

TO: Planning and Zoning Commission
FROM: Matt Wyant
DATE: July 3, 2023

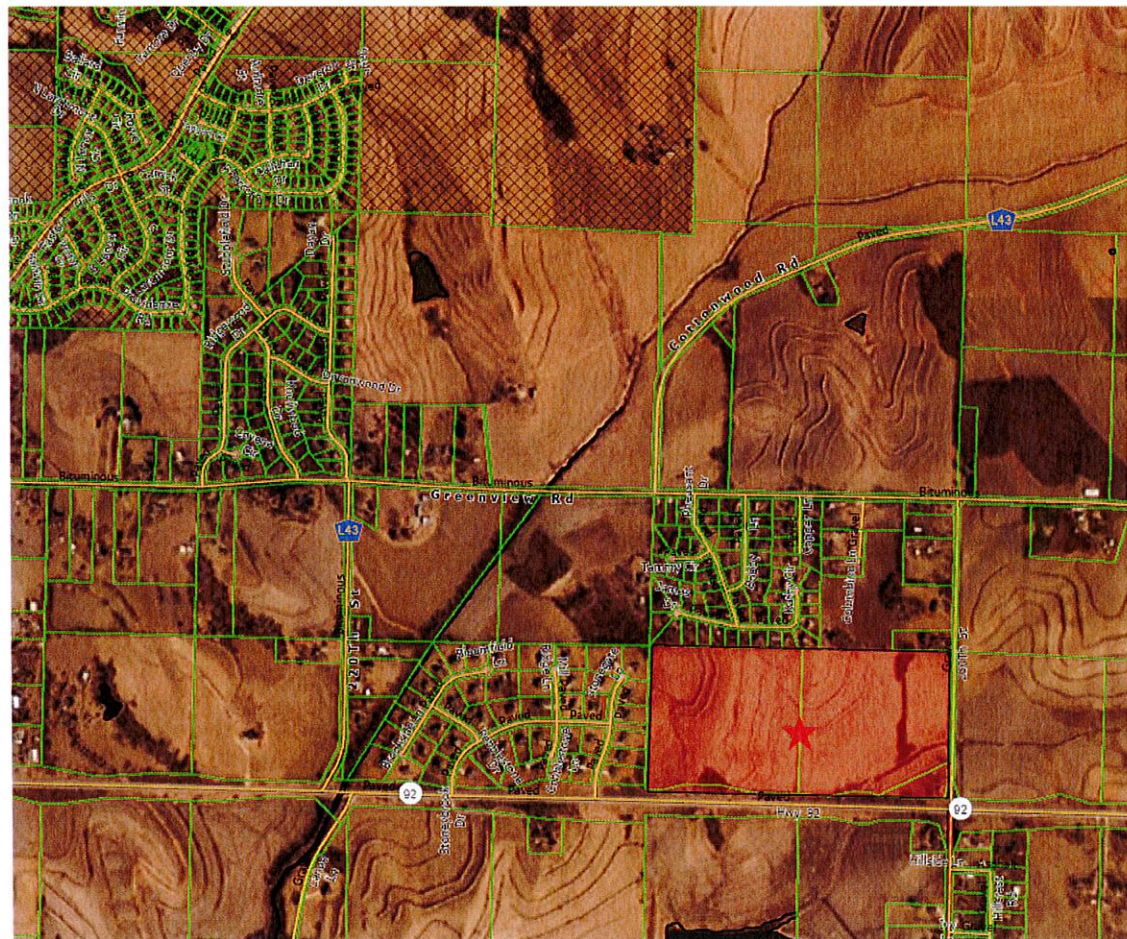
RE: Case #SUB-2023-01

REQUEST: Preliminary plat approval of Stoneybrook East Phase 1 and 2.

LOCATION: Lewis Township

LEGAL DESCRIPTION: 2-74-43 SW SE EXC HWY and 2-74-43 SE SE EXC HWY & EXC COMM 44'N 55'W OF SE COR W577' NE669' S162' SW151' TO POB

The subject properties are located approximately .60 miles south of the city limits of Council Bluffs on Hwy 92.



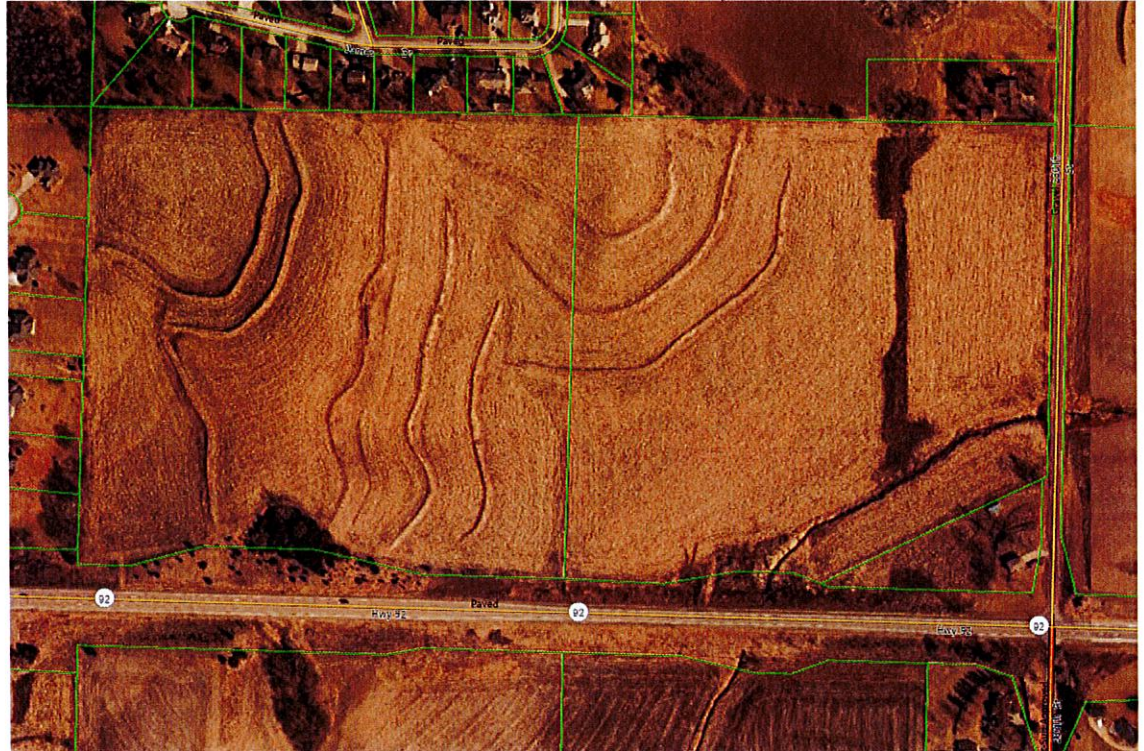
PROPERTY OWNER: Robert J and Jani S Mings
SURVEYOR: Land Surveying Services, Inc.
ENGINEER: Eagle Engineering Group LLC

