

COUNCIL ACTION FORM

REQUEST: CONTRACT REZONE OF PROPERTY LOCATED AT 516 S. 17TH STREET FROM “HOC” (HIGHWAY-ORIENTED COMMERCIAL) TO “RH” (RESIDENTIAL HIGH DENSITY).

BACKGROUND:

On October 13, 2015, the City Council held a public hearing for the rezoning of approximately 12 acres of property at 516 S. 17th Street (see *Attachment A – Location/Zoning Map*). Council directed staff to proceed with rezoning of the site with a contract rezoning agreement. The full October 13 Council Action Form can be found at this [link](#).

The City Council directed staff to return with a signed contract rezoning reflecting the following conditions, prior to the first reading of the ordinance for the proposed rezoning:

- A. The developer is responsible for the installation and cost of construction of traffic improvements, at the intersection of S. 16th Street and Golden Aspen Drive for either an additional lane or traffic signal based upon warrant analysis. The timing for construction and the extent of such traffic improvements will be at the direction of the City.
- B. Create a deed restricted no-build area approved by the Public Works Director in the southwest corner of the site for future South Grand extension.
- C. Reservation of future street right-of-way for the future extension of S. 17th Street to the west property line.
- D. Leasing terms to lease by the unit and timing of leasing.
- E. Development intensity limited to 209 units and 525 bedrooms, pending acceptance of traffic mitigation by the Public Works Director.

The Development Agreement as prepared by the City Attorney’s Office, in coordination with the Planning and Housing Department, addresses the items listed above (see *Attachment B – Contract Rezoning Agreement*). Provisions of the Agreement are generally described as follows:

- Public Works has accepted the traffic mitigation as proposed for Golden Aspen and Kellogg. These off-site traffic improvements, include the installation of a left-turn lane at the intersection of S. 16th Street and Golden Aspen Drive, and the striping of a left turn lane at Kellogg Avenue and S. 16th Street. The estimated current cost of the improvements is \$20,000.
- The Agreement specifies that the Developer shall reserve street area across the site for the eventual extension of South Grand Avenue to Airport Road, as shown in the Ames Area MPO Long Range Transportation Plan. In addition, the Developer agrees to create a deed-restricted no-build area on the site within the

defined South Grand Extension area. The final delineation of the area would be prior to approval of subdivision or minor site development plan.

- Future street right-of-way, at a width of 80 feet, is to be reserved for the extension of S. 17th Street from the east property line of the site to the west property line. This extension will facilitate a connection of S. 17th Street to S. Grand Avenue once the segment between S. 16th Street and U.S. Highway 30 is constructed. The exact alignment of the street will be determined prior to approval of the preliminary plat, or prior to a minor site development plan approval, if there is no further subdivision of the property.
- The Developer agrees to provide lease terms that are not solely structured upon an August 1 to July 31 lease cycle.
- The Agreement limits the intensity of development by requiring that the Developer provide a mix of studio, one-, two- and three-bedroom units, and a maximum of 525 bedrooms in the development. **This is a slight change from the original terms that limited both units and bedrooms.** The intent of this provision in the Agreement is that the City is more interested in seeing smaller units overall rather than larger units. The basis for the unit limitation was the transportation impacts associated with 209 units of development. Staff has since translated the 209 units to bedrooms (a rate of 2.5 beds per unit) to more effectively promote housing unit diversity and also provide for traffic mitigation. As part of this change, the developer also agreed to limit units to a maximum of three bedrooms, rather than a Zoning Code allowance for four or five bedroom units.

The Developer, Scott Randall, has reviewed the Agreement, as prepared by staff, and has agreed to the conditions specified in the Agreement and provided the signed contract for Council approval by November 24.

ALTERNATIVES:

1. The City Council can approve on first reading an ordinance to rezone property at 516 S. 17th Street from “HOC” (Highway-Oriented Commercial) to “RH” (Residential High Density), based upon the findings and analysis of the October 13, 2015, Council Action Form, with the signed contract rezoning agreement.
2. The City Council can keep the public hearing open and refer this item back to staff and/or the applicant for further information or for revisions to the contract and direct staff to put the item on the December 8, 2015, City Council agenda for final consideration.
3. The City Council can deny the request to rezone property at 516 S. 17th Street from “HOC” (Highway-Oriented Commercial) to “RH” (Residential High Density) if the Council finds the request is not consistent with the City’s policies and regulations.

