better		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Carrier should reflect rating of A-, VIII or better															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDE INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Policy Number	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liquor Liability (Dram Shop)						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			Policy Number	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			Policy Number	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number (if applicable)	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime & Employee Dishonesty			Policy Number	01/01/2017	01/01/2018	Blanket Limit \$ 300,000
	Errors & Omissions						Per Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured with respects to the General Liability on a Primary basis on both Ongoing and Completed Operations; Additional Insured as respects Auto Liability and Waiver of Subrogation granted for General Liability, Auto and Work Comp policies. Gov. Immunities Endorsement attached. 30 days written notice of cancellation/change required.

CERTIFICATE HOLDER City of Cedar Falls - City Hall Risk Management Office 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Item G.2.e.

Exhibit "E"

City Buildings utilized for Golf Operation
Will remain under City ownership and upkeep

Shown on Parcel #8914-10-401-009

1. Pro Shop
2. Cart Barn
3. Well House (Walter's Ridge)
4. Lesson Building
5. Driving Range Shed
6. Restroom (near #5 Tee)
7. Drop Toilet near #8 Tee

Shown on Parcel #8914-10-376-001

1. Restroom (near #3 Green)
2. Maintenance Shop, superintendent office, restrooms and break areas
3. SW Office area
4. Chemical Building5. Southern Storage Building
6. Central Storage Buildings
7. Drop Toilet near #16 Tee

Shown on Parcel #8914-10-326-002

1. Well House (Pheasant Ridge)

Exhibit "F"

City Equipment to be maintained for five years

In Pro Shop

1. Four Brown Garbage Cans
2. Lost and Found Can
3. Glass Display Case at Counter
4. 2 TV's on wall
5. Upright Freezer
6. Metal Corner Table
7. Fryer
8. Grill
9. Square Metal Table
10. Upright Freezer
11. Keg Cooler
12. Ice Table
13. Hot water heater under sink
14. Triple Sink
15. Computer Cash Register
16. Receipt Machine
17. Credit Card Machine
18. First Aid Box
19. AED Defribulator
20. Fire Extinguisher
21. 3 Vacuums
22. Ice Machine in Storage Room
23. Shark Floor Cleaner
24. 2 Computers (GHIN and City Info)
25. City Report Computer in Office
26. Office Chair
27. Office Furniture
28. 2 ladders, 1 blue, 1 Yellow
29. 5 small round tables
30. Tall Green Chairs
31. Podium
32. 12 White Banquet Tables and rack
33. Upright fridge/Freezer in Banq. Room
34. 4 round white tables
35. 6 round brown tables
36. 7 bar stools
37. Small green and white Garb. Cans
38. Electric stove in storage
39. Gas Stove in Banquet Room
40. Dishwasher in Banquet Room
41. Camera System
42. 5 Storage Shelves
43. Fridge/Freezer in Storage Room

44. Chest Freezer in Storage Room
45. 4 phones and cordless phones
46. Soccer Balls and two baskets
47. Master Cooler (Fridge)
48. 2 grill tanks

In Cart Barn

1. Gas Barrel
2. Club Fitting Room
3. Electric Furnace
4. Big Cooler and compressors
5. Two walk in coolers with Compressors

Pro Shop Patio Area

1. 2 red tall picnic tables
2. 4 blue round picnic tables
3. 2 gray square picnic tables
4. 5 wood picnic tables
5. Bag rack

In 606 Union Road

1. Irrigation computer and system
2. Radio Antenna to communicate with well pumps

Item G.2.e.

Exhibit "G"

Golf Professional Equipment

In Pro Shop

1. All wall items other than TV
2. Alarm System
3. Pepsi Cooler
4. Pepsi Sign
5. Thelma's Machine
6. Coffee Maker & Pots
7. Cappuccino Machine
8. Slush Puppy Machine
9. Hog Dog Machine
10. Cookie Oven
11. Microwave Oven
12. Popcorn Popper
13. Pepsi Fountain Stands
14. Keg Carrier
15. Bissell Push Vacuum
16. All Snack Racks
17. All Display/Clothing Racks
18. Set of Stacking Tables
19. All Floor Fans
20. Mops/Brooms in storage room
21. Ice Cream Freezer
22. Display Table in Office
23. 2 Printers in Office
24. Copy Machine in Office
25. Bermel Personal Computer
26. Black File Cabinet
27. Speaker/Control/PA System
28. Black TV in Office
29. 4 narrow tables
30. 4 grey banquet tables
31. Portable Keg Cooler
32. Microwave in Banquet Room
33. Portable Pepsi Bar
34. Gas Outside Grill and 2 tanks
35. Hot Serving Table
36. Oreck Vacuum and Oreck Steamer
37. 2 Coffee pots (100 cup and 30 cup)
38. All Roaster Pans
39. Nacho Cheese Heater
40. 3 Tea Canisters
41. Table warmers and Assorted Pans
42. All Cooking Utensils
43. China

44. All Silverware

In Cart Barn

1. All items other than what City Owns
(See Exhibit F)
2. Ball Machine
3. Ball Picker
4. Rental Pull Carts
5. Standard Golf 12' Golf Ball Picker

Exhibit "H"

City Owned Turf/course maintenance equipment

At 606 Union Road

Quantity	Item Description	Purchased	Fix Asset #
1	Toro Sandpro, S#90926, 1989	4/13/1989	HL01518
1	Redmax reciprocating Weedeater , 1989, S#908863	5/31/1989	HL01527
1	Hahn Spray Pro, S#0050207, 1991	4/9/1991	HL01533
1	Ransomme Walk Seeder, S#000105	9/11/1991	HL01538
1	Bunton Walking Greens Mower 2161, S#GS13, 1992	9/25/1992	HL01545
1	72" Groundsmaster 325D, S#30788-40119, 1994	3/31/1994	HL01557
1	Toro Reelmaster 2300 D S#71204	8/12/1994	HL01559
1	GM3100, S#303447-41065, 1994 Greens/Groomer	8/31/1994	HL01560
1	Toro Greens Aerator, S#70179, 1997	7/16/1997	HL01576
1	Mower - Toro Groundsmaster 72 S#80254	3/31/1998	HL01577
1	Toro 3100 Greensmower, 1998, S#04353 - Collar Mower	3/31/1998	HL01580
1	Groundsmaster 325D Mower, S#80110	3/31/1998	HL01582
1	Reel Mower, Toro 3100, S#200000253 W/Vibe Roller	3/24/2000	HL01594
1	Utility Vehicle - Workman 3200 , Toro, S#200000224	3/24/2000	HL01595
1	Top Dressing Spreader, Dakota Blender, S#FL7700090	7/2/2000	HL01598
1	Toro Workman Mid Duty - 16HP, S#210001269	4/30/2001	HL01602
1	Toro 3100 S#24000056	6/22/2001	HL01604
1	Back Lapping Machine, Foley, S#10E36506337	7/30/2001	HL01607
1	Toro 3100 Greewsmower, S#230001596	3/31/2004	HL01615
1	Toro Sandpro 3020 Sand Rake, S#24000050	4/23/2004	HL01616
1	Toro 3100 Greensmower Triplex, S#250000159	3/3/2005	HL01628
1	Toro 3100 Greensmower Triplex, S#250000145	3/3/2005	HL01629
1	Mower - Toro Greensmaster 3100 S#25000145	3/30/2006	HL01634
1	Fairway mower - 6700 D S#260000151	3/30/2006	HL01635

Item G.2.e.

1	GL-9 Golf Lift, S#44809-01-03-6-98	2/23/2001	HL01664
1	Foley Accu-Pro Spin Grinder, S#10A63001566	2/8/2001	HL01665
1	Truckster - Toro Workman MD S#29000269	3/26/2009	HL01707
1	Toro Greensmaster 3100 - Groomer S#260000240	4/8/2009	HL01711
1	Smithco Electric trap rake 2010 S#EM775	4/26/2010	HL01735
3	True Surface Vibratory Roller Head (NEW)	2/10/2011	HL01750
1	Foley672 Bedknife Grinder 2011 s#11A67201320	2/10/2011	HL01751
1	Toro Workman 3200 S#210000258	2/20/2012	HL01770
1	Rough mower - Jacobsen 9016 S#70528001651 2004	12/11/2008	HL01800
1	Toro Greensmaster 3320 TriFlex Hybrid mower	1/24/2014	VM00540
1	Jacobsen LF4677 Fairway Mower	12/8/2014	VM00550

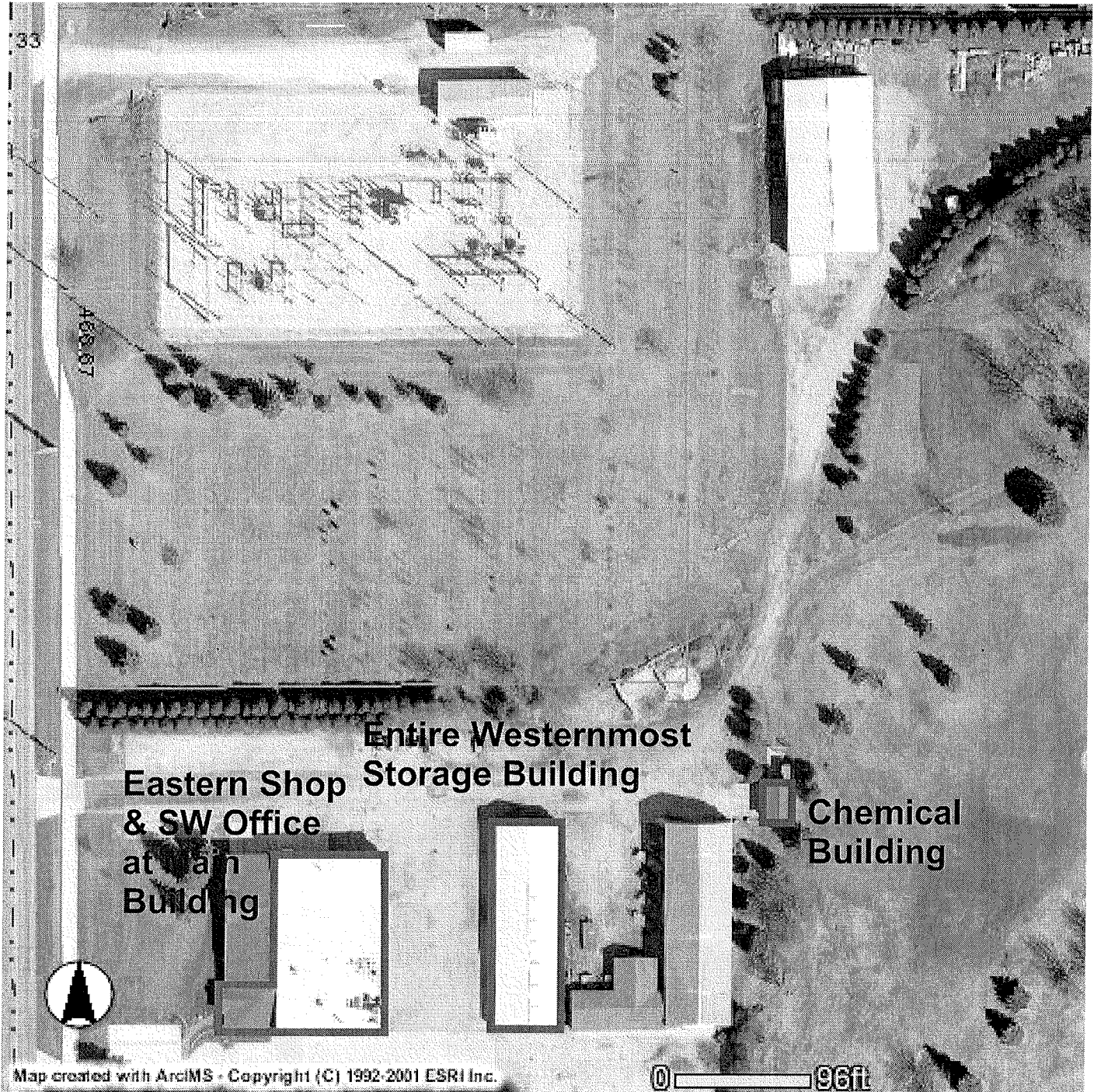
Hand Tools/Towables (Estimated Value)

1	Scotts Drop Spreader Accugreen 2000
1	6" Cup Cutter
1	8" Cup Cutter
3	Verticut Heads for GM3000
1	Scots/Anderson Professional Spreader, SR2000
2	Scots Spreader, AP2000
1	Broom Drag with side wings
2	Metal Drags
3	Par Aid Standard Cup Cutters
1	Echo 4" edger/trencher attachment S# S89200004796
1	Echo sidewalk edger attachment S# S08500009626
1	Echo string trimmer attachment S# S06400130871
1	Redmax reciprocating weedeater S# SGCZ2460S
1	Husqvarna 22in push mower HV775H S# 121812M-007568
3	Marido Green Smoothers

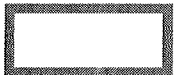
- 2 Snap-On 2 1/2 Ton Floor Jack
- 1 Ace Roto-Mold 30gal education cone
- 1 Banjo Venturi education kit
- 1 Larin PW-20 parts washer
- 1 Cam Spray 240V electric pressure washer S# E1280827
- 1 50 gal 12V Spot Sprayer
- 1 Ace 2 gal hand sprayer
- 1 Hudson 2 gal hand sprayer
- 1 Redmax backpack sprayer BM405
- 1 Spyker 12V fertilizer spreader
- 1 Turfco edger S# R00454
- 1 Orange 2 ton floor jack
- 1 Hydraulic table cart S# R20500
- 1 Changan Electric 36" Industrial fan model FDM-36
- 1 POGO Turf Insight Tool - Serial # (239005)
- 1 R&R Digital Masters Gauge

Exhibit "I"

Permission to Access Buildings For Golf Course Maintenance Responsibilities 606 Union Road



Legend



Permission to utilize



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor James P. Brown and City Council Members
FROM: Mike Nyman, Manager, Water Reclamation Division
DATE: March 28, 2018
SUBJECT: 2018 Sanitary Sewer Rehabilitation Project Contract
City Project #WR-000-3150

Bids were opened March 13th, 2018, and were received and filed by council March 19th, 2018 for this year's sanitary sewer rehabilitation project.

The contract documents, including performance bonds and certificate of insurance, have been received from the low bidder and are now on file with the city clerk. A copy of the contract is included in your packet for reference. It is my recommendation that this contract with Municipal Pipe Tool, Inc. in the amount of \$233,469.40 be approved.

Please let me know if you have any questions.

c: Stephanie Houk Sheetz, Director of Community Development

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2018 SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. WR – 000 – 3150 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 5th day of March, 2018 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said 2018 SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

Item G.2.f.

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor City of Cedar Falls

Attest: _____
Jacqueline Danielsen, CMC
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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, CIP Projects Supervisor

DATE: March 27, 2018

SUBJECT: Public Safety Building
Supplemental Agreement #1
Project No. PZ-000-3069

The City of Cedar Falls entered into a Professional Services Agreement with Chosen Valley Testing, Inc. on August 7th, 2017 for the evaluation of geotechnical soil borings for the Public Safety Building Project.

The attached supplemental agreement includes the construction services testing for Public Safety Building Project. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$9,913.00.

The Department of Community Development requests approval of the attached Supplemental Agreement No. 1 with Chosen Valley Testing, Inc. for additional engineering services on the Public Safety Building Project.

If you have any questions or comments feel free to contact me.

att

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

*Administration Division ♦ Community Services Division ♦ Planning Division
Phone: 319-273-8606 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197*

SUPPLEMENTAL AGREEMENT NO. 1

**Public Safety Building Project
Cedar Falls, Iowa
City Project Number PZ – 000 – 3069**

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Chosen Valley Testing, Inc. (Consultant), of Mason City, Iowa, dated August 7, 2017 for the required evaluation of geotechnical boring, for a City of Cedar Falls Public Safety Building; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include Compensation for additional items required as a part of the Public Safety Building Project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

Chosen Valley Testing will provide code required materials testing and special inspections for the construction of the Cedar Falls Public Safety Center. These services include testing of soils for bearing and compaction, testing concrete and masonry for strength, observations or rebar for reinforced concrete and reinforced masonry and inspections of welded and bolted connections

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of \$9,913.00 for the Scope of Services dated November 20, 2017. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated August 7, 2017.

Item G.2.g.

Chosen Valley Testing, Inc.

Public Safety Building Project
Cedar Falls, Iowa
City Project No. PZ - 000 - 3069

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Matt Reisdorfer

Printed Name: _____

Printed Name: Matt Reisdorfer

Title: _____

Title: General Manager

Date: _____

Date: 3/26/2018



**Cost Estimate for Special Inspection and Construction Material
Testing Services**

Cedar Falls Public Safety Facility
City of Cedar Falls
Cedar Falls, Iowa

Prepared for:

Mr. Tim Turnis, AIA
INVISION Architecture

November 20, 2017
12416.17.IAW

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing, 520 West Parker Street, Suite 100, Waterloo, IA 50703 · (319) 505-2675 · waterloo@cvtesting.com

Mr. Tim Turnis, AIA
INVISION Architecture
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703
timt@invisionarch.com

November 20, 2017

**Re: Cost Estimate for Special Inspection & Construction Testing Services
Cedar Falls Public Safety Facility
City of Cedar Falls
Cedar Falls, Iowa
CVT Proposal 12416.17.IAW**

Chosen Valley Testing, Inc. is pleased to submit this proposal for construction materials testing services for the proposed Cedar Falls Public Safety Facility in Cedar Falls, Iowa. We are very familiar with this project, as we performed the soil borings and prepared the geotechnical report. Services for the project would be provided by personnel and equipment from our laboratory in Waterloo, Iowa.

Scope

Soil Conditions: We have reviewed the plans and specifications and have prepared the geotechnical report for the project. Our personnel would evaluate the bearing conditions during construction and make recommendations with regard to the depth or extent of any corrections.

Concrete Reinforcement Observations & Testing: Reinforcement observations are required by the ICC. Concrete will also be tested. Concrete testing would consist of slump (ASTM C 143), air content (ASTM C 241), temperature (ASTM C 1064), and cylinder testing (ASTM C 39) on each day that concrete is placed. One set of tests are required within the first 100 cubic yards of concrete or less. The specification states that 4 cylinders are required per set per test.

Masonry Observations: The special inspection schedule indicates that the CMU, mortar and grout is to be tested and that reinforcement in the masonry is to be observed, as well as mixing and installation. Inspection of mortar joints, grouting operations, and protection from weather is also required. Observations of reinforcement are ideally performed at each grouting event. A testing frequency of the CMU, grout and mortar was not specified. ICC recommends a testing frequency for these items at a rate of once every 5,000 square feet.

Structural Steel Inspections: The structural steel observations are required on structural steel connections. The steel is to be inspected for compliance with the structural drawings and the specifications and applicable provisions of the building code. This includes inspections of certifications of the fabricator, erector(s) and welders, and the materials alignments, inspections of open web steel

joists, bolting, welding, metal decking and post-installed anchors, etc.

Unit Rates

We will perform the work on a unit cost basis, using the units on the table below. The rates shown include costs for all equipment associated with the services. Our transportation costs will be reduced in cases where services can be combined from both projects and when we have other projects close by.

Field Testing Technician (Soil, Concrete and Masonry)	\$40.00/hour
Structural Steel and Inspections	\$70.00/hour
Standard Proctor Density Tests	\$110.00/test
Concrete Cylinders	\$14.00/cylinder
CMU Masonry Prisms	\$125.00/prism
Grout Prisms	\$25.00/prism
Mortar Cubes	\$15.00/cube
Licensed Professional Engineer	\$100.00/hour
Vehicle Trip Charge	\$10.00/trip
Vehicle Trip Charge – Structural Steel	\$100.00/trip

Quantities and Assumptions

Earthwork: Our field services will be performed by a graduate engineer or engineering assistant, working under the direct supervision of our project engineer. We have estimated 4 site visits would be required to confirm bearing conditions. We have included an additional 8 site visits for performing compaction testing on fill placed below footings and slabs and against foundation walls.

A Proctor test will be required for each soil type used as fill. The Proctor moisture-density tests will be performed in accordance with ASTM D 698 (standard method). We estimated two proctors would be required for the project.

Concrete and Reinforcement: For concrete testing, we estimated a total of 23 concrete pours for the project, including 8 site visits for testing footings, 7 site visits for testing the foundation walls and 8 site visits for testing slabs-on-grade. Site visits for reinforcement inspections would be performed on the same visit as the field concrete testing. We included two site visits for picking up samples.

Masonry and Reinforcement: For masonry testing and inspections, we included 8 site visits for testing and inspections of the structural masonry. We included costs for sampling and testing 1 sets of CMU prisms, 1 sets of grout prisms and 1 sets of mortar cubes.

Structural Steel Inspections: We have included costs for 4 site visits for inspection of the structural steel.

Item G.2.g.

Execution of Costs

The costs for the work will depend on the project schedule and other factors. The tabulation below summarizes our estimated total costs per type of testing/inspection and our perception of how this project might be completed. A detailed cost breakdown is attached to this proposal, showing how the unit rates were executed to arrive at these estimated costs. Again, all services will be provided on a unit cost basis and the owner would only be invoiced for actual services provided.

Est. Costs for Earthwork and Compaction Testing	\$1,500
Est. Costs for Concrete Testing	\$3,498
Est. Costs for Masonry Testing and Inspections	\$1,935
Est. Costs for Structural Inspection	\$2,080
Est. Cost for Engineering, Administrative and Reporting	\$900
Total Estimated Costs for Building Related Testing	\$9,913

Variations in Costs

Our costs are based on our interpretation of the project requirements and typical contractor progress. The actual costs may be greater or less, depending on the project schedule. If you have a different interpretation of the scope and schedule, we can provide a revised cost that addresses your specific schedule and interpretation of the project requirements.

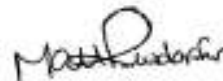
Reporting

The results of our tests and evaluations would be reported to you as they become available, and within the terms required in the specification. Failing tests would be verbally reported ahead of the typed reports for any corrective action (if necessary). Reports would be issued electronically at the frequencies required. We have included a rate and a number budgeted number of hours for our project engineer and project manager to review the project data and prepare reports as needed.

Remarks

We appreciate the opportunity to propose construction materials testing services to you on this project. Please feel free to call Matt at (641) 420-3680, if you have any questions or desire further information or wish us to evaluate a different testing scope or schedule or to schedule field services.

Sincerely,
Chosen Valley Testing, Inc.

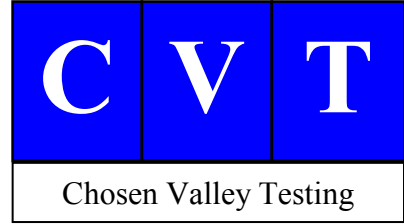


Matt Reisdorfer, PE
General Manager

1. Earthwork Observation and Compaction Testing					
Time & Trips	Site Visits	Site Hours/Trip	Total Hours	Unit Cost	Cost
Excavation Observations, Per Hour	4	2	8	\$40	\$320
Foundation Wall and Slab Subgrade Compaction Testing, per hour	8	2	16	\$40	\$640
Licensed Professional Engineer			2	\$100	\$200
Vehicle & Mileage Charges, per Trip	12			\$10	\$120
Tests			No. Of Tests	Unit Cost	Cost
Laboratory Proctor Tests			2	\$110	\$220
Gradations			0	\$50	\$0
Total				Est. Costs for Earthwork and Compaction Testing	\$1,500
2. Concrete Testing & Rebar Observation - 1 set per 100 yards, 4 cyl/set					
Time & Trips	Pours	Site Hours/Trip	Total Hours	Unit Cost	Cost
Footings	8	2	16	\$40	\$640
Foundation Walls	7	2	14	\$40	\$560
Slabs and Decking	8	2	16	\$40	\$640
Cylinder Pick-ups	2	1.5	3	\$40	\$120
Vehicle & Mileage Charges, per Trip	25			\$10	\$250
				Subtotal	\$2,210
Test Cylinders - includes cylinder mold, curing, and reporting	Pours	Sets/Pour	Sets x Pours x 4 Cyls/set	Unit Cost	
Footings	8	1	32	\$14	\$448
Foundation Walls	7	1	28	\$14	\$392
Slabs and Decking	8	1	32	\$14	\$448
				Subtotal	\$1,288
Total				Est. Costs for Concrete Testing	\$3,498
3. Masonry Testing & Rebar Observation					
Time & Trips	Site Visits	Site Hours/Trip	Total Hours	Unit Cost	Cost
Masonry Observations, per hour	8	2	16	\$45	\$720
Vehicle & Mileage Charges, per Trip	8			\$90	\$720
				Subtotal	\$1,440
Test Cylinders - includes cylinder mold, curing, and reporting	Sets	Samples/Set	Total Samples	Unit Cost	
CMU Compression Test, per sample	1	3	3	\$125	\$375
Mortar Cubes, per sample	1	3	3	\$15	\$45
Grout Prism Compression, per sample	1	3	3	\$25	\$75
				Subtotal	\$495
Total				Est. Costs for Masonry Testing	\$1,935
4. Structural Steel and Welding					
Time & Trips	Site Visits	Site Hours/Trip	Total Hours	Unit Cost	Cost
Structural Steel Inspection	4	6	24	\$70	\$1,680
Vehicle & Mileage Charges, per Trip	4			\$100	\$400
Total				Est. Cost for Structural Steel and Welding Inspection	\$2,080
5. Administration & Reporting					
Engineering, Administration, Reporting, lump sum				Lump Sum	Cost
				\$900	\$900
				Est. Cost for Engineering Review and Reporting	\$900
				Estimated Total Cost	\$9,913

Item G.2.g.

Authorization to Proceed



Special Inspection and Construction Testing Proposal

Cedar Falls Public Safety Facility
City of Cedar Falls
Cedar Falls, Iowa

Prepared by: Chosen Valley Testing, Inc.

CVT Number: 12416.17.IAW

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

Authorizing Person(s):

Signed

Name / Title

Date

Signed

Name / Title

Date

Signed

Name / Title

Date

GENERAL CONTRACT PROVISIONS**ARTICLE 1 – PERFORMANCE OF THE WORK**

Chosen Valley Testing, Inc. (“CVT”) shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT’s profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client’s contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT’s control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT’s opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT’s Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client’s obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client’s risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT’s written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys’ fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days’ written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

Item G.2.g.

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

ARTICLE 9 - INSURANCE

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 10 – TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. 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 CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 - CONFIDENTIALITY

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.

CERTIFICATIONS AND PROFESSIONAL AFFILIATIONS

Chosen Valley Testing, Inc. has certified and licensed personnel with the following professional organizations:

- Minnesota Licensed Professional Engineer
- Wisconsin Licensed Professional Engineer
- Iowa Licensed Professional Engineer
- Geological Society of America
- Minnesota Society of Professional Engineers
- National Society of Professional Engineers
- Wisconsin Department of Transportation Highway Technician Certifications
- American Concrete Institute Field Testing Technicians
- MNDOT Concrete Field and Batch Plant Testing Technicians
- Iowa DOT Concrete and Aggregate Field Testing Certifications
- Nuclear Radiation Safety Certification
- International Code Council Certification – Reinforced Concrete
- International Code Council Certification – Masonry
- International Code Council Certification – Fireproofing
- International Code Council Certification – Structural Steel Inspection
- Post Tensioned Institute Certified Inspection
- FACE Floor Flatness Testing Certification
- Minnesota Department of Health Licensed Monitoring Well Installer
- US Corp of Engineers Laboratory Certification



COMMENTS/REMARKS

General Liability policy includes Iowa Governmental Immunities Endorsements per attached.

The Certificate Holder and 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 Additional Insureds under the Commercial General Liability (including completed operations) and Automobile Liability on a Primary/Non-Contributory Basis when required by written contract.

The Umbrella Policy will follow the underlying Commercial General Liability and Automobile Liability Policy forms as respects additional insureds. General Liability, Automobile Liability & Umbrella Liability policies include a severability of interest clause.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Commercial General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies when required by written contract.

Notice of Cancellation or Material Restriction or Change Endorsements # CNA74702XX for the General Liability, Automobile Liability # CNA72315XX, Workers Compensation #CNA87380XX and Notice of Cancellation for Umbrella Liability #CNA75525XX are attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a.** \$1,000 maximum, in lieu of \$600.

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D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or





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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;





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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
(3) Property loaned to the Named Insured;
(4) Personal property in the care, custody or control of the Insured;
(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
b. property that is mobile equipment leased by an Insured;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.





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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

- 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred





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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS UNDER A WRITTEN CONTRACT OR AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$

Insurance Company

Countersigned by _____

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer^y of Interest



Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

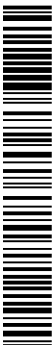
Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613	

Information required to complete Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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Additional Insured - Owners, Lessees or Contractors - Scheduled Person
or Organization Endorsement

This insurance does not apply to:

bodily injury or property damage occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Services Office, Inc., with its permission

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Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
--	--

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613	
---	--

Information required to complete Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by your work at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the products-completed operations hazard.

