F8a

City of Hiawatha

Community Development Department

Building, Zoning, Code Enforcement & Development

101 Emmons St., Hiawatha Iowa, 52233-1697

Purpose: Final Plat **Date: 03/15/2018**

To: Hiawatha City Council

Name of Plan: Bali Hai Addition

Address: 2111 Robins Road (tentative) **Zone**: C-4

Number of Lots: 2 (19 acres)

Reviewed by: Patrick Parsley, Community Development Director
John Bender, City Engineer

Description: This property is located on the east side of Robins Road and north of the Bali Hai Mobile Home Park and is consistent with the preliminary plat. The applicant is proposing improvements to utilities to make sewer and water available. The final plat is for the development of two lots lot. Rezoning has been completed.

Report: This area includes flood plain areas. The developer is proposing to maintain the flood way with unchanged elevations however there will be a sanitary sewer installed in the flood zone. The City and the developer are completing the sanitary sewer which will include a future public sewer for adjacent property and for these two lots.

A development agreement has been submitted for the completion of the improvements along with a plan of improvements, blue bounds and a petition of waiver for the improvement to Robins Road and the sidewalk in front of these two lots.

Engineering has reviewed the final plat, the plan of improvements and the development agreement noting the following.

- Paragraph two of the Developers agreement describes the City responsibility for the new public sanitary sewer.
- The Petition to waive the improvements to Robins Road is appropriate at this time. When Robins Road is improved the owner will be assessed for the work which will include the sidewalk.

The developer has submitted a SWPPP and NPDES for being permitted to do excavating or filling on this lot. No occupancy will be permitted prior to the acceptance of the improvements.

Recommendation: Community Development, Engineering and the Planning and Zoning Commission support approval of the Final Plat and the following actions:

1. Approve the final plat and developer's agreement
2. Approve the plan of improvements giving authorization to proceed.
3. Approve the petition to waive improvements to Robins Road and the sidewalk at this time.

DEVELOPMENT AGREEMENT

In this memorandum of agreement, the City of Hiawatha, Linn County, Iowa will be known as the "CITY"; and Brown, Inc, an Iowa Corporation, will be known as the "DEVELOPER".

WHEREAS, Chapter 165 of the Hiawatha Unified Development Code of the City of Hiawatha, Linn County, Iowa requires the DEVELOPER of new subdivisions located within the CITY to construct, or give satisfactory assurance to the CITY that it will construct certain improvements; and,

WHEREAS, the DEVELOPER, above described, is now in the process of subdividing the premises legally described as follows to wit:

See Attachment A

subdivision shall be known as Bali Hai First Addition in the City of Hiawatha, Linn County, Iowa.

The DEVELOPER proposes to record a final plat situated on a portion of the Real Estate to be known as Bali Hai First Addition in the City of Hiawatha, Linn County, Iowa, and has prepared a proposed final plat of such addition (the "Plat"). Said Addition consists of Lot 1, Lot 2, and Lot A, all-inclusive.

1. The public improvements that lie within or provide service to the area included in the proposed final plat of Bali Hai First Addition in the City of Hiawatha, Linn County, Iowa have not yet been completed to date, and in order to receive the CITY's approval of the proposed plat the DEVELOPER by this Agreement is willing to obligate Lot 1 and Lot 2, Bali Hai First Addition in the City of Hiawatha, Linn County, Iowa, for the construction and costs of said improvements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the DEVELOPER has provided assurance that all improvements will be constructed and will perform to CITY Standards as required by Chapter 165 of the Hiawatha Unified Development Code. That the DEVELOPER shall complete, and the CITY shall accept, all the items applicable to said subdivision set forth in the plan of improvements, not later than the earlier of a) one (1) year from the date of passage of the City Council Resolution approving the Development Agreement unless specifically extended by the Council; or b) occupancy of a newly constructed principal structure built upon a lot in the subdivision. Upon completion of the Improvements, the City Council shall cause to be filed a release instrument. Such release instrument will indicate that the Improvements have been accepted by the City Council and will release the DEVELOPER and the Real Estate from all obligations due under this Agreement and will specifically discharge and release the DEVELOPER and the Real Estate from any lien. If necessary, the City Council shall also cause to

be executed and/or filed any additional instrument(s) reasonably required by the DEVELOPER to further demonstrate that the Improvements have been satisfactorily completed.

