

MEMORANDUM

COLONY RETREAT DEVELOPMENT AGREEMENT

Date: October 12, 2026
Prepared By: Dinh Ho, P.E., City Engineer — ADICO, LLC
Project No. 710-00-002b-256
To: Honorable Mayor and Members of City Council,
CC: City Manager; City Secretary
Subject: Colony Retreat – Development Agreement & Utility Agreement

SUMMARY & RECOMMENDATION

Staff recommends that City Council approve the Development Agreement (DA) and the Utility Functions Agreement (UA) for Colony Retreat **conditioned on City Council adoption of the Colony Retreat PUD ordinance**, and subject to the corrections listed in this memo. Neither agreement should take effect until the PUD is adopted in final form and attached as DA Exhibit B.

The condition is needed because DA Section 2.03(a) states that the Plan of Development "is hereby approved by the City Council." A PUD is a zoning action under UDC Appendix A, Article VII, Section 74. It requires a Planning and Zoning Commission recommendation and a public hearing, and cannot be approved by contract. The PUD provided is also a marked DRAFT.

BACKGROUND

Colony Retreat is a single-family community of about 104 acres. It is bounded by Cedar Rapids Parkway on the north, Iowa Colony Boulevard on the west, the GCWA North Canal on the south, and Colony West on the east. Part of the tract is in the City limits (zoned SFR). Most of it is in the ETJ and will be annexed by petition, then zoned PUD. The developer is Colony Retreat LLC (Avani Communities). LJA is the planner and District engineer, and Allen Boone Humphries Robinson is District counsel.

Item	PUD (Exhibit B)
Gross area	±104.0 ac (DA and UA say ±105 ac)

Item	PUD (Exhibit B)
Lots	304 (60 at 40 ft, 181 at 50 ft, 63 at 60 ft); count may rise up to 15%
Density cap	3.0 lots/ac (304 lots = 2.92 lots/ac)
Detention lake	±15.4 ac, HOA/MUD owned and maintained
Parkland	9.5 ac provided against 5.6 ac required (1 ac per 54 units)
Constraints	50-ft Tenn Gas and 30-ft Houston Pipeline easements (east-west, north side); CenterPoint easement
Arterials	Iowa Colony Blvd and Cedar Rapids Pkwy at 120-ft ultimate ROW
Utilities	City retail water and sewer; on-site lift station (±0.1 ac, NW corner)

The DA covers MUD consent, annexation, platting, and development standards. The UA covers District facilities, conveyance to the City, and the District's share of the City's East Water Plant and Southwest WWTP Expansion.

The DA follows the City's standard MUD development agreement form. Key terms: developer pays the City's outside review costs (each deposit capped at \$25,000, replenished within 45 days); annexation petition due within 60 days of the Effective Date; the District must accept assignment of the UA within 45 days of its confirmation election; 40-year term.

UTILITY FUNCTIONS AGREEMENT — KEY TERMS AND COMMENTS

The District reserves 310 ESFCs in each plant. It pays its pro rata share: the design share within 60 days of the Effective Date, and the construction share within 45 days of the bid tabulation. In exchange, the City waives water and wastewater impact fees. The City administers, owns, and operates both plants. The District builds the internal and offsite lines at no cost to the City and conveys them to the City (except detention, channels, and parks). Target dates: East Water Plant in Q1 2028; Southwest WWTP Expansion by April 1, 2028.

Party	Water share (350 gpd/ESFC)	Water ESFC / GPD	Wastewater share (250 gpd/ESFC)	Wastewater ESFC / GPD
District (Colony Retreat)	26.79%	310 / 108,500	19.38%	310 / 77,500

Party	Water share (350 gpd/ESFC)	Water ESFC / GPD	Wastewater share (250 gpd/ESFC)	Wastewater ESFC / GPD
City	28.26%	327 / 114,450	48.13%	770 / 192,500
MUD 98 / Coogan Tract	44.94%	520 / 182,000	32.50%	520 / 130,000
Total	100%	1,157 / 404,950	100%	1,600 / 400,000

RECOMMENDED CONDITIONS OF APPROVAL — LAND USES

Staff recommends that the Council motion approve the DA and UA subject to these conditions:

1. **PUD adoption.** Neither agreement takes effect until City Council adopts the Colony Retreat PUD ordinance, after P&Z recommendation and public hearing. Public hearings and Council action will take place at the November P&Z and City Council Meeting.
2. **Capacity and fees.** Service is limited to 310 ESFCs per system. The impact fee waiver applies only to those 310 ESFCs and only after the pro rata share is paid in full. Additional ESFCs pay additional pro rata cost and impact fees. MUD pay their prorata share of the SWWTP and East Water Plant site.
3. **Hold and Haul :** The Hold and Haul cost shall be the responsibility of the developer.
4. **Right-of-way.** The DA includes ½ of 120-ft ROW dedication and roadway obligations for Iowa Colony Blvd and Cedar Rapids Pkwy. Improvements along perimeter of property boundary and if triggered by Traffic Impact Analysis.
5. **Exhibits and form.** All exhibits are complete before execution: boundary, PUD, consent resolution, road facilities, points of connection, and cost estimates. All blanks, numbering, cross-references, and notice addresses are corrected.
6. **Legal review.** The City Attorney approves both agreements as to form, including the immunity waiver and attorney fee provisions.

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Attachments: Development Agreement