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Iowa Governmental Immunities Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

It is understood and agreed as follows:

1. Non-Waiver of Government Immunity

The Insurer expressly agrees and states that the purchase of this policy by the City or Organization specified in the Schedule above (hereafter referred to as "the City"), or the including of the City as an Additional Insured on this policy, does not waive any of the defenses of governmental immunity available to the City under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

Subject to paragraph 4. below, the Insurer expressly further agrees that this policy of insurance does not cover claims subject to the defense of governmental immunity under Code of Iowa 670.4 as it now exists and as it may be amended from time to time. Claims not subject to Code of Iowa 670.4 shall be subject to the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity

The City shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the Insurer's timely written request. Nothing contained in this endorsement shall prevent the Insurer from asserting the defense of governmental immunity on behalf of the City.

20020006120678075610790



Iowa Governmental Immunities Endorsement

4. Non-Denial of Coverage

The Insurer shall not deny coverage otherwise available under this policy, nor deny any of the rights and benefits accruing to the City under this policy, for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defenses of governmental immunity asserted by the City.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020006120678075610791





Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF CEDAR FALLS
Address:	220 CLAY STREET CEDAR FALLS IA 50613

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020006120678075610792



Item G.2.g.

POLICY NUMBER
6023310859

INSURED NAME AND ADDRESS
CHOSEN VALLEY TESTING INC
1410 7TH ST NW

ROCHESTER, MN 55901-1735

POLICY CHANGES

ENDORSEMENT EFFECTIVE 3/9/2018

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

CNA72315XX 02/13 NOTICE OF CANCELLATION OR MATERIAL CHANGE -
DESIGNATED PERSON OR ORGANIZATION is amended to include the following
information:

SCHEDULE

1. Number of days advance notice:
10 days if we cancel for non-payment of premium.
30 days if the policy is cancelled for any other reason, or if
coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address
Risk Management Office, City of Cedar Falls, City Hall
220 Clay Street
Cedar Falls, Iowa 50613




Chairman of the Board


Secretary



CHANGES – NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

- I. In the event of cancellation of this coverage during the **policy period** for a reason other than nonpayment of premium, the Insurer agrees to mail prior written notice of cancellation to:

SCHEDULE		
Name	Address	Number of Days Advanced Notice
MN State Colleges and Universities	Attn: Jeanne Qualley, Program Manager 30 7th Street East, Suite 350 St Paul, MN 55101	60
Risk Management Office	City of Cedar Falls, City Hall 220 Clay Street Cedar Falls, IA 50613	60
		60

- II. If this Endorsement is attached to the PARAMOUNT EXCESS LIABILITY POLICY, then the bolded term "**policy period**" is deleted in its entirety and replaced with the term "policy period".

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA75525XX (03-2015)	Policy No: CUE6056825941
Endorsement Effective Date: Endorsement Expiration Date:	Policy Effective Date: 03/09/2018
Endorsement No: 10; Page: 1 of 1	
Underwriting Company: Continental Ins. Co, 333 S Wabash Ave, Chicago, IL 60604	



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

30

For any other reason:

60

2. Name and Address of Person or Organization:

RISK MANAGEMENT OFFICE, CITY OF CEDAR FALLS, CITY HALL, 220 CLAY STREET, CEDAR FALLS, IA 50613

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



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 Projects Supervisor
DATE: March 26, 2018
SUBJECT: Dry Run Creek Sanitary Sewer Project Phase I
Project No. SA-000-3096
Final Out

The Dry Run Creek Sanitary Sewer Project Phase I is completed and ready for final acceptance. This project involved the construction of approximately 3,000 lineal feet of sanitary sewer ranging from 36-inches to 54-inches in diameter. The project was under contract with S.M. Hentges & Sons Inc. of Jordan, Minnesota. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, S.M. Hentges & Sons Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: S.M. Hentges & Sons Inc. suppliers (American Cast Iron Pipe Company, BMC Aggregates LC, Forterra Concrete Products, Hobas Pipe Inc., LB Foster Company, Manatts Inc.) and S.M. Hentges & Sons Inc. Subcontractors (Aspro Inc., B&B Builders & Supply, Blake Drilling, Engineering Partners, Fleming Concrete Pumping Inc, Hydro-Vac Inc, Iowa Plains & Signing, Life Time Fence, Northern Dewatering, Rice Lake Boring, Soil Tek, Terracon Consultants, Quam Trucking).

This project was primarily funded by the Unified TIF District and Sewer Revenue Bonds.

I certify that the public improvements for the Dry Run Creek Sanitary Sewer Project Phase I were completed in reasonable compliance with the project plans and specifications.

Chase Schrage (signature) 3/26/2018
Chase Schrage Date

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer

Pay Request #13
 DRY RUN CREEK SANITARY SEWER IMPROVEMENTS PHASE 1
 City Project No. SA-000-3096
 City of Cedar Falls

1/29/2018

Contract Items				S.M. Hentges & Sons Inc.		Work Completed to Date		Work Completed Estimate		Work Completed Previously		
Item No.	Item Code	Description	Units	Estimated	Unit Price	Extended	Qty	\$ Amount	Qty	\$ Amount	Qty	\$ Amount
1	2010-108-C-0	Clearing and Grubbing	LS	1	\$49,500.00	\$49,500.00	1	\$49,500.00			1	\$49,500.00
2	2010-108-D-1	Topsoil, Onsite, Strip & Respread	CY	6238	\$4.00	\$24,952.00	6238	\$24,952.00			6238	\$24,952.00
3	2010-108-E-0	Excavation, Class 13	CY	12488	\$14.00	\$174,832.00	12488	\$174,832.00			12488	\$174,832.00
4	2010-108-G-0	Subgrade Preparation	SY	152	\$5.00	\$760.00	152	\$760.00			152	\$760.00
5	2010-108-I-0	Subbase, Granular, 6"	CY	28	\$44.00	\$1,232.00	28	\$1,232.00			28	\$1,232.00
6	2010-108-K-1	Filling and Plugging of 15" Sanitary Sewer Pipe	LF	149	\$8.00	\$1,192.00	149	\$1,192.00			149	\$1,192.00
7	2010-108-K-1	Filling and Plugging of 30" Sanitary Sewer Pipe	LF	130	\$25.50	\$3,315.00	130	\$3,315.00			130	\$3,315.00
8	2010-108-K-1	Filling and Plugging of 42" Sanitary Sewer Pipe	LF	1279	\$49.25	\$62,990.75	1279	\$62,990.75			1279	\$62,990.75
9	2010-108-L-0	Compaction Testing	LS	1	\$7,601.00	\$7,601.00	1	\$7,601.00			1	\$7,601.00
10	3010-108-B-0	Rock Excavation	CY	187	\$100.00	\$18,700.00	0	\$0.00			0	\$0.00
11	3010-108-C-0	Trench Foundation	Ton	1238	\$21.00	\$25,998.00	182.6	\$3,834.60			182.6	\$3,834.60
12	3010-108-D-0	Replacement of Unsuitable Backfill Material	CY	1036	\$0.01	\$10.36	0	\$0.00			0	\$0.00
13	3010-108-E-0	Special Pipe Encasement, Sanitary Sewer, 36"	LF	140	\$1,050.00	\$154,840.00	140	\$154,840.00			140	\$154,840.00
14	3010-108-E-0	Special Pipe Encasement, Sanitary Sewer, 48"	LF	496	\$1,129.00	\$559,984.00	496	\$559,984.00			496	\$559,984.00
15	3010-108-F-0	Trench Compaction Testing	LS	1	\$6,965.00	\$6,965.00	1	\$6,965.00			1	\$6,965.00
16	3010-108-G-0	Supplemental Sheeting, Shoring & Bracing	LS	1	\$50,000.00	\$50,000.00	1	\$50,000.00			1	\$50,000.00
17	3010-108-H-0	Dewatering	LS	1	\$120,000.00	\$120,000.00	1	\$120,000.00			1	\$120,000.00
18	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC (Solid Wall), 18"	LF	31	\$4,061.00	\$125,991.00	39	\$5,109.00			39	\$5,109.00
19	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, RCP, 36"	LF	26	\$231.50	\$6,019.00	0	\$0.00			0	\$0.00
20	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, CCFRPMP, 36"	LF	478	\$318.00	\$152,004.00	478	\$152,004.00			478	\$152,004.00
21	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, DIP, 36"	LF	299	\$414.00	\$123,786.00	299	\$123,786.00			299	\$123,786.00
22	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, CCFRPMP, 42"	LF	219	\$271.00	\$59,349.00	219	\$59,349.00			219	\$59,349.00
23	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, CCFRPMP, 48"	LF	90	\$304.00	\$27,360.00	90	\$27,360.00			90	\$27,360.00
24	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, DIP, 48"	LF	502	\$468.00	\$234,936.00	502	\$234,936.00			502	\$234,936.00
25	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, Protecto 401 DIP, 54"	LF	967	\$674.00	\$651,758.00	967	\$651,758.00			967	\$651,758.00
26	4010-108-B-0	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, CCFRPMP Carrier, 48"	LF	390	\$2,268.00	\$884,520.00	390	\$884,520.00			390	\$884,520.00
27	4010-108-L-0	Sanitary Sewer Bypass Pumping	LS	1	\$32,500.00	\$32,500.00	1	\$32,500.00			1	\$32,500.00
28	4010-108-M-0	Ground Improvement	LS	1	\$1.00	\$1.00	1	\$1.00			1	\$1.00
29	4020-108-A-1	Storm Sewer Trenched, 15" RCP	LF	42	\$48.00	\$2,016.00	54	\$2,592.00			54	\$2,592.00
30	4020-108-A-1	Storm Sewer Trenched, 18" RCP	LF	41	\$66.00	\$2,706.00	41	\$2,706.00			41	\$2,706.00
31	4020-108-C-0	Removal of Storm Sewer, All Types & Sizes	LF	95	\$15.00	\$1,425.00	119	\$1,785.00			119	\$1,785.00
32	4030-108-B-0	Pipe Apron, Flared End Section, 18"	EA	1	\$920.00	\$920.00	1	\$920.00			1	\$920.00
33	4030-108-B-0	Pipe Apron, Flared End Section, 18"	EA	1	\$1,002.00	\$1,002.00	1	\$1,002.00			1	\$1,002.00
34	4030-108-C-0	Footings for Concrete Pipe Apron, PCC	EA	2	\$900.00	\$1,800.00	2	\$1,800.00			2	\$1,800.00
35	6010-108-A-0	Sanitary Sewer Manhole, Modified SW-301, 72"	EA	3	\$19,895.00	\$59,685.00	3	\$59,685.00			3	\$59,685.00
36	6010-108-A-0	Sanitary Sewer Manhole, Modified SW-301, 84"	EA	1	\$33,643.00	\$33,643.00	1	\$33,643.00			1	\$33,643.00
37	6010-108-A-0	Sanitary Sewer Manhole, Modified SW-301, 96"	EA	6	\$20,346.00	\$122,076.00	6	\$122,076.00			6	\$122,076.00
38	6010-108-A-0	Sanitary Sewer Manhole, Modified SW-304, 6'x12' (Inside Wall Dimensions)	EA	1	\$76,650.00	\$76,650.00	1	\$76,650.00			1	\$76,650.00
39	6010-108-A-0	Remove Manhole	EA	7	\$250.00	\$1,750.00	7	\$1,750.00			7	\$1,750.00
40	7010-108-M-0	Composite Pavement, 7" PCC & 3" HMA Overlay, Streets, 10"	SY	152	\$98.00	\$14,896.00	152	\$14,896.00			152	\$14,896.00
41	7020-108-N-0	HMA Pavement Samples and Testing for Composite Pavement	LS	1	\$300.00	\$300.00	0	\$0.00			0	\$0.00
42	7030-108-A-0	Removal of Sidewalk and/or Shared Use Path (Trail)	SY	1991	\$6.80	\$13,532.80	2126.1	\$12,331.38			2126.1	\$12,331.38
43	7030-108-C-0	Shared Use Path/Sidewalk, PCC, 6" Wide, 5" Thick	SY	222	\$47.00	\$10,434.00	183.11	\$8,606.17			183.11	\$8,606.17
44	7030-108-C-0	Shared Use Path, PCC, 10" Wide, 5" Thick	SY	1298	\$47.00	\$60,906.00	1799.26	\$84,555.22	71.69	\$3,369.43	1727.57	\$81,195.79
45	7030-108-E-0	PCC Sidewalk, 4"	SY	75	\$47.00	\$3,525.00	100.22	\$4,709.40			100.22	\$4,709.40
46	7030-108-G-0	Detectable Warning	SF	12	\$482.00	\$5,784.00	22	\$8,504.00			22	\$8,504.00
47	7040-108-H-0	Pavement Removal	SY	152	\$1,824.00	\$2,772.00	152	\$2,772.00			152	\$2,772.00
48	8010-108-C-0	Traffic Control	LS	1	\$9,000.00	\$9,000.00	1	\$9,000.00			1	\$9,000.00
49	8010-108-C-0	Install, Remove & Replace Signs	LS	1	\$1,500.00	\$1,500.00	1	\$1,500.00			1	\$1,500.00
50	9010-108-B-0	Hydraulic Seeding, Fertilizing, and Mulch, Type 1 (Seed Mix)	AC	2.1	\$4,850.00	\$10,245.00	1.76	\$8,540.00	0.2	\$875.00	1.55	\$7,564.00
51	9010-108-B-0	Hydraulic Seeding, and Fertilizing, Slope Mix	AC	3.7	\$1,940.00	\$7,178.00	2.5	\$4,850.00			2.5	\$4,850.00
52	9030-108-B-0	Plants with Warranty, Trees	EA	100	\$386.00	\$38,600.00	89	\$34,354.00	29.7	\$10,908.20	62.3	\$24,047.80
53	9040-108-A-2	SWPPP Management	LS	1	\$8,120.00	\$8,120.00	1	\$8,120.00			1	\$8,120.00
54	9040-108-D-1	Filter Socks, 6"	LF	1500	\$1.80	\$2,700.00	2036	\$3,664.80			2036	\$3,664.80
55	9040-108-D-2	Filter Socks, Removal	LF	1500	\$0.30	\$450.00	1500	\$450.00			1500	\$450.00
56	9040-108-E-0	Temporary RECP, Type 3B	SQ	1612	\$23.00	\$37,076.00	103	\$2,369.00			103	\$2,369.00
57	9040-108-J-0	Slip Rap, Class E Revetment, 18" Thick	CY	3549	\$54.00	\$191,646.00	3340	\$180,360.00			3340	\$180,360.00
58	9040-108-M-4	Sediment Trap Outlet, Installation / Removal of Sediment & Removal of Device	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00			1	\$5,000.00
59	9040-108-N-1	Silt Fence	LF	3039	\$1.80	\$5,470.20	0	\$0.00			0	\$0.00
60	9040-108-N-2	Silt Fence, Removal of Sediment	LF	3039	\$0.30	\$911.70	0	\$0.00			0	\$0.00
61	9040-108-N-3	Silt Fence, Removal of Device	LF	3039	\$0.30	\$911.70	0	\$0.00			0	\$0.00
62	9040-108-V-0	Floating Silt Curtain (Hanging)	LS	1	\$18,000.00	\$18,000.00	1	\$18,000.00			1	\$18,000.00
63	9040-108-W-0	Erosion & Water Discharge Control	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00			1	\$10,000.00
64	9060-108-A-0	Chain Link Fence, Zinc Coated, 6'	LF	497	\$20.00	\$9,940.00	330	\$6,600.00			330	\$6,600.00
65	9060-108-E-0	Fence Removal	LF	497	\$8.00	\$3,976.00	400	\$3,200.00			400	\$3,200.00
66	9072-108-A-0	Shared Use Path/Sidewalk, PCC, 6" Wide, 6" Thick, with Combined Retaining Wall	SY	108	\$91.00	\$9,828.00	115.22	\$10,485.02			115.22	\$10,485.02
67	11020-108-A-0	Mobilization	LS	1	\$227,569.82	\$227,569.82	1	\$227,569.82			1	\$227,569.82
68	11020-108-B-0	Demobilization/Mobilization Due to Flooding	EA	3	\$15,000.00	\$45,000.00	0	\$0.00			0	\$0.00
Total of Original Contract Items						Total = \$4,480,853.35		\$4,367,047.16		\$14,651.63		\$4,352,395.53

Miscellaneous Extras, Credits, or Stockpiled Material

14	3010-108-E-0	Special Pipe Encasement Sanitary Sewer 48" - Sheet Pile	SF	17982.72	\$10.40	\$187,020.29	0	\$0.00		\$0.00	0	\$0.00
26	4010-108-B-2	Casing Pipe On Hand	LF	115	\$277.00	\$31,855.00	0	\$0.00		\$0.00	0	\$0.00
24	4010-108-A-1	48" Ductile Iron Pipe	LF	477.5	\$358.50	\$171,183.75	0	\$0.00		\$0.00	0	\$0.00
						Total = \$390,059.04		\$0.00		\$0.00		\$0.00

Change Orders

69	C2-1	Real Time Turbidity Testing	EA	6	\$140.00	\$840.00	8	\$840.00		\$0.00	8	\$840.00
70	C2-2	Changeable Message Sign (CMS)	EA	10	\$165.00	\$1,650.00	10	\$1,650.00		\$0.00	10	\$1,650.00
71	C3-1	Material Cost Manhole Connection	EA	2	\$531.25	\$1,062.50	2	\$1,062.50		\$0.00	2	\$1,062.50
72	C3-2	Lost Production Time	HRS	10	\$852.50	\$8,525.00	10	\$8,525.00		\$0.00	10	\$8,525.00
73	C3-3	Additional Dewatering Equipment Rental	DAY	75	\$333.30	\$24,997.50	75	\$24,997.50		\$0.00	75	\$24,997.50
74	C4-1	MH-7 Tie In	LS	1	\$6,055.00	\$6,055.00	1	\$6,055.00		\$0.00	1	\$6,055.00
76	C4-3	Hydromulching	SQ	1009	\$20.00	\$20,180.00	1009	\$20,180.00		\$0.00	1009	\$20,180.00
77	C4-4	12"x16"x1/2" Galvanized Chain Link Gate	EA	1	\$1,864.50	\$1,864.50	1	\$1,864.50		\$0.00	1	\$1,864.50
78	C5-1	Quantity Reconciliation Change Order	LS	1	(\$113,808.19)	(\$113,808.19)	1	(\$113,808.19)		(\$113,808		

Performance, Payment and Maintenance Bond

SURETY BOND NO. 190037144

KNOW ALL BY THESE PRESENTS:

That we, S.M. Hentges & Sons, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Liberty Mutual Insurance Company _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four million four hundred eighty thousand eight hundred fifty-three dollars and thirty five cents (\$4,480,853.35), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 3rd day of January, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**Dry Run Creek Sanitary Sewer Improvements Phase I
Project SA-000-3096**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

Item G.2.h.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Item G.2.h.

Project No. RC-000-3074

Witness our hands, in triplicate, this 27th day of December, 2016.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

S.M. Hentges & Sons, Inc.
Contractor

By: [Signature]
Signature
Business Director
Title

SURETY:

Liberty Mutual Insurance Company
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

John E. Tauer
Printed Name of Attorney-in-Fact Officer

Cobb Strecker Dunphy & Zimmermann, Inc.
Company Name

150 South 5th Street, Suite 2800
Company Address

Minneapolis, MN 55402
City, State, Zip Code

612-349-2400
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

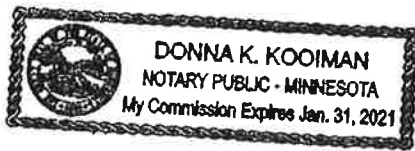
NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Scott)

On this 27th day of December 2016, before me appeared Nathan Hentges, to me personally known, who, being by me duly sworn, did say that he/she is the Business Director of S.M. Hentges & Sons, Inc., a corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Nathan Hentges acknowledged said instrument to be the free act and deed of said corporation.

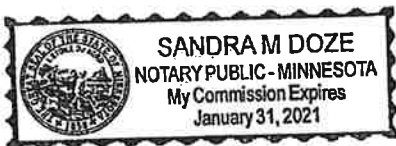


Donna K. Kooiman
Notary Public Scott County, MIN
My commission expires 01-31-2021

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 27th day of December 2016, before me appeared John E. Tauer, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Doze
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2021



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 Projects Supervisor

DATE: March 26, 2018

SUBJECT: Dry Run Creek Watershed Improvements Project
 Project No. DR-101-1997
 Final Out

The Dry Run Creek Watershed Improvements Project is completed and ready for final acceptance. This project involved the installation of a new twin cell box culvert on Merner Avenue and the realignment of the Dry Run Creek University Branch stream channel from Merner Ave to College Street. The project was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Peterson Contractors Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>Peterson Contractors Inc. suppliers:</u> <i>Benton's Ready Mixed Concrete Inc.</i> <i>BMC Aggregates LC</i> <i>Forterra</i> <i>Hi-Way Products Inc.</i> <i>Manatts Inc.</i> <i>Northern Iowa Construction Products</i> <i>Rusty Leymaster Tile</i> <i>Triple D Enterprises LLP</i> <i>Utility Equipment</i></p>	<p><u>Peterson Contractors Inc.</u> <u>Subcontractors including subcontractor suppliers:</u> <i>Cunningham Construction Co.</i> <i>- Benton's Ready Mixed Concrete Inc.</i> <i>- Construction Material Inc.</i> <i>Matthias Landscaping</i> <i>- Oleson Sod</i> <i>Service Signing, LC</i> <i>Weikert Contracting Inc.</i></p>
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This project was primarily funded by the Storm Water Fund. Following is a breakdown of final contract costs for items that were not funded by the Storm Water Fund and their funding source:


-Parking along W.20th Street, funded by private escrow: \$54,763.56.

Item G.2.i.

-Permeable Pavers, funded by Black Hawk County Soil & Water: \$45,000

-Streambank Restoration, funded by Iowa Department of Agriculture and Land Stewardship: \$201,624.41

I certify that the public improvements for the Dry Run Creek Watershed Improvements Project were completed in reasonable compliance with the project plans and specifications.


Chase Schrage 3/26/2018
Date

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer

ESTIMATE NO. FINAL
 DATE: December 21, 2017
 CONTRACT AMOUNT : \$ 559,358.90
 CONTRACTOR : Peterson Contractors Inc.

**CITY OF CEDAR FALLS, IOWA
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 ENGINEERING DIVISION
 BI-WEEKLY ESTIMATE
 BID ITEM COSTS**

PROJECT NAME : Dry Run Creek Watershed Improvement, Phase I Project
 CITY PROJECT NO. : DR-101-1997

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
* 1	Mobilization	1.0	L.S.	1.0	\$ 15,000.00	\$15,000.00	100.0
2	Grubbing	0.25	Acre	0.25	\$ 32,000.00	\$8,000.00	100.0
* 3	Removal of Existing Bridge Structure	1.0	L.S.	1.0	\$ 5,000.00	\$5,000.00	100.0
* 4	Removal of Pavement	1,458.0	S.Y.	1,650.3	\$ 5.25	\$8,663.81	113.2
* 5	Removal of Driveway	32.3	S.Y.	75.4	\$ 16.00	\$1,206.40	233.4
* 6	Removal of Sidewalk	295.0	S.Y.	315.0	\$ 5.00	\$1,575.00	106.8
* 7	Removals, As Per Plan	12.75	Units	14.8	\$ 300.00	\$4,425.00	115.7
* 8	Sawcutting for Removals	782.0	L.F.	931.9	\$ 5.00	\$4,659.50	119.2
* 9	Excavation, Class 10, Roadway, Waste	880.0	C.Y.	890.7	\$ 6.50	\$5,789.55	101.2
* 10	Excavation, Class 10, Unstable, Roadway	88.0	C.Y.	0.0	\$ 10.00	\$0.00	0.0
* 11	Excavation, Class 12, Boulder	9.0	C.Y.	0.0	\$ 50.00	\$0.00	0.0
* 12	Compaction of Subgrade, Roadway	2.30	STA.	0.0	\$ 400.00	\$0.00	0.0
* 13	Excavation, Class 13, Channel	3,633.0	C.Y.	3,633.0	\$ 6.50	\$23,614.50	100.0
* 14	Excavation, Class 23, Structure	290.5	C.Y.	290.5	\$ 6.50	\$1,888.25	100.0
* 15	Granular Subbase, Backfill Culvert	65.6	C.Y.	65.6	\$ 42.00	\$2,755.20	100.0
* 16	Granular Blanket Culvert	117.9	C.Y.	117.9	\$ 42.00	\$4,951.80	100.0
* 17	Flowable Mortar, Culvert	50.0	C.Y.	61.0	\$ 120.00	\$7,320.00	122.0
* 18	Double Cell 14' x 6' Culvert, Precast P.C.C.	78.0	L.F.	78.0	\$ 1,900.00	\$148,200.00	100.0
* 19	Double Cell 14' x 6' Culvert, Culvert Apron, 2:1 Sloped End Section, Precast P.C.C.	1.0	L.S.	1.0	\$ 15,500.00	\$15,500.00	100.0
* 20	Flared End Sections 30°, 2.3:1 Slope walls, Precast P.C.C.	1.0	L.S.	1.0	\$ 17,600.00	\$17,600.00	100.0
* 21	1' X 4' X 36' P.C.C. Precast Curtain Wall	2.0	Each	2.0	\$ 3,500.00	\$7,000.00	100.0
* 22	Handrail, 2 in. Dia. Steel Pipe, Hot-Dip Galvanized	109.0	L.F.	109.0	\$ 110.00	\$11,990.00	100.0
* 23	Revetment, Class E	849.0	Tons	1,065.8	\$ 36.00	\$38,369.16	125.5
* 24	Engineering Fabric, Polymer Grid	522.0	S.Y.	275.8	\$ 3.50	\$965.30	52.8
* 25	Granular Subbase, 12 in. Roadway	1,663.0	S.Y.	1,695.6	\$ 12.50	\$21,195.00	102.0
* 26	Granular Subbase, 4 in. Driveway	32.3	S.Y.	115.6	\$ 17.25	\$1,994.10	357.9
* 27	Storage Aggregate - Class 2 - 3" Clean	361.00	Tons	409.3	\$ 30.00	\$12,279.90	113.4
* 28	Storage Aggregate - Class 2 - 1" Clean	153.00	Tons	140.6	\$ 28.50	\$4,006.82	91.9
* 29	Permeable Clay Brick Pavers In-Place	2,483.0	S.F.	2,514.0	\$ 8.53	\$21,444.42	101.2
* 30	Permeable Paver Curb Collar, PCC, 2', 7 In. Type "C", Class III	240.0	L.F.	240.0	\$ 18.50	\$4,440.00	100.0
* 31	Permeable Paver Collar, PCC, 1', 7 In. Type "C", Class III	260.0	L.F.	360.0	\$ 16.25	\$5,850.00	138.5
* 32	Pavement, Stand., PCC, 7", Type "C", Class III	1,608.1	S.Y.	1,763.8	\$ 39.75	\$70,111.05	109.7
* 33	Driveway, PCC, 6", Type "C", Class III	102.1	S.Y.	222.3	\$ 54.00	\$12,004.20	217.7
* 34	Sidewalk, PCC, Type "C", Class III, 6"	5.4	S.Y.	4.7	\$ 95.00	\$446.50	87.0
* 35	Sidewalk, PCC, Type "C", Class III, 4"	295.0	S.Y.	251.5	\$ 33.25	\$8,362.38	85.3
* 36	Detectable Warning Panels In-Place	8.0	S.F.	10.0	\$ 36.00	\$360.00	125.0
* 37	Patch, HMA (1M ESAL) Surface, 1/2" No Fric.	5.00	Tons	5.9	\$ 250.00	\$1,475.00	118.0
* 38	Intake, SW-507	2.0	Each	2.0	\$ 3,450.00	\$6,900.00	100.0
* 39	Manhole Adjustment, Minor	2.0	Each	2.0	\$ 1,000.00	\$2,000.00	100.0
* 40	Sewer, Storm, 15" Dia. RCP	34.0	L.F.	31.3	\$ 53.00	\$1,658.90	92.1
* 41	Sewer, Storm, 18" Dia. Perf. HDPE	88.0	L.F.	78.0	\$ 50.00	\$3,900.00	88.6
* 42	Special Pipe Connection, SW-211	2.0	Each	2.0	\$ 500.00	\$1,000.00	100.0
* 43	Granular Backfill	50.00	Tons	0.0	\$ 32.50	\$0.00	0.0
* 44	Subdrain, HDPE, Stand., Perf., 6 In. Dia.	610.0	L.F.	557.0	\$ 9.00	\$5,013.00	91.3
* 45	Subdrain Outlet, 2' x 6 In. Dia. CMP	4.0	Each	4.0	\$ 185.00	\$740.00	100.0
* 46	Subdrain Outlet, 6' x 6 In. Dia. CMP	3.0	Each	4.0	\$ 245.00	\$980.00	133.3
* 47	Painted Pavement Markings	29.42	STA.	29.42	\$ 25.00	\$735.50	100.0
* 48	Painted Pavement Symbols	5.0	Each	0.0	\$ 30.00	\$0.00	0.0
* 49	Sediment Filter, Intake Well	2.0	Each	0.0	\$ 150.00	\$0.00	0.0
* 50	Sediment Filter, Intake	32.0	L.F.	0.0	\$ 8.75	\$0.00	0.0
* 51	Cleaning, Sediment Filter, Basin	2.0	Each	0.0	\$ 60.00	\$0.00	0.0
* 52	Topsoil, Furnish and Spread	110.0	C.Y.	0.0	\$ 12.50	\$0.00	0.0
* 53	Fertilizing, Seeding and Mulching	0.46	Acre	0.6	\$ 5,227.20	\$3,293.14	137.0
* 54	Sod, Provide and Place	6,400.0	S.F.	11,360.0	\$ 0.55	\$6,248.00	177.5
* 55	Key Placement	2.0	Each	0.0	\$ 2,000.00	\$0.00	0.0
* 56	Excavation and Backfill for New Gas Line	1.0	L.S.	1.0	\$ 1,200.00	\$1,200.00	100.0
* 57	Single Stone Bendway Weirs, 3' x 3' x 5'	10.0	Each	10.0	\$ 1,000.00	\$10,000.00	100.0
* 58	Rolled Erosion Control Product, Extended Term (RECP)	1,727.0	S.Y.	1,196.0	\$ 1.65	\$1,973.40	69.3
* 59	Street Sweeping	6.0	HR.	1.00	\$ 150.00	\$150.00	16.7
* 60	Traffic Control	1.00	L.S.	1.00	\$ 3,000.00	\$3,000.00	100.0
* 61	Wattles	750.0	L.F.	0.0	\$ 2.85	\$0.00	0.0
* 62	Pipe, 6" SJ DIP (Polyethylene Wrapped)	65.0	L.F.	75.5	\$ 48.50	\$3,661.75	116.2
* 63	Pipe, 8" SJ DIP (Polyethylene Wrapped)	180.0	L.F.	181.0	\$ 50.00	\$9,050.00	100.6
* 64	Bend, 6" MJ 45 Degree	4.0	Each	4.0	\$ 225.00	\$900.00	100.0
* 65	Cross, 8" X 8" MJ	1.0	Each	1.0	\$ 500.00	\$500.00	100.0
* 66	Tee, 8" X 6" MJ X SW	1.0	Each	1.0	\$ 325.00	\$325.00	100.0
* 67	Reducer, 8" X 6" MJ X PE	2.0	Each	2.0	\$ 250.00	\$500.00	100.0
* 68	Sleeve, 6" X 12" Solid	2.0	Each	2.0	\$ 300.00	\$600.00	100.0
* 69	Valve, 8" MJ Gate w/ Box	2.0	Each	3.0	\$ 2,000.00	\$6,000.00	150.0
* 70	Cap, 6" MJ	5.0	Each	4.0	\$ 200.00	\$800.00	80.0
* 71	Hydrant Assembly	1.0	Each	1.0	\$ 4,500.00	\$4,500.00	100.0
* 72	Mechanical Joint Restraint, 6"	8.0	Each	14.0	\$ 150.00	\$2,100.00	175.0
* 73	Joint Restraint Gasket, 6"	8.0	Each	1.0	\$ 200.00	\$200.00	12.5
* 74	Service Longside, 3/4"	1.0	Each	1.0	\$ 1,500.00	\$1,500.00	100.0
* 8001	Strom Sewer Repair	0.0	L.S.	1.0	\$ 10,605.23	\$10,605.23	
* 8002	Concrete Flume at Hidden Valley	0.0	Each	3.0	\$ 660.00	\$1,980.00	
* 8003	Sanitary Sewer Repair	0.0	L.S.	1.0	\$ 2,988.00	\$2,988.00	

