

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA  
RIVERSIDE CITY HALL COUNCIL CHAMBERS  
60 N GREENE STREET  
REGULAR MEETING  
Monday, February 5, 2018 at 6:30 p.m.**

**NOTICE TO THE PUBLIC:** This is a meeting of the City Council to conduct the regular business of the City. Every item on the agenda is an item of discussion and action if needed.

1. **Call meeting to order**
2. **Approval of agenda**
3. **Consent Agenda**
  - a. Minutes from 2018-01-22
  - b. Minutes from 2018-01-31
  - c. Expenditures for 2018-02-05
4. **Public Forum. 3 minutes per person. See guidelines for public comments at the Clerk's table.**
5. **Public Hearing on plans, specifications, form of contract and estimated costs for Downtown Streetscape project**
6. **Proposal from Brad Akers and Dan Sweeting for development agreement pg 5**
7. **MMS Consultants Report**
  - a. Downtown Streetscape project discussion
  - b. Resolution #020518-01, approving plans for Downtown Streetscape project pg 11
  - c. Galileo Drive street width pg 12
  - d. Resolution #020518-02, approving preliminary plat for Galileo Drive addition pg 21
  - e. Discuss Galileo Drive schedule for bidding
  - f. Safe Routes to School route options
  - g. Ella Street project follow-up
  - h. MMS rates for engineering and other services
  - i. Proposal from MMS for Engineering Services-Northern Growth Area pg 22
8. **Motion to collect bids for a lawn mower**
9. **Resolution #020518-03, approving PeopleService contract for maintenance budget pg 27**
10. **Resolution #020518-04, approving agreement with Kalona Public Library - FY18-19 pg 29**
11. **Resolution #020518-05, to set the date for a Public Hearing on the FY18-19 budget pg 32**
12. **Steve Mann - temporary concrete mixing station – zone C-3 pg 33**
13. **Old Business**
  - a. **Paul Greufe HR report**
  - b. **Sale of Community Building**
14. **Announcements and City Staff Comments**
  - Budget Work Session – 2-13-18 6:00 PM
  - 3<sup>rd</sup> Annual Realtors Luncheon – 2/15/18 at 11:30 AM - RCGR
  - RVFD Budget Work Session – 2/20/18 at 6:00 PM
  - Council Meeting with Annual District Fire Meeting – 2/20/18 at 6:30 PM
15. **City Council Comments & Requests for Information**
16. **Motion to Adjourn**

Approved: \_\_\_\_\_  
Allen Schneider, Mayor

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

RIVERSIDE CITY COUNCIL MEETING: January 22, 2018

The Riverside City Council meeting opened at 6:30 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Bob Schneider Jr., Tom Sexton, Rob Weber, Jeanine Redlinger, and Andy Rodgers.

Motion by Sexton to approve the agenda, Second by Redlinger, passed 5-0.

Sexton moved to approve the minutes from January 8th, 10<sup>th</sup>, and expenditures. Second by Rodgers, passed 5-0.

Chris Kirkwood addressed Council with her concerns of the HR audit.

Schneider moved to refund late fees of \$1834.65 to RACE Enterprises. Second by Redlinger, passed 5-0. It was agreed that the amount would be credited back to their account.

John Sojka addressed council with an update on the sale of the Community Building.

Mayor Schneider opened Public Hearing for Rezoning Cherry Lane 2<sup>nd</sup> Addition at 7:00 pm. There were no oral or written comments. Mayor closed Public Hearing at 7:03 pm.

Schneider moved to pass Ordinance #012218-01 Rezoning of Cherry Lane 2<sup>nd</sup> Addition Auditor's Parcel M, one from A-1 Agriculture to R-1 Single Family Residential, and one from A-1 Agriculture to P-1 Public. Second by Redlinger, passed 5-0.

Redlinger moved to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance #012218-01. Second by Weber, passed 5-0.

Sexton moved to adopt Ordinance # 012218-01. Second by Redlinger, passed 5-0.

Schneider moved to table Resolution #012218-02 Preliminary Plat for Cherry Lane 2<sup>nd</sup> Addition for future consideration. Second by Sexton, passed 5-0.

MMS Consultants, Scott Pottorff and Ben Mitchell, updated the council on the Northern Development, Downtown Streetscape, and Cherry Lane 2<sup>nd</sup> Addition.

Council discussed cost of installing underground utilities on Pioneer Street from Alliant Energy. Council instructed MMS to contact Alliant to put together agreement for next meeting.

Schneider moved to pass Resolution #012218-03, Setting the date for a Public Hearing on Plan Specs, Form of Contract, and Estimated Costs for the Downtown Streetscape on February 5, 2018 during the regular City Council Meeting beginning at 6:30 pm. Second by Redlinger, passed 5-0.

Schneider motioned for MMS to send Project for Bids with Opening on February 14, 2018 at 2 pm. Second by Weber, passed 5-0.

Schneider moved to have MMS prepare agreement for Design Plans in the Northern Growth Area with APEX Construction and City of Riverside splitting costs. Second by Redlinger, passed 3-2, Sexton and Weber opposed.

Sexton moved to pass Resolution #012218-04, Approving Cooperative Agreement with Iowa DOT for HWY 22 Project. Second by Rodgers, passed 5-0.

Bill Stukey, PeopleService, Inc. presented December 2017 Water and Waste Water report to Council. PeopleService has hired an additional employee for Riverside from Cedar Rapids. He will be moving to town in February.

All lift stations have been cleaned. Visu-Sewer recommended cleaning LS #1 and LS #5 every six months, while remaining lift stations could go every other year.

Council set budget work session for Wednesday, January 31, 2018 starting at 6:00 pm.

Schneider moved to adjourn at 8:56 pm, second by Redlinger, passed 5-0.

Full content of Council Meetings can be viewed on the City web site;  
[www.cityofriversideiowa.com](http://www.cityofriversideiowa.com)

- Budget Work Session – January 31, 2018 at 6:00 pm
- Council Meeting – February 5, 2018 at 6:30 pm
- Budget Work Session – February 12, 2018 at 6:00 pm
- Council Meeting – Tuesday, February 20, 2018 at 6:30 pm

ATTEST:

  
\_\_\_\_\_  
Becky LaRoche; Interim City Clerk

  
\_\_\_\_\_  
Allen Schneider; Mayor

RIVERSIDE CITY COUNCIL SPECIAL MEETING: January 31, 2018

The Riverside City Council meeting opened at 6:00 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Bob Schneider Jr., Tom Sexton, Rob Weber, Jeanine Redlinger, and Andy Rodgers.

Motion by Sexton to approve the agenda, Second by Redlinger, passed 5-0.

City received offer to purchase Cherry Lane Lot #8. Council was advised that this lot was already spoken for with earnest money paid in October 2017.

John Sojka addressed Council on Community Building Purchase. Sojka would like to lease building for the cost of utilities until sale could be finalized.

Redlinger moved to have City Attorney draw up purchase/lease agreement for the 2-20-18 meeting. Second by Rodgers, passed 5-0.

Council reviewed City Budget for FY18-19 with the assistance of Tim Long, City Consultant.

Council will review Fire Dept. Budget at 6:00 PM on Tuesday, February 20<sup>th</sup>.

Council needs to finalize Hotel/Motel Grants, Capital Projects, Insurance, and Staffing needs for budget completion.

Schneider inquired about setting aside funds for New Community Center in budget.

Sexton asked Council members to ask community members about their thoughts on the Northern Development.

Mayor stated that Clerk interviews would be done on Friday, February 2<sup>nd</sup> with the Employee Committee.

Redlinger moved to adjourn at 8:15 pm, second by Weber, passed 5-0.

