

COUNCIL ACTION FORM

SUBJECT: FIRST UNITED METHODIST CHURCH EXPANSION

BACKGROUND:

The First United Methodist Church (FUMC) of Ames has been working with the City in planning the expansion of their on-site facilities. As a part of this project, the following separate actions need to be approved at this phase of the process:

1. Approval of the Developer's Agreement
2. Vacation of an existing Pedestrian Easement
3. Approval of the sale of City land currently being used as Municipal Parking Lots R & S
4. Approval of the Plat of Survey establishing the new parcels for development.

The dates of Public Hearing for Actions 2 and 3 were set at the May 10, 2011 City Council meeting.

ACTION 1 – APPROVAL OF DEVELOPER'S AGREEMENT:

The first step will be to approve the Developer's Agreement between the City of Ames and the FUMC, which defines the purpose for the agreement and outlines the platting and property transfer processes. Attached to this Council Action Form is a draft copy of the agreement. Highlighted below are a few of the major issues covered in this agreement.

First, one issue identified in the agreement is the amount and valuation of City property needed to facilitate the FUMC expansion project. The total **net** land area to be sold to the FUMC was found to be 5,583 sq. ft. with a valuation of \$12.60 per sq. ft., which totals \$70,345.80 to be paid to the City. (See Section II 1 (a))

Second is an issue related to the completion of what is now Municipal Parking Lot S into a whole, functioning City parking lot. In the agreement the FUMC agrees, at their sole expense, to reconstruct the northern end of the City's lot as shown in the attached site plan "Phase 1," which will be a new Municipal Parking Lot totaling 34 parking stalls. (See Section II 6)

A third issue is the creation and administration of parking stalls along the eastern edge of the proposed FUMC expansion for use by the Ames Public Library. The agreement established a 5-year renewable easement for use of these parking spaces to facilitate turning by the Ames Library Bookmobile in and out of their garage until such time that the Library expansion project would move forward. At that time the Library will retain

the use of one parking stall for a passenger car as shown in the attached site plan "Phase 2." (See Section II 3. (a) to (e))

The fourth major issue outlines the platting process and the subsequent steps that will need to take place to properly zone the new parcels for their proposed use. This process includes the requirement for a Special Use Permit for the FUMC as required for all developments by religious institutions. (See Section II 4 (a) to (d))

ACTION 2 - VACATION OF PEDESTRIAN EASEMENT:

At the May 10, 2011 City Council meeting, a report was presented regarding an existing Pedestrian Easement located on Municipal Parking Lot S that will need to be removed as part of this expansion project. It was created to meet the site requirements (public sidewalk) adjacent to the commercial property owned by the FUMC. At that meeting, City Council directed staff to move forward in working with the FUMC and establishing the public hearing date for vacation as May 24, 2011.

ACTION 3 - SALE OF PUBLIC LAND:

Similarly to Issue 2, this step will be the official approval of the sale of land needed for the proposed FUMC expansion. It was also presented to Council at the May 10, 2011 meeting and, likewise, staff was directed to establish the public hearing date as May 24, 2011 to sell the City for \$70,345.80.

ACTION 4 - APPROVAL OF PLAT OF SURVEY:

The final issue will be to approve the Plat of Survey. In doing so, it will reconfigure the existing four lots into two larger lots; see attached Plat. Once Issues 1, 2, and 3 have been approved as shown above, the Plat of Survey will officially create the developable lots necessary for the FUMC project to move forward.

ALTERNATIVES:

1. a) Approve the Developer's Agreement between the FUMC of Ames and the City of Ames.
 - b) Approve the Vacation of the Pedestrian Easement located on Municipal Parking Lot S.
 - c) Approve the Sale of Public Land to the FUMC of Ames as specified in the Developer's Agreement in the amount of 5,583 sq. ft., totaling \$70,345.80.
 - d) Approve the Plat of Survey.
2. Do not approve any of the proposed actions, and direct staff to continue to work with the FUMC of Ames to find alternative solutions.

MANAGER’S RECOMMENDED ACTION:

The approval of the four actions described above will facilitate the proposed expansion to the FUMC and reconfiguration of Municipal Lots R & S into a single public lot. Terms proposed fairly compensate the public for losing use of the designated public land, and attend to the needs of the adjacent Ames Public Library.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, thereby approving the Developer’s Agreement between the FUMC of Ames and the City of Ames, approving the vacation of the Pedestrian Easement located on Municipal Parking Lot S, approving the sale of Public Land to the FUMC of Ames as specified in the Developer’s Agreement in the amount of 5,583 sq. ft., totaling \$70,345.80, and approving the Plat of Survey.

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

Prepared by: Judy K. Parks, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)

Return to Ames City Clerk, P.O. Box 811, Ames, Iowa 50010

**DEVELOPMENT AGREEMENT
FOR FIRST UNITED METHODIST CHURCH EXPANSION PROJECT**

THIS AGREEMENT, made and entered into this _____ day of May, 2011, by and between the City of Ames, Iowa (hereinafter called “City”) and First United Methodist Church (hereinafter called “Church”), their successors and assigns.

