F4

City of Hiawatha
Community Development Department

Purpose: Final Plat Approval **Date: 08/29/2017**

To: Hiawatha City Council

Name of Plan: Rolling Prairie Estates 3rd Addition

Address: Valley Court and Savannah Drive **Zone**: R-1

Number of Lots: 13 lots

Reviewed by: Patrick Parsley, Community Development Director

Description: This is part of the Rolling Prairie Estates preliminary plat. The lot lines have been adjusted but no major changes are proposed differing from the preliminary plat. The lot sizes comply with the UDC. There is no request for a zoning change.

Report: This final plat matches closely to the most recent preliminary plat. The plan of improvements has been received and the improvements are nearly completed. Final blue bound documents and utility sign-offs have been submitted and reviewed. The developer's agreement is to be a part of the final plat and has been reviewed by engineering.

An "at risk" permit has been initiated in this development. The permit has not been issued as plans have not been resubmitted for approval. No occupancy will be allowed until the plat improvements and the developer's agreement have been accepted by Council.

Recommendation: Community Development and the Planning and Zoning Commission recommend approval of this final plat contingent upon Council approval of the developer's agreement.

C-1

City of Hiawatha

Engineering Department

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Planning and Zoning Commission** **Date:** **August 17, 2017**

From: **John C. Bender PE, City Engineer**

Re: **Rolling Prairie 3rd Addition**

Description: **Approval of Final Plat**

Report:

This is a 13 lot plat being developed as a street and a cul-de-sac south of Hunt Road.

Engineering has reviewed the final plat and has one issue with the easement width. No other issues. The plan of improvements has been approved by the City Council in May of 2017. The improvements have not been totally installed as of this date, but the plat can be approved with the acceptance by the Council with the approval of a developer's agreement.

Engineering recommends approval.

If you have any questions please let me know.

C3

Hiawatha!™

Final Plat of Rolling Prairie Estates 3rd Addition.

Date: 8/11/2017

The Hiawatha Water Department has reviewed the Final Plat for Rolling Prairie Estates 3rd Addition submitted by Alltrans, Inc.

The Water utility is installed per plan set and by Hiawatha Rules and Regulations. All pertinent tests have been performed and passed.

The Water Department Approves of this final Plat.

Marty Recker

Water Superintendent

Hiawatha Water Department

WATER DEPARTMENT • P.O. BOX 485 • HIAWATHA, IA 52233-0485 • PHONE (319) 393-5556 • FAX (319) 393-1516

RESOLUTION NO. 17-022
Planning & Zoning Commission

RESOLUTION APPROVING THE FINAL PLAT FOR ROLLING PRAIRE ESTATES 3RD ADDITION HIAWATHA, IOWA

WHEREAS, A FINAL PLAT FOR ROLLING PRAIRIE ESTATE 3RD 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 ROLLING PRAIRIE ESTATE 3RD 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 28th DAY OF AUGUST, 2017.

_____
Mark Powers, Chair

ATTEST:_____
Jennifer Goerg, Community Development 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 28th day of August, 2017.

_____
Mark Powers, Chair

_____
Jennifer Goerg, Community Development Clerk

DEVELOPMENT AGREEMENT

In this memorandum of agreement, the City of Hiawatha, Linn County, Iowa will be known as the "CITY"; and J. Murphy Homes, L.L.C., 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

which subdivision shall be known as Rolling Prairie Estates Third Addition to Hiawatha, Linn County, Iowa.

1. The DEVELOPER proposes to record a final plat situated on a portion of the Real Estate to be known as Rolling Prairie Second Addition to the City of Hiawatha, Linn County, Iowa, and has prepared a proposed final plat of such addition (the "Plat"). Said Addition consists of Lots 1 through 13, all-inclusive.

2. The public improvements that lie within or provide service to the area included in the proposed final plat of Rolling Prairie Third Addition to 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 Lots 1 through 13 Rolling Prairie Third Addition to 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 with the following exception:

a. Construction of 5 foot wide sidewalk shall be as described in paragraph 2 below.