Full content of Council Meetings can be viewed on the City web site;

[www.cityofriversideiowa.com](http://www.cityofriversideiowa.com)

Budget Work Session – February 12, 2018 at 6:00 pm  
RVFD Budget Work Session – February 20, 2018 at 6:00 pm  
Council Meeting – Tuesday, February 20, 2018 at 6:30 pm

ATTEST:

  
Becky LaRoche; Interim City Clerk

\_\_\_\_\_  
Allen Schneider; Mayor

EXPENDITURES FEBRUARY 5, 2018				
COUNCIL MEETING				
ALLIANT ENERGY	PARKS	001-5-430-6371	\$	363.94
ALLIANT ENERGY	SEWER	610-5-815-6371	\$	1,094.00
ALLIANT ENERGY	WATER	600-5-810-6371	\$	251.61
ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$	288.62
ALLIANT ENERGY	COMM BUILD	001-5-460-6371	\$	59.44
ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$	1,450.17
A TECH	RVFD MONITORING	001-5-150-6356	\$	84.00
ALLIANT ENERGY	FIRE STATION	001-5-150-6330	\$	571.63
AUTOMATIC SYSTEMS CO.	WELL 7 & 8	600-5-810-6374	\$	1,097.50
DOUG MICHEL ELECTRIC	XMAS LIGHTS UP/DOWN	001-5-430-6320	\$	200.00
HEIMAN FIRE EQUIP	32 HOODS	001-5-150-6356	\$	2,716.35
IOWA DOT	SEWER PERMIT-DT SC	301-5-750-6785	\$	100.00
IOWA DOT	WATER PERMIT - DT SC	301-5-750-6785	\$	162.10
IOWA DOT	NPDES PERMIT- DT SC	301-5-750-6785	\$	175.00
IOWA ONE CALL	LOCATES	600-5-810-6507	\$	18.00
JAY STUELKE	FEB CELL	001-5-210-6373	\$	50.00
JIMS SMALL ENGINE REPAIR	3 CHAINSAW REPAIRS	001-5-430-6504	\$	478.80
LAROCHE, BECKY	WMART- DESIGN STORAGE BOXES	001-5-650-6506	\$	53.64
LAROCHE, BECKY	FEB CELL	001-5-650-6373	\$	50.00
LENZ, BRYAN	FEB CELL	001-5-210-6373	\$	50.00
MENARDS	STORAGE SHED REPAIRS	610-5-815-6504	\$	355.49
MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$	275.35
MID AMERICAN ENERGY	RVFD	001-5-150-6330	\$	430.14
MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$	132.03
MID AMERICAN ENERGY	COMM BUILD	001-5-460-6371	\$	89.51
OFFICE EXPRESS	STAMP INK	001-5-650-6506	\$	15.98
PAWS & MORE	GRANT	145-5-650-6423	\$	2,500.00
PEOPLE SERVICES	SERVICE FEB	600-5-610-6500	\$	10,736.50
PEOPLE SERVICES	SERVICE FEB	610-5-815-6500	\$	10,736.50
RACC	GRANT- HALL PARK EKLECTRIC	145-5-650-6430	\$	7,500.00
RELIANT FIRE APPARATUS	AIR CLEANER #162	001-5-150-6352	\$	238.88
SANDRY FIRE SUPPLY	2 HELMET CRESCENT	001-5-150-6356	\$	7.00
STUMPF CONST.	SIGN CLEAN-UP	001-5-510-6320	\$	760.00
	TOTAL UNPAID BILLS		\$	43,092.18
	JANUARY EOM PAYABLES 1-26-18			
DELTA DENTAL	FEBRUARY		\$	106.98
LINCOLN NAT'L LIFE	FEBRUARY		\$	179.14
MEDIACOM	RVFD	001-5-150-6332	\$	139.30
MEDIACOM	CITY HALL	001-5-650-6373	\$	149.17
US BANK	COPIER RENTAL	001-5-650-6496	\$	166.37
VERIZON	COLLECTOR CELL SERVICE	600-5-810-6373	\$	63.68
WELLMARK	FEBRUARY		\$	4,526.50
WINDSTREAM	SHOP	001-5-210-6373	\$	17.34
	TOTAL PAID BILLS		\$	5,348.48
	TOTAL EXPENDITURES		\$	48,440.66

*Wet A-P*  
*BE*

**Becky LaRoche**

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**From:** Mayor <mayor@cityofriversideiowa.com>  
**Sent:** Tuesday, January 30, 2018 3:30 PM  
**To:** Becky LaRoche  
**Subject:** FW: Riverside development

For inclusion in the packet for Monday or to be passed out tomorrow night.

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**From:** [Brad Akers](#)  
**Sent:** Tuesday, January 30, 2018 3:00 PM  
**To:** [mayor@cityofriversideiowa.com](mailto:mayor@cityofriversideiowa.com)  
**Subject:** Riverside development