GENERAL INFORMATION:

The applicant has made this request in order to allow the extension of Stoneybrook Subdivision. Phase 1 consists of 12 lots and Phase 2 consists of 15 lots. Phase 1 will have access from a proposed concrete road that will be constructed in and off an existing out lot that was platted with the original subdivision. A cul de sac road is also proposed. On March 14, 2023, the Board of Supervisors voted to fund the street infrastructure up to \$420,000. Legal counsel is currently drafting a Development Agreement.

SITE REVIEW:

The parcels consist of 70.3. These parcels are currently undeveloped.



ZONING:

The subject property is currently located in a Class R-2 (Urban Transitional) District.

8.020.010 INTENT: The Class R-2 District is intended to provide for single-family residential areas at suburban densities. It is intended that this district shall provide residential areas which combines certain of the advantages of both urban and rural locations by limiting the concentration of development and by permitting limited number of animals to be kept on the premises. (Ordinance #2007-01/03-09-07)

Subsection 8.020.020.04 of the Pottawattamie County, Iowa, Code, lists "Platted major subdivisions for single-family dwellings, when located on a hard surfaced street, as a permitted principal use in the Class R-2 District.

The minimum standards for the R-2 District with individual septic systems and wells are as follows:

	<u>Minimum</u>
Lot Size	2.0 Acres
Lot Width	175'
Lot Depth	300'

It appears that the proposed lot sizes, lot widths and lot depths conform to the minimums.

OTHER AGENICES COMMENTS: A copy of the preliminary plat has been forwarded to the following agencies.

Pottawattamie County Engineer (no comment received)
Lewis Central School District (no comment received)
Lewis Township Fire & Rescue (no comment received)
Pottawattamie County Sheriff (no comment)

LAND USE PLAN: In 2015 the County Comprehensive Plan 2030 was adopted. That Plan designates the Future Land Use of the subject property as Urban Transitional.

FLOOD HAZARD: The Flood Insurance Study prepared by the Federal Emergency Management Agency for the County designates in the Flood Insurance Rate Maps that the majority of the property as being in a Zone X-Areas of minimum flooding.



EAGLE ENGINEERING GROUP

12100 West Center Road, Suite 803 Omaha, Nebraska 68144
(402) 399-0227 | www.eagleengineeringgroup.com

March 23, 2023

Re: Stoneybrook East
Statement of Manner finance proposed Improvements
Pottawattamie County, Iowa
EEG #22-83

The Applicant and Owner of the property intends to work with Pottawattamie County to share in the costs of the proposed street paving. The overlot grading will be completed privately.



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March 23, 2023

Re: Stoneybrook East
Statement of Infrastructure
Pottawattamie County, Iowa
EEG #22-83

Water supply

All lots will be served by private on-site wells.

Sanitary sewage treatment

All lots will be served by private on-site wastewater and disposal systems (septic) on the site. Prior to final plat of Phase 1, the Developer team will complete soil boring tests and percolation tests within the boundaries of the development to ensure the location is acceptable.

Lots have adequate area to two on-site systems. In the event that the initial system fails, the lot has acceptable area for a second backup system.

Disposal of storm water

All stormwater runoff from the development will be conveyed to the natural, historic drainage locations. The proposed development will have an increase of impervious coverage but the runoff from the site will be reduced by converting a portion of the site from terraced row crop to turf grass lawns to provide infiltration and un-connected impervious conveyance to the impact points.



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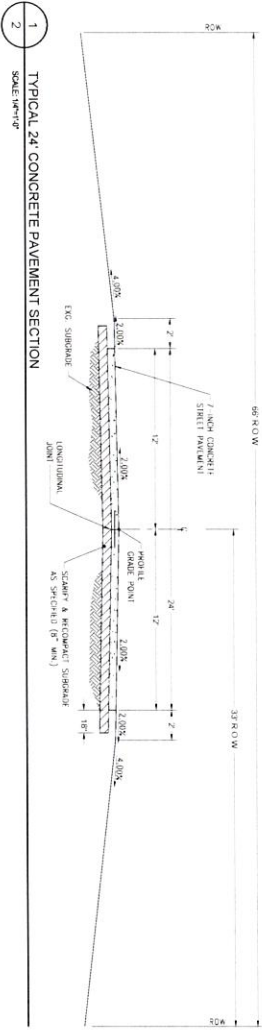
12100 West Center Road, Suite 803 Omaha, Nebraska 68144
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March 23, 2023

Re: Stoneybrook East
Statement of General Nature and Type Improvements
Pottawattamie County, Iowa
EEG #22-83

The Applicant and Owner of the property intends to create 27 single family residential estate acreage lots. The Applicant and Owner would continue a similar style of development from Stoneybrook into the proposed Stoneybrook East development. The lots and house will be valued between \$600,000-\$800,000 range.