Total Amount of Work Done to Date : \$593,444.76
 Percent of Work Done to Date : 106.0%
 Prepaid Inventory Value : \$0.00
 (See Attachment)
 Total Project Cost (Bid) \$559,358.90
 Deduction : \$0.00
 Less Retained Percentage (5%) : \$0.00
 Less Previous Payments : \$563,772.52
AMOUNT DUE THIS ESTIMATE : \$29,672.24

CHECKED BY: Chase Schrage
 SIGNED: _____
 Chase Schrage, CIP Project Supervisor

ITEM DENOTATION :
 * = Final Quantity

This Final pay estimate has been reviewed and approved by:
 Peterson Contractors Inc.
 SIGNED: Matthew Bolton 3/26/2018

Performance, Payment and Maintenance Bond

SURETY BOND NO. 106507135

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---Five Hundred Fifty Nine Thousand Three Hundred Fifty Eight and 90/100--- (\$ ---559,358.90---), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**DRY RUN CREEK WATERSHED IMPROVEMENT, PHASE I Project
Paving/ Subdrainage
Project DR-101-1997**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

Item G.2.i.

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Item G.2.i.

Project No. DR-101-1997

Witness our hands, in triplicate, this _____ day of _____, 2016.

Surety Countersigned By:

not required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Peterson Contractors, Inc.

Contractor

By:

Signature

Gale M. Peterson, JR.
Vice President

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By:

Signature Attorney-in-Fact & Iowa Resident Agent

Dione R. Young

Printed Name of Attorney-in-Fact & Iowa Resident Agent

Holmes, Murphy and Associates, LLC

Company Name

P. O. Box 9207

Company Address

Des Moines, IA 50306-9207

City, State, Zip Code

515-223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226103

Certificate No. 006798224

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Lacey Cramblit, Shirley S. Bartenhagen, and Dione R. Young

of the City of West Des Moines, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

Item G.2.i.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 27, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Fareway Stores Inc. - 4500 S. Main

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

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Fareway Stores Inc. located at 4500 S. Main and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Fareway Stores Inc., (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"):

WHEREAS, Owner desires to construct a storm water management facility on a portion of Parcel AT, Pinnacle Prairie Business Center North, Cedar Falls, Black Hawk County, Iowa, which will require approval of the City, and

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

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

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

1. Owner will construct a storm water management facility on its property, which facility is legally described as follows:

A PART OF PARCEL 'AT', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, AND BEING A PART OF LOTS 32 AND 33, PINNACLE PRAIRIE BUSINESS CENTER NORTH, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 33; THENCE SOUTH 81°16'41" EAST ALONG THE NORTH LINE OF SAID PARCEL 'AT', 14.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81°16'41" EAST ALONG SAID NORTH LINE, 64.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'AT'; THENCE SOUTH 71°22'25" EAST ALONG THE EAST LINE OF SAID PARCEL 'AT', 94.59 FEET; THENCE SOUTH 15°55'32" WEST, 50.06 FEET; THENCE NORTH 71°22'25" WEST, 92.62 FEET; THENCE NORTH 81°16'41" WEST, 59.67 FEET; THENCE NORTH 08°43'19" EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,772 S.F.)

AND

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 32; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL 'AT' AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 730.00 FEET, WHOSE ARC LENGTH IS 71.38 FEET AND WHOSE CHORD BEARS NORTH 86°49'49" WEST, 71.35 FEET; THENCE NORTH 89°40'28" WEST CONTINUING ALONG SAID SOUTH LINE, 5.36 FEET; THENCE NORTH 00°19'32" EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°40'28" WEST, 112.93 FEET; THENCE NORTH 00°19'32" EAST, 58.00 FEET; THENCE SOUTH 89°40'28" EAST, 113.47 FEET; THENCE SOUTH 00°51'34" WEST, 58.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES (6,566 S.F.).

2. Attached hereto as Exhibit A is the Detention Basin Operation and Maintenance Plan for this project.

Item G.2.j.

3. Attached hereto as Exhibit B is the Maintenance Schedule for the facility.
4. The land which is benefited by this agreement is entirely titled in Owner. This is a permanent agreement and a covenant running with the land and shall be binding upon the Owner, its grantees, transferees, successors and assigns.
5. The City shall have a permanent access easement for purposes of inspection of the facility as designated in the legal description set forth above.
6. The Owner shall be responsible for the operation and maintenance of the facility, and shall make records of the installation, maintenance and repairs, and shall retain said records for at least twenty-five years or until the facility has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request.
7. If the Owner or any other responsible party fails or refuses to meet maintenance or repair requirements, and if the facility is not a danger to public safety or public health, the City shall provide the Owner or responsible party with reasonable notice to correct the violation in a timely manner. In the event that the facility becomes a danger to public safety or public health, the City shall notify the Owner or responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as circumstances may require maintaining and/or repairing the facility. If the violations or non-compliance have not been corrected by the Owner or responsible party in a timely manner, the City may assess, jointly and severally, the cost of the work shall be a lien on the facility, or shall be assessed to the benefited property as a lien to be collected in the same manner as property taxes.
8. Attached hereto as Exhibit C are forms to be utilized with regard to inspection/maintenance of the facility.
9. In consideration of approval by the City of the foregoing agreement and attached Exhibits, Owner accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

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

Fareway Stores, Inc.

By Garrett S. Pikelapp
Garrett S. Pikelapp, VP/Secretary

STATE OF Iowa)
) SS
COUNTY OF Boone)

This instrument was acknowledged before me on the 15th day of January 2018
by Garrett S. Pikelapp, as VP/Sec of Fareway Stores, Inc.



Chad William Carter

Notary Public in and for the State of IOWA

City of Cedar Falls, Iowa

By _____
Jim Brown, Mayor

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 2018 by Jim Brown, Mayor of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Item G.2.j.

Exhibit A

Dry Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit B

**MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM**

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.**
- 2) Four periodic inspections of system within first year of operation.**
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**

Item G.2.j.

Exhibit C

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 27, 2018

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Sulentic-Fischels – 200 W. 1st Street

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

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement with Sulentic-Fischels for 200 W. 1st Street and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Bolton & Menk, Inc., 309 E 5th Street, Suite 202, Des Moines, IA 50309, Phone: (515)-259-9190
Return to: Cedar Falls Engineering Department, City Hall, 220 Clay Street, Cedar Falls, IA 50613

MAINTENANCE AND REPAIR AGREEMENT

This agreement is made and entered into by and between Sulentic-Fischels (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"):

WHEREAS, Owner desires to construct a series of bioretention cells (biocells) within City ROW and an underground stormwater storage system on a portion of their property described as **200 W 1st Street, Cedar Falls, Black Hawk County, Iowa**, Which will require approval of the City, and

WHEREAS, a Maintenance and Repair agreement is required pursuant to Section 27.408 of the City's Code of Ordinances, and

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

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

1. Owner will construct a series of biocells within City ROW and an underground stormwater storage system on a portion of their property, which is located as follows and depicted on **Exhibit A**:

On portions of 200 W 1st Street as described below (Lot Nos. 1 and 2 and Lot No. 8 in Block No. 10 in the original plat in The City of Cedar Falls, Black Hawk County, Iowa).

Biocells (within City ROW): 59.5 feet along western edge and 91.7 feet along northern edge of Lot No. 8; 87 feet along northern edge and 61.3 feet along eastern edge of Lot No. 1.

Underground Storage (on owner's property): 100' x 20' under the parking lot in the center of Lot No.2. as shown on said Exhibit A.

2. Attached hereto as **Exhibit B** is the Underground Storage/Biocell Operation and Maintenance Manual for this Project.
3. Attached hereto as **Exhibit C** is the Maintenance Schedule for the Biocells/Underground Storage System.
4. The land which is benefited by this agreement is entirely titled in Owner. This is a permanent agreement and a covenant running with the land and shall be binding upon the Owner, its grantees, transferees, successors and assigns.
5. The City shall have a permanent access easement for purposes of inspection of the stormwater facilities as designated in the legal description set forth above.
6. The Owner shall be responsible for the operation and maintenance of the biocells/underground storage, and shall make records of the installation, maintenance and repairs, and shall retain said records for at least twenty-five years or until the facility has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request.

Item G.2.k.

- 7. If the Owner or any other responsible party fails or refuses to meet maintenance or repair requirements, and if the biocells/underground storage is not a danger to public safety or public health, the City shall provide the Owner or the responsible party with reasonable notice to correct the violation in a timely manner. In the event that the biocells or underground storage becomes a danger to public safety or public health, the City shall notify the Owner or responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as circumstances may require to maintain and/or repair the facility. If the violations or non-compliance have not been corrected by the Owner or responsible party in a timely manner, the City may assess, jointly and severally, the cost of the work shall be a lien on the biocells/underground storage, or shall be assessed to the benefited property as a lien to be collected in the same manner as property taxes.
- 8. Attached hereto as **Exhibit D** are forms to be utilized with regard to inspection/maintenance of the biocells and underground storage.
- 9. In consideration of the approval by the City of the foregoing agreement and attached Exhibits, Owner accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

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



OWNER: Sulentic-Fischels
 By: [Signature]
Jim Sulentic, Manager
 (Print or type) Name and Title

STATE OF Iowa)
Black) ss
 COUNTY OF Hawk)

This instrument was acknowledged before me on the 5th day of April, 2017
 By Jim Sulentic, as Registered Agent of Sulentic-Fischels.

[Signature]
 Notary Public in and for the State of Iowa

CITY OF CEDAR FALLS, IOWA

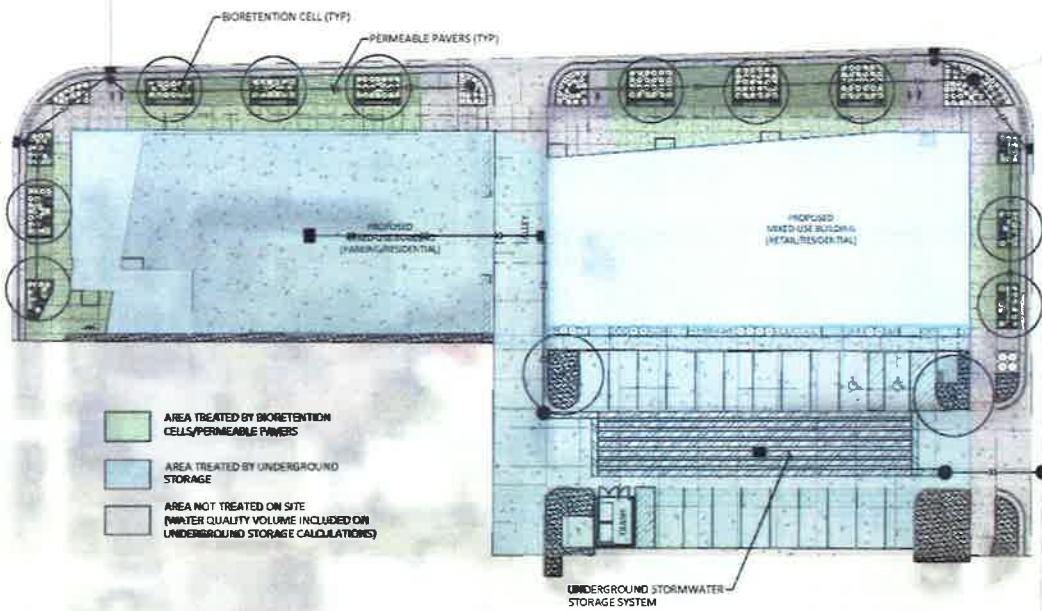
By _____
 Jim Brown, Mayor

STATE OF Iowa)
) ss
 COUNTY OF Black Hawk)

This instrument was acknowledged before me on the ___ day of _____, 2017 by Jim Brown, Mayor of the City of Cedar Falls, Iowa.

 Notary Public in and for the State of Iowa

Exhibit A



Stormwater Management Map



304 E 5TH STREET, SUITE 202
DES MOINES, IOWA 50309
Phone: (515) 259-9130
Email: DesMoines@bolton-menk.com
www.bolton-menk.com

Item G.2.k.

Exhibit B

Underground Storage Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The inlet device or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
<i>The main detention area: The main detention facility for 200 W 1st Street is an underground collection and discharge device</i>	Sediment has accumulated in the storage chambers' sediment traps to a depth within 6" to the top of the sediment trap.	Monitor sediment levels regularly in underground storage Sediment Traps through Inspection/Clean-Out Risers provided. When full, remove sediment with sanitary vacuum equipment and dispose of properly. See manufacturer's recommendations for Clean-out procedures.
	Sediment Traps are full and sediment or debris has overflowed into storage chambers.	Use equipment designed for suction removal of sediment and television function to insure clean out of Storm Water Storage Chambers. Shorten intervals for Clean-out of Traps.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair the outlet.

BMP = Best Management Practice

Exhibit B (Continued)

Biocell Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The permeable pavers</i>	The joint material has washed away/depleted.	Refresh with No. 8 aggregate joint filler (color: charcoal gray).
	The joint material has filled in with sediment/clogged.	Vacuum out paver joints and refresh with No. 8 aggregate joint filler (color: charcoal gray).
<i>The biocell basin</i>	The basin is clogged/not draining, sediment has accumulated in the basin.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
<i>Stone at basin inlet</i>	Silt build up on washed stone.	Washed stone must be unclogged and replaced as needed.
	Limestone has heaved/fallen over.	Set stone upright, reset pins and epoxy, regrade around stone as necessary.
<i>Drain tile below basin and permeable pavers</i>	The pipe is clogged.	Monitor sediment levels regularly through Inspection/Clean-Out Risers provided. When full, remove sediment from the pipe with sanitary vacuum equipment and dispose of properly. See manufacturer's recommendations for Clean-out procedures.
	The pipe is cracked or otherwise damaged.	Replace the pipe.

BMP = Best Management Practice

Item G.2.k.

Exhibit C

MAINTENANCE SCHEDULE

Biocells/Underground Storage System

DESCRIPTION: **Biocells and Underground Stormwater Storage at 200 W 1st Street**

1. Inspect entire system within 60 days of initial operation.
2. Four periodic inspections of entire system within first year of operation.
3. Inspect entire system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
4. After one year of system operation, identify the performance characteristics of the system to adjust the system schedule accordingly. The entire system shall be, at a minimum, inspected annually.

Exhibit D (Biocells and Underground Stormwater Storage)

Stormwater Management Inspection/Maintenance Form

To be kept on site

PROJECT NAME: 200 W 1ST Street

PROJECT LOCATION: W 1ST Street between Clay Street and Washington Street

OWNER/LEGAL ENTITY: Sulentic-Fischels

TELEPHONE:

E-MAIL:

INITIAL DATE OF OPERATION:

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



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
Jon Resler, City Engineer
DATE: March 28, 2018
SUBJECT: Western Home Communities Eighth Addition Preliminary Plat and Final Plat

REQUEST: Request to approve the Western Home Communities Eighth Addition Preliminary Plat and Final Plat

PETITIONER: Western Home Communities; Claassen Engineering

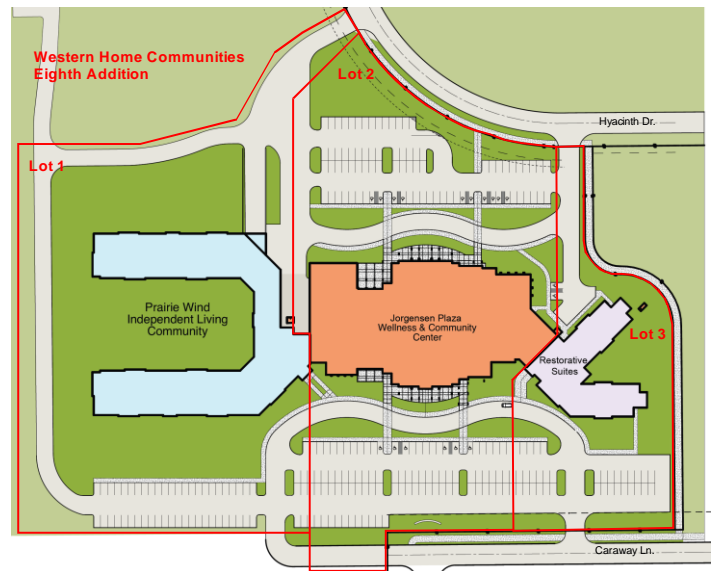
LOCATION: The property is located on 14.43 acres of land between Hyacinth Drive and Caraway Lane

PROPOSAL

Western Home Communities is proposing to subdivide the Prairie Wind, Jorgensen Plaza and Restorative Suites building on Hyacinth Drive. This plat will create three lots to separate the use of the Western Home Community Building.

BACKGROUND

The Western Home Seventh Addition was reviewed and approved by the Planning and Zoning Commission and City Council in the fall of 2015. A part of this plat included a 23 acre lot for the existing Windhaven building and the new Jorgensen Plaza building. In the spring of 2016, Western Home submitted a Minor Plat to divide this 23 acre lot into two separate lots for each of the aforementioned buildings. This Minor Plat was reviewed and approved by the Planning and Zoning Commission and City Council. Since this property was involved in a Minor Plat in 2016, a preliminary and final plat is needed to create the three new lots.



Item G.2.I.

ANALYSIS

The property is zoned MU, mixed use residential and located in the Western Home Communities S. Main Street campus. The proposed Preliminary and Final Plats present no conflicts with the zoning ordinance or Future Land Use Map. The proposed Western Home Communities Eighth Addition Plat will create three lots. Lot 1 is approximately 7.16 acres for the Prairie Wind Independent Living Community; Lot 2 is approximately 5.3 acres for the Jorgensen Plaza; and Lot 3 is approximately 1.97 acres for the Restorative Suites. These lots will separate each section of the building for real estate tax purposes.

Currently, Hyacinth Drive provides public street access to the west side of the plat and Caraway Lane provides public street access to the east side of the plat. The Western Home Eighth Addition preliminary and final plat is fairly straightforward. There are no public improvements to be installed for this plat since this was completed as part of the Western Home Communities Seventh Addition.

All platting documents and fees for the preliminary and final plat have been submitted. This property is located outside of the floodplain district.

TECHNICAL COMMENTS

Cedar Falls Utilities personnel have no comments regarding this preliminary and final plat. All utility accommodations have been extended to the site during the construction of the new building.

Reciprocal easements on and across the three lots are identified on the plat to permit access and parking over the driveways, accessways and parking lots on both sides of the building.

PLANNING & ZONING COMMISSION

Discussion/Vote 3/28/2018 Chair Oberle introduced this item and asked staff to present the preliminary and final plat. David Sturch provided some background information. The proposal is to divide the newly constructed Jorgensen Plaza building into three lots for the Prairie Wind Independent Living Community, Jorgensen Plaza and the Restorative Suites. These lots will separate each section of the building for real estate tax purposes. All plat details satisfy the ordinance requirements.

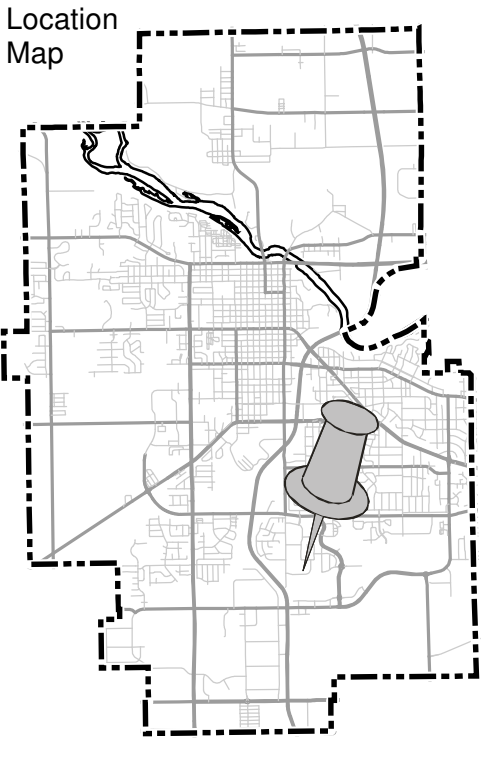
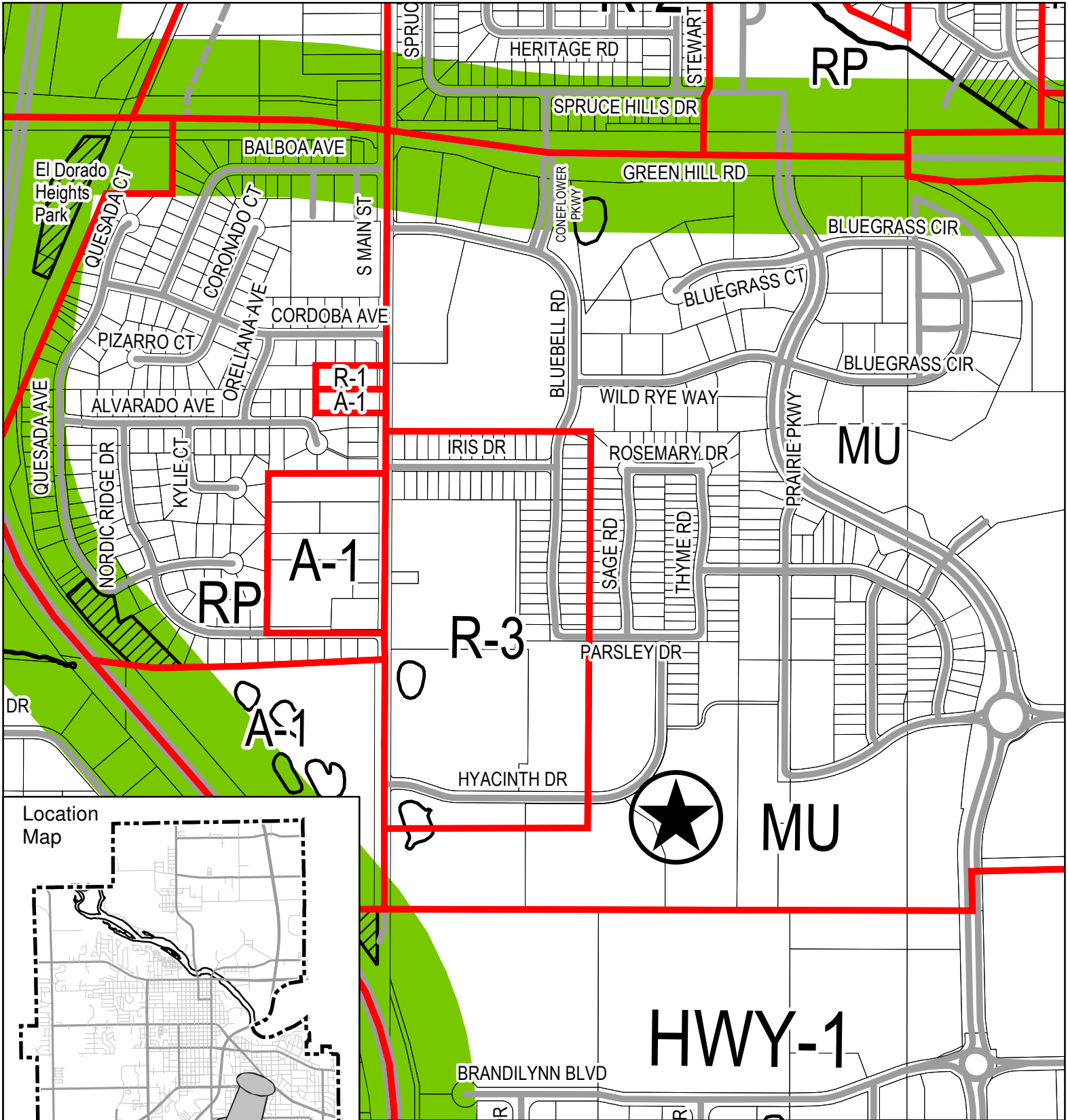
There were no public comments. The Commission had some comments on the plats. Mr. Holst abstained from the discussion and vote. Mr. Leeper asked about the cross access easements with a response from Mr. Sturch. The discussion ended and the Commission approved the Western Home Communities Eighth Addition preliminary and final plat 8-0 with one abstention.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Western Home Eighth Addition Preliminary Plat and Final Plat.