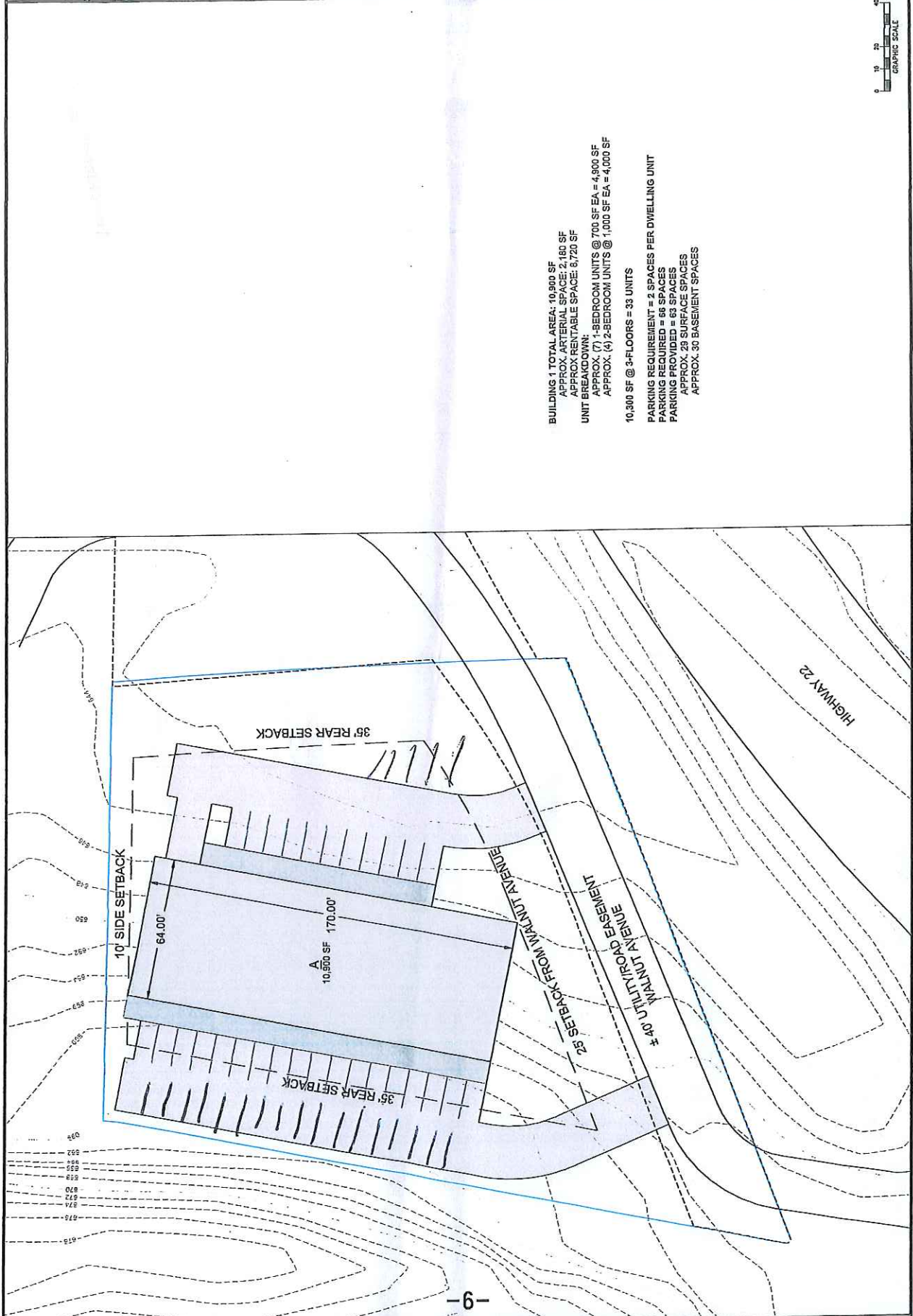
Allen,

I recently sent you updated plans for the proposed project that Dan and I are planning to building on the empty lot we have next to the walnut towers condo project, I believe the address is 1096 walnut Ave. We have designed a building with 26 residential apartments/condos with underground parking and 2,737 sq.ft. of commercial space to be leased as a whole unit or to be divided in to 2 separate spaces. We anticipate the final value of this project to be around \$3,000,000.00. We are asking for some incentives that the City if Riverside would be able to provide. We are asking for 25% of the assessed value of the project be paid back over a period of 7 years starting when the project is fully assessed. We will have 3-3 bedroom units that will rent for \$950.00-\$1,000 a month. We will have 14-2 bedroom units that rent for \$850-\$900 a month. Also we will have 9-1 bedrooms that will rent for \$750-\$800 a month. We anticipate the commercial space renting at \$10 a sq.ft. per year. Thank you for considering out project, I think this project will be a good indicator going forward on what the needs are and what other types of development we can work on together in the Riverside.

Thanks  
Brad Akers

Brad Akers-Realtor  
Cell- 319-631-2986  
North Liberty to Columbus Junction & Surrounding!  
Farms, Residential, Acreages, Commercial  
Robertson Real Estate LLC  
Robertson-Realestate.com  
Office located at:  
221 Main Street Columbus Jct. IA  
O: 319-728-8891  
F: 319-728-8193  
Licensed in the State of Iowa

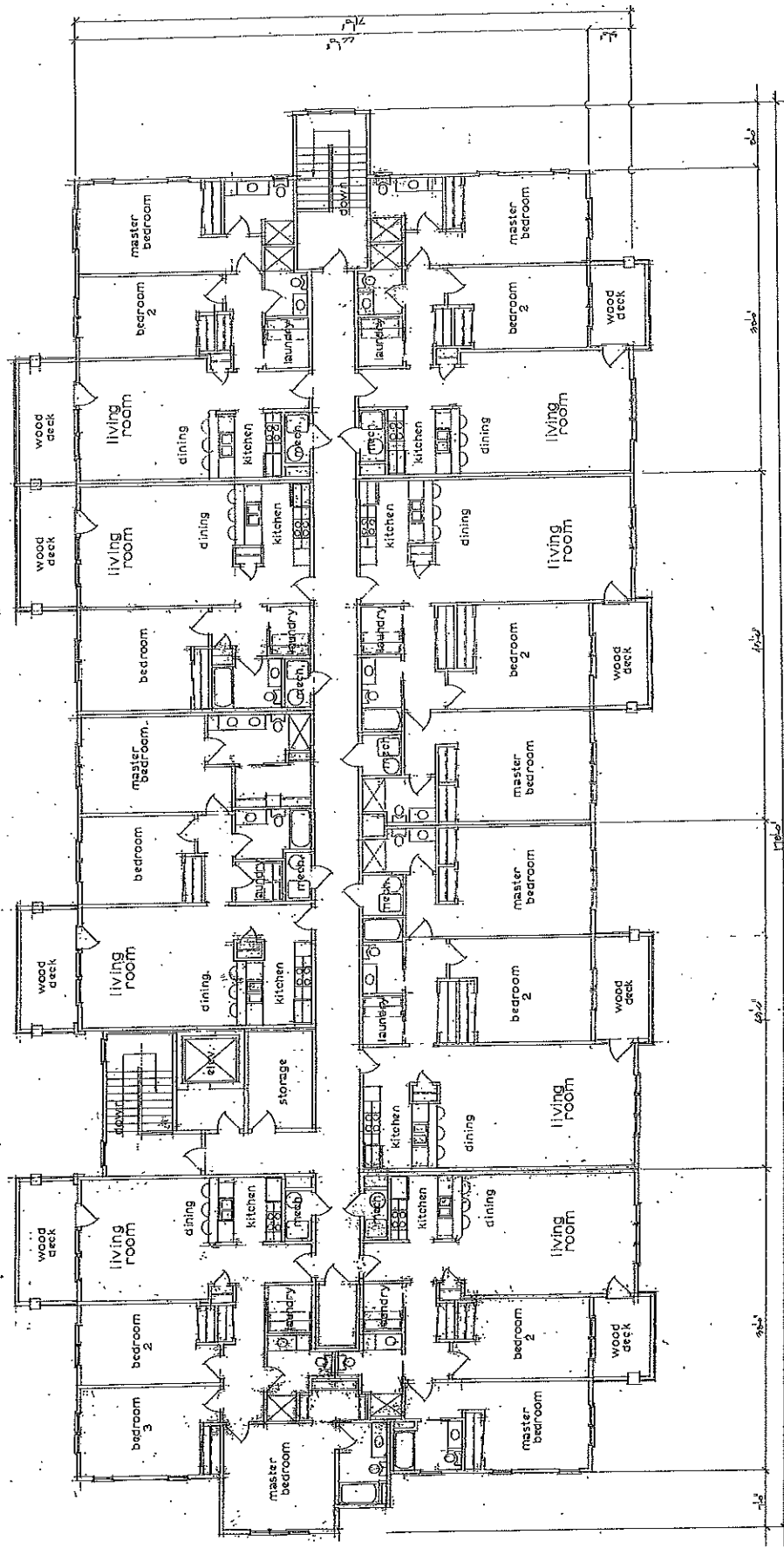
		PROJECT NUMBER <b>175168</b>	PROJECT WASNIT AVENUE RESIDENTIAL DEVELOPMENT CONCEPT 11	PREPARED BY <b>hbk</b> ENGINEERING HBE ENGINEERING, LLC 200 S. CALLETT ST. PHOENIX, AZ 85004 PHONE: (602) 234-2277 FAX: (602) 234-2277 BOWEN DEPARTMENT REGISTRATION NO. 166242201 WWW.HBEENGINEERING.COM	APPROVED TO BE DETERMINED	RECORDED TO BE DETERMINED	APPROVED TO BE DETERMINED	CONTRACTOR TO BE DETERMINED	PERMIT NUMBER 17-5119	DATE QUANTIFIED 8-31-2017	DRAWING LOG DATE REVISION BY DATE	PROJECT MANAGER BRIAN BOELK	SHEET 1 OF 1
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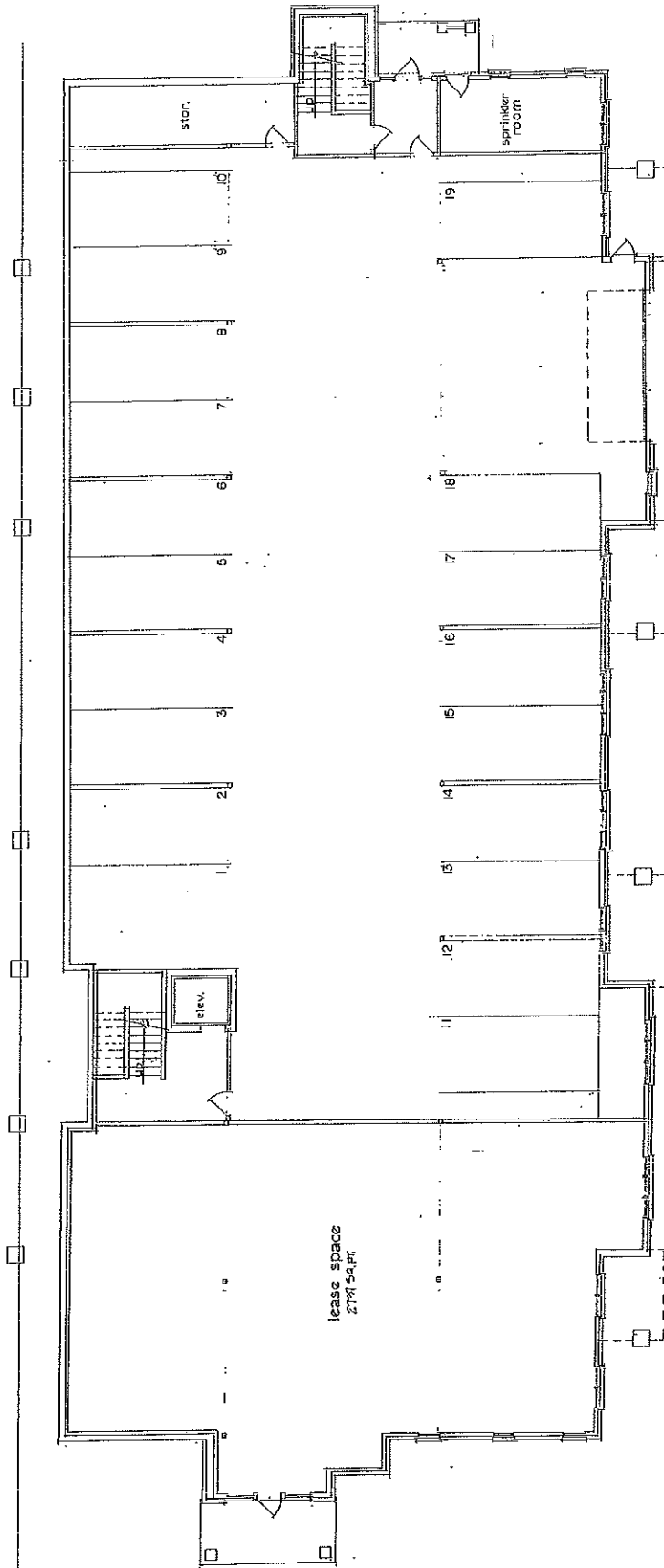