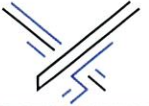
The project timeline is gain preliminary plat approval from Planning Commission in April and County Board in May with intentions of completing the overlot grading in late September and street paving in October. The remaining electrical, gas, and communications would be installed after the completion of the public improvements. The Applicant and Owner intends to have the first phase of lots ready for building construction in early 2024.



1
2
TYPICAL 24' CONCRETE PAVEMENT SECTION
SCALE: 1/4" = 1'-0"

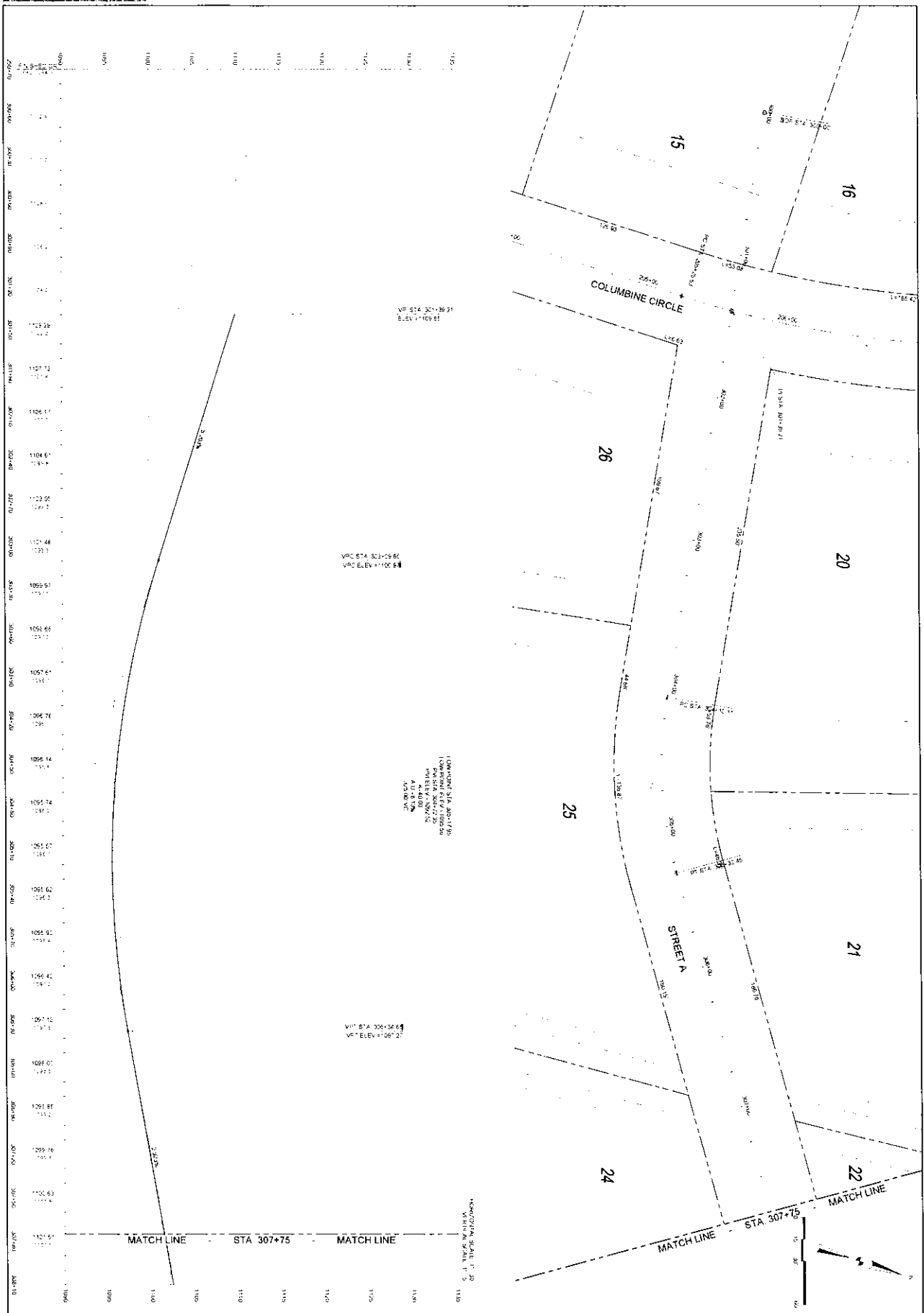
PROJECT	STONEY BROOK EAST
DATE	MARCH 2013
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
APPROVED BY	

Stoney Brook
East
Pottawattamie County, Iowa
Typical Cross Section



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12100 West Center Road, Suite 803
Omaha, Nebraska 68144