Attachments:

- Location Map
- Letter of intent
- Preliminary and Final Plat
- Deed of Dedication



Western Home Communities Eighth Addition
 Preliminary and Final Plat

FALLS-1113-

SWISHER & COHRT, PLC

ATTORNEYS AT LAW

ESTABLISHED 1903

STEVEN A. WEIDNER
STEPHEN J. POWELL
JOHN T. MCCOY
DAVID L. RILEY
SAMUEL C. ANDERSON
HENRY J. BEVEL III
MARK F. CONWAY
BETH E. HANSEN
KARLA J. SHEA
NATALIE WILLIAMS BURRIS
LYNN M. SMITH
BENJAMIN M. LANGE
ROBERT M. BEMBRIDGE
DUSTIN T. ZESCHKE
LUKE C. JENSON

WATERLOO OFFICE
528 WEST FOURTH STREET
WATERLOO, IOWA 50701

MAILING ADDRESS
P.O. BOX 1200
WATERLOO, IA 50704-1200

INDEPENDENCE OFFICE
222 1ST STREET E.
INDEPENDENCE, IA 50644

WEBSITE WWW.SWISHERCOHRT.COM

BENJAMIN F. SWISHER (1878-1959)
LEO J. COHRT (1896-1974)
CHARLES F. SWISHER (1919-1986)

TELEPHONE 319-232-6555
FACSIMILE 319-232-4835

TELEPHONE 319-334-4488
FACSIMILE 319-334-4307

EMAIL: CONWAY@S-C-LAW.COM

March 14, 2018

Department of Community Development
City of Cedar Falls
220 Clay St.
Cedar Falls, IA 50613

Re: Subdivision Application
Western Home Communities Eighth Addition

Greetings:

This correspondence is in response to the Subdivision Application associated with Western Home Communities Eighth Addition. Specifically, our explanation of the reasons for request and details about future uses. You are familiar with the Prairie Wind, Jorgensen Plaza and Restorative Suites development on Western Home's south campus, though the following provides some history:

The subject property was previously reviewed and the Cedar Falls City Council. On November 2, 2015, the Council passed Resolution No. 19734, approving the Plat of the Western Home Communities Seventh Addition. On May 2, 2016, the Council passed Resolution No. 20,012, approving the Plat of the Western Home Communities Lot 17 Minor Plat, a Replat of Lot 17, Western Home Communities Seventh Addition. This Replat created Parcels "F" and "G". Parcel "F" is the tract of land upon which Prairie Wind, Jorgensen Plaza and Restorative Suites are being constructed.

The sole change and reason for this submission is the aforementioned Parcel "F" will be divided into three (3) distinct lots for real estate tax purposes, to accommodate Prairie Winds (Lot 1), Jorgensen Plaza (Lot 2) and the Restorative Suites (Lot 3), all owned by Western Home Services, Inc. Upon approval the land will be known as the Western Home Communities Eighth Addition.

The foregoing also explains the future use of the property, which has not changed since the original submissions and approvals of the Plat of the Western Home Communities Seventh Addition and the Plat of the Western Home Communities Lot 17 Minor Plat, a Replat of Lot

SWISHER & COHRT, P.L.C.

March 14, 2018
Page 2 of 2

17, Western Home Communities Seventh Addition. Prairie Wind is an Independent Living facility, Jorgensen Plaza is a fitness and social facility with some executive office space and the Restorative Suites are rehabilitation and wellness facilities. Should you need additional information please contact the undersigned directly. Thank you for your consideration.

Very truly yours,

SWISHER & COHRT, P.L.C.

By: /s/ Mark F. Conway

Mark F. Conway

Preliminary Plat
WESTERN HOME COMMUNITIES EIGHTH ADDITION
 A replat of Parcel "F", Western Home Communities Lot 17 Minor Plat
 Cedar Falls, Black Hawk County, Iowa
 March 2018

LEGAL DESCRIPTION
 Western Home Communities Minor Plat No. 8

Parcel "F", Western Home Communities Lot 17 Minor Plat, in Cedar Falls, Black Hawk County, Iowa.

LOT AREAS:

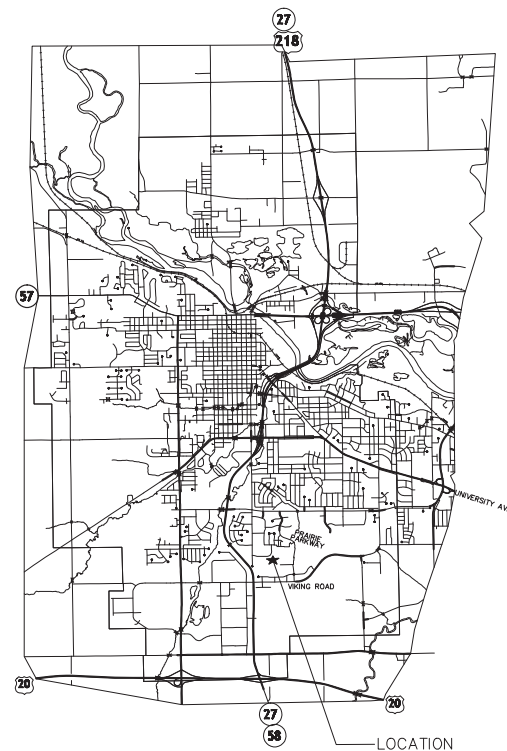
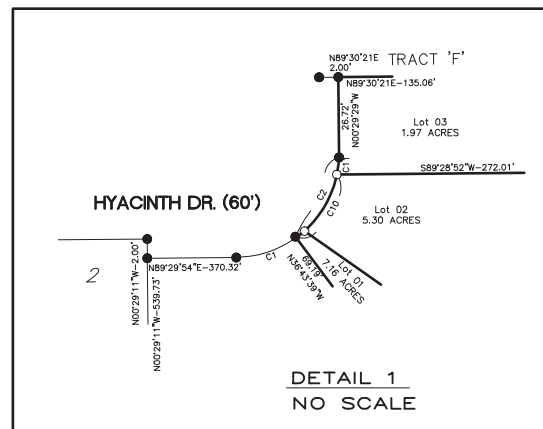
LOT NO.	AREA
1	6.97 Acres
2	5.49 Acres
3	1.97 Acres

LIST OF OWNERS LOCATED WITHIN 200 FEET OF PROPERTY

①	GREENHILL ESTATES (ATTN: JESSICA SUK) 1957 75th STREET, SANDWICH, IL 60548
②	WALMART STORES INC. #1496 525 BRANDLINV RD CEDAR FALLS, IOWA 50613
③	DAVENPORT FARM AND FLEET 219 BRANDLINV BL CEDAR FALLS, IOWA 50613
④	WINCHAVEN ASSISTED LIVING CENTER 420 E. 11TH STREET CEDAR FALLS, IOWA 50613
⑤	WESTERN HOME INDEPENDENT LIVING SERVICE INC. (ATTN: KELLY MEIER CFO) 420 E. 11TH STREET CEDAR FALLS, IOWA 50613
⑥	DANIEL & JANICE KRAUSE (LE) 5222 HYACINTH DR. CEDAR FALLS, IOWA 50613
⑦	JAMES & HARRIET HEALY (LE) 5220 HYACINTH DR. CEDAR FALLS, IOWA 50613
⑧	MARVIN & JENICANE DILLAYOU (LE) 5214 HYACINTH DR. CEDAR FALLS, IOWA 50613
⑨	JERRY & JO ANN KRAMER (LE) 521 HYACINTH DR. CEDAR FALLS, IOWA 50613

CURVE TABLE DIMENSIONS IN FEET

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	143.06	354.00	23°09'18"	142.09	N77°55'15"E
C2	412.94	354.00	66°50'05"	389.92	N32°55'33"E
C3	87.99	56.00	90°01'29"	79.21	N44°29'36"E
C4	24.34	41.00	34°01'09"	23.99	S72°29'49"W
C5	40.08	41.00	56°00'20"	38.50	S27°29'02"W
C7	114.21	72.71	90°00'00"	102.83	N44°28'52"E
C8	137.78	87.71	90°00'00"	124.04	S44°28'52"W
C9	4.28	784.00	00°18'46"	4.28	N89°19'29"E
C10	406.35	354.00	65°46'05"	384.40	N33°27'33"E
C11	6.59	354.00	01°04'00"	6.59	N00°02'30"E



KEY MAP:
CEDAR FALLS, IA.

GENERAL NOTES:

- DEVELOPER: WESTERN HOME COMMUNITIES (CONTACT KRIS HANSEN) 420 E. 11TH STREET CEDAR FALLS, IOWA 50613
PHONE: 319.277.2141
OWNER: WESTERN HOME INDEPENDENT LIVING SERVICES, INC. 420 E. 11TH STREET, CEDAR FALLS, IOWA 50613
- ENGINEER/SURVEYOR: WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC. 2705 UNIVERSITY AVENUE WATERLOO, IOWA
PHONE: 319.235.6294 FAX: 319.235.0028
- FLOOD INFORMATION OF SUBJECT PROPERTY:
THIS PRELIMINARY PLAT IS LOCATED ZONE X WHICH IS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FIRM FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 19013C0277F, EFFECTIVE DATE JULY 18, 2011.
- SOIL TYPES PRESENT AT SUBJECT PROPERTY:
(FROM SOIL SURVEY OF BLACK HAWK COUNTY, IOWA)
A.) KENYON LOAM, 2-5% SLOPES
- ELECTRICAL SERVICE SHALL BE BY CEDAR FALLS UTILITIES.
- GAS SERVICE SHALL BE BY CEDAR FALLS UTILITIES.
- CABLE TELEVISION SERVICE SHALL BE BY CEDAR FALLS UTILITIES AND MEDIACOM.
- TELEPHONE SERVICE SHALL BE BY QWEST.
- WATER MAIN, STORM SEWER, & SANITARY SEWER DIAMETER AS SHOWN.
- ALL PROPOSED SIDEWALKS ARE 6 FEET IN WIDTH
- EXISTING ZONING: SEE PLAT

LEGEND:

- - DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS OTHERWISE NOTED)
- ⊗ - DENOTES FOUND "X" CUT IN CONCRETE
- △ - DENOTES SECTION CORNER
- (0.00') - DENOTES RECORD DIMENSION
- 0.00' - DENOTES FIELD DIMENSION
- STM— - DENOTES EXISTING STORM SEWER LINE
- SAN— - DENOTES EXISTING SANITARY SEWER LINE
- WAT— - DENOTES EXISTING WATER LINE
- RDP— - DENOTES EXISTING ROOF DRAIN
- RDS— - DENOTES EXISTING ROOF DRAIN
- ⊙ - DENOTES EXISTING SAN. SEWER MANHOLE
- ☆ - DENOTES LIGHT POLE
- ⊠ - DENOTES ELECTRIC BOX
- ⊞ - DENOTES TELEVISION BOX
- ⊠ - DENOTES TELEPHONE BOX
- ⊠ - DENOTES FIRE HYDRANT
- ⊠ - DENOTES WATER VALVE

BENCHMARK:

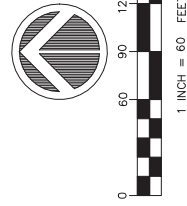
- NORTH BOLT OF FIRE HYDRANT LOCATED 56' NORTH OF CENTER OF SECTION, 31' WEST OF CENTERLINE S. MAIN STREET.
ELEVATION = 955.15

Wayne Claassen Engineering and Surveying, Inc.
 2705 University Avenue • P.O. Box 898 Waterloo, Iowa 50701
 Phone: (319) 235-6294

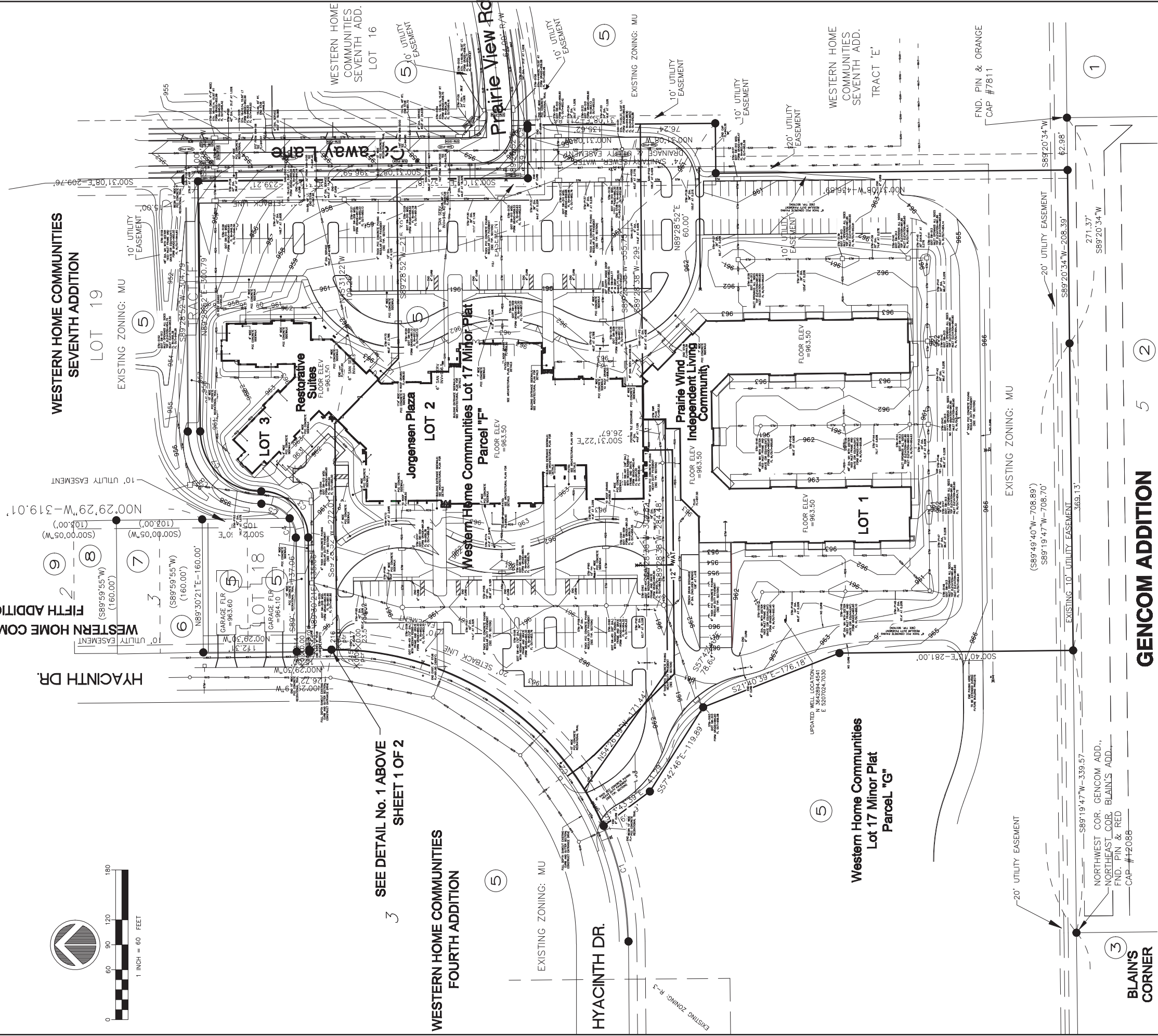


BK.	708	PG.	1	DR.	D.L.S.	DATE	02.18
FILE NO.	441P	CK'D	WJL	CC.	DATE	02.18	
DATE PLOTTED	03.28.18	FILENAME	MEIC_Bldg_Prel_Plat.DWG	REVISIONS			
	1.	03.28.18					Revised North line of Lot 01
	2.						
	3.						
	4.						
	5.						

Preliminary Plat
WESTERN HOME COMMUNITIES EIGHTH ADDITION
 A replat of Parcel "F", Western Home Communities Lot 17 Minor Plat
 Cedar Falls, Black Hawk County, Iowa
 March 2018



WESTERN HOME COMMUNITIES
SEVENTH ADDITION
LOT 19
EXISTING ZONING: MU
WESTERN HOME COMMUNITIES
SEVENTH ADD.
TRACT 'E'



SEE DETAIL No. 1 ABOVE
SHEET 1 OF 2

WESTERN HOME COMMUNITIES
FOURTH ADDITION

Western Home Communities
Lot 17 Minor Plat
Parcel "G"

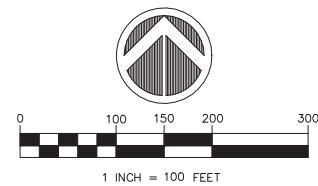
BLAIN'S
CORNER

GENCOM ADDITION

Preliminary Plat
WESTERN HOME COMMUNITIES EIGHTH ADDITION
A replat of Parcel 'F', Western Home Communities Lot 17 Minor Plat
Cedar Falls, Black Hawk County, Iowa
March 2018

Wayne Classen Engineering and
Surveying, Inc.
2705 University Avenue • P.O. Box 898 Waterloo, Iowa 50701
Phone: (319) 255-6294

PK.	708	PC.	1	DR.	D.L.S.	DATE	02.18
FILE NO.	4411P	CK'D	M.J.C.	DATE	02.18		
DATE PLOTTED	03.28.18	FILENAME	MIC 8th Plt.dwg	REVISIONS			
1.	03.28.18	Revised North line of Lot 01					
2.							
3.							
4.							
5.							



Final Plat WESTERN HOME COMMUNITIES EIGHTH ADDITION

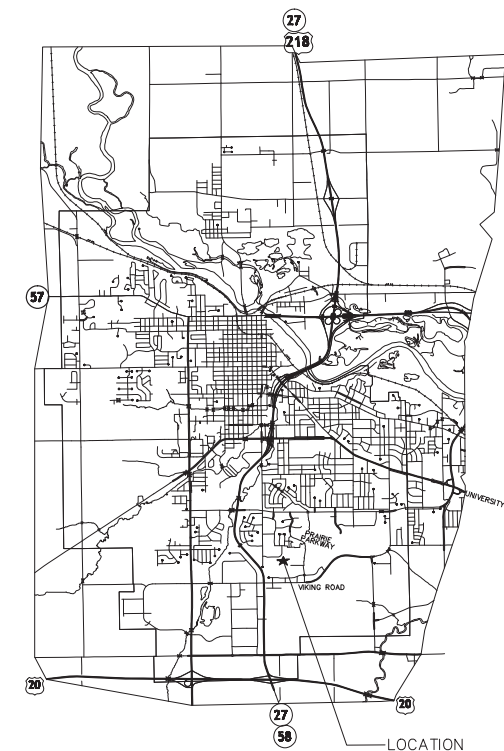
A replat of Parcel "F", Western Home Communities Lot 17 Minor Plat
Cedar Falls, Black Hawk County, Iowa
March 2018

NW 1/4, SE 1/4
SEC. 25

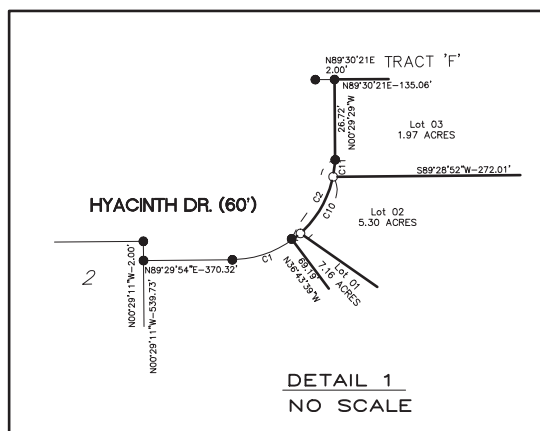
NE 1/4, SE 1/4
SEC. 25

LEGAL DESCRIPTION
Western Home Communities Minor Plat No. 8

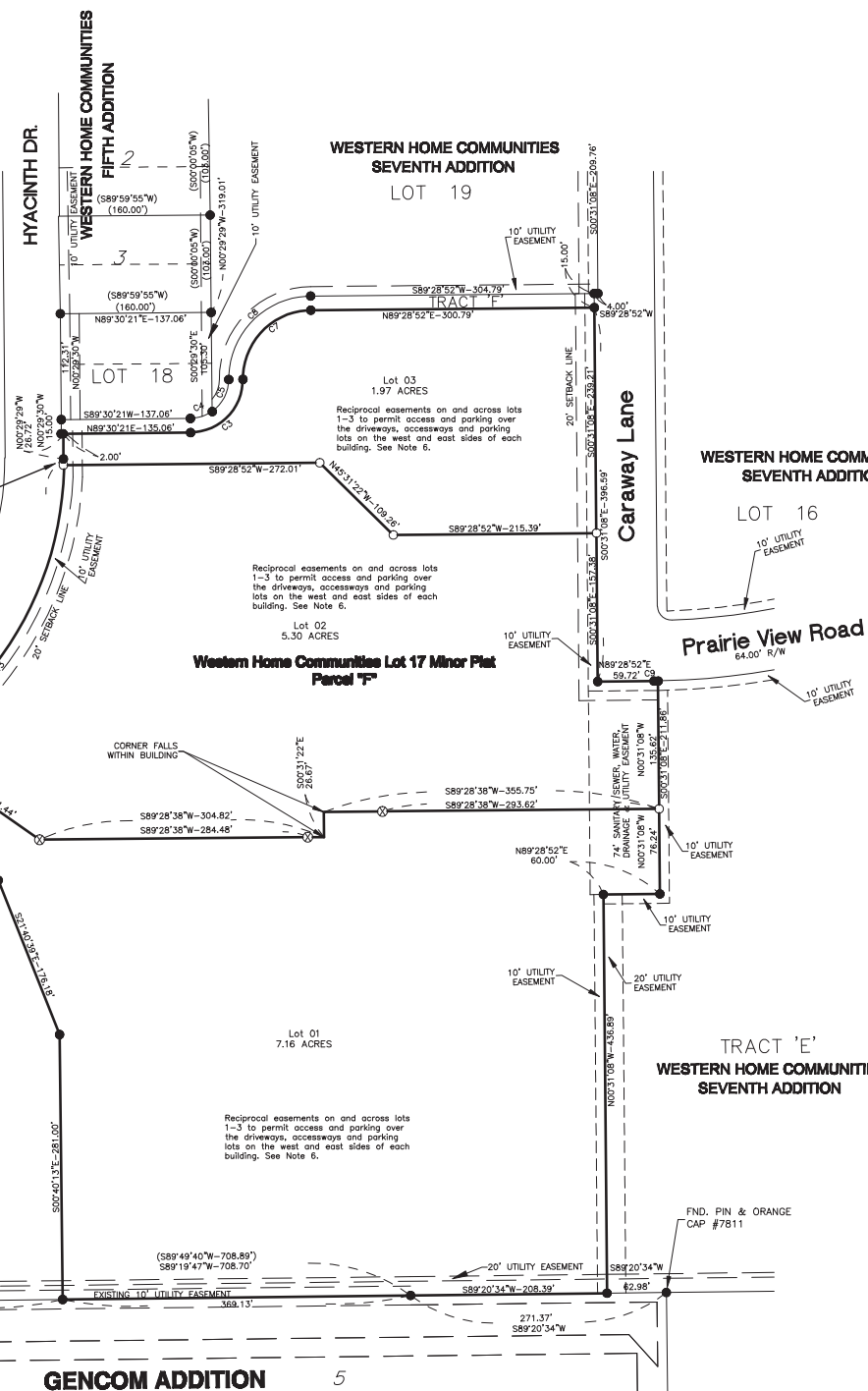
Parcel "F", Western Home Communities Lot 17 Minor Plat in Document No. 2016-19190 in the Black Hawk County Recorder's Office, in Cedar Falls, Black Hawk County, Iowa.



KEY MAP:
CEDAR FALLS, IA.



SEE DETAIL No. 1 ABOVE



GENERAL NOTES:

- DEVELOPER: WESTERN HOME COMMUNITIES (CONTACT KRIS HANSEN) 420 E. 11TH STREET CEDAR FALLS, IOWA 50613 PHONE: 319.277.2141
- OWNER: WESTERN HOME SERVICES, INC. 420 E. 11TH STREET CEDAR FALLS, IOWA 50613
- ENGINEER/SURVEYOR: WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC. 2705 UNIVERSITY AVENUE WATERLOO, IOWA PHONE: 319.235.6294 FAX: 319.235.0028
- THE MINIMUM UNADJUSTED ACCEPTABLE ERROR OF CLOSURE FOR THIS PROJECT WAS 1 IN 10,000.
- AREA OF FINAL PLAT IN ALIQUOT PART:
NW 1/4, SE 1/4, SEC. 25-T89N-R14W 0.22 ACRES
NE 1/4, SE 1/4, SEC. 25-T89N-R14W 14.21 ACRES
- THE OWNER SHALL PROVIDE RECIPROCAL EASEMENTS ON AND ACROSS LOTS 1-3 TO PERMIT ACCESS AND PARKING OVER THE DRIVEWAYS, ACCESSWAYS AND PARKING LOTS ON THE WEST AND EAST SIDES OF EACH BUILDING.

LEGEND:

- - DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
- - DENOTES SET 0.5"x24" IRON PIN & RED CAP #16775
- ⊗ - DENOTES SET "X" IN CONCRETE
- (0.00') - DENOTES RECORD DIMENSION
- 0.00' - DENOTES FIELD DIMENSION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	DIMENSIONS IN FEET	
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C10	406.35	354.00	65°45'05"	384.40	N32°27'33"E
C11	6.59	354.00	01°04'00"	6.59	N00°02'30"E
C12	49.92	354.00	08°04'48"	49.88	N62°18'12"E
C13	356.42	354.00	57°41'17"	341.56	N29°25'09"E

Sheet 1 of 1

CERTIFICATION

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

Signature: _____
Date: _____, 20____ License No. 16775
Pages or Sheets Covered by this Seal: THIS SHEET ONLY
My license renewal date is December 31, 2018



wayne claassen engineering
and surveying, inc.
waterloo, iowa

Preparer: Mark F. Conway c/o Swisher & Cohrt, PLC,
P.O. Box 1200, 528 W. 4th St., Waterloo, IA 50704

(319) 232-6555 Phone
(319) 232-4835 Fax

DEED OF DEDICATION

**WESTERN HOME COMMUNITIES EIGHTH ADDITION
CEDAR FALLS, IOWA**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Western Home Services, Inc., an Iowa nonprofit corporation, being desirous of laying out and platting into lots and tracts the real estate described in the Certificate of Survey prepared by David L. Scheil, a Registered Land Surveyor, dated the 27 day of March 2018, attached as Exhibit "A" do by these presents, designate and set apart the real estate described in the plat showing location and numbers and letters of lots and names and locations of streets as a subdivision of the City of Cedar Falls, in Black Hawk County, Iowa, the same to be known hereafter and called Western Home Communities Eighth Addition, Cedar Falls, Iowa, all of which is with the free consent and desire of the undersigned. The owners do hereby grant and convey to the City of Cedar Falls, its successors and assigns and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of such services over, across, on and/or under the property as shown on the attached plat.

ADJACENT SUBDIVISIONS AND UNPLATTED PARCELS

The Western Home Communities Eighth Addition was formerly described as Parcel "F" in the Western Home Communities Lot 17 Minor Plat, located in the Western Home Communities Seventh Addition. The Eighth Addition is thus completely within the Seventh Addition, which is bordered on the west by the Western Home Communities Fourth and Fifth Additions; on the north by the Western Home Communities Sixth Addition; and on the south and east by an unplatted tract of land (Tract "E") owned by Western Home Services, Inc. The east border of the Seventh Addition is known as Prairie Parkway.

Item G.2.I.

COVENANTS AND RESTRICTIONS

The undersigned do also covenant and agree for themselves, and their successors and assigns, that each and all of the lots in the subdivision shall be, and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were set forth and contained in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereafter make for any of the lots, and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in the particulars hereinafter stated, to-wit:

1. All lots and tracts shall be known as and available for such uses as may be permitted under the zoning regulations of the City of Cedar Falls, in effect at that time, as may be amended from time to time, except as otherwise restricted in this Deed of Dedication.
2. Each portion of the property shall be made subject to the covenants, restrictions, easements, obligations, and other provisions of that certain Charter for Pinnacle Prairie Commercial Properties recorded prior to the conveyance of the property (such Charter, as it may be amended from time to time in accordance with its terms, is referred to herein as the "Charter"). The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any other person or entity holding any interest in such property, as well as their respective guests and invitees. The record owner of each lot or condominium unit within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the "Association") and shall remain a member as long as he or she holds title to such property. Membership in the Association shall be appurtenant to and may not be separated from ownership of such lot or condominium unit. The Association shall be organized to perform such obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing the Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the Association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the Association and such liability for a share of the common expenses of the Association as described in the Charter and the by-laws of the Association. The financial obligations of each record owner to the Association shall be a personal obligation of such owner and shall be secured by a lien in favor of the Association against the owner's property under the Charter.
3. Structures are restricted to those allowed in Mixed Use Residential Zoning Districts and as may be permitted under the applicable zoning regulations of the City of Cedar Falls, as may be amended from time to time, except as otherwise restricted in this Deed of Dedication.
4. All buildings to be erected on any lot shall be constructed within building lines as indicated on the plat, and within City of Cedar Falls building and zoning ordinances.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

6. The titleholder of each lot and tract, vacant or improved, shall keep the same free of weeds and debris.
7. No obnoxious or offensive trade shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 467A, Code of Iowa, as amended by the 73rd General Assembly, pertaining to soil erosion control plans for certain land disturbing activities. This covenant shall be perpetual and shall run with the land.
9. No grading or other construction shall be performed on any lot in the subdivision that blocks the flow of surface drainage water.
10. Mailboxes shall be clustered in a common neighborhood monument-type mailboxes arrangement as required by the United States Postal Department.
11. Any and all drainage easements shall be required to follow the "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction shall be built in and over such drainage easements. All lot owners and/or contractors working on such lots will be responsible to maintain such easements and keep the same free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per the City's Stormwater Management Plan.
12. The Developer shall perform the construction duties necessary to establish the common area, green spaces, entrance, retention pond(s) and surrounding access areas. The Developer shall initially maintain the common area, green spaces, entrance retention pond(s) and surrounding access of the development (whether located in such subdivision or serving such subdivision but located outside thereof). Such ownership and maintenance shall include, without limitation, common neighborhood monument-type mailboxes, mowing, watering, including upkeep of any underground sprinkler systems, snow removal of common areas, maintenance of any retention pond(s) and/or water retention/detention area(s), and comply with all water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for the Western Home Communities Eighth Addition.
13. The subdivision is located in the Central Service Area. Responsibility for maintaining the streets and features as previously shown on Exhibit "B" to the Western Home Communities Seventh Addition, the same previously acknowledged by the City in its approval of the Western Home Communities Seventh Addition. Responsibility for maintaining drainage and detention shall be as shown on Exhibit "C" to the Western Home Communities Seventh Addition, the same previously acknowledged by the City in its approval of the Western Home Communities Seventh Addition.
14. No dwelling or building on any lot in the subdivision shall be occupied until the exterior is completed and finished, the interior is substantially completed and finished, and the City of Cedar Falls, Iowa, issues an occupancy permit. All construction and landscaping shall be completed within 12 months of issuance of building permit by the City of Cedar Falls, Iowa.