7/10/10  
 303 TRUCK BLDG  
 303 TRUCK BLDG  
 CR Bldg - 3rd Floor

third floor plan



lower level plan

**RESOLUTION #020518-01**

**RESOLUTION TO ACCEPT PLANS AND SPECIFICATION DESIGN FOR DOWNTOWN STREETScape PROJECT**

**WHEREAS**, The City of Riverside has contracted with MMS Consultants to plan and design the Downtown Streetscape. Project to put in storm drainage, redo raised sidewalks, repair alley, and parking.

On the 5<sup>th</sup> day of February, 2018, the City Council of Riverside held a Public Hearing at City Hall regarding this project at the Council Meeting starting at 6:30 PM.

**THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, APPROVES THE Plans, Specifications and Contract for the Downtown Streetscape Project.

**IT WAS MOVED BY Councilperson \_\_\_\_\_**, seconded by Councilperson \_\_\_\_\_ that the foregoing Resolution be approved.

Roll call: Schneider, Sexton, Redlinger, Weber, Rodgers

Ayes:

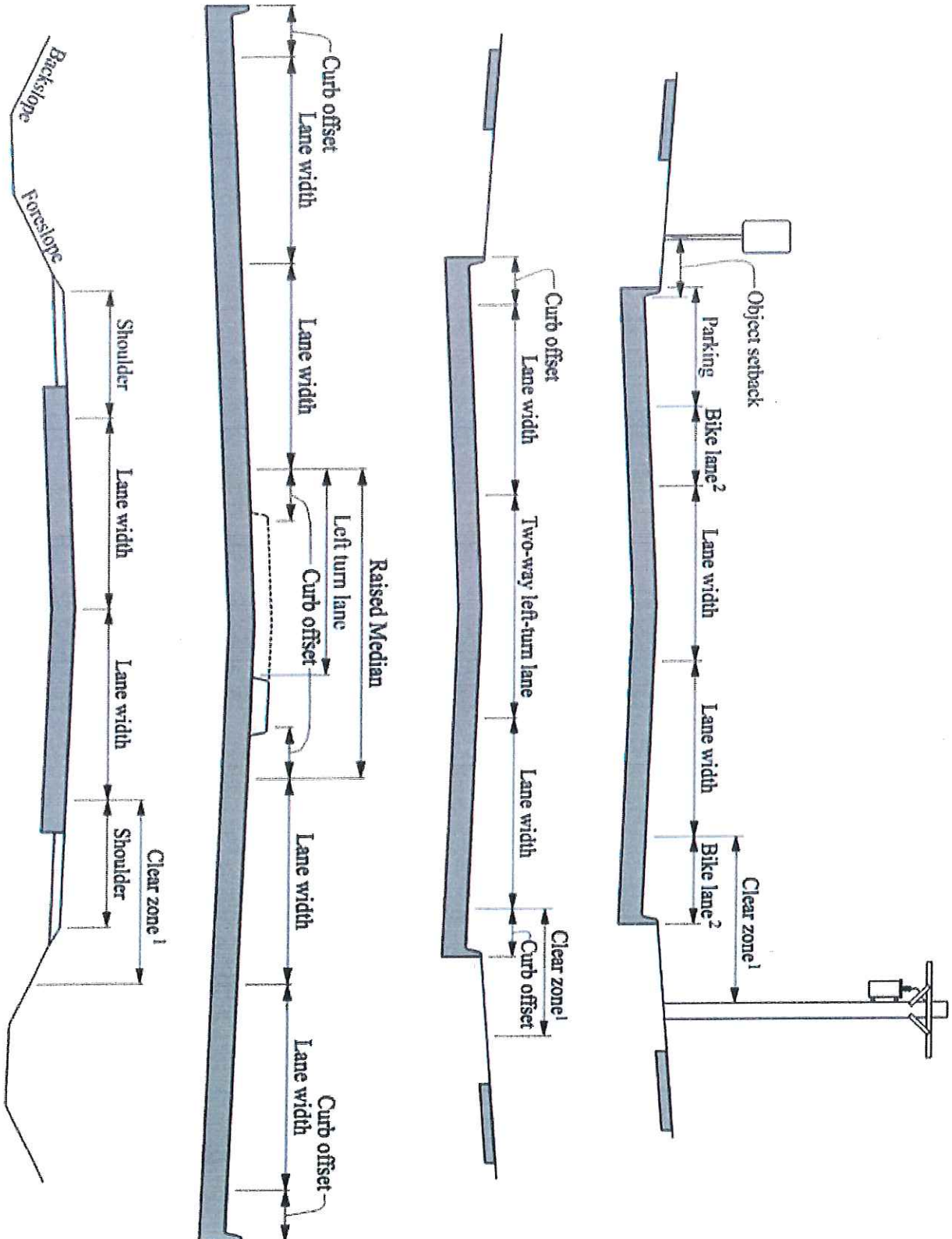
Nays:

**PASSED AND APPROVED** by the City Council of Riverside, Iowa, on this 5th day of February, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest: \_\_\_\_\_  
Becky LaRoche, Interim City Clerk