MANAGER’S RECOMMENDED ACTION:

The applicant has worked with staff for several months on the issues and concerns involved with the rezoning of the property at 516 S. 17th Street. With Council’s direction from October 13th to proceed with finalizing a contract rezoning in support of the request to RH, staff believes the proposed contract meets the interests of the City for the rezoning of the site to RH.

Therefore, the City Manager recommends Alternative #1, that the City Council approve on first reading an ordinance to rezone property at 516 S. 17th Street from “HOC” (Highway-Oriented Commercial) to “RH” (Residential High Density), based upon the findings and analysis of the October 13, 2015, Council Action Form, with the signed contract rezoning agreement.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 516 South 17th Street, is rezoned from Highway-Oriented Commercial (HOC) to Residential High Density (RH).

Real Estate Description: Outlot B, Aspen Business Park, First Addition, Ames, Story County, Iowa.

Section 2: The real estate, as rezoned to RH, is subject to the limitations described with the Contract Rezoning Agreement as provided for in Iowa Code Section 414.5.

Section 3: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

**CONTRACT REZONING AGREEMENT BETWEEN
THE CITY OF AMES AND SCOTT E. RANDALL AND JANE S. RANDALL
CONCERNING PROPERTY LOCATED AT 516 SOUTH 17TH STREET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the CITY OF AMES, IOWA (hereinafter called “City”) and SCOTT E. RANDALL AND JANE S. RANDALL (hereinafter called “Developer”), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the Developer owns land located at 516 South 17th Street legally described as:

Outlot B, Aspen Business Park First Addition;

and

WHEREAS, Developer has applied to the City for rezoning the parcel from its present designation as HOC (Highway Oriented Commercial) to RH (Residential High Density), consistent with the Land Use Policy plan; and

WHEREAS, it has been the intention and representation of the Developer to undertake a project of construction of residential high density housing upon that tract; and

WHEREAS, the Developer’s tract is located in an area of the community which is characterized by high density residential and highway oriented commercial zones; and

WHEREAS, the Parties hereto desire to allow development of this parcel in a manner that will protect, preserve and respect the existing community, which they believe can best be accomplished with a Contract Rezoning under Iowa Code Chapter 414.5, followed by conventional zoning approvals to accomplish the development of this parcel.

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

**I.
INTENT AND PURPOSE**

A. It is the intent of this Agreement to:

1. Recognize that the Developer is the owner of the parcel located at 516 South 17th Street which is being rezoned to Residential High Density, but expressly agrees to the imposition of additional conditions as authorized pursuant to Iowa Code section 414.5.
2. Provide for cost sharing of off-site traffic improvements required for the development which is contemplated to occur on the parcel.
3. Provide space reservation for the future extension of South Grand through the parcel to the south.
4. Provide space reservation for the extension of South 17th Street to the east to the future extension of South Grand.
5. Provide assurances from the Developer as to providing a diverse opportunity for housing through construction of a mix of unit types and bedroom configurations, and with leasing terms not based on an August 1 to July 31 rental term.

**II.
OFF-SITE TRAFFIC IMPROVEMENT COSTS**

A. Off-Site Traffic Improvement Costs. With regard to off-site improvements, the Developer agrees to pay for improvements to the intersection of South 16th Street and Golden Aspen Drive, specifically to include an additional traffic lane and striping improvements on Kellogg Avenue, as needed to safely absorb the additional pedestrian and vehicular traffic generated by the development contemplated on the parcel.

The Developer's share shall be financially secured to the City in a cost amount to be determined by the City's Public Works Department, with that Department furnishing an annual update of the estimated cost. The improvements currently are estimated at a cost of \$20,000.

The Developer may construct the required improvements at their own discretion prior to direction from the City to install the required improvements. The City may require construction of the improvements by the Developer at any time and allow for the developer to complete the improvements within 12 months of written notice to construct the improvements. In the event the improvement is not complete and

accepted by the City, financial security shall be provided to the City prior to final plat approval or Minor Site Plan approval, whichever occurs first.