2. That the CITY shall share in the actual construction costs for the installation of the public sanitary sewer. This improvement is necessary to provide sanitary sewer service for lands west of Robins Road. The cost share shall be as follows:
   a. Forty Thousand Dollars and NO/100 ($40,000.00) shall be paid to the DEVELOPER by the CITY.
   b. In addition, as much as Four Thousand Dollars and NO/100 ($4,000.00) the "CONTINGENCY" shall be paid to the DEVELOPER by the CITY.The CONTINGENCY is provided to allow for the equal cost share between the CITY and DEVELOPER should actual costs exceed estimates. The DEVELOPER shall provide reasonable proof of the claim acceptable to the City Engineer.

   All payments to the DEVELOPER by the CITY shall be made within thirty days of acceptance of the improvement.

3. That the City acknowledges that the DEVELOPER has paid the final plat filing fee in the amount of $300.00.

4. That the DEVELOPER has secured a NPDES General Permit No. 2 from the Department of Natural Resources and developed a pollution prevention plan and agrees to maintain and control the premises so as to prevent erosion. The DEVELOPER further assumes responsibility for any costs associated with erosion and/or siltation of this development as outlined in Section 167 of the Code of Ordinances as a result of development of this subdivision.

5. That all public improvements shall be constructed to CITY standards and shall be inspected by the City Engineer. The DEVELOPER and any contractor or other agent employed by the DEVELOPER shall provide maintenance surety required by Chapter 165 of the Hiawatha Unified Development Code prior to acceptance of the completed Improvements by the City.

6. DEVELOPER and any contractor or agent employed by the DEVELOPER shall provide insurance as reasonably required by the City Council when working within the public rights-of-way.

7. That all improvements and construction on property dedicated to the CITY shall become property of the CITY upon acceptance by the CITY (except private service connections to sewer and water lines). Such acceptance by the CITY of an improvement shall constitute a release of the obligations hereunder with respect to said improvement, except, as to being a surety under the maintenance bond.

8. If the DEVELOPER fails to complete the Improvements within the time period as provided in the Agreement, the CITY may cause the Improvements to be constructed in all respects as it shall reasonably deem appropriate. DEVELOPER shall remain responsible for their share of the cost as agreed in paragraph two(2) above and incurred by the CITY in completing the

Improvements. In order to assure payment of such costs, if the DEVELOPER has not completed the Improvements within the time period above provided, the CITY and DEVELOPER further agree to the following assessment agreement as provided for in Chapter 165.67.12 of the Hiawatha Unified Development Code.

a. In consideration of the construction of the Improvements by the CITY, the undersigned DEVELOPER hereby waives Notice of such construction, waives all legal formalities required by the laws of Iowa to be observed by cities in the construction of Improvements where the expense of the Improvements is to be assessed, and waives each and every question of jurisdiction. The intention of the DEVELOPER is to authorize and direct the CITY to construct the Improvements without any of the formalities or legal proceedings required of cities in constructing like improvements. The express intention of the DEVELOPER is that the Improvements shall be constructed as aforesaid as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

b. It is further agreed that the CITY by and through its Council may make assessments against the properties described herein as Lot 1 and Lot 2, all-inclusive, Bali Hai First Addition in the City of Hiawatha, Linn County, Iowa, for the DEVELOPERS portion of the cost share as agreed in paragraph two(2) above for the construction of the Improvements, as deemed necessary by the City Council. Such cost shall be allocated to each lot according to the benefit received by that lot.

c. It is also agreed that said assessment so made shall be a lien upon the Real Estate, and the undersigned DEVELOPER hereby agrees to pay the amount is thus assessed against the Real Estate, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The DEVELOPER hereby expressly waived every objection to said assessment. The DEVELOPER hereby authorizes the Council of the City of Hiawatha, Iowa, to pass any Resolution requisite or necessary to order and secure the Improvements, to provide for the construction of the same and to make assessment herein provide for, without further notice to DEVELOPER or owner of any of the said lots.

d. Notwithstanding anything on this Agreement to the contrary, any assessment made under this Agreement shall not be a lien against any property described herein unless and until the CITY records with the Linn County Recorder a "Notice of Assessment Lien" which Notice shall describe the property against which the lien attaches and the amount of the lien.

e. Portions of the land include in said Lot 1 and Lot 2, all-inclusive shall not be released from the requirements of this Agreement prior to

the completion of all required improvements associated with the lot or lots as determined by the City Council.

9. That the DEVELOPER agrees to assume all expenses for any damage to public utilities, public improvements or other property and assumes all risk of loss to the improvements contemplated by this agreement until final acceptance by the CITY.