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15. No old or used buildings shall be moved upon any of the lots in the subdivision for any purpose and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep,
16. Inoperable cars, trucks, or other vehicles or equipment shall not be parked or stored on any street or driveway in the subdivision or kept upon any lot unless the same are entirely enclosed in a permanent structure.
17. Commercial and recreational equipment and vehicles of any type, whether camping, boat, utility, trailers of any type, snowmobile, tractors of any type, or otherwise, shall not be parked on driveway in the subdivision or kept upon any residentially zoned lot unless the same be entirely enclosed in a permanent structure, or unless said vehicle as hereinabove described is owned by a guest or invitee of the owner of said lot, in which case, such exception shall not continue for more than thirty (30) days.
18. No bus, semi-tractor, trailer, or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any residential lot or street in the subdivision, provided, however, that this prohibition shall not apply to such vehicles driven in the subdivision in pursuit of and conducting their usual business.
19. No concrete block, hollow tile construction, modular or pre-built home, earth home, or geodesic dome building is to be erected on any lot in the residentially zoned area.
20. No trees or shrubs shall be planted by any lot owner within the street right-of-way.
21. Any footing drain tiles, roof-leaders, sump pump systems installed in conjunction with the construction of a residence shall be expelled into the front, rear, or side yard or longitudinal sub-drains in the street, and shall not be expelled into any sanitary sewer system or directly onto the street.
22. No radio station or short-wave operators shall construct reception or transmission towers on a lot, nor operate or conduct transmissions from any lot, which shall cause interference to audio or video reception upon any other lot. A satellite dish may be attached to a dwelling on any lot, provided that it shall be attached to the rear of any dwelling and no closer to the side lot lines than such dwelling.
23. No horses, poultry, rabbits or livestock of any variety shall be kept or raised, nor shall any outdoor kennels housing more than two dogs be maintained on any lot in the subdivision.
24. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.
25. The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building

thereon, for a period of 21 years from the date of filing of said plat, and this Deed of Dedication for record, unless by a vote of a majority of the then owners of the lots, it is agreed to change the said covenants in full or in part. Within the period of 21 years and in accordance with Iowa Code Sections 614.24 and 614.25 or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional 21 years upon compliance with Sections 614.24 and 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

**DEDICATION AND CONSTRUCTION OF STREETS,
SEWERS, UTILITIES AND OTHER IMPROVEMENTS**

The undersigned agree:

- A. That sanitary sewer, together with all necessary manholes and sewer service lines to all lots in the plat will be provided.
- B. That utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
- C. That City water and municipal fire hydrants will be provided as required by the City of Cedar Falls, Iowa.
- D. That the streets described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for street purposes.
- E. That the recreational trails described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for recreational purposes.
- F. That permanent easements will be provided for turn-arounds at the end of any streets described on the attached Plat.
- G. That off-site easements will be provided for storm sewers and sanitary sewers.
- H. That a 4-foot wide portland cement concrete sidewalk, 4 inches thick, and a concrete surface or hard surface entrance and parking area will be installed during or immediately after the construction of a building on any particular lot, and that the sidewalk will be constructed across the full width of the lot and on corner lots; also, across the parking and full length of the lot. The above notwithstanding, sidewalks and recreational trails shall be installed as buildings are constructed on all lots and tracts, or within 5 years from the date of the acceptance of the final plat, whichever comes first.
- I. That the work and improvements called for herein shall be in accordance with the construction plans and specifications approved by the City of Cedar Falls, Iowa, and performed under the supervision of the Engineer hired by the owners, with review of such Engineer's certified completion statement by the City Engineer. If the undersigned, its grantees and assigns fail to complete the work and improvements called for herein within one year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the respective lots. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive statutory protections and

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limitations as to cost and assessments and agree that the City may install said improvements and assess the total costs thereof against the lot.

- J. That the City may perform the work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

Executed this ____ day of _____ 2018.

WESTERN HOME SERVICES, INC.

By: _____

Name: Kris W. Hansen

Title: Chief Executive Officer

STATE OF IOWA, COUNTY OF BLACK HAWK) ss:

On this ___ day of _____ 2018, before me, a Notary Public in and for the State of Iowa, personally appeared Kris W. Hansen, to me personally known who, being by me duly sworn, did say that he is the Chief Executive Officer of Western Home Services, Inc., the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that this instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kris W. Hansen as Chief Executive Officer acknowledged the execution of this instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P. O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

CERTIFICATE OF SURVEY

I, David L. Scheil, Licensed Land Surveyor, do hereby certify that I have made a survey of what is to be known as WESTERN HOME COMMUNITIES EIGHTH ADDITION, Cedar Falls, Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

DESCRIPTION

Parcel "F", Western Home Communities Lot 17 Minor Plat in Document No. 2016-19190 in the Black Hawk County Recorder's Office, in Cedar Falls, Black Hawk County, Iowa.

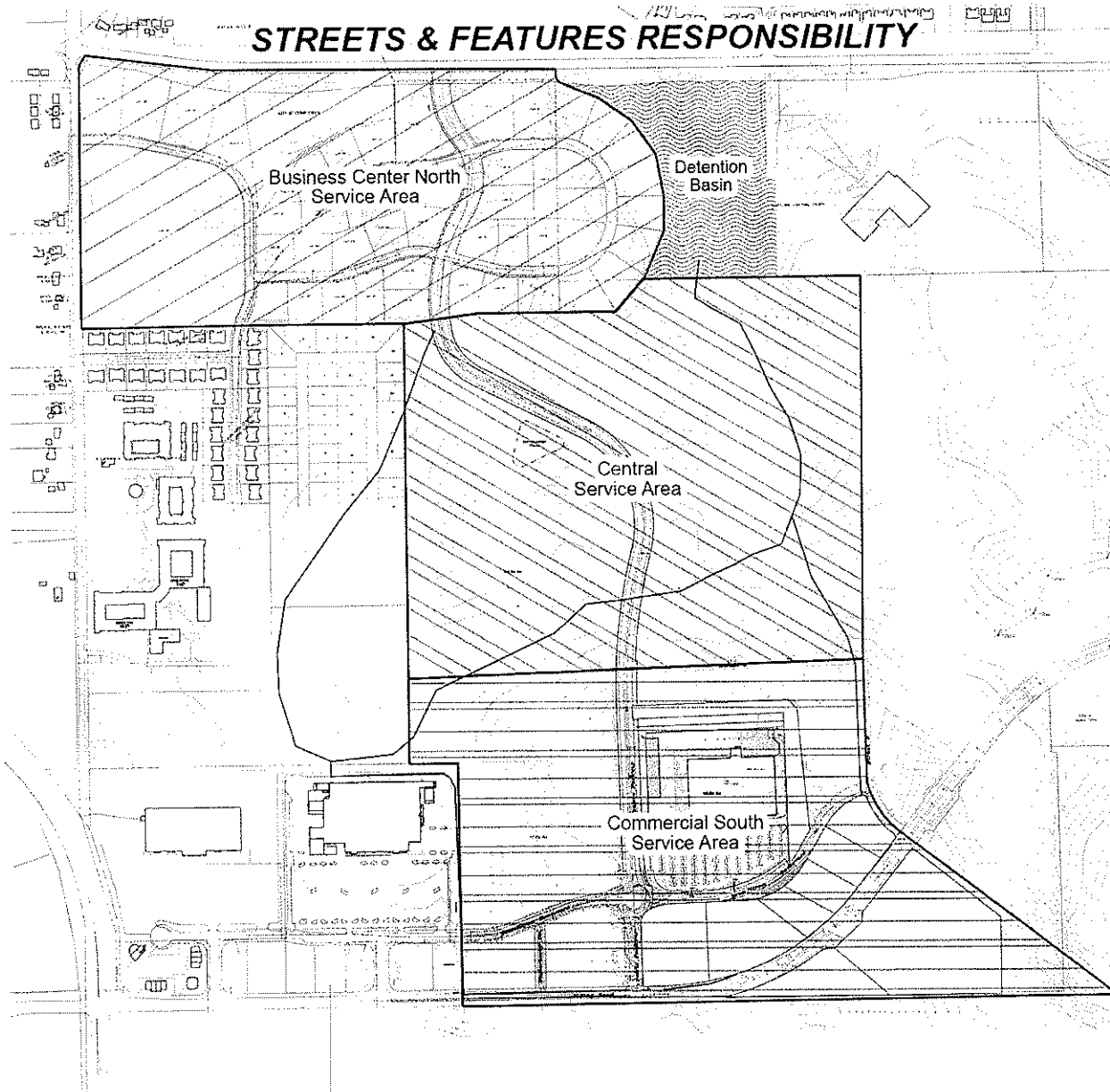
I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the location of streets, avenues and lots and their representative names, numbers, widths, courses and dimensions are to be as shown on the accompanying plat; that said survey and plat contain and show any excesses and/or deficiencies from former surveys, and that iron stakes are set at all lot corners by one year from this date.

WITNESS my hand and seal at Waterloo, Iowa, this 27 day of MARCH, 2018.



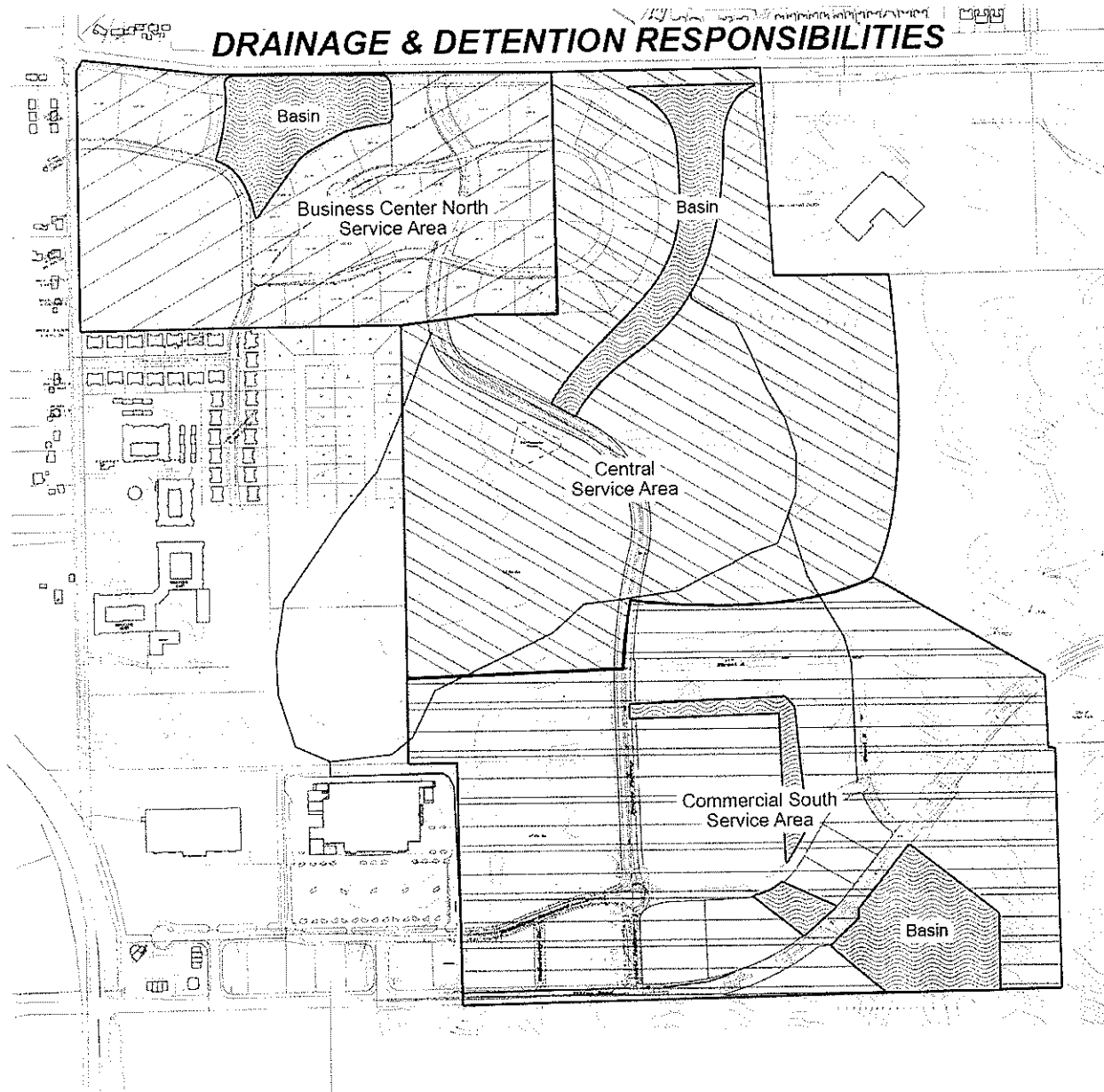


David L. Scheil
L.S. No. 16775
State of Iowa



Costs for maintaining boulevard medians, common areas not related to drainage (such as entry features, landscaping, signage), trails, sidewalks, and so on within each service area are allocated to owners within each of the service areas, with one exception: 40% of the cost of maintaining the fountain, entry landscaping and monument sign at Greenhill Road is allocated to the landowners in the Central Service Area with frontage along Prairie Parkway.

Exhibit C



Costs for maintaining drainage ways and detention basins within each service area are allocated to owners within those service areas.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: 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. 15th Street and West 16th 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
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 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 6th, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on April 6th, 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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: March 28, 2018
SUBJECT: Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
 Amendment No. 4

In April 2016 the Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary initial objectives of establishing Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan were to update and amend the Plan to remove projects that have been completed, to review ongoing existing projects and cost estimates, and to include new projects that are primarily identified in the City's most current Capital Improvements Program.

For the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), there are several goals that are being accomplished. The first is to remove several projects that have been completed and to update the cost estimate of another project that is already in the Plan. The second is to remove a portion of the area from the Plan that recently met its sunset date in regards to the 20 year lifespan that this area has (per State Code). The third is to add several areas of right-of-way along Viking Road in order to better connect all of the areas within the Plan.

With the above information noted, a copy of the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 4 and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that may occur within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. The Community Development Department recommends that City Council adopt the following attached

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Resolution prepared by the Ahlers Law Office:

1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

The Consultation Session (required by law) with the local taxing entities will be scheduled for April 10, 2018 while the date of Public Hearing will be set for May 7, 2018.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
Nathan Overberg, Ahlers Law Office

ITEM TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

April 2, 2018

7:00 P.M.

Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

IMPORTANT INFORMATION

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

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

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April 2, 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 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled “RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA”, 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:

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RESOLUTION NO. _____

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58
CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF
CEDAR FALLS, STATE OF IOWA

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

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

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

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

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

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

Industrial Park Urban Renewal Area (1990)

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line

extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

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

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

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

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

Except that portion described as follows:

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

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distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

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

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

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

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

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

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

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

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

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

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

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

and

Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along

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said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

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

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

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

And also,

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

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

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

And also,

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

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

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South

on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

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

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

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

And also,

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

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

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to

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the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

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

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

And also,

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

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of East Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part

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vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of

Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

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

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

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Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

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

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

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

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

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove property, add right-of-way to retain a contiguous area, and update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 4 to the Urban Renewal Plan removes land, as follows:

Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;
thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;
thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

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

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

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

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

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

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

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

and also,

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

Commencing at the Northeast corner of said Section 36;

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

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

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

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

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

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

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

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

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

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

thence along said South line East to the Southeast corner of said Tract A;

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

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

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

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

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

and also,

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

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

And also,

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

Commencing at the Northwest corner of said Section 35;

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

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

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

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

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

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

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;
thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;
thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;
thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;
thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;
thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;
thence along said Northerly right of way line Westerly to the West line of said Section 3;
thence along said West line North to the Northwest corner of said Section 3;
thence along the North line of said Section 3 East to the Southwest corner of said Section 35;
thence along the West line of said Section 35 to the Point of Beginning.

WHEREAS, this proposed Amendment No. 4 to the Unified Urban Renewal Area adds land to the Area to maintain a contiguous area as follows:

Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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

Commencing at the Southeast corner of said Southeast Quarter;
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

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and also,

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

Beginning at the Southwest corner of said Section 26;
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;
thence along said South line West to the Point of Beginning;

and also,

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

Beginning at the Southeast corner of said Section 27;
thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;
thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;
thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;
thence South along said corporate limits to the South line of said Section 27;
thence Easterly along said South line to the Point of Beginning.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the

general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on April 10, 2018, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Planner II, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, the notice to be in substantially the following form:

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NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 4 TO THE CEDAR FALLS
UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL
PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on April 10, 2018, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Planner II, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on May 7, 2018, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

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(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 4 TO THE CEDAR FALLS
UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN
FOR AN URBAN RENEWAL AREA IN THE CITY OF CEDAR
FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on May 7, 2018 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa, which Amendment will add and remove property from the Urban Renewal Area as follows:

**Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58
Corridor Urban Renewal Area**

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

Commencing at the Southeast corner of said Southeast Quarter;
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:
Beginning at the Southwest corner of said Section 26;
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;
thence along said South line West to the Point of Beginning;

and also,

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

Beginning at the Southeast corner of said Section 27;
thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;
thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;
thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;
thence South along said corporate limits to the South line of said Section 27;
thence Easterly along said South line to the Point of Beginning.

Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;
thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;
thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;
thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;
thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;
thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;
thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;
thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;
thence along said Northerly right of way line Westerly to the West line of said Section 35;
thence along said West line North to the Point of Beginning;

and also,

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

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

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

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

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

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

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

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

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

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

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

thence along said South line East to the Southeast corner of said Tract A;

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

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

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

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

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

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows: All that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

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

Commencing at the Northwest corner of said Section 35;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue

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bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment identifies various specific public infrastructure or site improvements to be undertaken by the City, as previously proposed in prior Amendments, and provides that the Amendment may be amended from time to time.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 2nd day of April, 2018.

Mayor

ATTEST:

City Clerk

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

Exhibit 1

AMENDMENT NO. 4 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

Cedar Falls Industrial Park Urban Renewal Area (1990)
Expanded Industrial Urban Renewal Area (1995) – Amendment #1
Cedar Falls Industrial Park Urban Renewal Area (2003) – Amendment #2
Northern Cedar Falls Industrial Park Urban Renewal Plan (2009)
Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2012)
Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2014)
Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2016)
Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2018)

**AMENDMENT NO. 4 TO THE
CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

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

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

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

This Unified Urban Renewal Area is being further amended by this Amendment No. 4 to the Urban Renewal Plan (“Amendment” or “Amendment No. 4”) to remove property, add right of way to retain a contiguous area, and update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

Except as modified by this Amendment No. 4, the provisions of Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

The property being removed by this Amendment No. 4 to the Urban Renewal Plan includes land that has already been developed as well as undeveloped property that is being removed to be placed in the South Cedar Falls Urban Renewal Area. The property being added to the Unified Urban Renewal Area by this Amendment No. 4

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includes a portion of the right of way along Viking Road in two locations in order to ensure the remaining portions of the Unified Area are contiguous.

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

Maps of the land being added to and removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area by this Amendment No. 4 are included in Exhibit C.

DISTRICT DESIGNATION

With the adoption of this Amendment No. 4, the City continues to designate the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial development (including but not limited to corporate office and technology projects).

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. The Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, and this Amendment No. 4, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in Amendment No. 4 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan does not change or in any way replace the City’s current land use planning or zoning regulation process.

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

PROJECT AREA OBJECTIVES

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

TYPE OF RENEWAL ACTIVITIES

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

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URBAN RENEWAL PROJECTS
(AMENDMENT NO. 4)

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

AMENDMENT NO. 1 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

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

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to roadways in Phase III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$1,483,869
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West	Economic Development – promotion of commercial/industrial	\$750,000

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Viking Road Industrial Park.		
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000
Phase II construction for Leverage Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000
Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 <i>(Completed since Amendment No. 3)</i>
	TOTAL:	\$11,042,991

ONGOING URBAN RENEWAL PROJECTS:

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

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) Development and Tax Rebate Agreements:		
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development- promotion of commercial/industrial	\$309,129
Development and Tax Rebate Agreements for	Economic Development- promotion of	\$3,500,000

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future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	commercial/industrial	
2) Land Acquisitions:		
City land acquisitions to accommodate future economic development growth and job creation within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$1,900,000
3) Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with economic development projects occurring within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$350,000
4) City Identified Capital Improvement Projects:		
GIS mapping hardware and software allocated to the Urban Renewal Plan Area along with consultant fees for the development of mapping and data collection for areas within the Urban Renewal Plan Area.	Economic Development-promotion of commercial/industrial	\$100,000
Northern Cedar Falls Industrial Park insurance and maintenance for operation of the existing rail spur and future additional rail.	Economic Development-promotion of commercial/industrial	\$250,000
Industrial Park Signage Program to include the installation of new signage in the Northern Cedar Falls Industrial Park, Wayfinding	Economic Development-promotion of commercial/industrial	\$200,000

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Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area. Provides for a cohesive theme for both Industrial Parks.		
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$4,500,000
Highway 58 and Viking Road Intersection Improvements to include the study, design, construction of an interchange at the intersection of Highway 58 and Viking Road.	Economic Development-promotion of commercial/industrial	\$11,250,000 (Amendment No. 4 adds \$1,250,000)
Streetscape and public art installation and/or related in infrastructure to the installation that could include median, shoulder and roundabout improvements along Ridgeway Avenue, Hudson Road, Highway 58, Viking Road, or other areas within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$375,000
Cedar Falls Mayor's Pedestrian Bridge Crossing at Greenhill Road and Highway 58	Economic Development-promotion of commercial/industrial	\$3,000,000
5) Cedar Falls Utilities TIF Expenses:		
Additional gas utility	Economic Development-	\$1,000,000

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installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	promotion of commercial/industrial	
Additional water utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$1,500,000
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$2,700,000 (Amendment No. 3 added \$100,000)
	TOTAL for Ongoing Projects in Amendment No. 1:	\$30,934,129

The previously approved projects originally identified in Amendment No. 1 had a total estimated cost to be reimbursed through incremental tax revenues of \$54,755,000 at the time Amendment No. 1 was adopted. The updated total of \$30,934,129 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 4.

AMENDMENT NO. 2 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

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

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		

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2015/2016 Pavement Management Program including but not limited to Asphalt Overlays of Commerce Drive from Chancellor Drive to end of new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive	Economic Development – promotion of commercial/industrial	\$584,711
2) Cedar Falls Utilities TIF Expenses		
Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.	Economic Development – promotion of commercial/industrial	\$10,000,000
	TOTAL:	\$10,584,711

ONGOING URBAN RENEWAL PROJECTS:

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

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but	Economic Development – promotion of commercial/ industrial	\$900,000

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not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.		
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway and Ridgeway Avenue. Includes design, construction and related project expenses.	Economic Development – promotion of commercial/ industrial	\$200,000
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City’s Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$400,000
	TOTAL for Ongoing Projects in Amendment No. 2:	\$1,550,000

The previously approved projects originally identified in Amendment No. 2 had a total estimated cost to be reimbursed through incremental tax revenues of \$12,134,711 at the time Amendment No. 2 was adopted. The updated total of \$1,555,000 noted above has been adjusted to remove the costs of fully-certified projects.

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AMENDMENT NO. 3 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

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

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

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ONGOING URBAN RENEWAL PROJECTS:

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

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$2,500,000
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$2,000,000
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban Renewal Area.	Economic Development— promotion of commercial/industrial	\$500,000
University Avenue/Highway 58 Interchange reconstruction within the Urban Renewal Area including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.	Economic Development – promotion of commercial/industrial	\$8,000,000

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Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Commerce Drive, Viking Road, and other road extension or reconstruction projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$750,000
2) Cedar Falls Utilities TIF Projects		
Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$2,800,000
	TOTAL for Ongoing Projects in Amendment No. 3:	\$16,550,000

The previously approved projects originally identified in Amendment No. 3 had a total estimated cost to be reimbursed through incremental tax revenues of \$21,850,000 at the time Amendment No. 3 was adopted. The updated total of \$16,550,000 noted above has been adjusted to remove the costs of fully-certified projects.

FINANCIAL DATA

Constitutional debt limit:	\$149,224,259
Current general obligation debt:	\$13,270,000

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

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

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Subject to the foregoing, it is estimated that the future costs to be certified for reimbursement through tax increment revenues for those projects identified in this Amendment No. 4 as ongoing projects from Amendments No. 1, 2, and 3, as updated in Amendment No. 4, will not exceed in total \$49,034,129.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

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

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Unified Area and for other urban renewal projects or incentives for

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development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Unified Area.

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

PROPERTY ACQUISITION/DISPOSITION

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

RELOCATION

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

STATE AND LOCAL REQUIREMENTS

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

REPEALER AND SEVERABILITY

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

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

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, addition of new or modification of existing urban renewal projects, deletion of completed urban renewal projects, modification to urban renewal project costs, to add or change land use controls and

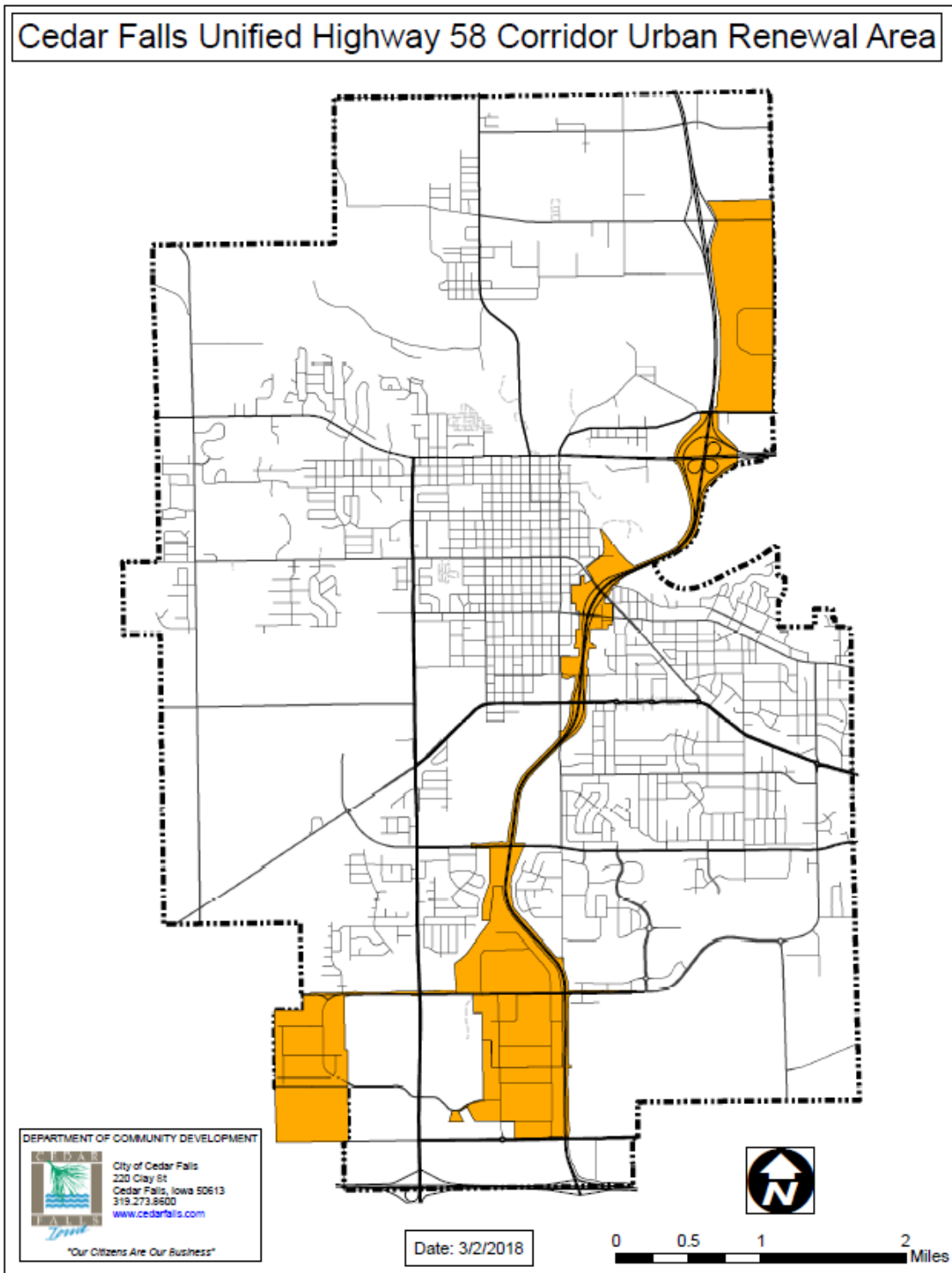
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regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

This Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council. This Amendment No. 4 is not adding any taxable property which could be subject to a “division of revenue.” This Amendment is making no changes to the effective dates or the duration of any division of revenue from any already existing subareas or amendment areas of the Unified Urban Renewal Area, as amended.