III. SOUTH GRAND EXTENSION

- A. Space reservation for South Grand Extension. Developer shall reserve street right-of-way across its lot for the eventual extension of South Grand Avenue, which is in the Ames Area Metropolitan Planning Organization Long Range Transportation Plan. Under this plan, South Grand Avenue shall extend onto the Developer's parcel to allow a perpendicular approach to extend the road under Hwy. 30. Exhibit A to this agreement illustrates the intended general area for reservation for an 80-foot right-of-way road. However, recognizing that the exact route is yet to be determined, the specific route location and reservation area shall be determined no later than the time of final plat approval or Minor Site Development Plan approval, whichever occurs first.

- B. Deed Restricted No-Build Zone. Developer agrees to create a deed-restricted no-build area on the site within the defined South Grand Extension area. The Developer shall not build any structures or place required development improvements necessary for use of the site on top of such land.

IV. INTENSITY AND LEASING

Developer shall provide a mix of studio, one-, two- and three-bedroom units. Development intensity shall be limited to no more than a total of 525 bedrooms. The Developer agrees to provide lease terms that are not solely structured upon an August 1 to July 31 lease cycle.

V. S. 17th STREET EXTENSION

Developer shall reserve future street right-of-way, at a width of 80 feet, for the extension of S. 17th Street to the west property line as generally represented in Exhibit A. The exact alignment of the street must be determined prior to preliminary plat approval, or prior to Minor Site Development Plan approval if there is no further subdivision of the property. The extension and final alignment of S. 17th Street shall be subject to the specifications of the City.

VI. GENERAL PROVISIONS

- A. Modification. The parties agree that this Agreement may be modified, amended or supplemented only by written agreement of the parties.

- B. General Applicability of Other Laws and Ordinances. The Developer understands and agrees that all work done by or on behalf of the Developer with respect to streets, sidewalks, shared use paths, building design and construction, and utilities (both on-site and off-site) shall be made in compliance with the Iowa Code, the Ames Municipal Code, Iowa Statewide Urban Design and Specifications and all other federal, state and local laws of general application, whether or not such requirements are specifically stated in this Agreement. All ordinances, regulations and policies of the City now existing, or as may hereafter be enacted, shall apply to activity or uses on the site.
- C. Non-Inclusion of Other Improvement Obligations. The parties acknowledge and agree that this Agreement is being executed in contemplation of a conceptual plan for development, without further review or approval of subsequent specific plans for development of the parcel. The parties acknowledge and agree that it is not possible to anticipate all the infrastructure requirements that the Developer may be required to complete to properly develop the parcel. Therefore, the parties agree that all work done by and on behalf of the Developer with respect to, but not limited to, landscaping, sidewalks, bike paths, building design, building construction and utilities, both on-site and off-site, shall be made in compliance with Iowa Code, SUDAS and all other federal, state and local laws and policies of general application, including but not limited to the Ordinances (as defined in Article VI(B) herein), whether or not such requirements are specifically stated in this Agreement.
- D. Incorporation of Recitals, and Exhibits. The recitals, together with any and all exhibits attached hereto, are confirmed by the parties as true and incorporated herein by reference as if fully set forth verbatim. The recitals and exhibits are a substantive contractual part of this Agreement.
- E. Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, including, but not limited to, language in Articles II, III, IV and V herein concerning the requirement of the Developer to comply with ordinances, regulations and policies (collectively, the "Ordinances") of the City related to the development of the parcels, the Developer hereby reserves the right to dispute, challenge, seek a waiver of and/or variance for or otherwise contest any and all of such Ordinances, and the City and the Developer hereby understand, acknowledge and agree that the execution of this Agreement shall not, in any manner, be deemed a waiver of any right of the Developer with respect to the applicability of or compliance with the Ordinances.
- F. Covenant Running With the Land. This Agreement shall run with the land and shall be binding upon Developer, and on successors, assigns, heirs and any and all future titleholders of record of the land or portions thereof.
- G. Cause of Action. This Agreement does not create or vest in any person or organization, other than the City, any rights or cause of action with respect to any performance, obligation, plan, schedule or undertaking stated in this Agreement with respect to the Developer.

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

Scott E. Randall

By _____
Ann H. Campbell, Mayor

Jane S. Randall

Attest _____
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

STATE OF IOWA, COUNTY OF STORY, ss:

This instrument was acknowledged before me on _____, 2015, by Scott E. Randall and Jane S. Randall.

On this ____ day of _____, 2015, 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, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that 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 _____, 2015, 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 the State of Iowa

Notary Public in and for the State of Iowa

Exhibit A Street Reservations



Exhibit A No Build Easement