10. That the DEVELOPER agrees that building permits for any structure will not be allowed without an emergency access plan submitted and approved by the Hiawatha Fire Department.

11. That the DEVELOPER agrees that occupancy of any structure will not be allowed until all the improvements outlined in paragraph 8 above have been approved and accepted by the City of Hiawatha and the required Certificate of Final Occupancy is issued.

12. That the DEVELOPER acknowledges that the home owners shall be responsible for reimbursement to the Hiawatha Water Department for water used within individual homes.

13. That the DEVELOPER acknowledges that the CITY will install no-parking restrictions on one side of each street that contains the water main and fire hydrants.

14. That the DEVELOPER agrees to hold the CITY harmless and to indemnify the CITY against all claims made by any person as a result of personal injury or property damage occurring during the construction of improvements contemplated by this agreement.

15. That this agreement shall be binding upon the parties hereto and their heirs, successors and assigns, and the sale by the DEVELOPER of all or any part of the premises in said subdivision shall transfer obligations of the DEVELOPER to the successor in interest.

16. That this memorandum of agreement shall be recorded by the DEVELOPER at the same time as recording the plat, and the CITY agrees that the City Engineer may, by written letter, satisfy any portion of this agreement as having been satisfactorily completed by the DEVELOPER other than final acceptance of the improvements

17. Should any ambiguities arise in the construction of this agreement, it is agreed that it shall be construed to favor public over private interests.

Signed this ____ day of _____, 2018

City Of Hiawatha:

_____

Bill Bennett, Mayor

ATTEST:

_____

Kelly Kornegor, City Clerk

Brown, Inc

Charlotte Ann Brown

Charlotte Ann Brown, President

3A-1

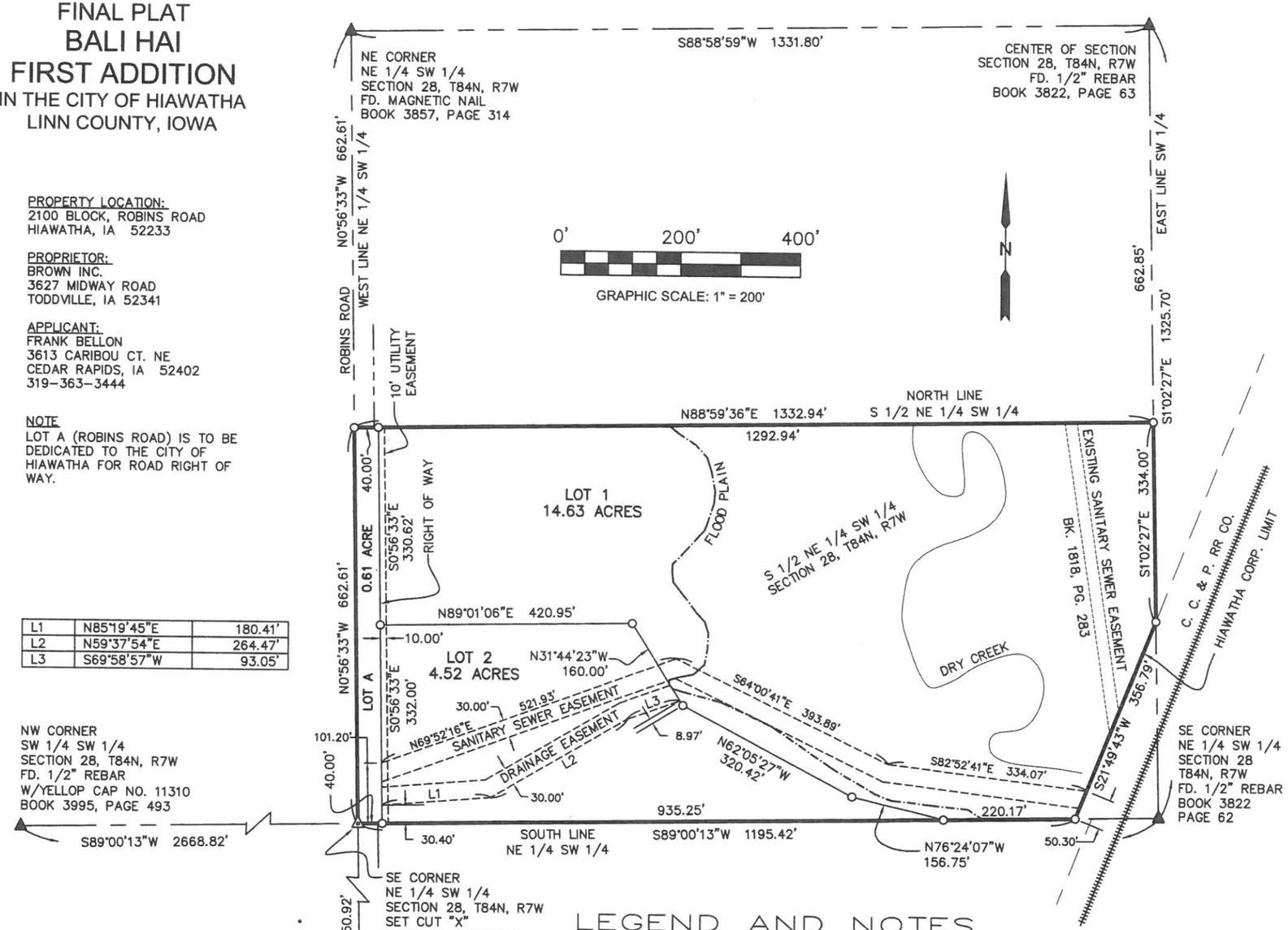
FINAL PLAT
BALI HAI
FIRST ADDITION
IN THE CITY OF HIAWATHA
LINN COUNTY, IOWA

PROPERTY LOCATION:
2100 BLOCK, ROBINS ROAD
HIAWATHA, IA 52233

PROPRIETOR:
BROWN INC.
3627 MIDWAY ROAD
TODDVILLE, IA 52341

APPLICANT:
FRANK BELLON
3613 CARIBOU CT. NE
CEDAR RAPIDS, IA 52402
319-363-3444

NOTE
LOT A (ROBINS ROAD) IS TO BE DEDICATED TO THE CITY OF HIAWATHA FOR ROAD RIGHT OF WAY.



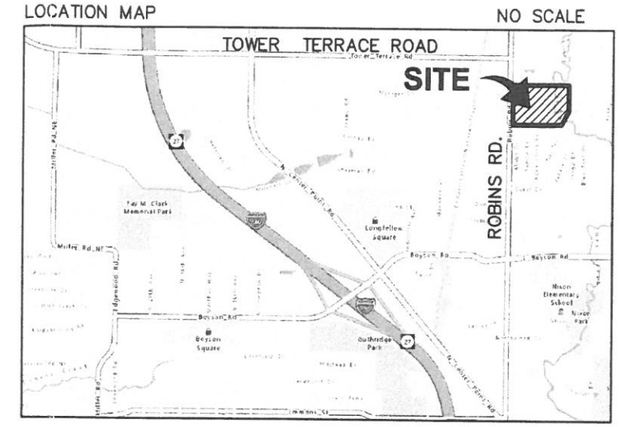
L1	N85°19'45"E	180.41'
L2	N59°37'54"E	264.47'
L3	S69°58'57"W	93.05'

LEGEND AND NOTES

- CONGRESSIONAL SECTION CORNER, FOUND
- PROPERTY CORNERS SET (1/2" rebar w/ red plastic cap embossed with "SCOTT 13842")
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- LOT LINES, PLATTED OR BY DEED
- (R) RECORDED DIMENSIONS
- (M) MEASURED DIMENSIONS
- SCM STANDARD CONCRETE MONUMENT

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
BASIS OF BEARING IS GPS GRID NORTH

LOCATION MAP NO SCALE



FLOOD ZONE:

FLOODPLAIN LIMITS ARE APPROXIMATED BY GRAPHIC PLOTTING FROM FLOOD INSURANCE RATE MAP, COMMUNITY NO. 190441, PANEL NO. 19113C0291D, WHICH BEARS AN EFFICTIVE DATE OF APRIL 5, 2010.

LEGAL DESCRIPTION:
Part of the South Half of the Northeast Quarter of the Southwest Quarter of Section 28, Township 84 North, Range 7 West of the Fifth Principal Meridian, City of Hiawatha, Linn County, Iowa, desribed as follows:

Beginning at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of Section 28, Township 84 North, Range 7 West of the Fifth Principal Meridian; thence N0°56'33"W along the west line of said Northeast Quarter of the Southwest Quarter, 662.61 feet; thence N88°59'36"E along the north line of the South Half of said Northeast Quarter of the Southwest Quarter, 1332.94 feet to the east line of said Southwest Quarter; thence S1°02'27"E along said east line, 334.00 feet to the northwesterly right of way of the C. C. & P. Railroad; thence S21°49'43"W along said northwesterly right of way, 356.79 feet to the south line of said Northeast Quarter of the Southwest Quarter; thence S89°00'13"W along said south line, 1195.42 feet to the point of beginning.