2. That the DEVELOPER will either construct, or cause to be constructed, within said subdivision all sidewalk required by Chapter 165 and 136 of the Code of Ordinances as follows:

   a. That said sidewalk shall be constructed to meet City Engineer's specifications adjacent to each lot in the subdivision as part of the construction of a principal structure on each lot.

   b. Notwithstanding the above, the DEVELOPER agrees to construct sidewalk adjacent to any lot which has not had sidewalk constructed for which the City Council passes a resolution of necessity within a period of time established within said resolution of necessity.

3. That the City acknowledges that the DEVELOPER has paid the final plat filing fee in the amount of $150.00.

4. That street lighting (2-LED 45 watt Poles and Lamps provided by REC) shall be installed at the DEVELOPER'S expense in accordance with City Council Resolution 12-138. Or, the DEVELOPER has provided an acceptable verification of payment to the appropriate utility company for said street lighting installation.

5. 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.

6. That the DEVELOPER agrees Outlot "A", Rolling Prairie 2nd Addition is designated as a storm water detention facility for this addition and will be operated and maintained as such according to Section 162 of the Code of Ordnances.

7. 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.

8. 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.

9. 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.

10. 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 all cost 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 Lots 1 through 13 all-inclusive, Rolling Prairie Third Addition to the City of Hiawatha, Linn County, Iowa, for the cost of the construction of the Improvements, to the extent of the entire actual cost 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 Lots 1 through 13 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.

11. 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.

12. That the DEVELOPER agrees that occupancy of any structure will not be allowed until all required Certificates of Occupancy are issued.

13. That the DEVELOPER acknowledges that the home owners shall be responsible for reimbursement to the Hiawatha Water Department for water used within individual homes. Failure by the home owners for proper and timely payment may result in water service being suspended for all units.

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

15. 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.

16. 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.

17. 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

18. 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 _____,

CITY OF HIAWATHA:

_____
William Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk

J. Murphy Homes, LLC

_____
Jay Murphy, Owner

C4

Final Plat

Rolling Prairie Estates Third Addition to Hiawatha, Linn County, Iowa

Prepared by Thomas M. Novick, PLS
ALLTRANS, INC
1930 St Andrews Ct NE Cedar Rapids, Iowa 52402
Phone: (319) 330-8197

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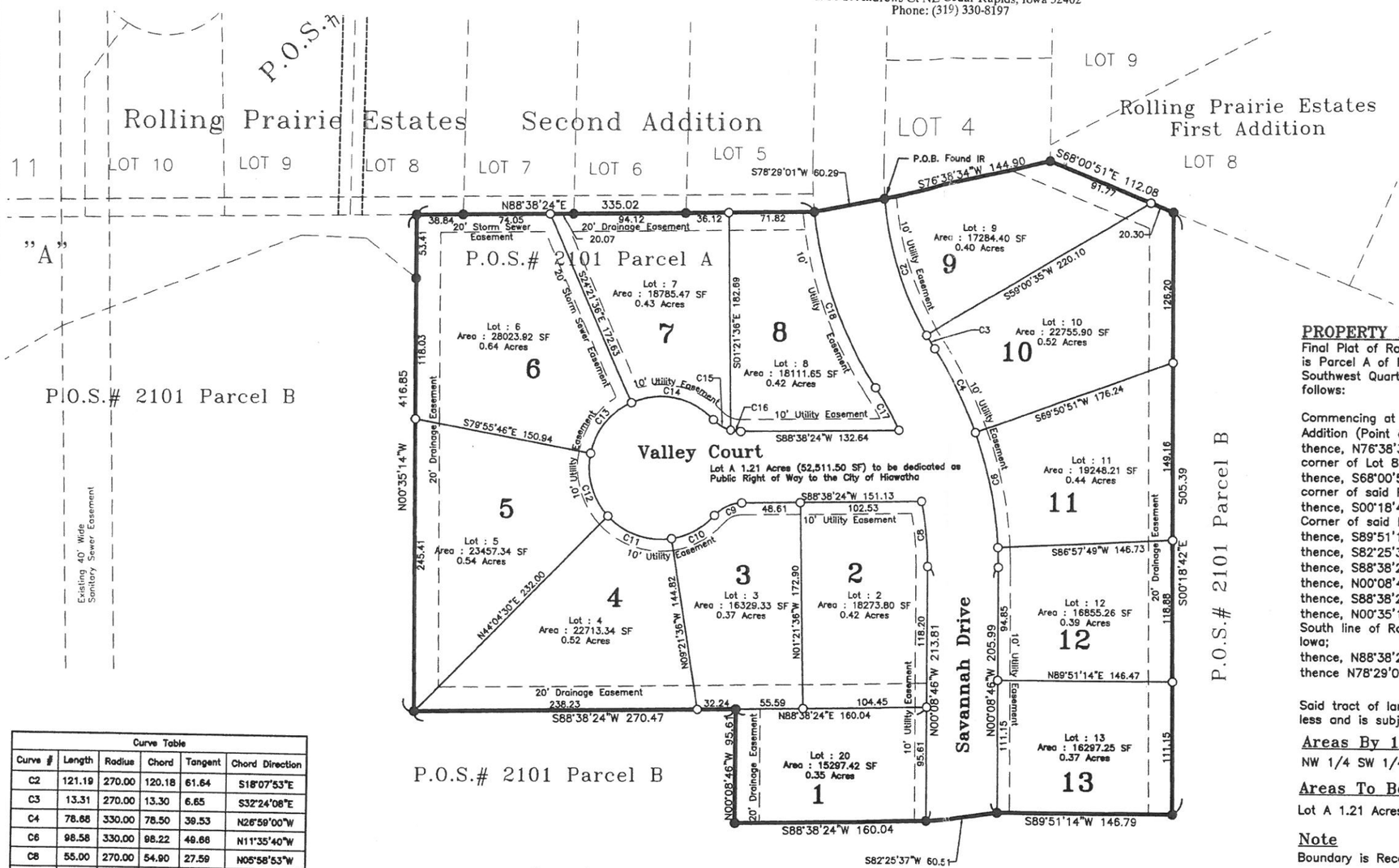
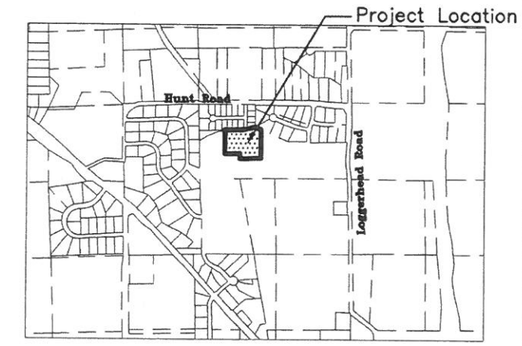
Scale : 1"=100'





PROPERTY DESCRIPTION

Final Plat of Rolling Prairie Estates Third Addition to Hiawatha, Linn County, Iowa is Parcel A of Plat of Survey No. 2101, located in the Northwest Quarter of the Southwest Quarter of Section 19, Township 84 North, Range 7 West, described as follows:

Commencing at the Southwest Corner of Lot 4 Rolling Prairie Estates Second Addition (Point of Beginning):
thence, N76°38'34"E along the south line of said Lot 4, 144.90 feet to the SW corner of Lot 8 Rolling Prairie Estates First Addition to Linn County Iowa;
thence, S68°00'51"E along the South line of said Lot 8, 112.08 feet to the NE corner of said Parcel A POS No. 2101;
thence, S00°18'42"E along the east line of said Parcel A, 505.39 feet to the SE Corner of said Parcel A Plat of Survey 2101;
thence, S89°51'14"W along the south line of said Parcel A, 146.79 feet;
thence, S82°25'37"W along said South line of Parcel A, 60.51 feet;
thence, S88°38'24"W along said South line of Parcel A, 160.04 feet;
thence, N00°08'46"W 95.61 feet;
thence, S88°38'24"W 270.47 feet;
thence, N00°35'14"W along the West line of Said Parcel A, 416.85 feet to the South line of Rolling Prairie Estates Second Addition to Hiawatha, Linn County. Iowa;
thence, N88°38'24"E along said South line of Rolling Estates First, 335.02 feet;
thence N78°29'01"E 60.29 feet to the Point of Beginning

Said tract of land contains 7.02 acres (305950.31 sq. ft.) more or less and is subject to easements and restrictions of record.

Areas By 1/4-1/4 Section

NW 1/4 SW 1/4= 7.02 acres (305950 sq. ft.)

Areas To Be Dedicated

Lot A 1.21 Acres (52,511.5 SF) to be dedicated as Public Right of Way

Note

Boundary is Recorded and Measured Bearings and Distances.

Curve Table					
Curve #	Length	Radius	Chord	Tangent	Chord Direction
C2	121.19	270.00	120.18	61.64	S18°07'53"E
C3	13.31	270.00	13.30	6.65	S32°24'08"E
C4	78.68	330.00	78.50	39.53	N26°59'00"W
C6	98.58	330.00	98.22	49.68	N11°35'40"W
C8	55.00	270.00	54.90	27.59	N05°58'53"W
C9	25.92	31.00	25.17	13.77	S64°41'10"W
C10	41.99	60.00	41.14	21.90	N60°46'51"E
C11	58.51	60.00	56.22	31.82	S71°14'08"E
C12	56.59	60.00	54.52	30.60	S16°16'45"E
C13	56.93	60.00	54.82	30.81	S37°55'31"W
C14	74.81	60.00	70.06	43.15	N79°10'19"W
C15	17.18	31.00	16.96	8.82	S59°19'53"E
C16	8.74	31.00	8.71	4.40	S83°17'06"E
C17	40.73	270.00	40.69	20.40	N29°29'32"W
C18	157.83	330.00	156.33	80.45	S20°06'45"E

Legend

Boundary Line	
Utility Easement	
Section Line	
Building Setback Line	
Found Monument	●
Set ½"x30" Pipe w/Orange Cap #17774	○
Measured	(M)
Recorded	(R)
Point of Beginning	P.O.B.

Survey Work Done: April 2017
Measurements are in decimal feet.

Index Legend

Surveyors Name: Tom M. Novick
Company Name: ALLTRANS, INC.
Location of Survey: SW ¼ 19-84-7, Hiawatha, Linn County, Iowa
Developer Name: JAY Murphy Homes
Requested By: JAY Murphy Homes
5250 North Park Place NE Suite 114
Cedar Rapids, IA 52402
(319) 270-4174
jaymurphy@jaymurphyhomes.com

Return To:
ALLTRANS, INC
1930 St Andrews Ct NE
Cedar Rapids, IA 52402

LICENSED LAND SURVEYOR THOMAS M. NOVICK 17774 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.

SIGNED: DATE: 8/22/17
THOMAS M. NOVICK IOWA REG. NO.17774
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017
PAGES OR SHEETS COVERED BY THIS SEAL: 1 of 1

Final Plat

Rolling Prairie Estates Third Addition
Project Number: MH1619

Drawn By: JJP Approved By: TMN
Date: 07/13/17 Scale: 1:100
Field Book #: N/A

Client: Jay Murphy Homes
c/o Jay Murphy
5250 North Park Place, Ste 114
Cedar Rapids, IA 52402

ALLTRANS, INC.
1930 St Andrews Ct NE
Cedar Rapids, Iowa 52402
Phone: (319) 393-8726

Sheet No. 1 Of 1

DRAFT

RESOLUTION NO. 17-
City Council

RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT ROLLING PRAIRIE ESTATES THIRD ADDITION, HIAWATHA, IOWA

WHEREAS, a Final Plat of Rolling Prairie Estates Third Addition to the City of Hiawatha, Linn County, Iowa, containing thirteen (13) lots, numbered one (1) through thirteen (13), 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 Rolling Prairie Estates Third Addition to the City of Hiawatha, Linn County, Iowa, containing thirteen (13) 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 20th day of September, 2017.

_____
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 20th day of September, 2017.

_____
Kelly Kornegor, City Clerk