

ITEM #: 31
DATE: 03-23-21

COUNCIL ACTION FORM

SUBJECT: ANNEXATION OF “PARCEL E” AT 4514 HYDE AVENUE

BACKGROUND:

The City has received an annexation petition from Justin Dodge, representing a 6.99-acre parcel (Parcel E) located at 4514 Hyde Avenue and owned by Hunziker Development Group LLC. The property is in Story County on the east side of Hyde Avenue. “Parcel E” is immediately north of Bloomington Court, a subdivision located inside the corporate limits of Ames (*See Attachment A.*)

The annexation area includes land used for rural residential purposes, developed with one single-family home. This is a 100% voluntary annexation (*See Attachment A – Location Map & Attachment B – Annexation Plat.* City Council initiated the annexation at its January 12, 2021 meeting and referred the voluntary annexation petition to the Planning and Zoning Commission.

The subject property lies within the ‘Allowable North Growth Area’ of the Land Use Policy Plan. It is also designated ‘Urban Residential’ in the Ames Urban Fringe Plan. These designations allow for the annexation and development of the land. An excerpt from the Urban Fringe Plan is found in *Attachment C.*

‘Parcel E’ lies more than two miles from any other city (2.1 miles from Gilbert). Therefore, no review or action by the City Development Board is needed if the City approves annexation.

The existing “Parcel E” is presently served by Xenia Rural Water. There is no obligation that the property owner disconnects from Xenia for the existing house and may remain a customer indefinitely. However, if the property owner wishes to connect to City water, they can do so under the terms that are in place with Xenia at the time they wish to connect. The property is also on a private septic system. This may continue, although if the system fails the property owner is obligated to connect to the City sanitary sewer system if the house lies within 200 feet of a city sanitary sewer main. Currently, sewer connection points are more than 200 feet from the house.

Although the property is currently served by Xenia, City policy is to only allow for additional development if a property is served by City water. If “Parcel E” is further subdivided, any new parcels/lots would be required to connect to City water services. An agreement with the property owner and Xenia would be necessary for this to occur. **The Covenant and Agreement Pertaining to Water Service has been provided to the applicant and it will be signed and returned prior to the meeting on Tuesday.** (*See Attachment D.*)

Outreach – As part of the state-mandated process for annexations, City staff invited the Franklin Township Trustees and the Story County Board of Supervisors for a Consultation Meeting on January 22, 2021.

Planning and Zoning Commission – The Planning and Zoning Commission reviewed the request on January 20, 2021. The Commission discussed the north growth and the site’s location abutting the City. The Commission voted 6-0 to recommend that the City Council approve the request to annex “Parcel E” (6.99 acres) located at 4514 Hyde Avenue, subject to the following:

- Require a development agreement for future Xenia Water buyout, prior to approval of the annexation.

Resolution of the Board of Supervisors – On March 2, 2021, the Story County Board of Supervisors passed Resolution No. 19-128 supporting the voluntary annexation of the 6.47-net acre property located at 4514 Hyde Avenue.

ALTERNATIVES:

1. The City Council can approve:
 - A. The annexation of approximately 6.99 gross acres located at 4514 Hyde Avenue in Franklin Township in Story County, as shown on the Annexation Plat (Attachment B)
 - B. The Covenant and Agreement Pertaining to Water Service.
2. The City Council can decide not to approve the requested annexation or covenant and agreement pertaining to water service.
3. The City Council can decide to defer this item and request additional information from city staff or the applicant.

CITY MANAGER’S RECOMMENDATION:

This voluntary annexation request involves a single parcel of land (Parcel E) with consent by the property owner. There are no non-consenting owners. The property is located more than two miles from Gilbert which does not require approval of the annexation by the State of Iowa City Development Board.

The subject property is located within the ‘Allowable North Growth Area’ and is designated as ‘Urban Residential’ in the Ames Urban Fringe Plan. These designations allow for annexation and development of the land. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.**

Addendum

Land Use Policy Plan (LUPP) and Zoning: The LUPP identifies the subject property as part of the “North Allowable Growth Area.” The Ames Urban Fringe Plan Map identifies this property as “Urban Residential.” (*See Attachment C.*)