SUDAS



SUDAS

**Table 5C-1.01: Preferred Roadway Elements**  
**Elements Related to Functional Classification**

Design Element	Local		Collector		Arterial	
	Res.	C/I	Res.	C/I	Res.	C/I
<b>General</b>						
Design level of service <sup>1</sup>	D	D	C/D	C/D	C/D	C/D
Lane width (single lane) (ft) <sup>2</sup>	10.5	12	12	12	12	12
Two-way left-turn lanes (TWLTL) (ft)	N/A	N/A	14	14	14	14
Width of new bridges (ft) <sup>3</sup>	See Footnote 3					
Width of bridges to remain in place (ft) <sup>4</sup>	-----	-----	-----	-----	-----	-----
Vertical clearance (ft) <sup>5</sup>	14.5	14.5	14.5	14.5	16.5	16.5
Object setback (ft) <sup>6</sup>	3	3	3	3	3	3
Clear zone (ft)	Refer to Tables 5C-1.03, 5C-1.04, and 5C-1.05					
<b>Urban</b>						
Curb offset (ft) <sup>7</sup>	2	2	2	3	3	3
Parking lane width (ft)	8	8	8	10	N/A	N/A
Roadway width with parking on one side <sup>8</sup>	26/31 <sup>9</sup>	34	34	37	N/A	N/A
Roadway width without parking <sup>10</sup>	26	31	31	31	31	31
Raised median with left-turn lane (ft) <sup>11</sup>	N/A	N/A	19.5	20.5	20.5	20.5
Cul-de-sac radius (ft)	45	45	N/A	N/A	N/A	N/A
<b>Rural Sections in Urban Areas</b>						
Shoulder width (ft)						
ADT: under 400	4	4	6	6	10	10
ADT: 400 to 1,500	6	6	6	6	10	10
ADT: 1,500 to 2,000	8	8	8	8	10	10
ADT: above 2,000	8	8	8	8	10	10
Foreslope (H:V)	4:1	4:1	4:1	4:1	6:1	6:1
Backslope (H:V)	4:1	4:1	4:1	4:1	4:1	4:1

Res. = Residential, C/I = Commercial/Industrial

## SUDAS

**Table 5C-1.02: Acceptable Roadway Elements**  
Elements Related to Functional Classification

Design Element	Local		Collector		Arterial	
	Res.	CI	Res.	CI	Res.	CI
<b>General</b>						
Design Level-of-Service <sup>1</sup>	D	D	D/E	D/E	D/E	D/E
Lane width (single lane) (ft) <sup>2</sup>	10	11	11	11	11	11
Two-Way Left-Turn Lanes (TWLTL) (ft)	N/A	N/A	12	12	12	12
Width of new bridges, (ft) <sup>3</sup>	See Footnote 3					
Width of bridges to remain in place (ft) <sup>4</sup>	20	22	24	24	26	26
Vertical clearance (ft) <sup>5</sup>	14.5	14.5	14.5	14.5	14.5	14.5
Object setback (ft) <sup>6</sup>	1.5	1.5	1.5	1.5	1.5	1.5
Clear zone (ft)	Refer to Tables 5C-1.03, 5C-1.04, and 5C-1.05					
<b>Urban</b>						
Curb offset (ft) <sup>7</sup>	1.5 <sup>8</sup>	1.5 <sup>8</sup>	1.5 <sup>8</sup>	1.5 <sup>8</sup>	2	2
Parking lane width (ft)	7.5	7.5	7.5	9	10	10
Roadway width with parking <sup>9, 11</sup>	26/31 <sup>10</sup>	31	31	34 <sup>11</sup>	34	34
Roadway width without parking <sup>11</sup>	26 <sup>10</sup>	26	26	26	26	26
Raised median with left-turn lane (ft) <sup>12</sup>	N/A	N/A	18	18	18.5	18.5
Cul-de-sac radius (ft)	45	45	N/A	N/A	N/A	N/A
<b>Rural Sections in Urban Areas</b>						
Shoulder width (ft)						
ADT: under 400	2	2	2	2	8	8
ADT: 400 to 1,500	5	5	5	5	8	8
ADT: 1,500 to 2,000	6	6	6	6	8	8
ADT: over 2,000	8	8	8	8	8	8
Foreslope (H:V) <sup>13</sup>	3:1	3:1	3:1	3:1	4:1	4:1
Backslope (H:V)	3:1	3:1	3:1	3:1	3:1	3:1

## SUDAS

<sup>8</sup> Parking is allowed along one side of local or collector streets unless restricted by the Jurisdiction. Some jurisdictions allow parking on both sides of the street. When this occurs, each jurisdiction will set their own standards to allow for proper clearances, including passage of large emergency vehicles. Parking is normally not allowed along arterial roadways.

<sup>9</sup> For local, low volume residential streets, two free flowing lanes are not required and a 26 foot or 31 (back to back) roadway may be used where parking is allowed on one side or both sides respectively. For higher volume residential streets, which require two continuously free flowing traffic lanes, a 31 foot or 37 foot roadway should be used for one sided or two sided parking respectively.

<sup>10</sup> Some minimum roadway widths have been increased to match standard roadway widths. Unless <sup>15</sup> approved by the Jurisdiction, all two lane roadways must comply with standard widths of 26, 31, 34, or feet.



SUDAS

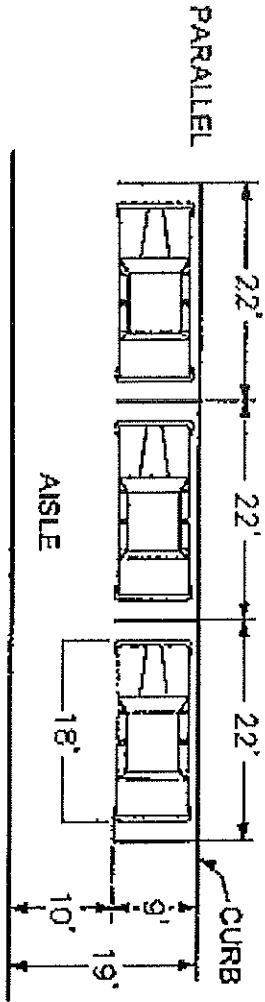
Table SM-1.01: Preferred Design Elements for Complete Streets

Classification	Local				Collector						Arterial					
	25		30		25		30		35 and Up		25		30		35 and Up	
	Res.	C/I	Res.	C/I	Res.	C/I	Res.	C/I	Res.	C/I	Res.	C/I	Res.	C/I	Res.	C/I
Posted Speed (mph)	25		30		25		30		35 and Up		25		30		35 and Up	
<i>Land use</i> <sup>1</sup>	Res.		C/I		Res.		C/I		Res.		C/I		Res.		C/I	
Travel lane width (ft) <sup>2</sup>	10 <sup>3</sup>	11	10	11	11	11	11	11	11	12	11	11	11	12	12	12
Turn lane width (ft)	--	--	--	--	11	11	11	11	11	12	11	11	11	12	12	12
Two-way left-turn lanes width (ft)	--	--	--	--	12	12	12	12	12	12	12	12	12	12	12	12
Curb Offset (ft) <sup>4</sup>	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2	2	2	2	2	2
Parallel parking width (no buffer) (ft) <sup>5</sup>	8	8	8	8	8	9	8	9	9	9	10	10	10	10	10	10
Curb radii (ft) <sup>6</sup>	15	15	15	15	15	25	15	25	25	30	15	25	15	25	25	30
Bicycle lane width (ft) <sup>7</sup>	--	--	--	--	5	5	5	5	5	5	5	5	5	5	5	5

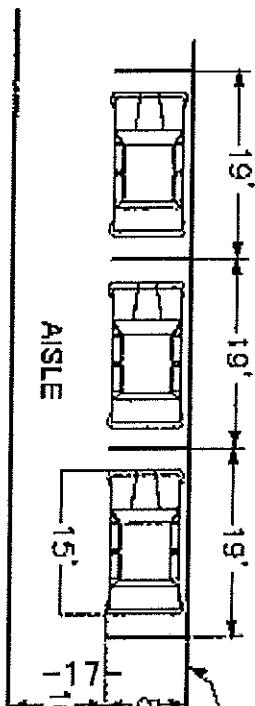
1 Res. = Residential, C/I = Commercial/Industrial  
 2 Minimum sharrow lane width is 13 feet.  
 3 For low volume residential streets, two free flowing lanes are not required. They can operate as yield streets if parking is allowed on both sides and vehicles are parked across from each other.  
 4 Curb offset, less the width of the curb, may be used in the parallel parking lane width.  
 5 For arterial or high speed collectors, the parallel parking stall width may be reduced if a minimum 3 feet wide buffer strip is included.  
 6 Curb radii may be adjusted based on design vehicle, presence of bicycle lanes or parking lanes, and the number of receiving lanes. Encroachment of turning vehicles into opposing lanes is not allowed.  
 7 If paving is integral without a longitudinal gutter joint, the curb offset, less the width of the curb, may be used as part of a bicycle lane.