NO.	DATE	DESCRIPTION



Stoney Brook
East
Pottawattamie County Iowa

Street A
Plan & Profile

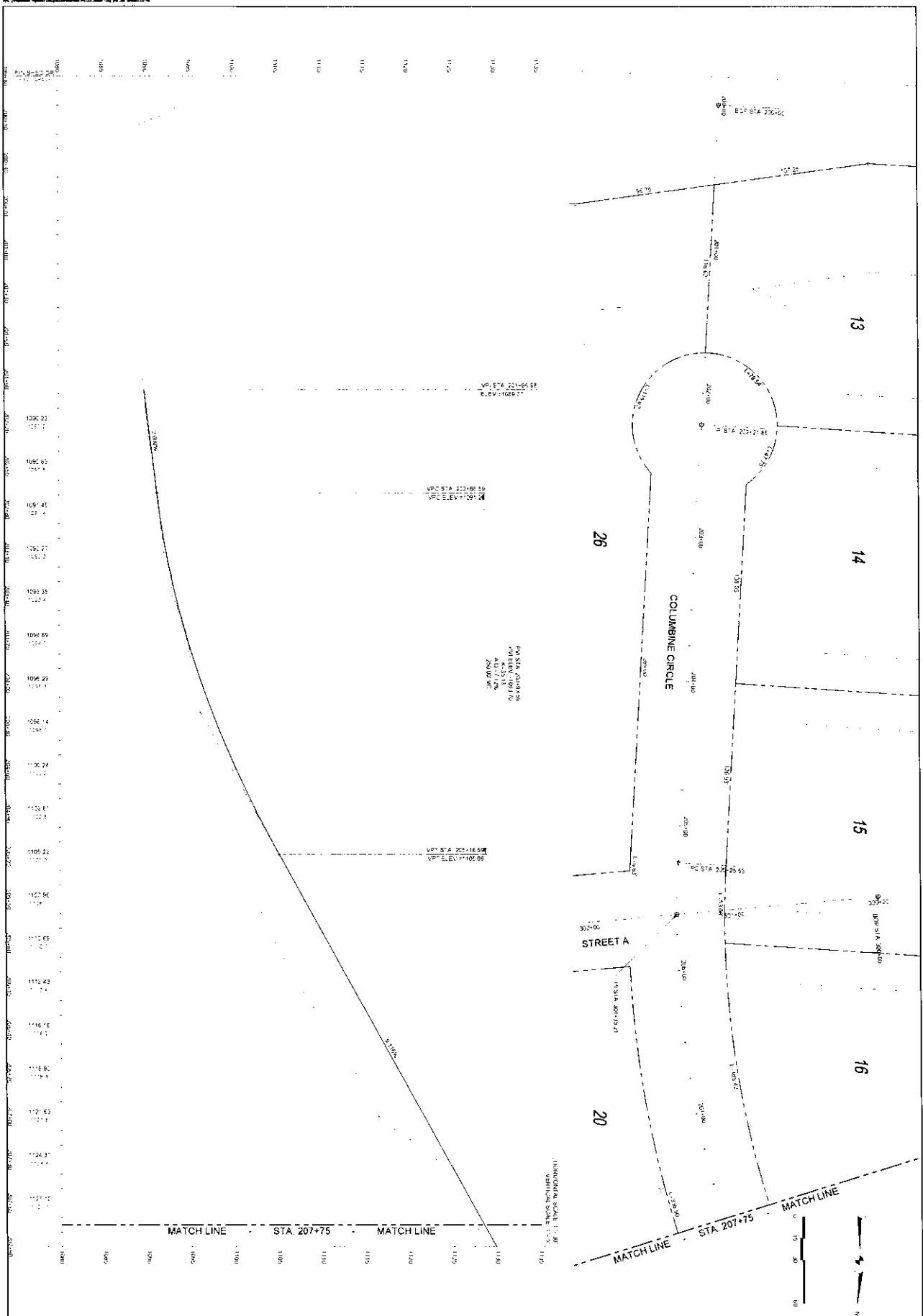
1 of 2



EAGLE ENGINEERING GROUP

12100 WEST CENTER ROAD, SUITE 803
OMAHA, NEBRASKA 68144

DATE	2/13/13
PROJECT	STONEY BROOK EAST
DRAWN BY	...
CHECKED BY	...
SCALE	AS SHOWN



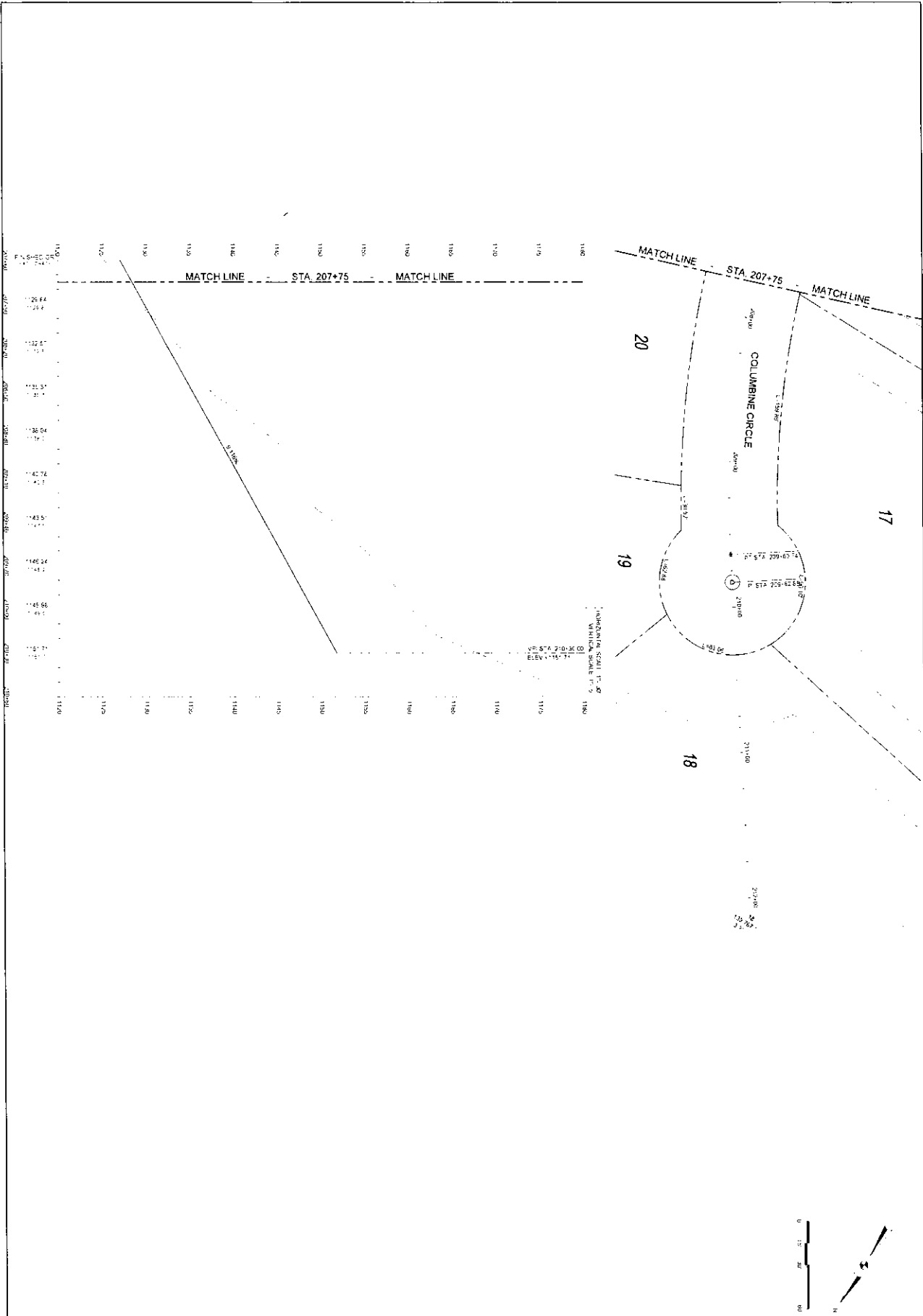
1 of 2