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



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

Industrial Park Urban Renewal Area (1990)

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

and

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

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

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

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

Except that portion described as follows:

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

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

and

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

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

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

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

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

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

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

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

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

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

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

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

and

Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

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

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

and

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

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

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

And also,

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

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

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

And also,

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

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

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

And also,

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

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

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

And also,

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

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

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

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

And also,

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

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

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

And also,

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

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

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

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

And also,

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

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

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

and

Land Added by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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

Commencing at the Southeast corner of said Southeast Quarter;
thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;
thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;
thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;
thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

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

Beginning at the Southwest corner of said Section 26;
thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;
thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

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

and also,

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

Beginning at the Southeast corner of said Section 27;
thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;
thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;
thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;
thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;
thence South along said corporate limits to the South line of said Section 27;
thence Easterly along said South line to the Point of Beginning.

Land Removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;
thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;
thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;
thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;
thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;
thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;
thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

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

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

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

and also,

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

Commencing at the Northeast corner of said Section 36;

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

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

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

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

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

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

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

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

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

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

thence along said South line East to the Southeast corner of said Tract A;

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

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

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

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

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

and also,

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

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

And also,

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

Commencing at the Northwest corner of said Section 35;

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

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

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

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

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

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

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

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

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

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

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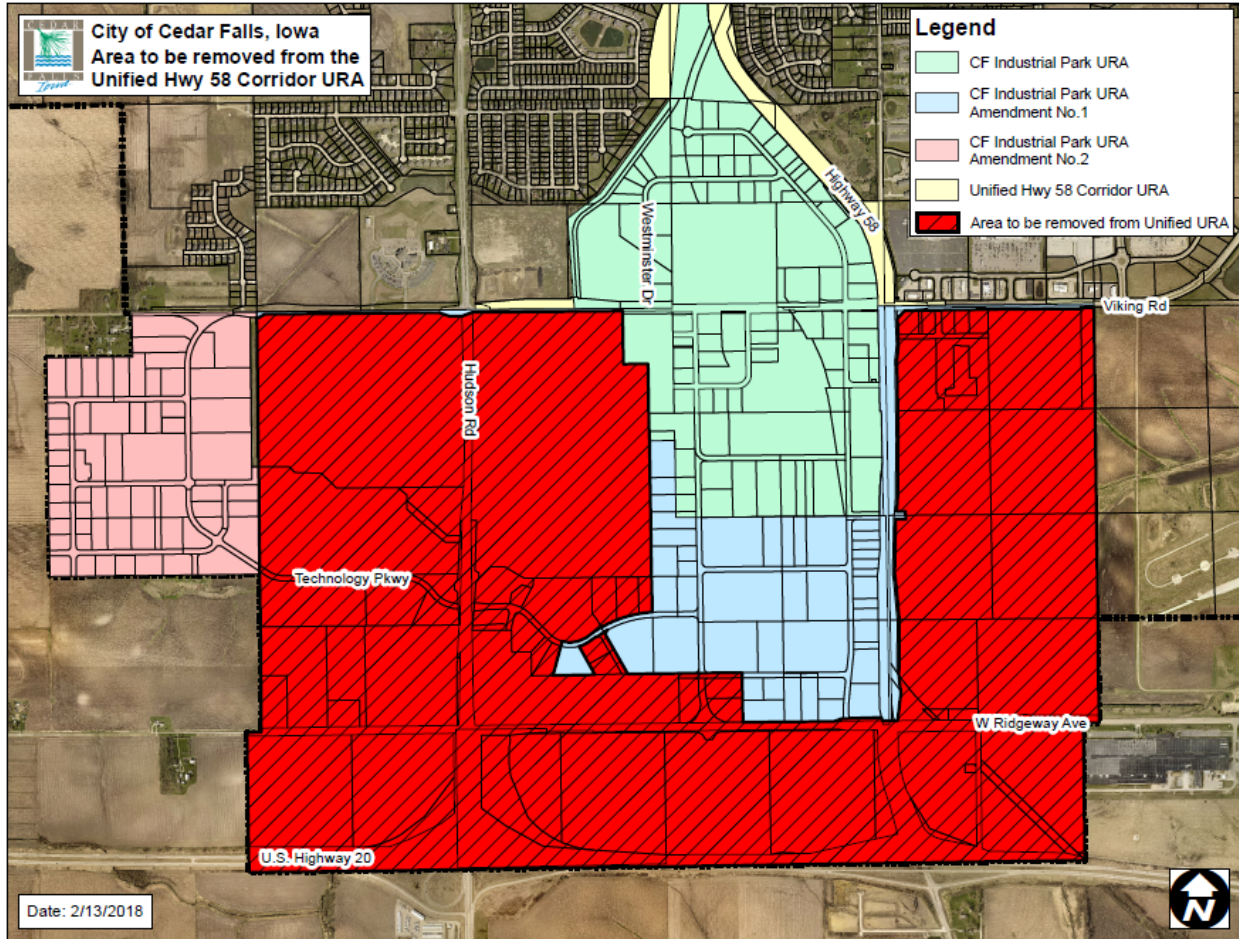
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thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;
thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;
thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;
thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;
thence along said Northerly right of way line Westerly to the West line of said Section 3;
thence along said West line North to the Northwest corner of said Section 3;
thence along the North line of said Section 3 East to the Southwest corner of said Section 35;
thence along the West line of said Section 35 to the Point of Beginning.

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EXHIBIT C
MAPS OF THE AREA BEING REMOVED FROM & THE AREAS BEING ADDED TO
THE UNIFIED URBAN RENEWAL AREA BY AMENDMENT NO. 4

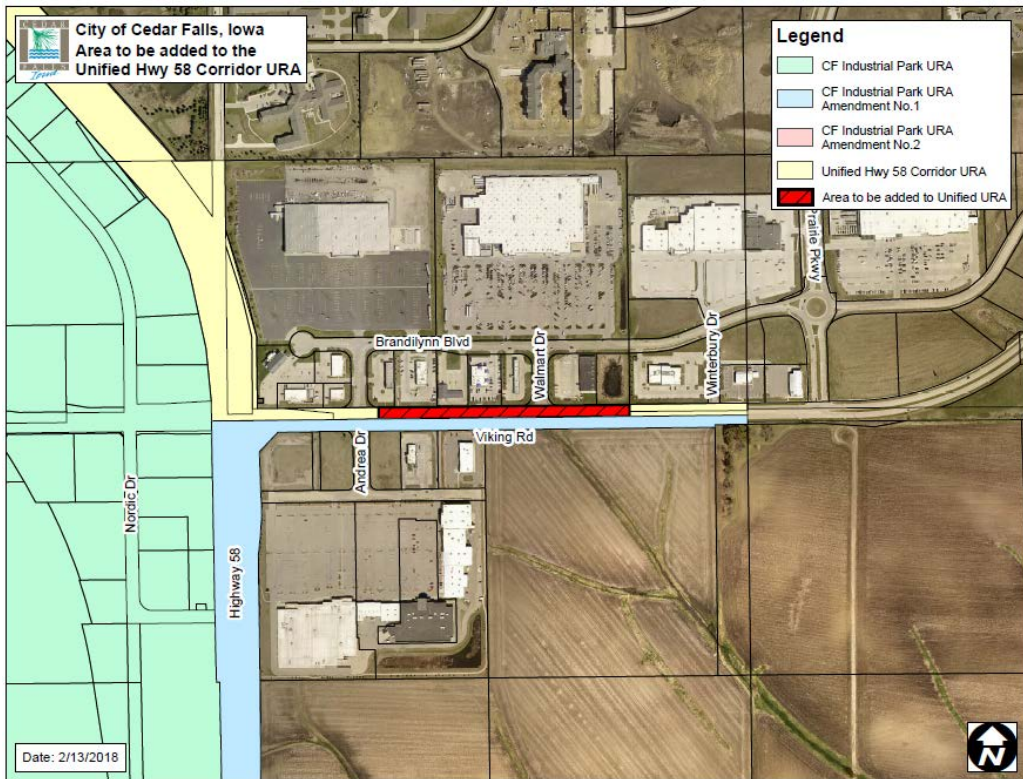
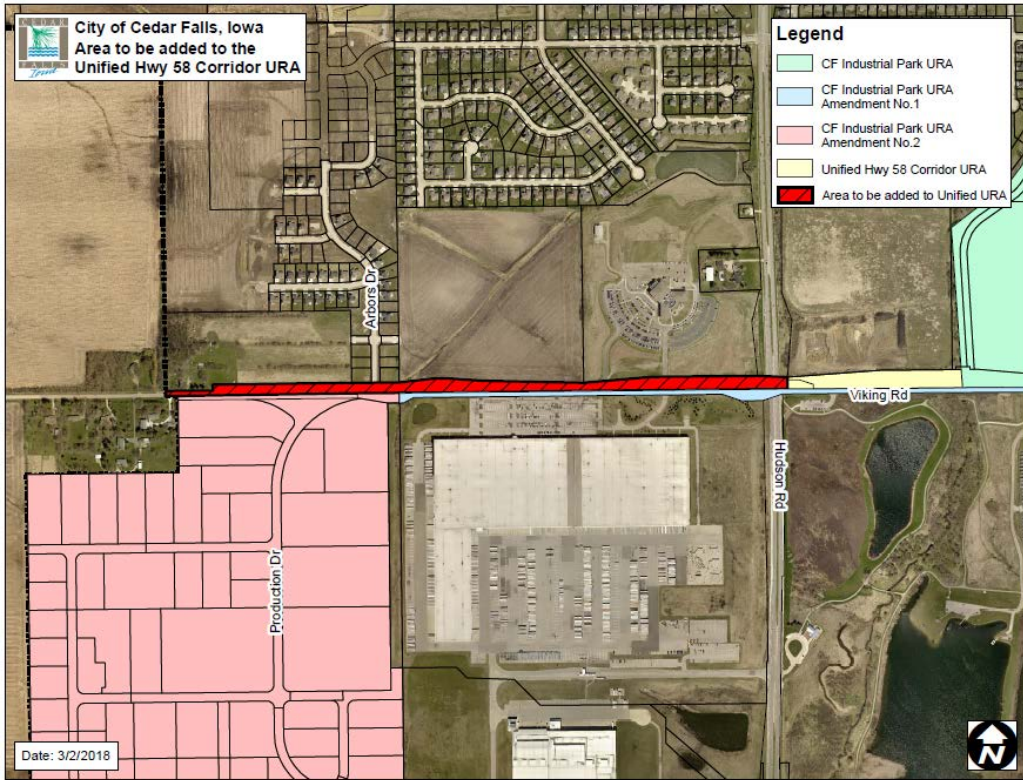
Area To Be Removed By Amendment No. 4:



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Areas To Be Added By Amendment No. 4:



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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)

01462739-1\10283-159



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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: March 28, 2018
SUBJECT: Adoption of the South Cedar Falls Urban Renewal Plan

The proposed Urban Renewal Plan for the South Cedar Falls Urban Renewal Area has been developed to help promote economic development in this portion of Cedar Falls. The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

The South Cedar Falls Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City.

With the above information noted, a copy of the proposed South Cedar Falls Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Plan and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that may occur within the South Cedar Falls Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the South Cedar Falls Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. The Community Development Department recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed South Cedar Falls Urban Renewal Plan for a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa.

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The Consultation Session (required by law) with the local taxing entities will be scheduled for April 10, 2018 while the date of Public Hearing will be set for May 7, 2018.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
Nathan Overberg, Ahlers Law Office

ITEM TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

April 2, 2018

7:00 P.M.

South Cedar Falls Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed South Cedar Falls Urban Renewal Plan for a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa.

IMPORTANT INFORMATION

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

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

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April 2, 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 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED SOUTH CEDAR FALLS URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA", 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:

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RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED SOUTH CEDAR FALLS URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed South Cedar Falls Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the South Cedar Falls Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of the following undeveloped property, a portion of which is being removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area by Amendment No. 4 to the Unified Plan:

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;
thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;
thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;
thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;
thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;
thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

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

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

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

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

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

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

thence along said Northerly right of way line Easterly to the East line of said Section 2;

thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;

thence along said South Corporate Limits line West to the West line of said Section 3;

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

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

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

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the South Cedar Falls Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed South Cedar Falls Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed South Cedar Falls Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed South Cedar Falls Urban Renewal Plan

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and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed South Cedar Falls Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed South Cedar Falls Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on April 10, 2018, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Planner II, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed South Cedar Falls Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED SOUTH CEDAR FALLS URBAN RENEWAL
PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on April 10, 2018, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed South Cedar Falls Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Planner II, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed South Cedar Falls Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

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Section 3. That a public hearing shall be held on the proposed South Cedar Falls Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on May 7, 2018, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED SOUTH CEDAR FALLS URBAN RENEWAL PLAN
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF
CEDAR FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on May 7, 2018 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed South Cedar Falls Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa, legally described as follows:

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;
thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;
thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;
thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;
thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;
thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;
thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;
thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;
thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;
thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;
thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;
thence along said Northerly right of way line Easterly to the East line of said Section 2;
thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;
thence along said South Corporate Limits line West to the West line of said Section 3;

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thence along said West line North to the Northwest corner of said Section 3;
thence along the North line of said Section 3 East to the Southwest corner of said
Section 35;
thence along the West line of said Section 35 to the Point of Beginning.

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed South Cedar Falls Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed South Cedar Falls Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed South Cedar Falls Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 2nd day of April, 2018.

Mayor

ATTEST:

City Clerk

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

Exhibit 1

SOUTH CEDAR FALLS URBAN RENEWAL PLAN

for the

SOUTH CEDAR FALLS URBAN RENEWAL AREA

CITY OF CEDAR FALLS, IOWA

South Cedar Falls Urban Renewal Plan - 2018

SOUTH CEDAR FALLS URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

This Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Cedar Falls Urban Renewal Area (the “Area” or “Urban Renewal Area”) has been developed to help promote economic development in the City of Cedar Falls (the “City”). The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

This Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City.

In order to achieve this Plan’s objectives, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A, *Code of Iowa*, as amended.

DESCRIPTION OF THE URBAN RENEWAL AREA

The South Cedar Falls Urban Renewal Area is illustrated in Exhibit A and described in Exhibit B.

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

AGREEMENT TO INCLUDE AGRICULTURAL LAND

Some of the property being included in the Urban Renewal Area is defined as “agricultural land” by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) agreeing to allow the City to include their real property defined as “agricultural land” in the Urban Renewal Area. A copy of the signed agreement of each agricultural land owner within the Urban Renewal Area is attached as Exhibit C. The original signed agreements will be on file at City Hall.

AREA DESIGNATION

With the adoption of this Plan, the City of Cedar Falls designates this Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial economic development.

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BASE VALUE

If the South Cedar Falls Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified all prior to December 1, 2018, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2017, will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance area may have a separate base and separate sunset or expiration date.

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. This Urban Renewal Plan is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in this Plan also are consistent with the Cedar Falls Comprehensive Plan.

The Plan does not modify the City’s existing zoning policies or designations.

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

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development, including new and expanded industrial and commercial development. More specific objectives for development within this Urban Renewal Area include:

1. To stimulate through public action and commitment, private investment in new commercial and industrial development.
2. To plan for and provide sufficient land for commercial or industrial development in a manner that is efficient from the standpoint of providing municipal services and that encourages the creation and retention of jobs.
3. To provide for the installation of public infrastructure, including gas, water, and communications infrastructure, and public facilities in the Urban

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Renewal Area, which ultimately contribute to the sound development of the entire City.

4. To provide a more marketable and attractive investment climate through the use of various governmental incentives.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To develop a sound economic base that will serve as the foundation for future growth and development.
7. To provide reimbursement of City personnel costs and other administrative and legal fees associated with the development and implementation of urban renewal projects within the Urban Renewal Area.

TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of leases, contracts, and other instruments.
2. To make or have made surveys, studies, and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
3. To arrange for or cause to be provided the construction, relocation, or repair of public infrastructure, including but not limited to, streets, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lights and signs, streetscaping and landscaping, or other related facilities and activities in connection with urban renewal projects.
4. To acquire property through a variety of means (purchase, lease, option, contract, etc.) and to hold, clear, or prepare the property for redevelopment, or to dispose of property.
5. To provide for the construction of specific site improvements such as grading and site preparation activities including site/soil reports and studies, access roads and parking, fencing, utility connections, and related activities.

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6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To borrow money and to provide security therefor.
9. To provide contributions and/or incentives for appropriate redevelopment and development projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Cedar Falls and the State of Iowa.

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

ELIGIBLE URBAN RENEWAL PROJECTS

1. Development Agreements

The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements are estimated not to exceed \$5,000,000.

2. Land Acquisitions

The City expects to consider acquiring land in the Urban Renewal Area to accommodate future economic development and facilitate the provision of public services in an efficient manner that allows the City to provide these services to new and expanded businesses in the Urban Renewal Area. These acquisitions are expected to occur over the life of the Area as development occurs. The costs of such land acquisitions are estimated not to exceed \$5,000,000.

3. Extensions of Utilities by Cedar Falls Utilities

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The City expects to enter into agreements with Cedar Falls Utilities providing for the extension of services by Cedar Falls Utilities in the Urban Renewal Area, to ensure the installation and/or relocation of utility infrastructure as necessary to accommodate and promote economic development and growth in the Urban Renewal Area. The agreement(s) will likely provide for the provision of infrastructure for the following utilities: gas, water, communication, and electric. The extension of utility services will take place over the life of the Area as development occurs. The cost of these agreements to be reimbursed through tax increment financing is estimated not to exceed \$5,000,000.

4. Capital Improvement Projects/Public Infrastructure Projects

Project	Estimated Project Date	Not to Exceed	Rationale
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Other infrastructure tied to development, including but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial
Construction, design, studies, inspection, and all other related costs for potential roadway modifications within the Urban Renewal Area, including but not limited to intersection improvements or modifications, new roadways, turning lanes, medians, and other road related improvements.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial

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Streetscape, landscaping and public art installation along roadways within the Urban Renewal Area.	2019-2039	\$400,000	Economic Development-promotion of commercial/industrial
Industrial Park Signage Program to include the installation of new signage in the South Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area.	2019-2039	\$200,000	Economic Development-promotion of commercial/industrial

5. Fees, Costs, and Expenses (for urban renewal projects and planning)

Project	Estimated Project Date	Not to Exceed
Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with land acquisition and economic development projects occurring within the Urban Renewal Area.	2019-2039	\$500,000
Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning:		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	2019-2039	\$500,000
Engineering, Planning, and Study Costs:		
Engineering, design and inspection costs incurred for future roadway and infrastructure projects within the Urban Renewal Area.	2019-2039	\$1,000,000
Planning, design, studies and associated costs for the development of land within the Urban Renewal Area.	2019-2025	\$500,000

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Traffic planning and studies tied to any roadway improvement projects.	2019-2039	\$200,000
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FINANCIAL DATA

Constitutional debt limit (as of July 1, 2017):	\$149,224,259
Current general obligation debt:	\$13,270,000
Proposed amount of indebtedness to be incurred: (This amount does not include financing costs, which will be incurred over the life of the Area.)	\$32,300,000

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

A specific amount of actual debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$32,300,000

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen

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base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

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

B. General Obligation Bonds.

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

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

PROPERTY ACQUISITION/DISPOSITION

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

RELOCATION

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

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STATE AND LOCAL REQUIREMENTS

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

SEVERABILITY

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

URBAN RENEWAL PLAN AMENDMENTS

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

EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council.

With respect to the property included within the South Cedar Falls Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the South Cedar Falls Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

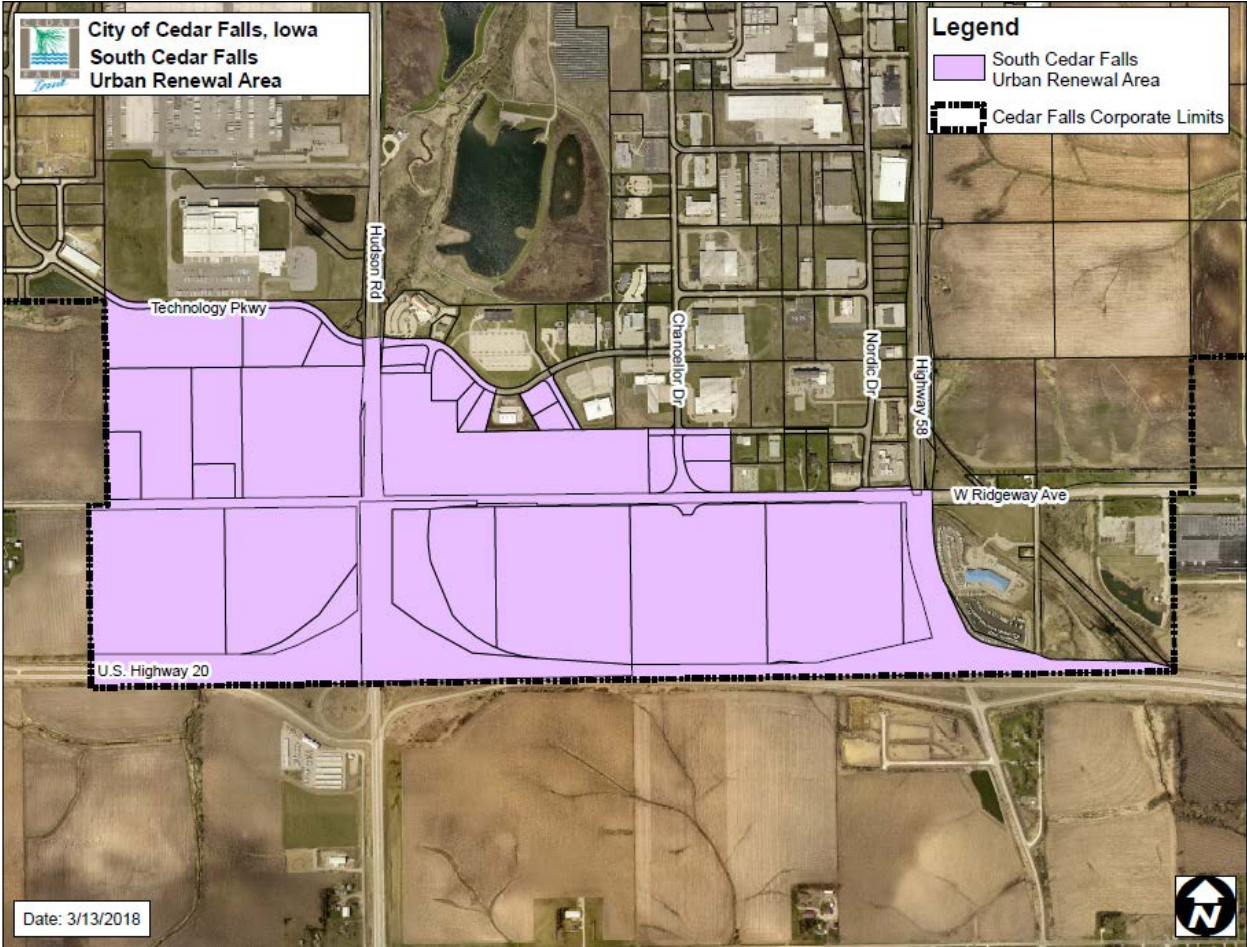
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It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

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

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EXHIBIT A
MAP OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA



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EXHIBIT B **LEGAL DESCRIPTION OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA**

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

Commencing at the Northwest corner of said Section 35;
thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;
thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;
thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;
thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;
thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;
thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;
thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;
thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;
thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;
thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;
thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;
thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;
thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;
thence along said Northerly right of way line Easterly to the East line of said Section 2;
thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;
thence along said South Corporate Limits line West to the West line of said Section 3;
thence along said West line North to the Northwest corner of said Section 3;
thence along the North line of said Section 3 East to the Southwest corner of said Section 35;
thence along the West line of said Section 35 to the Point of Beginning.

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EXHIBIT C
AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE
SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

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

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

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

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

DATED this _____ day of _____, 201__.

Name of Agricultural Land Owner: _____
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: _____ Date: _____

Print Name: _____

Witness: _____

Final

Item G.2.q.

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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Daily Invoices for Council Meeting 4/2/18

PREPARED 03/28/2018, 11:53:42
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2018

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE											
1698		09/18 AP		03/22/18	0318855	KENYON, MARY T	11.86			03/26/18	
		RMB: BOOK SOLD									
1698		09/18 AP		03/22/18	0318855	KENYON, MARY T	23.75			03/26/18	
		RMB: BOOK SOLD									
1698		09/18 AP		03/22/18	0318855	KENYON, MARY T	11.89			03/26/18	
		RMB: BOOK SOLD									
1683		09/18 AP		03/14/18	0318847	FRIENDS OF THE HEARST	35.00			03/22/18	
		RMB: MEMBERSHIP SOLD									
		CHARGED-HEARST MERCHANT #									
		ACCOUNT TOTAL						82.50	.00		82.50
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
1716		09/18 AP		03/27/18	0318858	BLACK HAWK CO.RECORDER	7.00			03/28/18	
		RCD:SATISFACT.& DISCHARGE JUSTIN M. REUTER									
		ACCOUNT TOTAL						7.00	.00		7.00
101-2225-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE											
1698		09/18 AP		03/01/18	0318854	CENTURYLINK	39.40			03/26/18	
		CEDAR RIVER GAUGE-FEB'18									
		ACCOUNT TOTAL						39.40	.00		39.40
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1657		09/18 AP		03/07/18	0318834	HOWARD, KAREN	1,250.00			03/16/18	
		RMB:MOVING EXPENSES \$3000 MAXIMUM									
		ACCOUNT TOTAL						1,250.00	.00		1,250.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1716		09/18 AP		03/25/18	0318865	MCNAMARA, SHEA	5.00			03/28/18	
		RMB:MEAL PER UNION CONTR.									
		ACCOUNT TOTAL						5.00	.00		5.00
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1657		09/18 AP		02/01/18	0318835	INTERNATIONAL CODE COUNCIL, IN	465.00			03/16/18	
		REG:EDUC.INST.-HILDEBRAND CHASKA, MN									
		ACCOUNT TOTAL						465.00	.00		465.00
101-4511-414.85-01 UTILITIES / UTILITIES											
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	1,872.80			03/16/18	

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Item H.

GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.85-01 UTILITIES / UTILITIES						continued			
UTILITIES THRU 02/27/18									
ACCOUNT TOTAL							1,872.80	.00	1,872.80
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1657	09/18	AP	11/20/17	0318830	CREIGHTON, RASDASHEIN JOVAN	9.95			03/16/18
					RMB:UNIFORM ALLOWANCE-PSO AMAZON.COM				
1657	09/18	AP	11/19/17	0318830	CREIGHTON, RASDASHEIN JOVAN	28.77			03/16/18
					RMB:UNIFORM ALLOWANCE-PSO AMAZON.COM				
ACCOUNT TOTAL							38.72	.00	38.72
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1657	09/18	AP	02/27/18	0318828	CEDAR FALLS UTILITIES	57.46			03/16/18
					UTILITIES THRU 02/27/18				
ACCOUNT TOTAL							57.46	.00	57.46
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1657	09/18	AP	11/19/17	0318830	CREIGHTON, RASDASHEIN JOVAN	15.99			03/16/18
					RMB:OPT.EQUIP-TOURN.POUCH AMAZON.COM				
ACCOUNT TOTAL							15.99	.00	15.99
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1657	09/18	AP	03/14/18	0318836	LADAGE, ZACH	20.15			03/16/18
					RMB:MEALS-BHC AERIAL TRNG EVANSDALE				
1657	09/18	AP	03/14/18	0318837	MCNAMARA, SHEA	23.78			03/16/18
					RMB:MEALS-BHC AERIAL TRNG EVANSDALE				
ACCOUNT TOTAL							43.93	.00	43.93
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1657	09/18	AP	02/27/18	0318828	CEDAR FALLS UTILITIES	115.58			03/16/18
					UTILITIES THRU 02/27/18				
ACCOUNT TOTAL							115.58	.00	115.58
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1716	09/18	AP	03/19/18	0318866	MOORE,STEPHANIE	16.31			03/28/18
					RMB:UNIFORM ALLOWANCE UNDER ARMOUR				
1683	09/18	AP	03/16/18	0318850	SHAFER, SAM	80.00			03/22/18
					RMB:UNIFORM ALLOWANCE LINDA GERICKE				

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DBBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE					
1716		09/18 AP		03/13/18	0318864	MARCOTTE, MIKE	21.40			03/28/18	
		RMB:UNIFORM ALLOWANCE				CRAFT-COCHRAN					
1657		09/18 AP		03/01/18	0318830	CREIGHTON, RASDASHEIN JOVAN	80.00			03/16/18	
		RMB:UNIFORM ALLOWANCE				LINDA GERICKE					
1683		09/18 AP		02/28/18	0318849	OLSON, JEFFREY	74.15			03/22/18	
		RMB:UNIFORM ALLOWANCE				KOHL'S					
		ACCOUNT TOTAL						271.86	.00		271.86
101-7703-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND											
1657		09/18 AP		03/15/18	0318827	CEDAR FALLS MUNICIPAL BAND	583.67			03/16/18	
		PROPERTY TAX PAYMENT									
		ACCOUNT TOTAL					583.67		.00		583.67
101-7713-433.85-01 UTILITIES / UTILITIES											
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	399.86			03/16/18	
		UTILITIES THRU 02/27/18									
		ACCOUNT TOTAL					399.86		.00		399.86
101-7716-446.85-01 UTILITIES / UTILITIES											
1657		09/18 AP		02/27/18	0318928	CEDAR FALLS UTILITIES	13,283.78			03/16/18	
		UTILITIES THRU 02/27/18									
		ACCOUNT TOTAL					13,283.78		.00		13,283.78
101-7723-423.85-01 UTILITIES / UTILITIES											
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	35.19			03/16/18	
		UTILITIES THRU 02/27/18									
		ACCOUNT TOTAL					35.19		.00		35.19
101-7733-423.85-01 UTILITIES / UTILITIES											
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	1,719.93			03/16/18	
		UTILITIES THRU 02/27/18									
		ACCOUNT TOTAL					1,719.93		.00		1,719.93
101-7753-423.72-50 OPERATING SUPPLIES / SPECIAL EVENT SUPPLIES											
1683		09/18 AP		03/12/18	0318848	MCCARRON, SEAN	55.00			03/22/18	
		3 ON 3 OFFICIATING-3/12									
1683		09/18 AP		03/12/18	0318845	ANDERSON, FLETCHER	50.00			03/22/18	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.72-50						OPERATING SUPPLIES / SPECIAL EVENT SUPPLIES				
						3 ON 3 OFFICIATING-3/12				
1683		09/18 AP		03/12/18	0318851	VAUTHIEL, TYLER	50.00			03/22/18
						3 ON 3 OFFICIATING-3/12				
						SPRING BREAK TOURNEY				
						ACCOUNT TOTAL	155.00	.00	155.00	
101-7753-423.85-01 UTILITIES / UTILITIES										
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	5,442.81			03/16/18
						UTILITIES THRU 02/27/18				
						ACCOUNT TOTAL	5,442.81	.00	5,442.81	
101-7753-423.85-05 UTILITIES / POOL UTILITIES										
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	653.67			03/16/18
						UTILITIES THRU 02/27/18				
						ACCOUNT TOTAL	653.67	.00	653.67	
101-7780-423.85-01 UTILITIES / UTILITIES										
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	1,115.42			03/16/18
						UTILITIES THRU 02/27/18				
						ACCOUNT TOTAL	1,115.42	.00	1,115.42	
101-7780-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1683		09/18 AP		03/20/18	0318846	CARRIE KEARNS	16.00			03/22/18
						REF.-OVERCHARGED REG.FEES				
1657		09/18 AP		03/03/18	0318839	UNI-CEEE	500.00			03/16/18
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	516.00	.00	516.00	
						FUND TOTAL	28,170.57	.00	28,170.57	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF				
1657		09/18 AP		03/15/18	0318831	DEBT SERVICE	32,791.88			03/16/18
						PROPERTY TAX PAYMENT				
1657		09/18 AP		03/15/18	0318826	CAPITAL PROJECTS FUND	9,305.22			03/16/18
						PROPERTY TAX PAYMENT				
1657		09/18 AP		03/15/18	0318826	CAPITAL PROJECTS FUND	3,469.63			03/16/18
						PROPERTY TAX PAYMENT				
1657		09/18 AP		03/15/18	0318826	CAPITAL PROJECTS FUND	174.53			03/16/18

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GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								CURRENT	
								BALANCE	
								POST DT	
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
PROPERTY TAX PAYMENT									
continued									
ACCOUNT TOTAL							45,741.26	.00	45,741.26
FUND TOTAL							45,741.26	.00	45,741.26
FUND 206 STREET CONSTRUCTION FUND									
206-7737-436.85-01 UTILITIES / UTILITIES									
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	5,747.39		03/16/18
UTILITIES THRU 02/27/18									
ACCOUNT TOTAL							5,747.39	.00	5,747.39
206-7747-436.85-01 UTILITIES / UTILITIES									
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	1,401.55		03/16/18
UTILITIES THRU 02/27/18									
ACCOUNT TOTAL							1,401.55	.00	1,401.55
FUND TOTAL							7,148.94	.00	7,148.94
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.89-18		09/18 AP		03/20/18	0318852	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING			
1683						WATERS, ROBERT EDWARD	75.00		03/22/18
BUS. & INDUSTRY VOICE OVER VOICE OVER ANNOUNCER									
ACCOUNT TOTAL							75.00	.00	75.00
FUND TOTAL							75.00	.00	75.00
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1657		09/18 AP		03/14/18	0318838	TRICIA MARCUM	40.00		03/16/18
REF:PRKG.OVRPAY-100625571 100610764 & 100670765									
ACCOUNT TOTAL							40.00	.00	40.00

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GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								CURRENT	
								BALANCE	
								POST DT	
FUND 258 PARKING FUND									
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	15.09		03/16/18
						UTILITIES THRU 02/27/18			
						ACCOUNT TOTAL	15.09	.00	15.09
						FUND TOTAL	55.09	.00	55.09
FUND 261 TOURISM & VISITORS									
261-7791-423.85-01						UTILITIES / UTILITIES			
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	1,399.62		03/16/18
						UTILITIES THRU 02/27/18			
						ACCOUNT TOTAL	1,399.62	.00	1,399.62
						FUND TOTAL	1,399.62	.00	1,399.62
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	84.35		03/16/18
						UTILITIES THRU 02/27/18			
						ACCOUNT TOTAL	84.35	.00	84.35
						FUND TOTAL	84.35	.00	84.35
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP			
1716		09/18 AP		03/22/18	0318863	HALER, JEFFREY	415.52		03/28/18
						W/C:03/22/18			
1716		09/18 AP		03/19/18	0318868	STENSLAND, ROGER	703.07		03/28/18
						W/C:03/19/18			
						ACCOUNT TOTAL	1,118.59	.00	1,118.59
						FUND TOTAL	1,118.59	.00	1,118.59

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 294						LIBRARY RESERVE			
FUND 295						SOFTBALL PLAYER CAPITAL			
FUND 296						GOLF CAPITAL			
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
FUND 430						2004 TIF BOND			
FUND 431						2014 BOND			
FUND 432						2003 BOND			
FUND 433						2001 TIF			
FUND 434						2000 BOND			
FUND 435						1999 TIF			
FUND 436						2012 BOND			
FUND 437						2018 BOND			
FUND 438						2006 BOND FUND			
FUND 439						2008 BOND FUND			
FUND 443						CAPITAL PROJECTS			
443-1220-431.92-90						STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN			
1716				09/18	AP 03/27/18 0318867	NELSON LAW FIRM, PLC	217.00		03/28/18
					3107-CENTER ST.REC.TRAIL	PARCEL#12-TEMP.EASEMENT			
					PROJECT#: 023107				
1716				09/18	AP 03/27/18 0318861	DAVID & MELISSA ADELMUND	144.00		03/28/18
					3107-CENTER ST.REC.TRAIL	PARCEL#12-TEMP.EASEMENT			
					PROJECT#: 023107				
1716				09/18	AP 03/27/18 0318860	DANIEL & NGAN PRUCKLER	516.00		03/28/18
					3107-CENTER ST.REC.TRAIL	PARCEL#6-TEMP.EASEMENT			
					PROJECT#: 023107				
1670				09/18	AP 03/16/18 0318840	ADIL LLC	618.00		03/20/18
					3107-CENTER ST.REC.TRAIL	PARCEL#24-TEMP.EASEMENT			
					PROJECT#: 023107				
						ACCOUNT TOTAL	1,495.00	.00	1,495.00
						FUND TOTAL	1,495.00	.00	1,495.00
FUND 472						PARKADE RENOVATION			
FUND 473						SIDEWALK ASSESSMENT			
FUND 483						ECONOMIC DEVELOPMENT			
FUND 484						ECONOMIC DEVELOPMENT LAND			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 544	2008	SEWER BONDS							
FUND 545	2006	SEWER BONDS							
FUND 546		SEWER IMPROVEMENT FUND							
FUND 547		SEWER RESERVE FUND							
FUND 548	1997	SEWER BOND FUND							
FUND 549	1992	SEWER BOND FUND							
FUND 550	2000	SEWER BOND FUND							
FUND 551		REFUSE FUND							
551-7785-436.85-01		UTILITIES / UTILITIES							
1657		09/18 AP 02/27/18 0318828				CEDAR FALLS UTILITIES	5,940.14		03/16/18
		UTILITIES THRU 02/27/18							
		ACCOUNT TOTAL					5,940.14	.00	5,940.14
551-7785-436.86-34		REPAIR & MAINTENANCE / BILLING & COLLECTING							
1657		09/18 AP 02/27/18 0318828				CEDAR FALLS UTILITIES	5,153.32		03/16/18
		UTILITIES THRU 02/27/18							
		ACCOUNT TOTAL					5,153.32	.00	5,153.32
551-7785-436.87-02		RENTALS / MATERIAL DISPOSAL/HANDLIN							
1698		09/18 AP 03/15/18 0318853				BLACK HAWK CO.LANDFILL	17,648.93		03/26/18
		LANDFILL SRV:3/1-3/15/18							
		ACCOUNT TOTAL					17,648.93	.00	17,648.93
		FUND TOTAL					28,742.39	.00	28,742.39
FUND 552		SEWER RENTAL FUND							
552-2265-436.85-01		UTILITIES / UTILITIES							
1657		09/18 AP 02/27/18 0318828				CEDAR FALLS UTILITIES	14,794.29		03/16/18
		UTILITIES THRU 02/27/18							
		ACCOUNT TOTAL					14,794.29	.00	14,794.29
552-2265-436.86-33		REPAIR & MAINTENANCE / SLUDGE REMOVAL							
1698		09/18 AP 03/15/18 0318853				BLACK HAWK CO.LANDFILL	136.55		03/26/18
		LANDFILL SRV:3/1-3/15/18							
		ACCOUNT TOTAL					136.55	.00	136.55
552-2265-436.86-34		REPAIR & MAINTENANCE / BILLING & COLLECTING							
1657		09/18 AP 02/27/18 0318828				CEDAR FALLS UTILITIES	5,153.33		03/16/18
		UTILITIES THRU 02/27/18							
		ACCOUNT TOTAL					5,153.33	.00	5,153.33

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-7755-436.85-01 UTILITIES / UTILITIES									
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	14,551.54		03/16/18
				02/27/18		UTILITIES THRU 02/27/18			
						ACCOUNT TOTAL	14,551.54	.00	14,551.54
						FUND TOTAL	34,635.71	.00	34,635.71
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-2230-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1657		09/18 AP		02/27/18	0318828	CEDAR FALLS UTILITIES	5,153.33		03/16/18
				02/27/18		UTILITIES THRU 02/27/18			
						ACCOUNT TOTAL	5,153.33	.00	5,153.33
						FUND TOTAL	5,153.33	.00	5,153.33
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1670		09/18 AP		03/06/18	0318844	U.S. CELLULAR	41.89		03/20/18
				03/06/18		CELL PHONE:3/6-4/5/18			
1698		09/18 AP		03/06/18	0318856	U.S. CELLULAR	871.47		03/26/18
				03/06/18		WIRELESS SRV:3/6-4/5/18			
1657		09/18 AP		02/28/18	0318829	CENTURYLINK LONG DISTANCE	180.75		03/16/18
				02/28/18		LONG DIST.PH.SRV.-FEB'18			
						ACCOUNT TOTAL	1,094.11	.00	1,094.11
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
1670		09/18 AP		03/10/18	0318841	CEDAR FALLS UTILITIES	3,820.00		03/20/18
				03/10/18		FIBER POINT:2/11-3/10/18			
						ACCOUNT TOTAL	3,820.00	.00	3,820.00
						FUND TOTAL	4,914.11	.00	4,914.11

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-7798-446.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1657		09/18 AP		03/13/18	0318833	HEATH, BRIAN	29.15		03/16/18
						RMB:FUEL-FIRE TRUCK CHECK			
						ACCOUNT TOTAL	29.15	.00	29.15
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1670		09/18 AP		03/15/18	0318843	RAWDON, DUSTIN	87.00		03/20/18
						RMB:TOWING-AD03 FROM IL			
						ACCOUNT TOTAL	87.00	.00	87.00
						FUND TOTAL	116.15	.00	116.15
FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1717		09/18 AP		03/28/18	0318857	ADVANTAGE ADMINISTRATORS	7,149.70		03/28/18
						CAFETERIA PLAN:03/29/18			
1717		09/18 AP		03/28/18	0318859	CEDAR VALLEY UNITED WAY	42.00		03/28/18
						1ST QTR.2018 CONTRIBUTION			
						ACCOUNT TOTAL	7,191.70	.00	7,191.70
						FUND TOTAL	7,191.70	.00	7,191.70
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1716		09/18 AP		03/26/18	0318862	GAEDE, KATHY	273.46		03/28/18
						PPD:03/19-03/26/18			
1670		09/18 AP		03/19/18	0318842	GAEDE, KATHY	273.46		03/20/18
						PPD:03/12-03/19/18			
						ACCOUNT TOTAL	546.92	.00	546.92
						FUND TOTAL	546.92	.00	546.92

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
1657		09/18 AP		03/15/18	0318832	GENERAL FUND	28,476.51			03/16/18
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	28,476.51	.00	28,476.51	
						FUND TOTAL	28,476.51	.00	28,476.51	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
						GRAND TOTAL	195,065.24	.00	195,065.24	

Council Invoices for Council Meeting 4/2/18

PREPARED 03/28/2018, 11:41:39
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2018

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER				POST DT
FUND 101 GENERAL FUND									
101-1008-441.87-01 RENTALS / RENTALS									
1664		10/18	AP	03/14/18	0000000	NEOPOST USA INC	162.00		03/28/18
						POSTAGE METER RENTAL			
						4/13-7/12/18			
ACCOUNT TOTAL							162.00	.00	162.00
101-1028-441.83-01 TRANSPORTATION&EDUCATION / TRAINING & TRAVEL									
1708		10/18	AP	03/14/18	0000000	BELIEVE IN SAFETY LLC	2,000.00		03/28/18
						SPEAKING FEE			
ACCOUNT TOTAL							2,000.00	.00	2,000.00
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
1664		10/18	AP	04/01/18	0000000	AHLERS AND COONEY, P.C.	2,500.00		03/28/18
						LEGAL SERVICES-APR'18			
1664		10/18	AP	04/01/18	0000000	SWISHER & COHRT, P.L.C.	2,600.00		03/28/18
						LEGAL SERVICES-APR'18			
1664		10/18	AP	03/19/18	0000000	CLARK, BUTLER, WALSH & HAMANN	765.00		03/28/18
						LGL:BOARD OF ADJUSTMENT			
1695		10/18	AP	02/28/18	0000000	REDFERN, MASON, LARSEN & MOORE,	570.00		03/28/18
						LGL:GREENHILL VILL. 9TH AD			
						02/01/18-02/28/18			
						PROJECT#:			
						023006			
ACCOUNT TOTAL							6,435.00	.00	6,435.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
1664		10/18	AP	04/01/18	0000000	SWISHER & COHRT, P.L.C.	1,000.00		03/28/18
						LEGAL SERVICES-APR'18			
ACCOUNT TOTAL							1,000.00	.00	1,000.00
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED									
1664		10/18	AP	04/01/18	0000000	METROPOLITAN TRANSIT AUTHORIT	6,956.40		03/28/18
						PAYMENT FOR FY18-4TH QTR			
ACCOUNT TOTAL							6,956.40	.00	6,956.40
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC									
1664		10/18	AP	04/01/18	0000000	METROPOLITAN TRANSIT AUTHORIT	4,637.60		03/28/18
						PAYMENT FOR FY18-4TH QTR			
ACCOUNT TOTAL							4,637.60	.00	4,637.60
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY									

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Item H.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT ----	
FUND 101 GENERAL FUND										
101-1199-431.88-11						OUTSIDE AGENCIES / MET TRANSIT AUTHORITY	continued			
1664		10/18 AP		04/01/18	00000000	METROPOLITAN TRANSIT AUTHORIT	65,898.80			03/28/18
						PAYMENT FOR FY18-4TH QTR				
						ACCOUNT TOTAL	65,898.80	.00	65,898.80	
101-1199-431.88-12						OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT				
1664		10/18 AP		04/01/18	00000000	VEHICLE MAINTENANCE FUND	3,692.50			03/28/18
						PAYMENT FOR FY18-4TH QTR				
						ACCOUNT TOTAL	3,692.50	.00	3,692.50	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
1708		10/18 AP		03/19/18	00000000	COURIER LEGAL COMMUNICATIONS	32.16			03/28/18
						60 DAY NTC-CONVEY DALLAS DRIVE				
1664		10/18 AP		03/15/18	00000000	COURIER LEGAL COMMUNICATIONS	478.56			03/28/18
						3/5/18 CC MTG.MINS/BILLS				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	29.28			03/28/18
						PH NTC-CDBG PLAN AMEND.				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	14.88			03/28/18
						PH NTC-VACATE DALLAS DR. ROW				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	19.68			03/28/18
						PH NTC-VACATE EASEMENTS PPBCN				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	17.76			03/28/18
						PH NTC-VACATE EASEMENTS AUDITORS MILL				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	27.84			03/28/18
						PH NTC-DA-CONVEYANCE ACOH LLC				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	15.84			03/28/18
						PH NTC-2017 NAT.ELEC.CODE				
1664		10/18 AP		03/09/18	00000000	COURIER LEGAL COMMUNICATIONS	15.12			03/28/18
						ORD.2919,VINE ST PARKING				
						ACCOUNT TOTAL	651.12	.00	651.12	
101-1199-441.88-20						OUTSIDE AGENCIES / LOBBYIST				
1664		10/18 AP		04/01/18	00000000	EIDE & HEISINGER LLC	3,375.00			03/28/18
						LOBBYING FEE:APR'18				
						ACCOUNT TOTAL	3,375.00	.00	3,375.00	
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1708		10/18 AP		03/27/18	00000000	UNIVERSITY OF IOWA-IPA	4,785.21			03/28/18
						FACILITATION GOAL SETTING SESSION				
						ACCOUNT TOTAL	4,785.21	.00	4,785.21	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.81-25				10/18	AP 03/21/18 00000000	PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS. AWARDS, GIFTS & ENGRAVING	737.00		03/28/18
1708						BUS/IND LUNCH AWARDS			
					PROJECT#: 014000				
101-2245-442.81-25				10/18	AP 03/21/18 00000000	PARKADE PRINTER, INC.	67.21		03/28/18
1708						BUS/IND LUNCH ENVELOPES			
					PROJECT#: 014000				
101-2245-442.81-25				10/18	AP 03/16/18 00000000	WEBER PAPER CO. AND ENVELOPES	88.25		03/28/18
1708						BUS/IND INVITATION PAPER			
						ACCOUNT TOTAL	892.46	.00	892.46
101-4511-414.71-01				10/18	AP 03/13/18 00000000	OFFICE SUPPLIES / OFFICE SUPPLIES O'DONNELL ACE HARDWARE	25.38		03/28/18
1691						OUTLET TESTER/CAR CHARGER			
						ACCOUNT TOTAL	25.38	.00	25.38
101-4511-414.72-02				10/18	AP 03/19/18 00000000	OPERATING SUPPLIES / LAUNDRY ARAMARK	6.05		03/28/18
1691						MOPS;TOWELS-STATION #1			
						ACCOUNT TOTAL	6.05	.00	6.05
101-4511-414.72-19				10/18	AP 01/26/18 00000000	OPERATING SUPPLIES / PRINTING PARKADE PRINTER, INC.	59.80		03/28/18
1691						RENTAL INFO. BOOKLETS			
101-4511-414.72-19				10/18	AP 01/26/18 00000000	PARKADE PRINTER, INC.	68.64		03/28/18
1691						RENTAL HOUSING CODE BOOKS			
						ACCOUNT TOTAL	128.44	.00	128.44
101-4511-414.72-20				10/18	AP 03/20/18 00000000	OPERATING SUPPLIES / OFFICERS EQUIPMENT SANDRY FIRE SUPPLY, L.L.C.	79.90		03/28/18
1705						TURNOUT GEAR-GLOVES			
						ACCOUNT TOTAL	79.90	.00	79.90
101-4511-414.81-71				10/18	AP 03/20/18 00000000	PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH BLACK HAWK CO.EMERGENCY MGMT.	25,324.00		03/28/18
1692						FY18 Q4 BHC DISPATCH FEES			
						ACCOUNT TOTAL	25,324.00	.00	25,324.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES				
1692		10/18 AP		03/09/18	0000000	PROFESSIONAL LAWN CARE, LLC	156.25			03/28/18
						SNOW REMVL.-3726 CONVAIR				
1692		10/18 AP		02/23/18	0000000	PROFESSIONAL LAWN CARE, LLC	562.50			03/28/18
						SNOW REMVL.-2608 CRESCENT				
1692		10/18 AP		02/23/18	0000000	PROFESSIONAL LAWN CARE, LLC	500.00			03/28/18
						SNOW REMVL.-3726 CONVAIR				
						ACCOUNT TOTAL	1,218.75	.00	1,218.75	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
101-5521-415.72-01						OPERATING SUPPLIES				
1664		10/18 AP		03/07/18	0000000	OFFICE DEPOT	23.74			03/28/18
						BLANK CD'S - PD				
						ACCOUNT TOTAL	23.74	.00	23.74	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
101-5521-415.72-99						POSTAGE				
1708		10/18 AP		03/21/18	0000000	FEDERAL EXPRESS	13.53			03/28/18
						SHIPPING-PELICAN PROD.				
1708		10/18 AP		03/21/18	0000000	FEDERAL EXPRESS	13.63			03/28/18
						SHIPPING-INTOXIMETERS				
						ACCOUNT TOTAL	27.16	.00	27.16	
101-5521-415.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH										
101-5521-415.81-71						PROFESSIONAL SERVICES				
1692		10/18 AP		03/20/18	0000000	BLACK HAWK CO.EMERGENCY MGMT.	50,648.00			03/28/18
						FY18 Q4 BHC DISPATCH FEES				
						ACCOUNT TOTAL	50,648.00	.00	50,648.00	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
101-5521-415.83-04						TRANSPORTATION&EDUCATION				
1692		10/18 AP		03/23/18	0000000	IOWA STATE POLICE ASSOCIATION	160.00			03/28/18
						2018 ISPA DUES (4)				
						4 NEW HIRES				
						ACCOUNT TOTAL	160.00	.00	160.00	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
101-5521-415.93-01						EQUIPMENT				
1705		10/18 AP		02/13/18	0000000	KUSTOM SIGNALS, INC.	1,975.00			03/28/18
						RADAR FOR SQUAD CAR #22				
						ACCOUNT TOTAL	1,975.00	.00	1,975.00	
101-7703-423.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH										
101-7703-423.88-10						OUTSIDE AGENCIES				
1664		10/18 AP		04/01/18	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00			03/28/18

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GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND							
101-7703-423.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH					continued		
PAYMENT FOR FY18-4TH QTR							
ACCOUNT TOTAL					3,250.00	.00	3,250.00
101-7703-423.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER							
1664	10/18 AP	04/01/18	0000000	CEDAR VALLEY YOUTH SOCCER ASS	2,500.00		03/28/18
PAYMENT FOR FY18-4TH QTR							
ACCOUNT TOTAL					2,500.00	.00	2,500.00
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							
1682	10/18 AP	03/16/18	0000000	MARTIN BROS.DISTRIBUTING	83.81		03/28/18
SOAP,SANITIZER,LINERS, TOWELS							
PROJECT#:	062501						
1682	10/18 AP	03/16/18	0000000	MARTIN BROS.DISTRIBUTING	212.16		03/28/18
SOAP,SANITIZER,LINERS, TOWELS							
PROJECT#:	062503						
1682	10/18 AP	03/16/18	0000000	MARTIN BROS.DISTRIBUTING	36.04		03/28/18
SOAP,SANITIZER,LINERS, TOWELS							
PROJECT#:	062506						
1682	10/18 AP	03/16/18	0000000	MARTIN BROS.DISTRIBUTING	194.29		03/28/18
SOAP,SANITIZER,LINERS, TOWELS							
PROJECT#:	062507						
1673	10/18 AP	03/13/18	0000000	O'DONNELL ACE HARDWARE	20.99		03/28/18
POWER STRIP							
PROJECT#:	062507						
1673	10/18 AP	03/09/18	0000000	MARTIN BROS.DISTRIBUTING	236.46		03/28/18
DEOD,DISINFECTANT,SOAP, TOWELS,TISSUE,CUPS							
PROJECT#:	062501						
1673	10/18 AP	03/09/18	0000000	MARTIN BROS.DISTRIBUTING	308.22		03/28/18
DEOD,DISINFECTANT,SOAP, TOWELS,TISSUE,CUPS							
PROJECT#:	062503						
1673	10/18 AP	03/09/18	0000000	MARTIN BROS.DISTRIBUTING	184.81		03/28/18
DEOD,DISINFECTANT,SOAP, TOWELS,TISSUE,CUPS							
PROJECT#:	062506						
1673	10/18 AP	03/09/18	0000000	MARTIN BROS.DISTRIBUTING	548.68		03/28/18
DEOD,DISINFECTANT,SOAP, TOWELS,TISSUE,CUPS							
PROJECT#:	062507						
1673	10/18 AP	03/09/18	0000000	MARTIN BROS.DISTRIBUTING	69.84		03/28/18
DEOD,DISINFECTANT,SOAP, TOWELS,TISSUE,CUPS							
PROJECT#:	062505						
1673	10/18 AP	03/05/18	0000000	MENARDS-CEDAR FALLS	17.96		03/28/18
MOUNTING CLIPS							
PROJECT#:	062506						
ACCOUNT TOTAL					1,913.26	.00	1,913.26