Said parcel contains 19.76 acres, subject to easements and restrictions of record.

SCOTT SURVEY INC

Stephen M. Scott, P.E. & L.S.
Civil Engineer & Land Surveyor

319-540-5263 www.scottsurvey.com
email@scottsurvey.com
P.O. Box 315, Center Point, IA 52213-0315

LICENSED LAND SURVEYOR STEPHEN M. SCOTT 13842 IOWA

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.

REVIEW

STEPHEN M. SCOTT, L.S. Iowa Lic. No. 13842

My license renewal date is December 31, 2018

Pages or sheets covered by this seal:
THIS PAGE ONLY

revised 1/12/17
PROJECT NO. 1761802

RESOLUTION NO. 18-001
Planning & Zoning Commission

RESOLUTION APPROVING THE FINAL PLAT
FOR BALI HAI 1ST ADDITION
HIAWATHA, IOWA

WHEREAS, A FINAL PLAT FOR BALI HAI 1ST ADDITION TO HIAWATHA, IOWA, HAS BEEN FILED WITH THE CITY CLERK AND AFTER CONSIDERATION OF THE SAME IS FOUND TO BE CORRECT AND IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, AND THE ORDINANCES OF THE CITY OF HIAWATHA, IOWA, IN RELATION TO PLATS AND ADDITIONS TO CITIES, NOW THEREFORE,

BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HIAWATHA, IOWA, THAT SAID FINAL PLAT AND DEDICATIONS OF SAID BALI HAI 1ST ADDITION TO HIAWATHA, LINN COUNTY, IOWA, IS HEREBY ACKNOWLEDGED AND APPROVED ON THE PART OF THE PLANNING AND ZONING COMMISSION OF HIAWATHA, IOWA, AND THAT THE CHAIRMAN AND SECRETARY OF THE HIAWATHA PLANNING AND ZONING COMISSION ARE HEREBY DIRECTED TO CERTIFY THIS RESOLUTION OF APPROVAL AND AFFIX THE SAME TO SAID PLAT AS BY LAW PROVIDED, AND RECOMMEND THAT THE HIAWATHA CITY COUNCIL APPROVE SAME.

PASSED THIS 22nd DAY OF JANUARY, 2018.

Mark Powers

Mark Powers, Chair

ATTEST: Kelly Kornegor

Kelly Kornegor, City Clerk

STATE OF IOWA)
)SS
LINN COUNTY)

We, Mark Powers, Chair; and Jennifer Goerg, Community Development Clerk, do hereby certify that the above and foregoing resolution is a true and correct copy of the resolution passed by the Planning and Zoning Commission of the City of Hiawatha, Iowa, on this 22nd day of January, 2018.

Mark Powers

Mark Powers, Chair

Kelly Kornegor

Kelly Kornegor, City Clerk

DRAFT

RESOLUTION NO. 18-
City Council

RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT BALI HAI FIRST ADDITION, HIAWATHA, IOWA

WHEREAS, a Final Plat of Bali Hai First Addition to the City of Hiawatha, Linn County, Iowa, containing two (2) lots, numbered Lot 1 and Lot 2, has been received and reviewed by the City Engineer, Hiawatha Water Superintendent and Planning and Zoning Commission and found to be in conformance with regulations of the City of Hiawatha, and

WHEREAS, the property owner has submitted the following executed agreement, and it is included as part of the final plat documents:

1. Development Agreement

WHEREAS, the City Engineer recommends City Council approval of the Development Agreement as submitted, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIAWATHA, IOWA, to approve the final plat of Bali Hai First Addition to the City of Hiawatha, Linn County, Iowa, containing two (2) lots and further approve the Development Agreement and direct the Mayor and City Clerk to execute the agreement.

AYES:
NAYS:
ABSENT

PASSED AND APPROVED this 21st day of March, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk

STATE OF IOWA, COUNTY OF LINN

I, Kelly Kornegor, City Clerk of the City of Hiawatha, Iowa do certify that the above and foregoing Resolution is a true and correct copy of the Resolution as passed by the City Council of the City of Hiawatha, Iowa on the 21st day of March, 2018.

_____
Kelly Kornegor, City Clerk