WITNESSETH THAT:

WHEREAS, First United Methodist Church is located at 516 Kellogg Avenue, Ames, Iowa, and is a growing and thriving congregation and ministry in the downtown of the City that desires to remain at its present location and build an addition onto its present structure to meet its and the community’s growing needs, and

WHEREAS, the City of Ames is the owner of public property located in the 500 block of Kellogg Avenue immediately south of the First United Methodist Church in Block 8 of the Original Town of Ames, and

WHEREAS First United Methodist Church owns additional land in that same block of the city which is not contiguous to the church property, and would like to exchange that land and other good and valuable consideration, for land which is owned by the City, in order that the church may move forward with the desired expansion while preserving the City’s public uses in that area,

NOW THEREFORE the parties hereto have agreed and do agree as follows:

I. PURPOSE

1. The purpose of this Agreement is to set out the obligations and responsibilities of the above parties with respect to the church expansion project to be located between 5th and 6th Streets on the east side of Kellogg Avenue in Downtown Ames. If approved by the City, this church expansion project will require a real estate exchange/purchase between the parties, and reconstruction by the Church of the City’s parking lot located to the north of 5th Street between Kellogg and the north-south alley abutting the west side of the Ames Public Library, referred to hereinafter as the City’s southerly public parking lot.

2. As is shown on the attached “Existing Platting” of the site, the real estate subject to this Development Agreement comprises the west one-half block of Block 8, Original Town of Ames, Iowa. As is also shown on the “Existing Platting” of the site, the City owns two public parking lots which are separated by a tract of real estate owned by First United Methodist Church at 508 Kellogg Avenue. Also attached is a “Proposed Site Plan Phase 1” showing the layout of the church expansion to be constructed on the northerly of the two public parking lots, necessitating the real estate exchanged mentioned above. The exchange of real estate between the parties will result in the Church owning more total real estate than at present, and the Church desires to purchase from the City the difference. Incident thereto, the City has had appraised the additional real estate, and the Church accepts this appraisal as fair and reasonable.
3. The construction of the Church’s building addition and the re-construction of the southerly public parking lot will require the vacation of certain sidewalk easements and the granting of new access/parking easements.
4. The City owns the land on the east half of this block, on which is located the Ames Public Library. The City is presently considering a major capital project for that facility, which may include construction of a bookmobile parking structure across the south end of the north-south alley that divides the block. This approximate location of this potential bookmobile parking structure and the revised City parking lot and alley access is shown on the attached “Proposed Site Plan – Phase 2”.
5. To effect the land exchange/purchase, the Church has obtained a Plat of Survey, which is attached hereto. The Church acknowledges that this Plat of Survey must be approved by the City.

II. PLATTING AND TRANSFER PROCESS

1. The Church shall submit to the City for its approval a Plat of Survey, and upon obtaining approval of the Plat of Survey, the Church and the City shall complete the real estate exchange/purchase as follows:
 - a. The Church shall provide the City with a Warranty deed to ‘Parcel E’ as shown on the attached Plat of Survey, as well as a certified check in the amount of \$70,345.80, which is the appraised value of the additional real estate to be acquired by the Church in the exchange. This was established by calculating a cost of \$12.60 per square foot for a net of 5583 square feet of property being transferred to the Church.
 - b. In return, the City shall provide the Church with a Quit Claim deed to ‘Parcel D’ as shown on the attached Plat of Survey.
 - c. Each party shall provide the other with abstracts of title showing good and merchantable title to the real estate being transferred, as well as any other documents necessary for the transfer of the property.
2. The Church shall grant to the City the utility easements shown on the attached Plat of Survey.
3. Each party shall grant to the other access and such parking and/or turn radius easements as are required for functionality of the site for the respective party’s vehicular access needs as

shown on the Proposed site plans Phase 1 and Phase 2. In particular, the parties agree as follows:

- a. The Church agrees to provide a vehicular parking space on the east side of the church adjacent to the alley for the City for staff use by the Ames Public Library.
 - b. The Church agrees to grant to the City an access easement across the vehicular parking spaces on the east side of the church for the Library's bookmobile as necessary for turn radius use. This easement shall be a five year periodic renewable easement.
 - c. The City shall provide and install signage for the parking spaces on the east side of the church, as noted in provisions 3(a) and 3(b) above, to indicate the hours during which parking is prohibited in those spaces.
 - d. The City shall provide to the Church an access easement in the northeast corner of the City's southerly public parking lot approximately as shown on the attached Proposed Site Plans Phase 1 and Phase 2.
 - e. The Church shall agree to provide an access easement to the City across such portion of the southeast corner of the parcel identified on the Plat of Survey as 'Parcel D' in the event that such easement is needed to accommodate public vehicular access that is re-routed around the Ames Public Library's anticipated bookmobile parking garage when that is constructed across the southernmost portion of the north-south alley in the middle of the block, as is approximately shown on Proposed Site Plan – Phase 2.
4. Upon approval of this Agreement, approval of the Plat of Survey and of completion of the sale/exchange of the real estate, the Church shall submit the following:
 - a. An Application for approval of a Minor Site Development plan for the expansion of the First United Methodist Church building and site.
 - b. An Application for approval of a Minor Site Development Plan for the expansion and reconstruction of the southerly City parking lot as shown on the Proposed Site Plan-Phase 1.
 - c. An Application for Rezoning for the land the Church has acquired from the City.
 - d. An Application for a Special Use Permit for a Religious Institution to be considered by the Zoning Board of Adjustment.
 5. The City may submit an application for rezoning of the land it is acquiring from the Church to accomplish rezoning of land it is acquiring through this project subsequent to the Church's request for rezoning, so that the City's rezoning does not delay the Church's project.
 6. The Church, at its sole expense, shall construct/reconstruct the expansion of the City's southerly public parking lot pursuant to City specifications, including landscaping, approximately as shown on the attached "Proposed Site Plan – Phase 1" and in accordance with the Minor Site Development Plan.
 7. No Occupancy permit shall be granted by the City for the Church's building expansion project until all of the Church's obligations under this Development Agreement, including the

completion of improvements to the City's southerly parking lot, have been complied with and performed.

- 8. The obligations created by this Agreement shall run with the land and be binding upon the Church, its successors and assigns.
- 9. The parties agree to cooperate with each other in executing a Memorandum of Agreement which may be recorded in lieu of this Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF AMES, IOWA

BY: _____
Ann H. Campbell, Mayor

Attest by:

Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 20____, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for Story County, Iowa

FIRST UNITED METHODIST CHURCH

By: _____
Kevin Primmer, Chair, Board of Trustees

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on the ____ day of May, 2011, by Kevin Primmer as Chair of the Board of Trustees of First United Methodist Church.

Notary Public in and for Story County, Iowa

By: _____
Dale VanderSchaaf, Chair, Project Steering Committee

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on the ____ day of May, 2011, by Dale VanderSchaaf as Chair of the Project Steering Committee of First United Methodist Church.

Notary Public in and for Story County, Iowa

SIXTH STREET 66' RW 45' B-B CONC PVMT W/ INTEGRAL CURB

N 88° 42' 32" E 180.25'

ONE WAY

FIRST UNITED METHODIST CHURCH

CHURCH BUILDING
516 KELLOGG
OWNER: FIRST UNITED METHODIST CHURCH
BSMT FLOOR = 97.06

KELLOGG AVENUE 66' RW

N 01° 03' 36" W 233.30'

PROPOSED ADDITION

8,530 sq ft
2 STORY

STOR WASTE

BOOK MOBILE TURN RADIUS EASEMENT 847 sq. ft.

AMES PUBLIC LIBRARY

BOOK RETURN

S 01° 07' 38" E 234.10'

7

HC VAN

ONE WAY

ONE WAY

ACCESS EASEMENT 374 sq. ft.

S 88° 57' 47" W 180.56'

HC VAN

HC

16

PUBLIC PARKING
OWNER: CITY OF AMES

TWO WAY

S 01° 07' 38" E 68.57'

N 01° 03' 36" W 69.00'

18

S 88° 57' 47" W 180.60'

FIFTH STREET
70' R/W

PROPOSED SITE PLAN - PHASE 1

SCALE: 1"=10.0'

04/08/11

SIXTH STREET 66' RW 45' B-B CONC PVMT W/ INTEGRAL CURB

N 88° 42' 32" E 180.25'

FIRST UNITED METHODIST CHURCH

CHURCH BUILDING
516 KELLOGG
OWNER: FIRST UNITED METHODIST CHURCH
BSMT FLOOR = 97.06

ONE WAY



PROPOSED ADDITION

8,530 sq ft
2 STORY

STOR WASTE

6

LIBRARY PARKING

S 01° 07' 38" E 234.10'

7

HC VAN

ACCESS EASEMENT 920 sq. ft.

ONE WAY

ONE WAY

ACCESS EASEMENT 374 sq. ft.

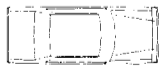
HC VAN

HC

13

PUBLIC PARKING
OWNER: CITY OF AMES

TWO WAY



15

S 88° 57' 47" W 180.60'

S 01° 07' 38" E 68.57'

AMES PUBLIC LIBRARY
BOOKMOBILE
PARKING

AMES PUBLIC LIBRARY

MAIL BOXES

BOOK DROP

WASTE

AMES PUBLIC LIBRARY

KELLOGG AVENUE 66' RW

N 01° 03' 36" W 233.30'

N 01° 03' 36" W 69.00'

FIFTH STREET
70' RW

PROPOSED SITE PLAN - PHASE 2

SCALE: 1"=10.0'

04/08/11