Stoney Brook East
Pottawattamie County Iowa
Columbine Circle
Plan & Profile



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12100 WEST CENTER ROAD, SUITE 603
OMAHA, NEBRASKA 68144

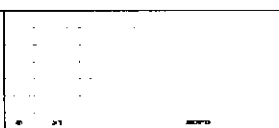
DATE: 02/21/2011
DRAWN BY: [illegible]
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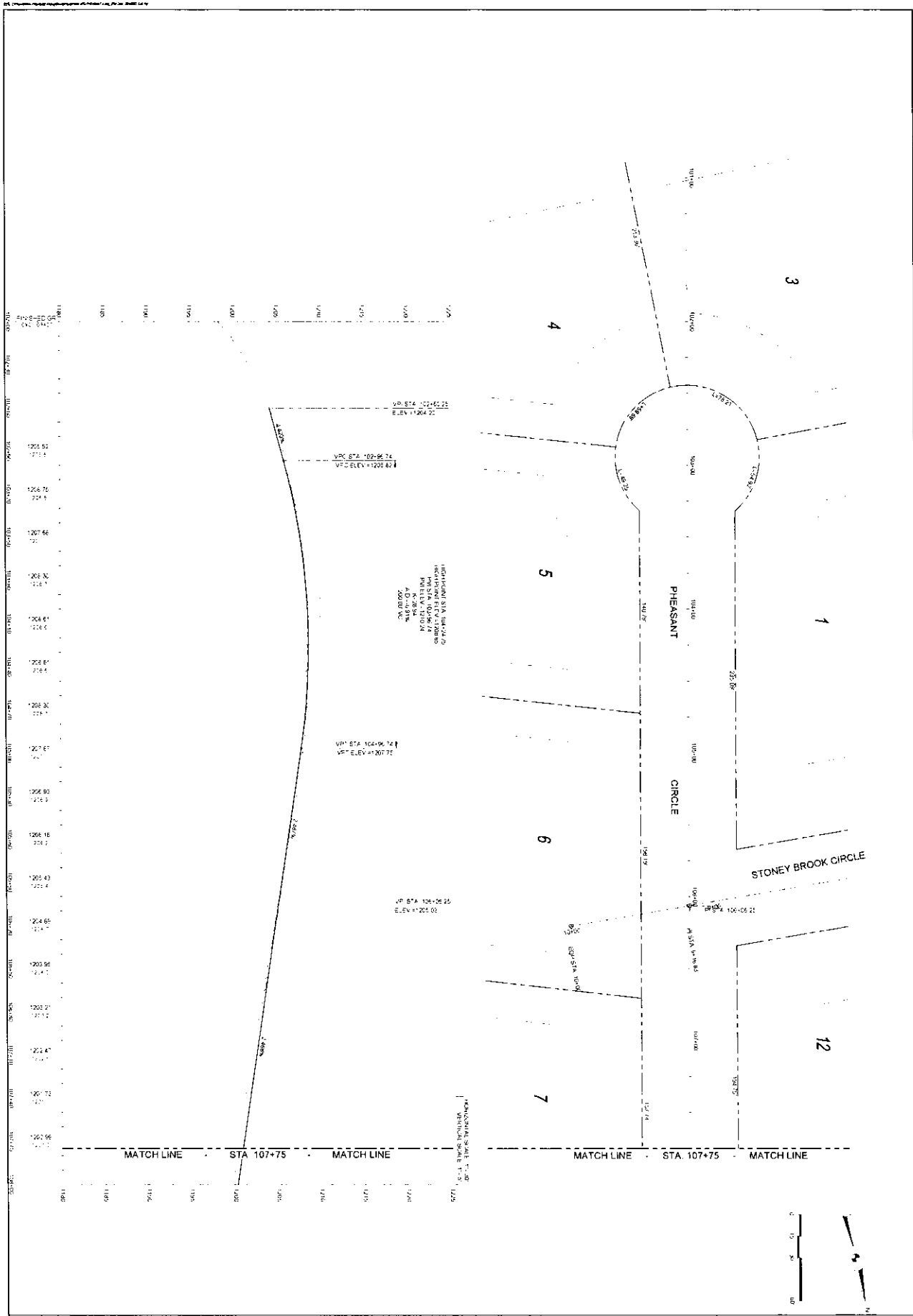