# IOWA CITY

## Standard Vehicles



## Compact Ve



2. Aisles:
  - a. All parking spaces must be connected to an aisle that has a minimum width as indicated in figure 5A.2 of this section. Aisles designed for two-way traffic must have a minimum of twenty-two feet (22') in width.
  - b. The greatest aisle width shown in figure 5A.2 of this section, must be provided when combining different parking space configurations on the same aisle.
  - c. The maximum aisle width is twenty-four feet (24').
3. Drives: A drive providing access to a parking area with more than eighteen (18) spaces must be no less than eighteen feet (18') in width if designed for two-way traffic and ten feet (10') in width if designed for one-way traffic.

# IOWA CITY

	Minimum Right Of Way Width	Pavement Width	Number Travel Lanes	Parking	Maximum Grade	Sides
Residential alley/rear lane	20 feet	16 feet	2	No	12 percent	n/a
Commercial alley/rear lane	20 feet minimum/variables	20 feet/variables	2	No	10 percent	n/a
Loop street <sup>1</sup>	100 feet minimum/variables	22 feet	1 shared	Yes, on 1 side	10 percent	4 feet r side of
Low volume cul-de-sac <sup>2</sup>	50 feet	22 feet	1 shared	Yes, on 1 side	10 percent	4 feet t
Cul-de-sac	60 feet	26 or 28 feet	2	Yes <sup>3</sup>	10 percent	5 feet t
Local residential street	60 feet	26 or 28 feet	2	Yes <sup>3</sup>	12 percent	5 feet t
Local commercial/industrial street	60 feet	28 feet	2	Yes	8 percent	5 feet t
Collector street (all land uses)	66 feet	31 feet	2	Yes	10 percent for residential; 8 percent for commercial or industrial	5 feet t
Collector street with bike lanes	66 feet	34 feet	2	No	8 percent	5 feet t

2 lane arterial street	100 feet minimum	31 feet	2	No	8 percent	8 feet on one side
Arterial street with bike lanes	100 feet minimum	34 feet	2	No	8 percent	8 feet on one side
4 lane arterial street	100 feet minimum	54 feet/variables depending if median is included	4	No	8 percent	8 feet on one side
Arterial street with parking	100 feet minimum, more may be required depending on parking configuration	Varies, based on number of lanes and whether parking is parallel or angled	2	Yes	8 percent	8 feet on one side
3 lane arterial street	100 feet minimum	46 feet/variables depending if median is included	3	No	8 percent	8 feet on one side

NORTH LIBERTY

TABLE 180.12-C - STREET DESIGN CRITERIA SUMMARY

	Arterial	Collector	Local & Cul-de-sac	Cul-de-sac Turns around s	Indus
Minimum Right-of-way Width <sup>1</sup>	100' Major Arterial 85' Minor Arterial	66'	60'	110' diameter 120' in industrial areas	60'
Minimum Street Pavement Width	31'	31'	29'	80' diameter	29' <sup>1</sup>
Maximum Grade <sup>2</sup>	8%	10%	12%	8%	8%
Minimum Grade	0.6%				
Minimum Curve Radius <sup>3</sup>	1,000'	350'	150'	150'	150'

<sup>1</sup> Additional width may be required in some circumstances such as to maintain consistency within a corridor or where auxiliary lanes are required.

<sup>2</sup> When two streets intersect, the grade of the lower classification street shall be minimized to allow stopping and starting in adverse weather.

<sup>3</sup> Minimum curve radius may be shorter where designed for traffic calming, subject to approval of the

# WASHINGTON

## 166.18 DESIGN STANDARDS.

1. Streets. New subdivisions shall make provisions for continuation and extension of arterial and collector streets.

A. Rights-of-way Shall Be Provided. Rights-of-way shall be provided as follows:

- (1) Minor Arterial—seventy feet (70').
- (2) Collector—sixty six feet (66').
- (3) Minor residential or Local streets—sixty feet (60').
- (4) Cul-de-sacs—under 700 feet in length will be one hundred ten feet (110') in diameter and if over 700 feet to maximum of 1000 feet in length will be one hundred and twenty feet (120') in diameter.
- (5) Alleys, residential—sixteen feet (16').
- (6) Alleys, commercial or industrial—twenty feet (20').

B. Pavement. Pavements shall be provided as follows:

- (1) Minor Arterial—forty-one feet (41'). To serve traffic with no parking.
- (2) Collector—thirty-one feet (31'). To serve two with parking on one side.
- (3) Minor residential or Local streets—twenty-five serve two lanes of traffic with no parking.
- (4) Cul-de-sacs—Cul-de-sacs are discouraged in unavoidable the use of "tear drop" style Cul-de-sacs (refer to City specs). If installed, Cul-de-sacs under 700 will be ninety feet (90') in diameter and if over 700 maximum of 1000 feet in length will be one hundred feet in diameter. "Tear drop" style Cul-de-sacs shall be a maximum of 1000 feet in length.
- (6) Alleys—sixteen feet (16').
- (7) Sidewalks—five feet (5') on both sides of street

**RESOLUTION #020518-02**

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR GALILEO DRIVE**

**WHEREAS**, on this 5<sup>th</sup> day of February, 2018 the City Council of Riverside, reviewed and accepted the Preliminary Plat for Galileo Drive.

**THEREFORE, BE IT RESOLVED**, The City of Riverside City Council, hereby approves the Preliminary Plat for Galileo Drive prepared by MMS Consultants and recommended to the Riverside City Council by the Planning and Zoning Commission.

**IT WAS MOVED BY** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ that the foregoing resolution be adopted.

**Roll Call Vote:** Schneider, Sexton, Redlinger, Weber, Rodgers

Ayes:

Nays:

Absent:

**Passed and Approved** by the City Council of Riverside, Iowa and approved this 5th day of February, 2018.

SIGNED: \_\_\_\_\_ Date: \_\_\_\_\_  
Allen Schneider, Mayor

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Becky LaRoche, Interim City Clerk

# MMS CONSULTANTS, INC. Professional Services Agreement

This is an Agreement made as of \_\_\_\_\_, 2018, between MMS Consultants, Inc. (MMS) and the City of Riverside, Iowa (CITY) and Apex Construction (DEVELOPER). CITY and DEVELOPER hereby engage MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

Services: Annexation, Rezoning, Preliminary Plat for North Growth Area (Approximately 28 Acres) and Final Design and Permitting for North Growth Area Phase One (12 Lots) - Riverside, Iowa

MMS and CLIENT agree:

1. **Scope of Services.** MMS shall perform the services as stated in Exhibit 1, which shall hereinafter be referred to as the "Project." In the event the scope of services changes during the term of this Agreement, the parties shall execute a written change order specifying the nature of the change in the scope of services and any associated change in the payment required.
2. **Compensation and Payment.** CITY and DEVELOPER shall compensate MMS for MMS's services as stated in Exhibit 2.
3. **Terms and Conditions.** MMS shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. The terms and conditions contained within this Agreement shall apply to all change orders related to this project.
4. The following exhibits are attached to and made part of this Agreement:

- Exhibit 1 – Scope of Services
- Exhibit 2 – Compensation
- Exhibit 3 – Standard Terms & Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

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

DEVELOPER:

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

Address for giving notices:  
Apex Construction  
4218 Yvette St SW  
Iowa City, IA 52240

CITY:

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

Address for giving notices:

City of Riverside  
60 N. Greene Street  
Riverside, IA 52327

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

**MMS CONSULTANTS, INC.**  
**Professional Services Agreement**  
**Exhibit 1 – Scope of Services**

Services: Annexation, Rezoning, Preliminary Plat for North Growth Area (Approximately 28 Acres) and Final Design and Permitting for North Growth Area Phase One (12 Lots) - Riverside, Iowa

**BASIC SERVICES SHALL INCLUDE:**

**A. ANNEXATION, REZONING and PRELIMINARY PLAT**

1. Prepare exhibits with legal descriptions for annexation and rezoning areas
2. Prepare lot layout concepts for review by City staff and developer
3. Prepare preliminary plat based on agreed upon lot layout concept
4. Prepare preliminary grading plan and storm water management plan for the entire site
5. Attend meetings with City staff and developer as required
6. Attend Planning and Zoning meeting where annexation, rezoning and preliminary plat are discussed
7. Attend City Council meetings where annexation, rezoning and preliminary plat are discussed

**B. FINAL DESIGN AND PERMITTING PHASE ONE (12 LOTS)**

1. Prepare construction plans for public improvements, including site grading, sanitary sewer, water main, storm sewer, street paving, ADA sidewalk curb ramp/erosion control and storm water management facilities
2. Meet as required to review construction plans with City staff and developer and incorporate feedback gained
3. Prepare final storm water management plan for Phase One
4. Attend City Council meetings as required to discuss proposed construction plans
5. Prepare NPDES permit paperwork and initial SWPPP for the site
6. Prepare Iowa DNR construction permit forms for sanitary sewer and water mains
7. Prepare estimate of probable construction cost for improvements shown on construction plans



The following services are not included in the Scope of Services but can be negotiated separately if these services are required:

1. Bidding or contracting services
2. Construction administration, staking or inspection
3. Preparation of final plat or setting lot pins
4. Wetlands delineation reports, permitting or mitigation plans
5. Negotiating of easements with property owners and preparation of offsite easement plats
6. Soils investigation
7. Permit fees

**MMS CONSULTANTS, INC.**  
**Professional Services Agreement**  
**Exhibit 2 – Compensation and Payment**

Services: Annexation, Rezoning, Preliminary Plat for North Growth Area (Approximately 28 Acres) and Final Design and Permitting for North Growth Area Phase One (12 Lots) - Riverside, Iowa

1.0 CITY and DEVELOPER shall pay MMS as follows:

- A. Lump sum in the amount of \$23,500 for the scope outlined in Item A in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

Lump sum in the amount of \$18,500 for the scope outlined in Item B in Exhibit 1. This fee does not include application or permit fees, outside services, equipment or materials.

All additions and changes to scope of services shall be agreed upon by use of a Change Order signed by MMS, CITY and DEVELOPER. All conditions for payment of Change orders will be the same as the conditions for payment within the original Agreement.

- B. Invoices will be prepared monthly in accordance with MMS standard invoicing practices and submitted to CITY and DEVELOPER. Monthly invoices will be split in half with half of the invoice sent to each the CITY and DEVELOPER. Invoices are due upon receipt. If CITY or DEVELOPER fails to make any payment due to MMS for services and expenses within 60 days after date of MMS invoice, the amounts due MMS will be increased at the rate of 1.5% per month from the 60<sup>th</sup> day after invoice date. In addition, MMS may, without liability and not in lieu of any other rights MMS may have at law or in equity, after giving seven days written notice to CITY or DEVELOPER, suspend services under this Agreement until MMS has been paid in full all amounts due for services, expenses, and other related charges. In addition, in any action to collect unpaid amounts due pursuant to this Agreement, CITY or DEVELOPER shall pay all cost of collection including but not limited to court costs and MMS's attorney's fees. Payments will be credited first to interest and then to principal.
- C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.
- D. Upon complete execution of this Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Upon agreement from all parties, the work under the project may be terminated before completion of the entire scope of services. In said event, CITY and DEVELOPER shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

**MMS CONSULTANTS, INC.**  
**Professional Services Agreement**  
**Exhibit 3 – Terms and Conditions**

Services: Annexation, Rezoning, Preliminary Plat for North Growth Area (Approximately 28 Acres) and Final Design and Permitting for North Growth Area Phase One (12 Lots) - Riverside, Iowa

Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers. References to "Client" shall apply to both CITY and DEVELOPER.

A. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.

E. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.

G. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.

H. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.

I. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.

J. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

209 S 19th Street • Suite 555  
Omaha, NE 68102



Local: 402-344-4800  
Fax: 402-344-4799

January 4, 2018

Mayor Allen Schneider  
City of Riverside  
60 N. Greene Street  
Riverside, Iowa 52327

Dear Mayor Schneider,

Pursuant to Paragraphs 1.4, 4.2 and 4.4 of the Operations and Maintenance Agreement dated July 23, 2016 between the City of Riverside, Iowa and PeopleService, Inc., the maximum annual maintenance/repair (non-capital) expenditure amount, the monthly compensation and the "base amount" for chemicals that the City of Riverside, Iowa pays for our services are to be adjusted each July 1<sup>st</sup>. This adjustment is to be based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) between November of 2016 and November of 2017.

The change to the CPI-U was a positive 2.2%. Thus, effective July 1, 2018, the City of Riverside's maximum annual maintenance/repair (non-capital) expenditure amount will be increased from \$20,480 to \$20,931, the monthly compensation will be increased from \$21,473 to \$21,945 and the "base amount" for chemicals will be increased from \$24,576 to \$25,117.

PeopleService would appreciate your signing this letter in the space provided below, and returning a copy to the address shown at the top of this letter. By doing so, you acknowledge receipt of this letter and the adjustment and increase in accordance with the Operations and Maintenance Agreement. Please note that the CPI adjustment will be billed beginning with the effective date even if we do not receive a signed copy of this letter.

If you have any questions, please don't hesitate to contact either Dennis White, our Region Manager for your area, or myself.

Yours truly,

Chad A. Meyer  
President

Acknowledged:  
CITY OF RIVERSIDE, IOWA

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

Dated: \_\_\_\_\_

**RESOLUTION #020518-03**

**RESOLUTION APPROVAL OF CONTRACT WITH  
PEOPLESERVICE INC. FOR MAINTENANCE EXPENDITURES OF CITY  
WATER AND WASTEWATER FACILITIES**

**Whereas**, the City of Riverside City Council has decided to enter into contract with PeopleService Inc. to provide operation and maintenance operations for the City of Riverside's Water and Wastewater plants.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve to 2.2% increase to the CPI-U beginning July 1, 2018. Maintenance/repair expenditure amount will increase \$451.00 totaling \$20,931.00. Monthly Compensation will increase \$472.00 totaling \$21,945.00. Base amount of Chemicals will increase \$541.00 totaling \$25,117.00.

**Moved by** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, to adopt the foregoing resolution.

Roll Call: Weber, Schneider, Sexton, Redlinger, Rodgers

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 5th day of February, 2018.

Signed: \_\_\_\_\_

Allen Schneider, Mayor

Attest: \_\_\_\_\_

Becky LaRoche, interim City Clerk



# *Kalona Public Library*

510 C Avenue · P.O. Box 1212 · Kalona, IA 52247  
Phone (319) 656-3501 [kaloplib@kctc.net](mailto:kaloplib@kctc.net) Fax (319) 656-3503

December 29, 2017

Riverside City Council  
Attention: City Clerk  
60 N. Greene Street  
P.O. Box 188  
Riverside, IA 52327

Enclosed is a new draft for the contract with the Kalona Public Library for library services for the fiscal year beginning July 1, 2018. We welcome the opportunity to provide library services for the citizens of Riverside.