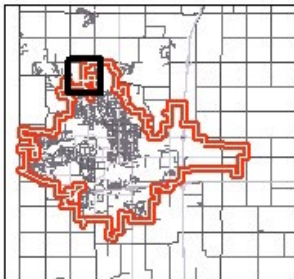
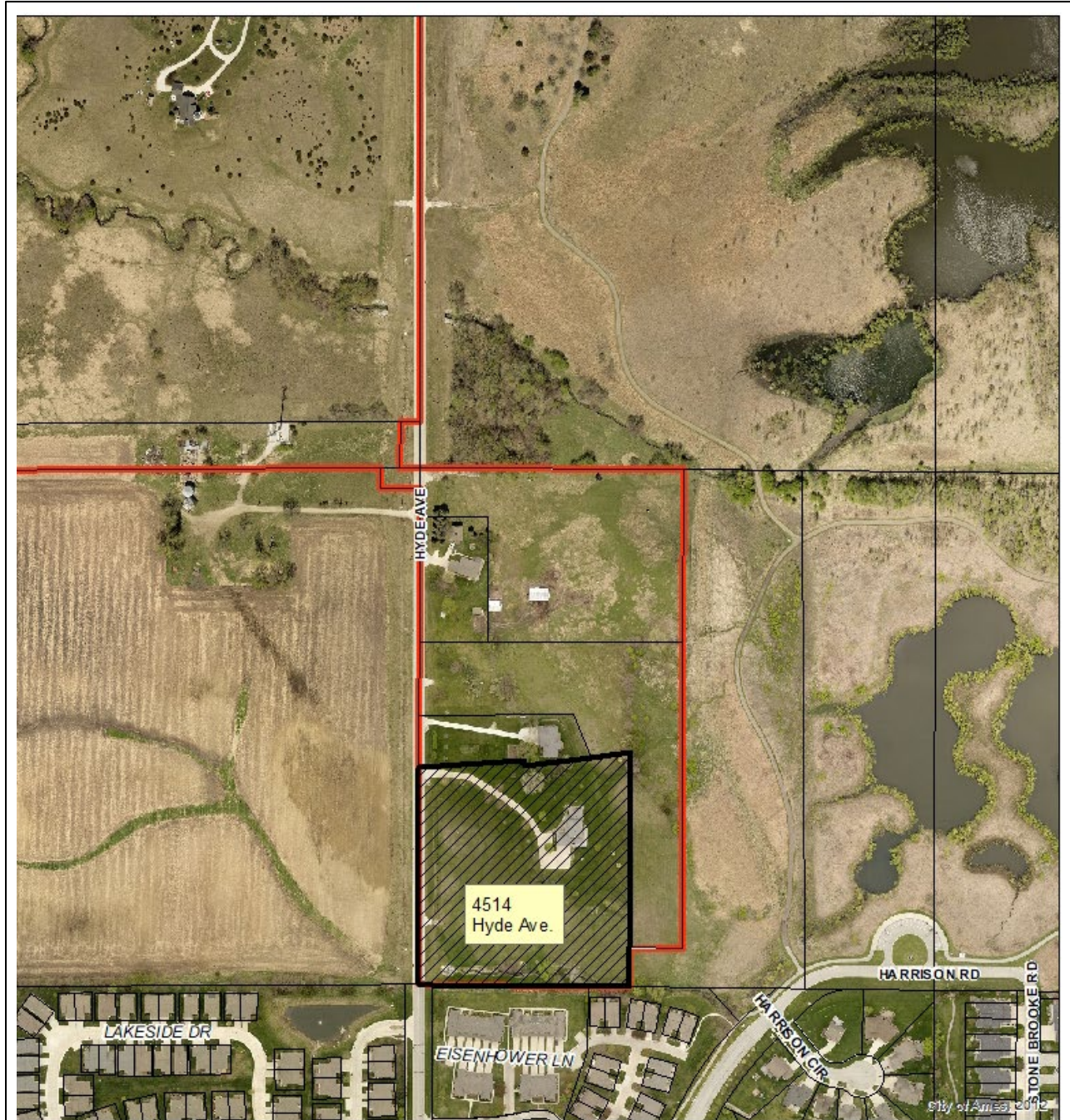
If annexed into the City, the Land Use Policy Plan (LUPP) will automatically designate the property as within the Village/Suburban Residential land use designation. This would allow for a rezoning request to one of the floating zones. The "floating" zone concept provides flexibility in determining the style and layout of residential development in newly annexed areas of the city. However, upon annexation, the land would be automatically zoned as “A” (Agricultural) until such time that rezoning is approved by the City Council.