Stoney Brook
 East
 Pottawattome County, Iowa
 Columbine Circle
 Plan & Profile

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12100 WEST CENTER ROAD, SUITE 833
 OMAHA, NEBRASKA 68144

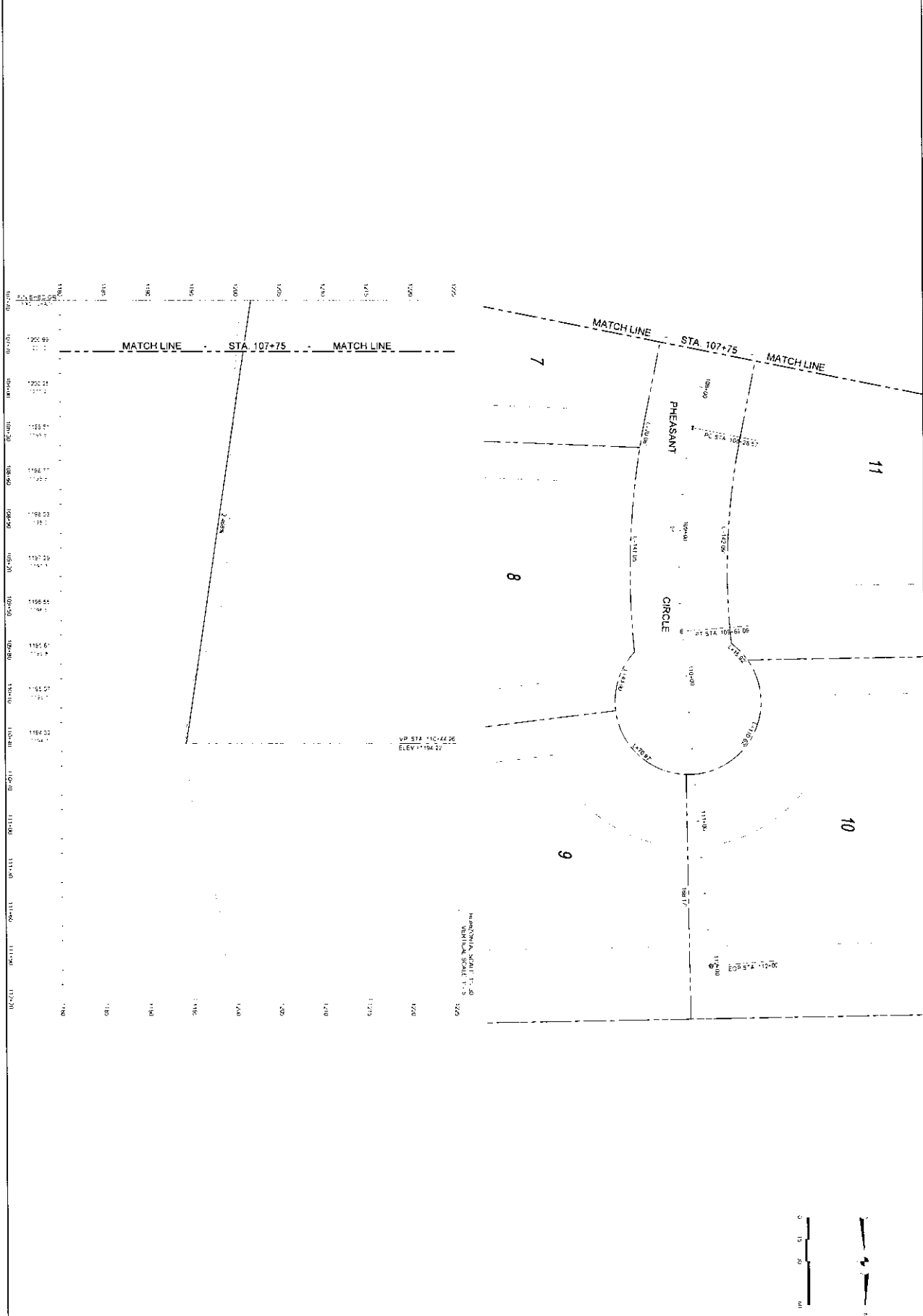




Stoney Brook
 East
 Polk and Waukegan Counties, Iowa
 Pheasant Circle
 Plan & Profile