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-7716-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
1682		10/18 AP		03/21/18	0000000	O'DONNELL ACE HARDWARE	15.99			03/28/18	
		PROJECT#: 062503									
1682		10/18 AP		03/19/18	0000000	O'DONNELL ACE HARDWARE	15.99			03/28/18	
		PROJECT#: 062508									
1682		10/18 AP		03/13/18	0000000	ECHO GROUP, INC.	27.12			03/28/18	
		PROJECT#: 062507									
		ACCOUNT TOTAL							59.10	.00	59.10
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR											
1682		10/18 AP		03/15/18	0000000	ECHO GROUP, INC.	34.13			03/28/18	
		PROJECT#: 062506									
1682		10/18 AP		03/15/18	0000000	PLUMB SUPPLY COMPANY, LLC	84.10			03/28/18	
		PROJECT#: 062503									
1682		10/18 AP		03/14/18	0000000	MENARDS-CEDAR FALLS	13.53			03/28/18	
		PROJECT#: 062509									
1673		10/18 AP		03/12/18	0000000	O'DONNELL ACE HARDWARE	.52			03/28/18	
		PROJECT#: 062507									
1682		10/18 AP		03/12/18	0000000	ECHO GROUP, INC.	78.89			03/28/18	
		PROJECT#: 062507									
1682		10/18 AP		03/08/18	0000000	PLUMB SUPPLY COMPANY, LLC	37.46			03/28/18	
		PROJECT#: 062507									
1673		10/18 AP		03/07/18	0000000	ECHO GROUP, INC.	143.28			03/28/18	
		PROJECT#: 062510									
		ACCOUNT TOTAL							391.91	.00	391.91
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL											
1673		10/18 AP		02/08/18	0000000	PLUNKETT'S PEST CONTROL, INC	25.00			03/28/18	
		PROJECT#: 062505									
1673		10/18 AP		02/06/18	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			03/28/18	
		PROJECT#: 062506									
1682		10/18 AP		02/06/18	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			03/28/18	
		PROJECT#: 062510									
		ACCOUNT TOTAL							55.00	.00	55.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-7716-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS					
1682		10/18 AP		03/14/18	0000000	ARAMARK	54.50			03/28/18	
						MATS - CF LIBRARY					
		PROJECT#:			062503						
1682		10/18 AP		03/14/18	0000000	ARAMARK	7.60			03/28/18	
						MATS - COMMUNITY CENTER					
		PROJECT#:			062508						
1673		10/18 AP		03/13/18	0000000	ARAMARK	45.00			03/28/18	
						MAT SERVICE - WELCOME CTR					
		PROJECT#:			062508						
1673		10/18 AP		03/13/18	0000000	ARAMARK	119.00			03/28/18	
						MATS - PUB WORKS COMPLEX					
		PROJECT#:			062506						
1673		10/18 AP		03/12/18	0000000	CORY'S PAINTING, L.L.C.	171.59			03/28/18	
						OFFICE PAINTING					
		PROJECT#:			062501						
1673		10/18 AP		03/08/18	0000000	PLUMB TECH INC.	1,187.00			03/28/18	
						HEAT EXCHANGER CLEANING					
		PROJECT#:			062506						
1673		10/18 AP		03/08/18	0000000	PLUMB TECH INC.	735.43			03/28/18	
						BACKFLOW REPLACEMENT					
		PROJECT#:			062507						
1673		10/18 AP		03/07/18	0000000	ARAMARK	31.50			03/28/18	
						MATS - HEARST CENTER					
		PROJECT#:			062505						
1673		10/18 AP		02/28/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	1,148.41			03/28/18	
						HVAC REPAIR					
		PROJECT#:			062510						
1673		10/18 AP		02/28/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	434.11			03/28/18	
						HVAC REPAIR					
		PROJECT#:			062506						
1673		10/18 AP		02/28/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	699.03			03/28/18	
						HVAC REPAIR					
		PROJECT#:			062501						
1673		10/18 AP		02/21/18	0000000	AUTOMATIC DOOR GROUP INC.	1,309.39			03/28/18	
						ADA DOOR CLOSER REPLACE- MENT					
		PROJECT#:			062507						
		ACCOUNT TOTAL						5,942.56	.00	5,942.56	
101-7716-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING					
1682		10/18 AP		03/15/18	0000000	GULBRANSON'S APPLIANCE SERVIC	115.50			03/28/18	
						REFRIGERATOR REPAIR					
		PROJECT#:			062508						
1682		10/18 AP		03/15/18	0000000	PLUMB TECH INC.	685.00			03/28/18	
						PUMP REPAIR					
		PROJECT#:			062507						
		ACCOUNT TOTAL						800.50	.00	800.50	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7733-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1682		10/18 AP		03/21/18	0000000	GIERKE-ROBINSON COMPANY, INC.	9.76			03/28/18
						FILTERS				
1701		10/18 AP		03/21/18	0000000	O'DONNELL ACE HARDWARE	94.89			03/28/18
						PIPE, COUPLING, PLUG, ADAPTE				
1701		10/18 AP		03/20/18	0000000	BUILDERS SELECT LLC	31.99			03/28/18
						STAIN - CLAY ST SHELTER				
		PROJECT#:			062517					
1673		10/18 AP		03/19/18	0000000	BUILDERS SELECT LLC	41.00			03/28/18
						PALM SANDER REPAIRED				
1682		10/18 AP		03/19/18	0000000	BUILDERS SELECT LLC	131.85			03/28/18
						EDGING- SCREWS CLAY ST SHELTER				
		PROJECT#:			062517					
1701		10/18 AP		03/13/18	0000000	D & K PRODUCTS	195.00			03/28/18
						PESTICIDE				
1673		10/18 AP		03/09/18	0000000	BUILDERS SELECT LLC	3,195.00			03/28/18
						(36) 1X8 IPE 10' CLAY ST SHELTER				
		PROJECT#:			062517					
		ACCOUNT TOTAL					3,699.49	.00		3,699.49
101-7733-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1701		10/18 AP		03/16/18	0000000	COOLEY PUMPING, LLC	105.00			03/28/18
						PORTA POTTY ELDORADO PARK				
1701		10/18 AP		03/16/18	0000000	COOLEY PUMPING, LLC	105.00			03/28/18
						PORTA POTTY GREENHILL PARK				
		ACCOUNT TOTAL					210.00	.00		210.00
101-7753-423.72-32						OPERATING SUPPLIES / ADULT SPORTS SUPPLIES				
1693		10/18 AP		03/23/18	0000000	SCHEELS ALL SPORTS	2,250.36			03/28/18
						SOFTBALLS				
1693		10/18 AP		03/15/18	0000000	XPRESSIONS	381.30			03/28/18
						VOLLEYBALL AWARD TSHIRTS				
		ACCOUNT TOTAL					2,631.66	.00		2,631.66
101-7753-423.72-43						OPERATING SUPPLIES / REC CONCESSIONS				
1693		10/18 AP		03/21/18	0000000	AMERICAN BOTTLING COMPANY, TH	174.48			03/28/18
						POP MACHINE SUPPLIES				
		ACCOUNT TOTAL					174.48	.00		174.48
101-7753-423.72-47						OPERATING SUPPLIES / ADULT EXERCISE EQUIP				
1693		10/18 AP		02/02/18	0000000	FIT FOR LIFE LLC	429.03			03/28/18
						XERTUBES, XERBALLS				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP						continued				
ACCOUNT TOTAL							429.03	.00	429.03	
101-7753-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
1693		10/18 AP		03/14/18	0000000	WOODMAN CONTROLS COMPANY	219.94			03/28/18
SERVICE CALL										
1693		10/18 AP		03/09/18	0000000	IOWA DIRECT EQUIP.& APPRAISAL	680.00			03/28/18
BASKETBALL HOOP WINCH REPAIR-MAIN GYM										
1693		10/18 AP		02/28/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	670.00			03/28/18
SEMI ANNUAL MAINTENANCE										
ACCOUNT TOTAL							1,569.94	.00	1,569.94	
101-7780-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1684		10/18 AP		03/13/18	0000000	LANDS' END BUSINESS OUTFITTER		198.00		03/28/18
CREDIT FOR WRONG ORDER										
1684		10/18 AP		12/15/17	0000000	LANDS' END BUSINESS OUTFITTER	40.00			03/28/18
HEARST STAFF APPAREL										
1684		10/18 AP		11/28/17	0000000	LANDS' END BUSINESS OUTFITTER	481.49			03/28/18
STAFF HEARST APPAREL										
ACCOUNT TOTAL							521.49	198.00	323.49	
101-7780-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
1684		10/18 AP		03/12/18	0000000	KAREN'S PRINT-RITE	300.00			03/28/18
DEV EXPRESSIONS POSTCARD										
1684		10/18 AP		03/01/18	0000000	KAREN'S PRINT-RITE	155.50			03/28/18
FOOD FILM FESTIVAL SIGNS										
1684		10/18 AP		02/26/18	0000000	PARKADE PRINTER, INC.	1,318.20			03/28/18
SPRING BROCHURES										
ACCOUNT TOTAL							1,773.70	.00	1,773.70	
101-7780-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1684		10/18 AP		03/13/18	0000000	STURGIS FALLS CELEBRATION, IN	150.00			03/28/18
STURGIS FALLS AD										
1684		10/18 AP		02/28/18	0000000	KWWL TELEVISION, INC.	810.00			03/28/18
18 WOMEN & PUBLIC ART ADS										
ACCOUNT TOTAL							960.00	.00	960.00	
FUND TOTAL							206,984.63	198.00	206,786.63	

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.72-17 OPERATING SUPPLIES / UNIFORMS										
1682				10/18	AP 03/21/18 0000000	SERVICEWEAR APPAREL, INC. K GAEDE		118.02		03/28/18
1673				10/18	AP 03/17/18 0000000	UNITED PARCEL SERVICE	22.31			03/28/18
1682				10/18	AP 03/07/18 0000000	SERVICEWEAR APPAREL, INC. UNIFORM PANTS K GAEDE	118.02			03/28/18
ACCOUNT TOTAL							140.33	118.02		22.31
206-7737-436.73-32 OTHER SUPPLIES / STREETS										
1701				10/18	AP 03/21/18 0000000	O'DONNELL ACE HARDWARE	9.98			03/28/18
1682				10/18	AP 03/20/18 0000000	GALV CAPS O'DONNELL ACE HARDWARE	3.69			03/28/18
1701				10/18	AP 03/20/18 0000000	1 1/4 PLUG MENARDS-CEDAR FALLS	7.87			03/28/18
1701				10/18	AP 03/19/18 0000000	PLUG,PIPE THREAD COMPOUND MENARDS-CEDAR FALLS	5.74			03/28/18
1701				10/18	AP 03/17/18 0000000	LIME AWAY ASPRO, INC.	1,019.20			03/28/18
1682				10/18	AP 03/16/18 0000000	UPM COLD MIX BENTON'S SAND & GRAVEL, INC. ASPHALT REGRINDS RAP	1,141.84			03/28/18
ACCOUNT TOTAL							2,188.32	.00		2,188.32
206-7747-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1701				10/18	AP 03/21/18 0000000	WIRELESS MOUSE,CALCULATOR MISC	16.91			03/28/18
ACCOUNT TOTAL							16.91	.00		16.91
206-7747-436.72-16 OPERATING SUPPLIES / TOOLS										
1673				10/18	AP 03/07/18 0000000	VACUUM FILTER CAMPBELL SUPPLY WATERLOO	22.50			03/28/18
ACCOUNT TOTAL							22.50	.00		22.50
206-7747-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
1673				10/18	AP 03/12/18 0000000	TRAFFIC SIGNS IOWA PRISON INDUSTRIES	496.40			03/28/18
ACCOUNT TOTAL							496.40	.00		496.40

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 206 STREET CONSTRUCTION FUND										
206-7747-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1701		10/18 AP		03/16/18	0000000	MOBOTREX, INC	1,260.00			03/28/18
						SIGNAL PARTS-SIGNAL REPLA CEMENTS				
1682		10/18 AP		03/15/18	0000000	KW ELECTRIC, INC. PROJECT	6,735.52			03/28/18
						REPLACE SIGNAL HEADS				
1673		10/18 AP		03/12/18	0000000	MOBOTREX, INC	594.00			03/28/18
						PARTS-SIGNAL HEAD UPGRADE				
1673		10/18 AP		03/08/18	0000000	MOBOTREX, INC	3,260.00			03/28/18
						TRAFFIC SIGNAL PARTS AND ACCESSORIES				
						ACCOUNT TOTAL	11,849.52	.00		11,849.52
						FUND TOTAL	14,713.98	118.02		14,595.96
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-4514-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1708		10/18 AP		03/20/18	0000000	EIDE BAILLY, LLP	1,000.00			03/28/18
						REAC SUBMISSION 6/30/17				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
						FUND TOTAL	1,000.00	.00		1,000.00
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1708		10/18 AP		03/21/18	0000000	FEDERAL EXPRESS	13.53			03/28/18
						SHIPPING-AJA VIDEO SYSTEM				
						ACCOUNT TOTAL	13.53	.00		13.53
						FUND TOTAL	13.53	.00		13.53
FUND 258 PARKING FUND										
FUND 261 TOURISM & VISITORS										
261-7791-423.72-99						OPERATING SUPPLIES / POSTAGE				
1700		10/18 AP		01/08/18	0000000	CPC PRINTING & PROMOTIONS	1,336.81			03/28/18
						SHIPPING 2018 VISTOR GUID FROM PRINTING CO.				
						ACCOUNT TOTAL	1,336.81	.00		1,336.81

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 261 TOURISM & VISITORS											
261-7791-423.73-55 OTHER SUPPLIES / MEDIA											
1700		10/18 AP		03/20/18	0000000	MINNESOTA TRAILS	540.00			03/28/18	
		1/4 PG AD				MN TRAILS MAGAZ					
1700		10/18 AP		03/10/18	0000000	1/4 PG AD MN TRAILS MAGAZ	2,353.00			03/28/18	
		MAR/APR AAA				MAG AD					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	146.25			03/28/18	
		CLIENT ADMIN/MEDIA				MANGMT					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	517.50			03/28/18	
		SPRING CAMPAIGN				NATIVE AD					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	508.75			03/28/18	
		SPRING CAMPAIGN				FACEBOOK					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	508.75			03/28/18	
		SPING CAMPAIGN				FB FAN GEN					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	165.01			03/28/18	
		FACEBOOK FAN				GEN ADS FEB					
1700		10/18 AP		02/28/18	0000000	ZLR IGNITION	455.81			03/28/18	
		GOOGLE PD				SEARCH ADS FEB					
1700		10/18 AP		02/09/18	0000000	IOWA GROUP TRAVEL ASSOCIATION	550.00			03/28/18	
		IGTA ROTATING				BANNER AD					
		ACCOUNT TOTAL						5,745.07	.00		5,745.07
261-7791-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1700		10/18 AP		02/09/18	0000000	IOWA GROUP TRAVEL ASSOCIATION	250.00			03/28/18	
		IGTA MEMBERSHIP									
		ACCOUNT TOTAL						250.00	.00		250.00
261-7791-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS											
1700		10/18 AP		03/16/18	0000000	MIDWEST MOUNTAINEERING	575.00			03/28/18	
		SHOWCASE				OUTDOOR ADVENTUR					
		PROJECT#:		032420		EXPO					
		ACCOUNT TOTAL						575.00	.00		575.00
261-7791-423.88-43 OUTSIDE AGENCIERS / COMMUNITY BETTERMENT GRTS											
1700		10/18 AP		02/26/18	0000000	CEDAR FALLS HISTORICAL SOCIET	2,966.00			03/28/18	
		FY18 COMMNTY				BTTMT GRANT					
		ACCOUNT TOTAL						2,966.00	.00		2,966.00
		FUND TOTAL						10,872.88	.00		10,872.88

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262						SENIOR SERVICES & COMM CT				
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
436-1220-431.94-83						CAPITAL PROJECTS / WEST 1ST STREET				
1695				10/18	AP 03/08/18 0000000	SNYDER & ASSOCIATES, INC.	3,457.17			03/28/18
						3118-W.1ST ST. RECONST.				
						SERVICES THRU 02/28/18				
						PROJECT#: 023118				
1695				10/18	AP 02/28/18 0000000	SNYDER & ASSOCIATES, INC.	83,516.16			03/28/18
						3118-W.1ST ST. RECONST.				
						SERVICES THRU 01/31/18				
						PROJECT#: 023118				
1695				10/18	AP 02/22/18 0000000	SNYDER & ASSOCIATES, INC.	15,395.75			03/28/18
						3118-W.1ST ST. RECONST.				
						SERVICES THRU 01/31/18				
						PROJECT#: 023118				
						ACCOUNT TOTAL	102,369.08	.00		102,369.08
436-1220-431.95-12						BOND FUND PROJECTS / GREENHILL ROAD EXTENSION				
1695				10/18	AP 03/23/18 0000000	PETERSON CONTRACTORS	79,481.75			03/28/18
						1824-GREENHILL RD. EXTEN.				
						PROJECT#: 021824				
						ACCOUNT TOTAL	79,481.75	.00		79,481.75
436-1220-431.98-26						CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT				
1695				10/18	AP 03/20/18 0000000	SNYDER & ASSOCIATES, INC.	7,252.06			03/28/18
						1975-DOWNTN.LEVEE IMPROV.				
						SERVICES THRU 02/28/18				
						PROJECT#: 021975				
						ACCOUNT TOTAL	7,252.06	.00		7,252.06

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT

FUND 436	2012	BOND								
					FUND TOTAL		189,102.89	.00	189,102.89	
FUND 437	2018	BOND								
FUND 438	2006	BOND FUND								
FUND 439	2008	BOND FUND								
FUND 443	CAPITAL PROJECTS									
443-1220-431.92-90	STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN									
1708	10/18	AP	03/21/18	0000000		FEDERAL EXPRESS	45.44			03/28/18
	3107	CENTER ST.REC.TRAIL				SHIPPING PENNYMAC LOAN				
PROJECT#:	023107									
					ACCOUNT TOTAL		45.44	.00	45.44	
					FUND TOTAL		45.44	.00	45.44	
FUND 472	PARKADE RENOVATION									
FUND 473	SIDEWALK ASSESSMENT									
FUND 483	ECONOMIC DEVELOPMENT									
FUND 484	ECONOMIC DEVELOPMENT LAND									
FUND 544	2008 SEWER BONDS									
FUND 545	2006 SEWER BONDS									
545-7755-436.96-81	SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP									
1695	10/18	AP	03/22/18	0000000		S.M. HENTGES & SONS INC.	117,581.26			03/28/18
					3136	DRYRUN CREEK PH.II				
PROJECT#:	023136									
1695	10/18	AP	03/15/18	0000000		S.M. HENTGES & SONS INC.	30,000.00			03/28/18
					3096	DRYRUN CREEK SAN SEW				
PROJECT#:	023096									
1695	10/18	AP	03/08/18	0000000		SNYDER & ASSOCIATES, INC.	22,202.81			03/28/18
					3096	DRYRUN CRREEK SAN SEW				
PROJECT#:	023096									
					ACCOUNT TOTAL		169,784.07	.00	169,784.07	
					FUND TOTAL		169,784.07	.00	169,784.07	
FUND 546	SEWER IMPROVEMENT FUND									
FUND 547	SEWER RESERVE FUND									
FUND 548	1997 SEWER BOND FUND									
FUND 549	1992 SEWER BOND FUND									

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-7785-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
1673		10/18 AP		03/09/18	0000000 POLK'S LOCK SERVICE, INC., KEY FOR TRANS STATION	3.00			03/28/18
					ACCOUNT TOTAL	3.00	.00	3.00	
551-7785-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1673		10/18 AP		03/13/18	0000000 DXP ENTERPRISES, INC. SAFETY GLASSES	323.16			03/28/18
					ACCOUNT TOTAL	323.16	.00	323.16	
551-7785-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1701		10/18 AP		03/21/18	0000000 MENARDS-CEDAR FALLS DEGREASER FOR TRANS STA	11.97			03/28/18
					ACCOUNT TOTAL	11.97	.00	11.97	
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1701		10/18 AP		03/22/18	0000000 SAM ANNIS & CO. PROPANE TANK REFILL	44.88			03/28/18
1701		10/18 AP		03/17/18	0000000 T & W GRINDING COMPOST OPERATION CONTRAC	16,250.00			03/28/18
1682		10/18 AP		03/16/18	0000000 MIDWEST ELECTRONIC RECOVERY ELECTRONIC WASTE RECYCLE	818.65			03/28/18
					ACCOUNT TOTAL	17,113.53	.00	17,113.53	
					FUND TOTAL	17,451.66	.00	17,451.66	
FUND 552 SEWER RENTAL FUND									
552-2265-436.72-05					OPERATING SUPPLIES / GAS & OIL				
1685		10/18 AP		03/13/18	0000000 ARNOLD MOTOR SUPPLY COMPRESSOR OIL	8.91			03/28/18
					ACCOUNT TOTAL	8.91	.00	8.91	
552-2265-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
1685		10/18 AP		03/16/18	0000000 O'DONNELL ACE HARDWARE LAB PLUMBING	8.03			03/28/18
1685		10/18 AP		03/16/18	0000000 O'DONNELL ACE HARDWARE LAB PLUMBING	18.46			03/28/18
1685		10/18 AP		03/13/18	0000000 O'DONNELL ACE HARDWARE	46.37			03/28/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-2265-436.72-26 OPERATING SUPPLIES / TESTING & LAB						continued				
LAB PLUMBING										
1685		10/18 AP		03/13/18	0000000	MIDLAND SCIENTIFIC, INC.	133.50			03/28/18
LAB GLOVES										
1685		10/18 AP		03/12/18	0000000	O'DONNELL ACE HARDWARE	47.34			03/28/18
LAB PLUMBING										
1685		10/18 AP		03/12/18	0000000	MIDLAND SCIENTIFIC, INC.	140.32			03/28/18
LAB SOLUTIONS										
ACCOUNT TOTAL							394.02	.00	394.02	
552-2265-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1685		10/18 AP		03/13/18	0000000	CINTAS FIRST AID & SAFETY	74.98			03/28/18
FIRST AID SUPPLIES										
ACCOUNT TOTAL							74.98	.00	74.98	
552-2265-436.72-99 OPERATING SUPPLIES / POSTAGE										
1673		10/18 AP		03/17/18	0000000	UNITED PARCEL SERVICE	67.13			03/28/18
UPS SHIPPING FEE										
ACCOUNT TOTAL							67.13	.00	67.13	
552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1685		10/18 AP		03/21/18	0000000	O'DONNELL ACE HARDWARE	36.67			03/28/18
CONDUIT SUPPLIES										
1685		10/18 AP		03/21/18	0000000	O'DONNELL ACE HARDWARE	14.37			03/28/18
CONDUIT SUPPLIES										
1685		10/18 AP		03/20/18	0000000	O'DONNELL ACE HARDWARE	9.38			03/28/18
SOAP										
1685		10/18 AP		03/14/18	0000000	O'DONNELL ACE HARDWARE	5.08			03/28/18
BOLTS - UV										
1685		10/18 AP		03/14/18	0000000	O'DONNELL ACE HARDWARE	3.69			03/28/18
BOLTS - UV										
1685		10/18 AP		03/14/18	0000000	FERGUSON ENTERPRISES, INC.	20.26			03/28/18
PLUMBING SUPPLIES										
1685		10/18 AP		03/13/18	0000000	O'DONNELL ACE HARDWARE	13.77			03/28/18
CONDUIT SUPPLIES										
1685		10/18 AP		03/13/18	0000000	MELLEN & ASSOCIATES, INC.	818.14			03/28/18
VALVE BOARD										
1685		10/18 AP		03/13/18	0000000	FERGUSON ENTERPRISES, INC.	2.59			03/28/18
PLUMBING SUPPLIES										
1685		10/18 AP		03/12/18	0000000	O'DONNELL ACE HARDWARE	77.64			03/28/18
SEAL WATER PLUMBING										
1685		10/18 AP		03/12/18	0000000	FERGUSON ENTERPRISES, INC.	26.52			03/28/18
PLUMBING SUPPLIES										
1685		10/18 AP		03/09/18	0000000	WBC MECHANICAL, INC.	78.28			03/28/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
1685				10/18	AP 03/08/18 0000000	O'DONNELL ACE HARDWARE	22.31			03/28/18
1685				10/18	AP 03/02/18 0000000	CRESCENT ELECTRIC	8.67			03/28/18
1685				10/18	AP 02/20/18 0000000	GRAINGER PARTS	331.16			03/28/18
ACCOUNT TOTAL							1,468.53	.00	1,468.53	
552-2265-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1685				10/18	AP 03/07/18 0000000	GRAINGER PARTS	85.02			03/28/18
ACCOUNT TOTAL							85.02	.00	85.02	
552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1685				10/18	AP 03/14/18 0000000	ARAMARK	12.30			03/28/18
ACCOUNT TOTAL							12.30	.00	12.30	
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
1682				10/18	AP 03/13/18 0000000	IOWA ONE CALL	100.20			03/28/18
ACCOUNT TOTAL							100.20	.00	100.20	
552-7755-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1685				10/18	AP 03/14/18 0000000	ARAMARK	13.28			03/28/18
ACCOUNT TOTAL							13.28	.00	13.28	
FUND TOTAL							2,224.37	.00	2,224.37	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
1706				10/18	AP 03/26/18 0000000	GEISLER RENTALS, LLC	15,502.54			03/28/18
1706				10/18	AP 03/26/18 0000000	AARON J. CAROLAN	11,216.90			03/28/18

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							continued			
1997-DR.RN.CK.WATS.PRJ. REF.-DEP.OF PARKING AREAS										
PROJECT#: 021997										
1706		10/18 AP		03/26/18	0000000	PETERSON CONTRACTORS CONSTRUCTION	29,672.24			03/28/18
PROJECT#: 1997-DR.RN.CK.WATS.PRJ.										
PROJECT#: 021997										
ACCOUNT TOTAL							56,391.68	.00		56,391.68
FUND TOTAL							56,391.68	.00		56,391.68
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
1664		10/18 AP		03/18/18	0000000	CIVICPLUS	195.25			03/28/18
REC CTR WEBSITE HOSTING										
ACCOUNT TOTAL							195.25	.00		195.25
FUND 606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1708		10/18 AP		03/22/18	0000000	STRICTLY TECHNOLOGY, LLC	1,174.91			03/28/18
LAPTOP/DOCKING STATION KAREN H AS05365										
ACCOUNT TOTAL							1,174.91	.00		1,174.91
FUND TOTAL							1,370.16	.00		1,370.16
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.72-05 OPERATING SUPPLIES / GAS & OIL										
1673		10/18 AP		03/12/18	0000000	HARTLAND FUEL PRODUCTS, LLC	17,748.08			03/28/18
GASOHOL-1500 BLUFF STREET										
ACCOUNT TOTAL							17,748.08	.00		17,748.08
685-7798-446.72-17 OPERATING SUPPLIES / UNIFORMS										
1682		10/18 AP		03/07/18	0000000	SERVICEWEAR APPAREL, INC.	228.18			03/28/18
UNIFORMS - ROBERT MARTIN										
ACCOUNT TOTAL							228.18	.00		228.18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1701				10/18	AP 03/22/18 0000000	C & C WELDING & SANDBLASTING	45.00			03/28/18
						RECTANGULAR TUBING				
1673				10/18	AP 03/19/18 0000000	C & C WELDING & SANDBLASTING	50.03			03/28/18
						PIECES CUT FOR #244 BOX				
1701				10/18	AP 03/19/18 0000000	LAWSON PRODUCTS, INC.	1,141.33			03/28/18
						REPAIRS				
1701				10/18	AP 03/19/18 0000000	SUPERIOR WELDING SUPPLY	82.90			03/28/18
						CABLE CLAMPS,FITTINGS, SCREWS,DRILLBITS, MISC				
1701				10/18	AP 03/16/18 0000000	AIRGAS USA, LLC	140.67			03/28/18
						GRINDING DISCS				
1701				10/18	AP 03/16/18 0000000	FASTENAL COMPANY	1.38			03/28/18
						WELDING GAS				
1701				10/18	AP 03/15/18 0000000	VARITECH INDUSTRIES, INC.		1,584.33		03/28/18
						BOLT FOR PLOW SWIVEL				
1682				10/18	AP 03/13/18 0000000	MENARDS-CEDAR FALLS	13.91			03/28/18
						CREDIT WRONG PARTS				
1673				10/18	AP 03/05/18 0000000	AIRGAS USA, LLC	261.30			03/28/18
						CHAIN LINKS				
1673				10/18	AP 03/03/18 0000000	UNITED PARCEL SERVICE	24.25			03/28/18
						MIG WELDING WIRE				
1701				10/18	AP 02/01/18 0000000	VARITECH INDUSTRIES, INC.	1,599.00			03/28/18
						UPS SHIPPING FEE				
1673				10/18	AP 12/15/17 0000000	CURBTENDER INC		287.31		03/28/18
						BRINE TRAILER VALVES				
1673				10/18	AP 07/31/17 0000000	CURBTENDER INC	1,436.53			03/28/18
						20% DISC ON INV 007781				
						PTO KILL INSTALLATION				
						ACCOUNT TOTAL	4,796.30	1,871.64		2,924.66
685-7798-446.86-12 REPAIR & MAINTENANCE / TOWELS										
1701				10/18	AP 03/20/18 0000000	ARAMARK	37.10			03/28/18
						SHOP TOWELS				
1673				10/18	AP 03/13/18 0000000	ARAMARK	37.10			03/28/18
						SHOP TOWELS				
						ACCOUNT TOTAL	74.20	.00		74.20
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1682				10/18	AP 03/19/18 0000000	C & C WELDING & SANDBLASTING	2,377.77			03/28/18
						INSTALLED RAMPS-TRAILER				
1673				10/18	AP 03/08/18 0000000	WINDRIDGE IMPLEMENTS, LLC.	4,839.31			03/28/18
						FOR CEMETERY #2335				
						REPAIRED REAR BRAKES				
						#2861				
						ACCOUNT TOTAL	7,217.08	.00		7,217.08
						FUND TOTAL	30,063.84	1,871.64		28,192.20

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PREPARED 03/28/2018, 11:41:39
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686						PAYROLL FUND				
FUND 687						WORKERS COMPENSATION FUND				
FUND 688						LTD INSURANCE FUND				
FUND 689						LIABILITY INSURANCE FUND				
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE				
1664				10/18	AP 02/28/18 0000000	REDFERN,MASON,LARSEN & MOORE,	45.00			03/28/18
						LIAB:STANLEY-COMM.CENTER				02/01/18
						ACCOUNT TOTAL	45.00	.00	45.00	
						FUND TOTAL	45.00	.00	45.00	
FUND 724						TRUST & AGENCY				
FUND 727						GREENWOOD CEMETERY P-CARE				
FUND 728						FAIRVIEW CEMETERY P-CARE				
FUND 729						HILLSIDE CEMETERY P-CARE				
FUND 790						FLOOD LEVY				
						GRAND TOTAL	700,064.13	2,187.66	697,876.47	