We are basing our calculation of the amount this year on \$20.50 per capita. According to the latest figures available ("Iowa Public Library Statistics, July 1, 2015-June 30, 2016"), the state average for library costs for a city the size of Riverside is \$39.59 per capita. Kalona residents were paying \$65.98; Washington, \$40.22, and Wellman, \$53.96 per capita, according to the 15/16 figures. Our objective continues to be to gradually bring your contribution up to the county rural level, which is currently a per capital rate of \$20.54.

Based upon your population of 993 (2010 census), and using the rate of \$20.50 per capita, this would call for \$20,356.00, which is an increase of \$496.00 over the current year.

Please contact our Library Director, Anne Skaden, if you have questions (656-3501). If you wish, she would be willing to attend a meeting of your City Council to answer their questions as well.

Sincerely,

A handwritten signature in black ink that reads "Frank Slabaugh".

Frank Slabaugh, President, Kalona Library Board of Trustees  
319-656-2281  
[frank.slabaugh@gmail.com](mailto:frank.slabaugh@gmail.com)

**CONTRACT FOR LIBRARY SERVICES**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Riverside, Iowa, and the Board of Trustees of the Kalona Public Library.

**CONSIDERATIONS**

**WHEREAS**, the City of Riverside, Iowa, does not have a public library; and

**WHEREAS**, the Board of Trustees of the Kalona Public Library maintains a public library in its community that is in part supported by taxes levied upon the property located within its corporate boundaries, which tax meets the minimum standards set by §256.69 of the Code of Iowa; and

**WHEREAS**, the City of Riverside, Iowa, desires to avail itself for and on behalf of the residents of said city, use of the materials, services and facilities of the Kalona Public Library, and the Board of Trustees of the Kalona Public Library is willing to provide the same in accordance with the terms and conditions contained herein.

**NOW, THEREFORE, IT IS AGREED** by and between the parties that:

1. **APPROPRIATION.** The City of Riverside, Iowa, will provide an appropriation of Twenty Thousand Three Hundred Fifty Six Dollars (\$20,356.00) for Fiscal Year July 1, 2018 through June 30, 2019, to the Board of Trustees of the Kalona Public Library for the use by all residents of the said city of the library materials and facilities within and under the jurisdiction and control of the Board of Trustees of the Kalona Public Library.

2. **PAYMENTS.** The City of Riverside, Iowa, will pay the appropriation in two equal halves, the first being due and payable by the end of the month of December, 2018 and the second by the end of the month of June, 2019.

3. **LIBRARY SERVICES PROVIDED.** The Board of Trustees of the Kalona Public Library agrees to furnish the use of Kalona Public Library materials, services, and facilities to all residents of the City of Riverside, Iowa, on the same terms and conditions as those now provided to the residents of the City of Kalona, Iowa.

The undersigned affirm that the foregoing contract has been approved by the City Council of the City of Riverside, Iowa and the Board of Trustees of the Kalona Public Library, and that they are duly authorized and directed to execute and thereby bind the parties hereto.

**CITY OF RIVERSIDE, IOWA**

**BOARD OF TRUSTEES OF  
THE KALONA PUBLIC LIBRARY**

By: \_\_\_\_\_  
Allen Schneider, Mayor

By:   
Frank Slabaugh, President

**RESOLUTION #020518-04**

**RESOLUTION FOR CONTRACT FOR  
LIBRARY SERVICES FY18-19**

**WHEREAS** the City of Riverside does not have a public library in its community, so the City will contract with the Kalona Public Library for services to all Riverside residents.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Riverside City Council of Riverside, IA agrees to pay the sum of \$20,356.00 for the Fiscal Year 2018-19 to the Kalona Public Library for all the residents of the City of Riverside to use all Library services provided.

**BE IT RESOLVED** this designation shall be effective July 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2019.

**MOVED BY** Council Person \_\_\_\_\_, Seconded by Council Person \_\_\_\_\_ to approve the foregoing resolution.

**PASSED AND APPROVED** this 5<sup>TH</sup> day of February by the City Council of Riverside, IA.

Roll Call: Schneider, Sexton, Redlinger, Weber, Rodgers

Ayes:

Nays:

Absent:

Passed by the City Council of Riverside, Iowa and approved this 5th day of February, 2018.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest: \_\_\_\_\_  
Becky LaRoche, Interim City Clerk



**RESOLUTION #020518-05**

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING FOR  
FY 18-19 ANNUAL CITY BUDGET**

**Whereas**, the City of Riverside City Council sets the a date for public hearing for the Fiscal Year 2018-2019 Annual City Budget for March 6<sup>TH</sup>, 2018 at 6:30 pm at the Riverside City Hall.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve the date of the public hearing.

It was moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, to approve the foregoing resolution.

**ROLL CALL VOTE:** Redlinger, Schneider, Sexton, Weber, Rodgers

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 5th day of February, 2018.

Signed: \_\_\_\_\_

Allen Schneider, Mayor

Attest: \_\_\_\_\_

Becky LaRoche, Interim City Clerk

Steve Mann

### 5.10.c C-3 – AVENUE OF THE SAINTS COMMERCIAL DISTRICT.

1. **Intent.** This district is intended to provide for certain areas of the City for the development of service, retail, and other non-residential uses which because of certain locational requirements (primarily abutting or near the major artery of the Avenue of the Saints) and operational characteristics (use which serve the traveling public) are appropriately located in close proximity to arterial and other main thoroughfares. The district is further characterized by a typical need for larger lot sizes, off-street parking, adequate setbacks, clear vision, safe ingress and egress, and access to other adjacent thoroughfares.

#### 2. **Permitted Uses.**

- A. Commercial amusement places (water parks, golf courses, miniature golf, bowling alleys, recreational vehicle parks and other recreational uses).
- B. Auditoriums, event centers, meeting halls and theaters.
- C. Banks and financial institutions.
- D. Hotels and motels.
- E. Convenience stores.
- F. Shopping centers or malls.
- G. Casino and gaming facilities, when authorized and permitted in accordance with the Iowa Racing and Gaming Commission.
- H. Eating and drinking establishments.
- I. General retail.
- J. Health clubs, spas.
- K. Licensed professionals (lawyers, doctors, accountants, etc.)
- L. Offices and health clinics.
- M. Private clubs, lodges.
- N. Multi-family residential.
- O. Those uses which in the opinion of the Planning and Zoning Commission are of the same general character as those listed above as permitted uses, and which will not be detrimental to the district in which they are located.

3. **Accessory Uses.** Uses of land or structures customarily incidental and subordinate to a permitted use in the C-3 District:

- A. Private garages.
- B. Parking lots.
- C. Temporary buildings for the uses incidental to construction work. Such buildings shall be removed upon the completion or abandonment of the construction work.

4. **Special Exceptions.** Certain uses may be permitted in the C-3 District subject to specific conditions and requirements intended to make them compatible with and acceptable to adjacent uses.

- A. Public or private utility substations, relay stations, etc.

5. **Excluded Uses.** The following uses and structures are specifically excluded from the C-3 District:

- A. Auto body and machinery repair shops.
- B. Junk yards.
- C. Manufacturing facilities
- D. Mini-storage facilities.
- E. Truck stops and terminals that are designed to attract large numbers of tractor trailers and providing overnight parking to such vehicles.
- F. Warehouses.
- G. Adult and sexually oriented uses.
- H. No use will be allowed to store products outside the confines of a building, including raw material, finished product or items on display for retail sale.

6. **Bulk Regulations.** The following requirements shall provide for light and air around permitted uses and building in the C-3 District.