EAGLE ENGINEERING GROUP
 12100 WEST CENTER ROAD, SUITE 603
 OMAHA, NEBRASKA 68144

1 of 2
 DATE: 03/23/2011
 DRAWN BY: JMM
 CHECKED BY: JMM



VP STA 110+44.96
ELEV 1194.37

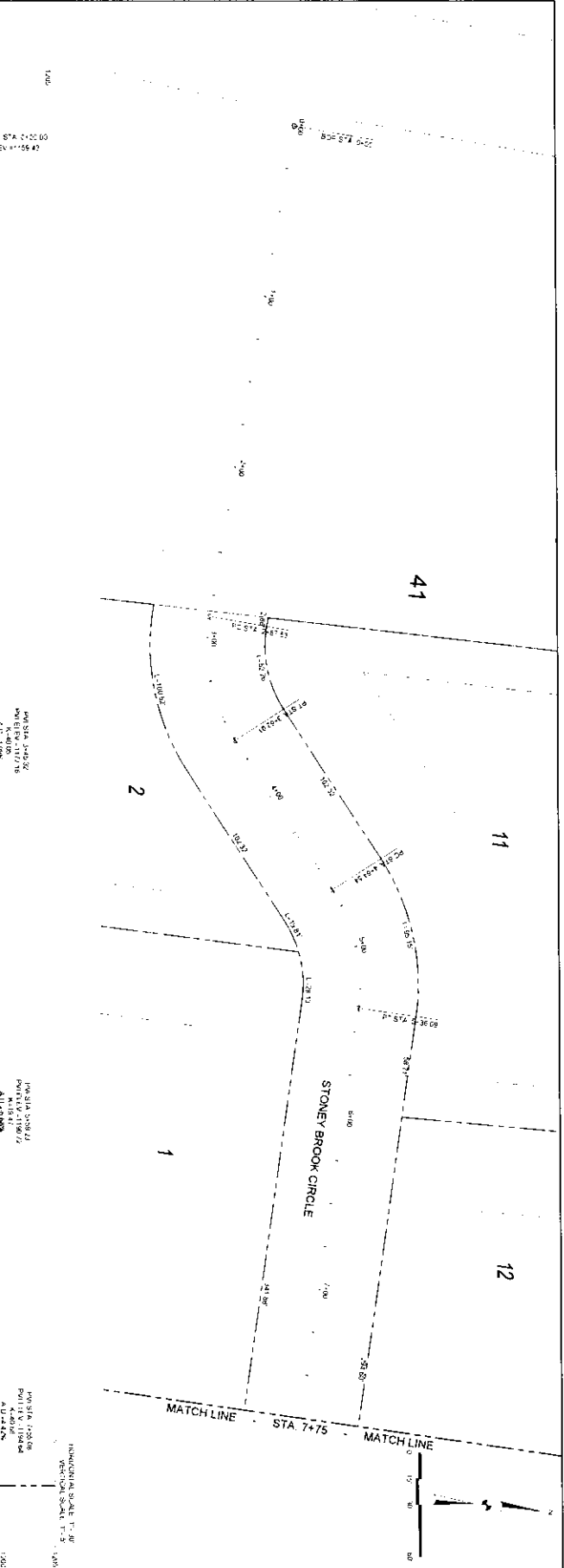
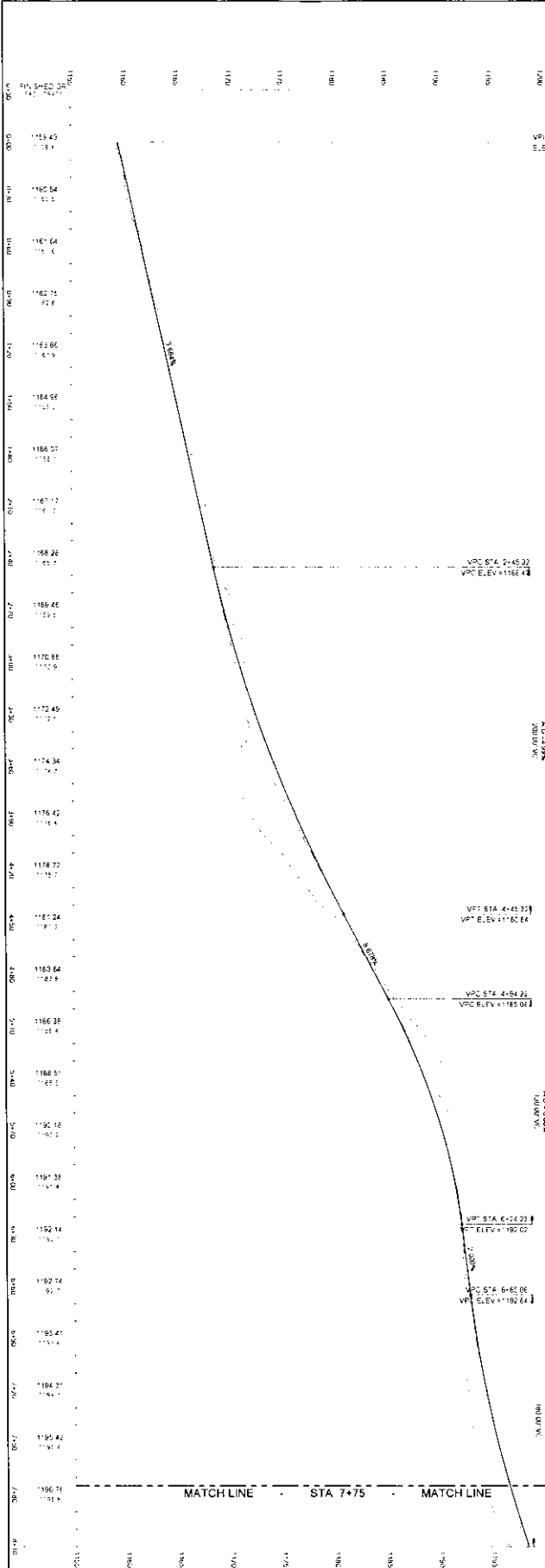
HORIZONTAL SCALE 1" = 40'
VERTICAL SCALE 1" = 5'