Infrastructure: City water main has been constructed in the street right-of-way for Hyde Avenue adjacent to the proposed annexation to serve any existing and/or future houses. Sanitary sewer main exists in Ada Hayden Park to the east of the subject property, and extension would be necessary to serve any houses on the parcel proposed for annexation. This property’s use of these utilities will require payment of connection feeds.

Any new parcels/lots that are created through further subdividing of ‘Parcel E’ would be served by the City of Ames public water mains, and not Xenia Rural Water.

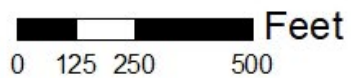
Electric service is currently provided to the area by Ames Municipal Electric. As the land is annexed, electric service will continue to be provided by Ames Municipal Electric for any new development of the annexed properties.

Attachment A – Location Map



Location Map

4514 Hyde Avenue Annexation



Attachment B – Annexation Plat

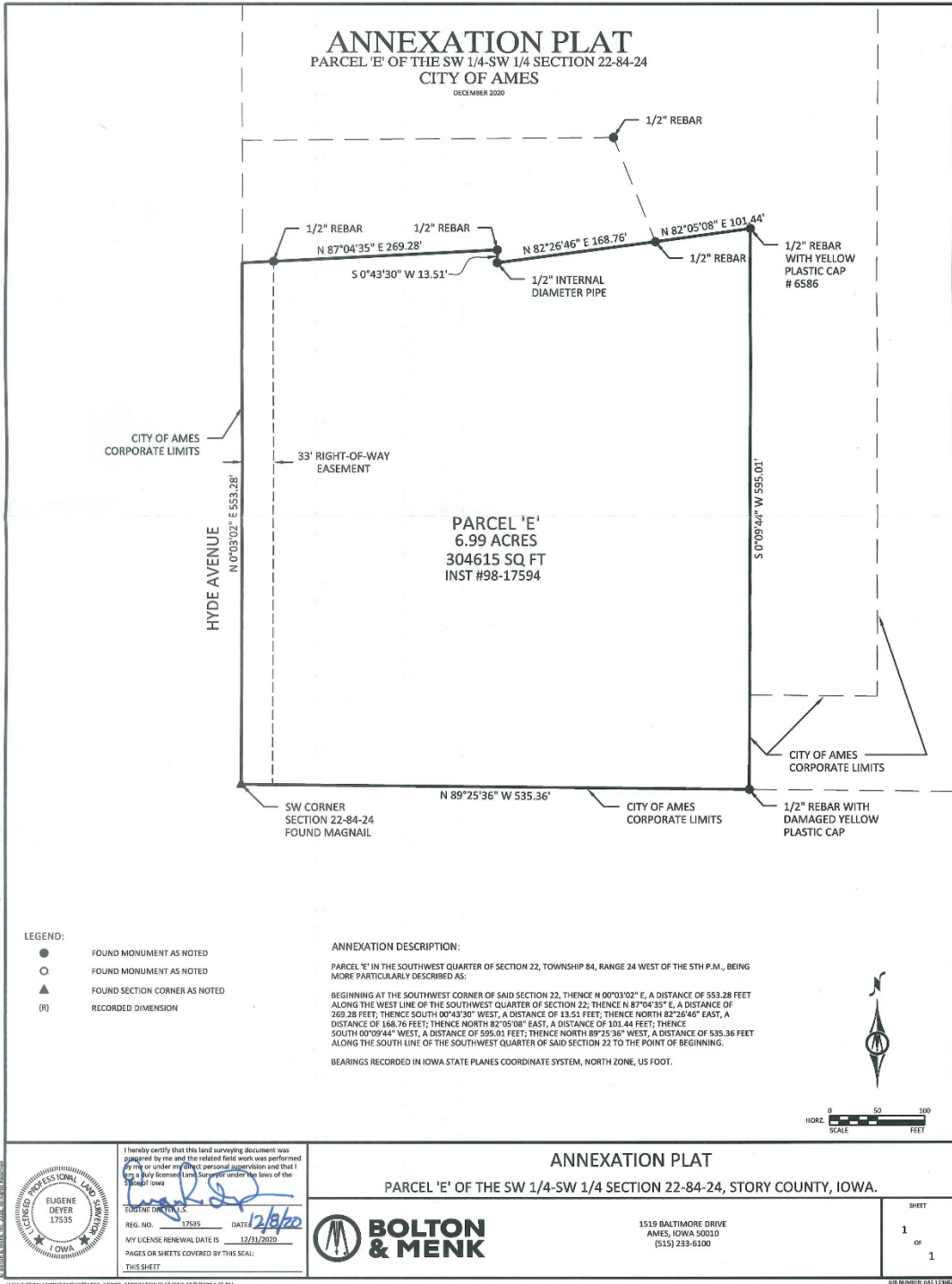
INDEX LEGEND	
LOCATION:	PARCEL 'E' SOUTHWEST QUARTER SECTION 22, T-84-N, R-24-W STORY COUNTY, IOWA
REQUESTOR:	HUNZIKER DEVELOPMENT GROUP
PROPRIETOR:	HUNZIKER DEVELOPER GROUP
SURVEYOR:	EUGENE R. DREYER, P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA ZIP (515)-233-3100