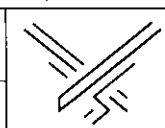
Stoney Brook
East
Pottawattamie County Iowa
Pheasant Circle
Plan & Profile



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OMAHA NEBRASKA 68144



Stoney Brook
East
Pottawattamie County Iowa
Stoney Brook Circle
Plan & Profile



EAGLE ENGINEERING GROUP
12100 WEST CENTER ROAD SUITE 803
OMAHA, NEBRASKA 68144

1 of 2
DATE: 08/11/2011
TIME: 2:45:00

Stoneybrook East Subdivision Restrictive Covenants

In order to provide for the proper development of Stoneybrook East Subdivision, and each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty, and use of Stoneybrook East Subdivision, the undersigned hereby subject of which is for the benefit of such subdivision and each lot therein and for the owners of each lot. These conditions, restrictions and limitations shall insure to the benefit of and pass with the title of each lot and bind the successors in title as the owners of such lots. Each lot shall be held, transferred, sold and conveyed subject to such conditions, restrictions and limitations, which shall be considered a part of the language of each instrument conveying, transferring of, passing any interest in or to any lot incorporated therein.

Therefore, it is hereby mutually agreed:

- (a) All lots described herein shall be used solely as residential lots, and no structure shall be erected on any residential building lot other than single-family dwellings.
- (b) No residential building lot shall be resubdivided into building lots.
- (c) No building shall be moved onto any lot, and all houses shall be of original construction and of a permanent structure.
- (d) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereupon which may be or become an annoyance or nuisance to any other lot owner or the neighborhood.
- (e) No fence, hedge, or boundary wall shall be permitted without written approval of the developer.
- (f) No outbuilding of any type shall be placed on said lot without written approval of the developer. The developer shall not allow said outbuildings unless the same tend to add to the neighborhood as a whole.
- (g) No vehicles, including but not limited to trailers, buses, campers, motor homes, recreational vehicles, boats, trucks or commercial vehicles shall be stored on said property in excess of 24 hours outside of a garage. All said vehicles shall be parked, maintained or stored inside the residence or other outbuilding and shall not be parked on the street. It is the intent that all automobiles and vehicles be kept inside an enclosed garage whenever possible. No motorized vehicles shall be operated or kept on any lot other

than in the street or driveways. No all terrain vehicles shall be operated in the entire boundary of Stoneybrook East.

- (h) No incinerator or trash burner shall be allowed on any lot, no fuel tank shall be permitted to remain outside any residence, and except on pick-up days, no garbage or trash shall be permitted outside of any dwelling unless it is screened from view from any adjoining street or lot as shown on the plat.
- (i) All garage doors shall remain closed at all times except when necessary for entry or exit.
- (j) No exterior Christmas lights and/or decorations may be erected or maintained on any lot except during a 60-day period beginning November 15th of each calendar year.
- (k) No animals or poultry of any kind other than (2) household pets shall be kept on any part of the premises and all household pets shall be confined to the owners premises. One dog kennel will be allowed if and only if it is no larger than six feet by twelve feet in size, located on the back side of the residence with no more than five feet between the house and residence and is completely hidden from view. All dog kennels shall be kept clean and odor free. No loud or obnoxious animals shall be permitted.
- (l) No signs, billboards, or any other unsightly objects shall be erected, placed or maintained on any lot. No advertising signs shall be allowed except "For Sale" or "For Rent" may be placed on any lot. No business activities shall be conducted on any lot if the conduct of said business activity will result in an unreasonable increase in the traffic flow within the addition, or the presence of unsightly commercial vehicles within the addition. Notwithstanding the foregoing provisions, this paragraph shall not restrict the business activities, advertising, signs and billboards or the construction and maintenance of structures by the developer, its agents and assigns, during the construction and sale period of this addition.
- (m) It is further understood and agreed that the grantor will use discretion in the sale of lots to maintain a high standard of ownership.
- (n) The titleholder of each lot shall keep his lot or lots free of weeds and debris and maintain the exterior of their residence so that it is appealing to other property owners.

- (o) Unused vehicles or equipment shall be removed from the premises and no lot shall be used for the purpose of selling, leasing, showing, or repairing vehicles or equipment for commercial purposes.
- (p) No B.B. or pellet guns shall be discharged within the subdivision.
- (q) All pools and hot tubs shall be fenced. All pools and hot tubs shall be clean and maintained in operable condition.
- (r) All basketball goals shall be freestanding and not attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the developer or its designee. All backboards shall be clear or white and made of fiberglass, plastic, or other approved materials. All poles shall be an earth tone color and one-piece construction. There shall be no more than one basketball goal per lot. The location of each goal shall be approved by the developer or its designee.
- (s) Each lot owner under these covenants has the right to enforcement thereof. The grantor has no duty or obligation to enforce these covenants and is not obligated to do so.
- (t) Invalidation of any one of these covenants by decree or order of any Court shall in no way effect the validity of any of the other provisions, which shall remain in full force and effect.
- (u) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2050, at which time said covenants and restrictions herein shall terminate.
- (u) A perpetual easement is reserved for utility installation, maintenance and drainage over the rear ten feet and side five feet of each lot, or as specified on the final plat.

Grantors further represent that said subdivision is with their fee consent and in accordance with the desires of the undersigned owners and grantors. This ____ day of June, 2023.

Jani S. Mings

Robert J. Mings