RECEIVED

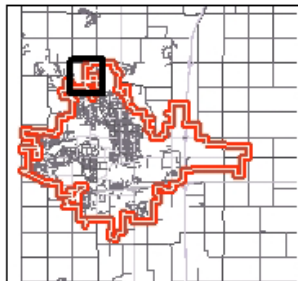
DEC 09 2020

CITY OF AMES IA
DEPT. OF PLANNING AND HOUSING

FOR RECORDER USE ONLY

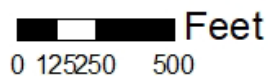


Attachment C – Ames Urban Fringe Plan Map [Excerpt]



Ames Urban Fringe Plan

4514 Hyde Avenue (Parcel E)



Attachment D – Covenant and Agreement Pertaining to Water Service

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared By: City of Ames Legal Department , 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return Recorded Document To: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

COVENANT and AGREEMENT PERTAINING TO WATER SERVICE

THIS COVENANT AND AGREEMENT is made and entered into effective the _____ day of March 2021, by and between the City of Ames, Iowa (hereinafter called “City”) and Hunziker Development Group LLC (hereinafter called “Owner”), its heirs, successors and assigns.

WITNESSETH THAT:

WHEREAS, the aforesaid Owner has applied to the City for annexation of territory described as follows (the “Real Estate”):

Parcel ID: 05-22-300-375
Owner: Hunziker Development Group LLC
Area: 6.99 Gross Acres/6.47 Net Acres
Address: 4514 Hyde Avenue
Legal: Parcel E, a part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 84 North, Ranges 24 West of the 5th P.M., Story County, Iowa, as shown on that Plat of Survey recorded on December 18, 1998, as Instr. No. 98-17594, Slide 12, Page 3.

WHEREAS, said land is within two miles of the City and within an allowable growth area of the Ames Land Use Policy Plan; and

WHEREAS, Owner desires to seek annexation into the Corporate limits of Ames and to receive water service from the City of Ames.

NOW, THEREFORE, the parties hereto agree as follows:

1. For purposes of making provision for future City water services to the Real Estate, the Owner, their heirs, successors and assigns, including by way of specification but not limitation the future owners of the Real Estate, shall be and are hereby fully bound, jointly and severally, to pay to the City the sum of any and all amounts that the City is required to pay the existing rural water service provider as compensation for losses arising from the transfer of water service to the City, including but not limited to loss of service territory or customer base, associated with annexation of all or any part of the Real Estate by the City, and to pay such amounts as the City may be required to, or reasonably agrees to, pay the rural water service provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of the City providing water service to all or any part of the Real Estate following annexation of the Real Estate to the City. Further, nothing herein shall require the City to advance any funds or costs due and owing to a rural water provider on behalf of the Owner. Owner shall hold the City harmless and indemnify the City from any and all amounts required to pay a rural water provider service provider as a settlement for resolution of any claims, disputes objections, protest or litigation related to or arising out of the City providing water service to all or any part of each Owner's property, following annexation of the Real Estate to the City.

2. This covenant and agreement shall be filed for record in the office of the Story County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of 21 years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed and approved by the parties.

Executed by the respective signatories below and effective the date approved by the City Council of the City of Ames, Iowa.

HUNZIKER DEVELOPMENT GROUP, LLC

Dated March _____, 2021.

By:

Justin Dodge, Manager

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on March _____, 2021, by Justin Dodge, as Manager of Hunziker Development Group, LLC.

NOTARY PUBLIC

Passed and approved on _____, 2021, by Resolution No. 21-_____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2021, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC