

**COUNCIL ACTION FORM**

**SUBJECT: MAJOR FINAL PLAT FOR THE IRONS SUBDIVISION**

**BACKGROUND:**

The City's subdivision regulations are included in Chapter 23 of the Ames Municipal Code. This "Subdivision Code" includes the process for creating or modifying property boundaries, and specifies whether any improvements are required in conjunction with the platting of property. The creation of new lots is classified as either a major or minor subdivision, with a major subdivision requiring a two-step platting process to finalize the creation of new lots. The "Preliminary Plat" is first approved by the City Council, and identifies the layout of the subdivision and any necessary or required public improvements. Once the applicant has completed the necessary requirements, including provision of required public improvements or provision of financial security for their completion, an application for a "Final Plat" may then be made for City Council approval. After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat.

The Ames Golf and Country Club and The Irons, LLC own two parcels of land north of Ames in unincorporated Story County. The City Council approved a preliminary plat for 34 residential lots on June 14, 2016. The preliminary plat was amended and approved by the City Council on September 13, 2016. The preliminary plat was approved with the following conditions:

1. Allow a total of 34 residential lots with three lots on 190<sup>th</sup> Street with design and improvement waivers (access, sidewalk, and conservation buffer for 190<sup>th</sup>) for the frontage along 190<sup>th</sup> Street.
2. Treat all public improvements as if this were in the City, requiring City review of improvement plans, on-site installation inspections, and inspection billing to the developer.
3. Apply for and obtain a City COSESCO permit and be subject to City fees and inspections for storm water.
4. Complete the Xenia Water territory buy-out and territory transfer agreement prior to final plat approval.
5. Complete an agreement prior to final plat approval requiring property owners to abandon septic systems (Advantex systems), install sewer infrastructure, and connect to City sanitary sewer when it is brought to the site.
6. Complete an agreement for phosphorus reduction plan prior to final plat approval.
7. Increase the shared-use path width along George Washington Carver Avenue from eight feet to ten feet.
8. Waive the requirement for a five-foot sidewalk along 190<sup>th</sup> Street with the developer providing the cash equivalent to be used toward a future 190<sup>th</sup> Street improvement.

The applicant has submitted the required materials and these have been reviewed. In summary, the City Council is asked to approve:

- Resolution approving the final plat
- Resolution accepting the completed improvements for the water line
- Improvement Installation Agreement and accompanying letter of credit in the amount of \$352,567.10 for yet-to-be-completed infrastructure (excluding sanitary sewer)
- \$45,640 in cash for sidewalk waiver along 190<sup>th</sup> Street
- Future Infrastructure Installation and Connection Agreement and Conservation Management Agreement
- Phosphorus Reduction Agreement
- Various easements and covenants.

The Improvement Installation Agreement provides financial security in the amount of \$352,567.10 for the installation of the ten-foot shared use path along George Washington Carver Avenue, the paving of Stange Road and Irons Court, the five-foot sidewalks along the north side of Stange Road and both sides of Irons Court and Irons Way, a sidewalk connection to Irons Way, the COSESCO permit, and miscellaneous punch list items.

The developer has provided a separate amount of \$45,640 in cash. This will be held and applied toward a future improvement along 190<sup>th</sup> Street.

**The Infrastructure Installation and Conservation Management Agreement provides the mechanism by which the owners will pay the costs of installing sanitary sewer to City specifications after annexation and when sanitary sewer is brought to the property.** This will include the costs of abandoning the private Advantex septic systems. The agreement does the same for the water lines although the cost would be limited only to the physical disconnection from the Xenia water main and connection to the City water main when it is brought to the site. The water pipes have been installed to City specification, but will be used to supply Xenia water to the lots until City water is brought to the site. This agreement also includes the Conservation Easement Management Plan detailing the steps for the establishment and maintenance of prairie grasses on the conservation easement (a 25-foot wide easement along George Washington Carver Avenue the length of the home sites).

In granting waivers to the subdivision standards in 2014, the City Council expected a reduction of at least 60 percent of current releases. The Phosphorus Reduction Agreement binds the Ames Golf and Country Club to meet the obligation to reduce phosphorus usage on the course from about 970 pounds per year to about 60 pounds per year (nearly a 94 percent reduction). The reduction in application must be completed by May 1<sup>st</sup> 2019 and AGCC must maintain records of their phosphorus use for City review.

The City Council approved a territory transfer agreement with Xenia on November 15, 2016 whereby the developer will install water lines to City specifications, but connect to the Xenia water main in George Washington Carver Avenue. Xenia would continue to provide water to the development until such time as City water is brought to the site. A separate agreement between Xenia and the developer bought out the service territory rights.

**ALTERNATIVES:**

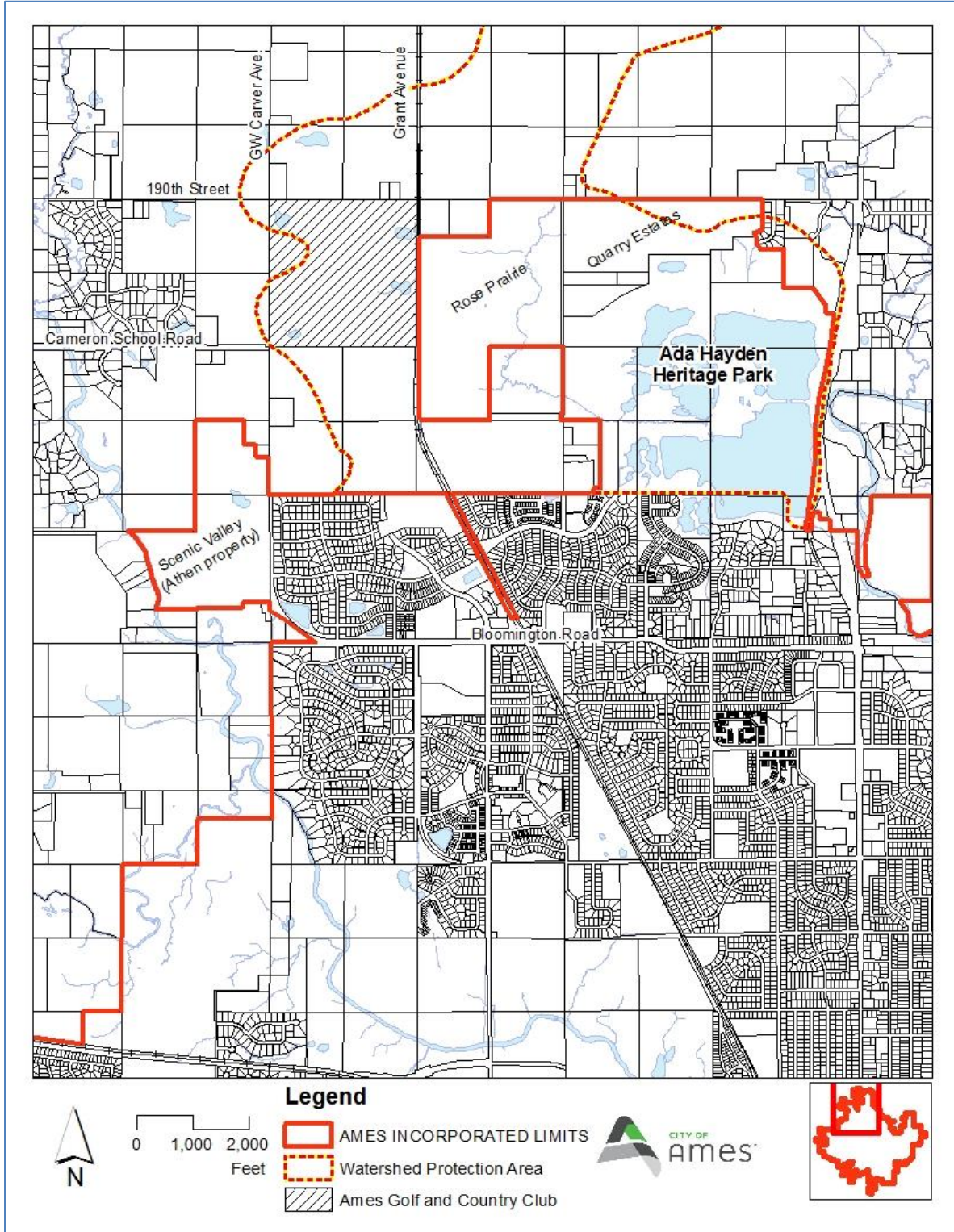
1. The City Council can take the following actions:
  - a. Approve the Final Plat of The Irons, based upon the staff's findings that the Final Plat conforms to relevant and applicable design standards, approved preliminary plat with conditions, ordinances, policies, and plans.
  - b. Accept the completed public infrastructure and the financial security in the amount of \$352,567.10 for the remaining improvements.
  - c. Accept the \$45,640 in lieu of sidewalk installation to be used for future improvements on 190<sup>th</sup> Street.
  - d. Approve the Infrastructure Installation and Conservation Management Agreement with The Irons
  - e. Approve the Phosphorus Reduction Agreement with the Ames Golf and Country Club.
2. The City Council can deny the Final Plat for The Irons if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed or does not meet the conditions imposed by the preliminary plat.

**CITY MANAGER'S RECOMMENDED ACTION:**

City staff has evaluated the proposed final subdivision plat and determined that the proposal is consistent with the preliminary plat and conditions approved by City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code. The appropriate financial security has been provided in accordance with Chapter 23 of the Ames *Municipal Code* and with the conditions of approval of the preliminary plat.

**Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as described above.**

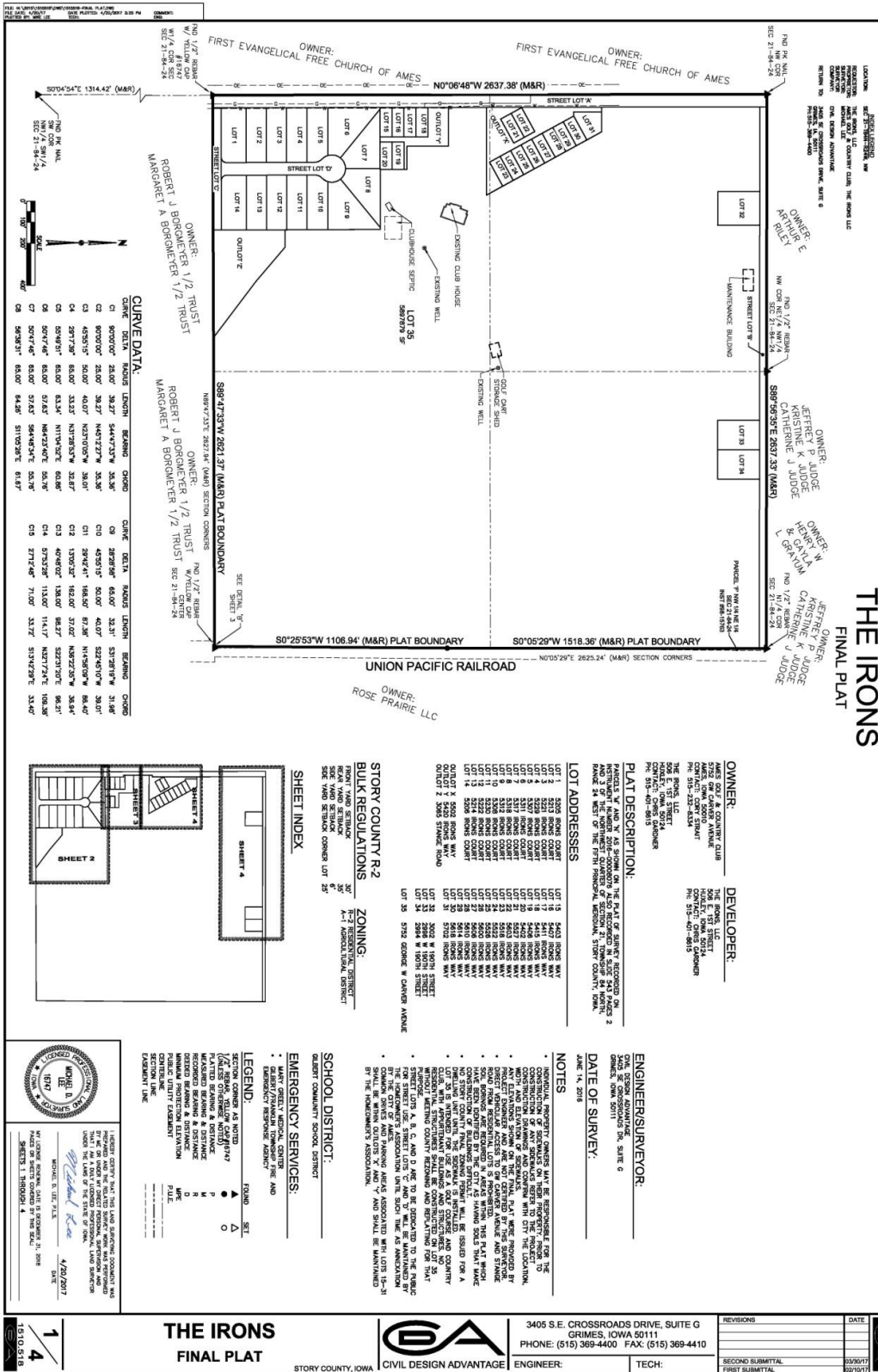
# ATTACHMENT 1: LOCATION MAP

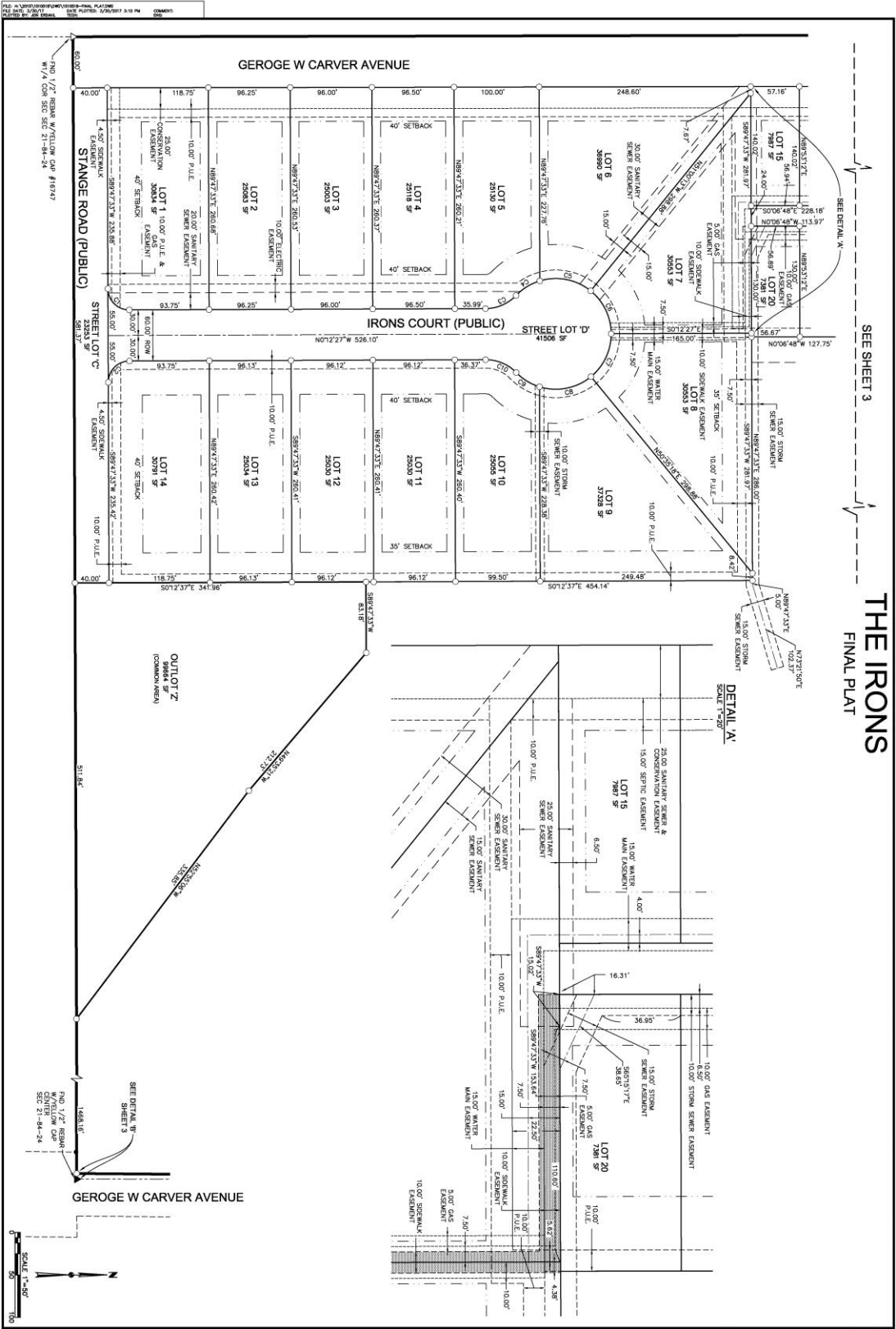


## ATTACHMENT 2: LOT LAYOUT AND AERIAL



# ATTACHMENT 3: THE IRONS [NORTH TO THE RIGHT]





SEE SHEET 3

**THE IRONS**  
FINAL PLAT

	<p><b>THE IRONS</b> FINAL PLAT</p>		<p>3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 389-4400 FAX: (515) 389-4410</p>	REVISIONS	DATE
				<p>ENGINEER:</p>	<p>TECH:</p>







## Applicable Laws and Policies Pertaining to Final Plat Approval

Adopted laws and policies applicable to this case file include, but are not limited to, the following:

### Ames *Municipal Code* Section 23.302

(10) City Council Action on Final Plat for Major Subdivision:

(a) All proposed subdivision plats shall be submitted to the City Council for review and approval. Upon receipt of any Final Plat forwarded to it for review and approval, the City Council shall examine the Application Form, the Final Plat, any comments, recommendations or reports examined or made by the Department of Planning and Housing, and such other information as it deems necessary or reasonable to consider.

(b) Based upon such examination, the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these Regulations, to other City ordinances and standards, to the City's Land Use Policy Plan and to the City's other duly adopted plans.

(c) The City Council may:

(i) deny any subdivision where the reasonably anticipated impact of such subdivision will create such a burden on existing public improvements or such a need for new public improvements that the area of the City affected by such impact will be unable to conform to level of service standards set forth in the Land Use Policy Plan or other capital project or growth management plan of the City until such time that the City upgrades such public improvements in accordance with schedules set forth in such plans; or,

(ii) approve any subdivision subject to the condition that the Applicant contribute to so much of such upgrade of public improvements as the need for such upgrade is directly and proportionately attributable to such impact as determined at the sole discretion of the City. The terms, conditions and amortization schedule for such contribution may be incorporated within an Improvement Agreement as set forth in Section 23.304 of the Regulations.

(d) Prior to granting approval of a major subdivision Final Plat, the City Council may permit the plat to be divided into two or more sections and may impose such conditions upon approval of each section as it deems necessary to assure orderly development of the subdivision.

(e) Following such examination, and within 60 days of the Applicant's filing of the complete Application for Final Plat Approval of a Major Subdivision with the Department of Planning and Housing, the City Council shall approve, approve subject to conditions, or disapprove the Application for Final Plat Approval of a Major Subdivision. The City Council shall set forth its reasons for disapproving any Application or for conditioning its approval of any Application in its official records and shall provide a written copy of such reasons to the developer. The City Council shall pass a resolution accepting the Final Plat for any Application that it approves.

*(Ord. No. 3524, 5-25-99)*

# INFRASTRUCTURE INSTALLATION AND CONSERVATION MANAGEMENT AGREEMENT

**Preparer Information:**

Lisa R. Wilson  
475 Alice's Road, Suite A  
Waukee, Iowa 50263  
(515) 369-2502

**Taxpayer Information:**

Story County, Iowa  
Administration Building  
900 Sixth Street  
Nevada, Iowa 50201

**Return Document To:**

Wilson Law Firm, P.C.  
475 Alice's Road, Suite A  
Waukee, Iowa 50263

**Grantor:**

The Irons, L.L.C.

**Grantee:**

City of Ames, Iowa

**Legal Description:**

Lots One (1) through Thirty-two (32), and Outlots X and Y, in The Irons, an Official Plat, Story County, Iowa.

**Document or instrument number of previously recorded documents:**

N/A

## **Infrastructure Installation and Conservation Management Agreement**

**THIS** Infrastructure Installation and Conservation Management Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Ames, Iowa (“City”) and The Irons, L.L.C., an Iowa limited liability company (“Property Owners”) concerning Lots One (1) through Thirty-two (32), and Outlots X and Y, in The Irons (collectively “Lots” and individually “Lot”).

**WHEREAS**, the Property Owners acknowledge the Property is currently located within the county limits of Story County, Iowa but the City intends to annex the Property into the City of Ames as some point in the near future.

**WHEREAS**, once the Lots have been annexed into the City, it will be necessary for the Property Owners to connect to City water and sanitary sewer.

**WHEREAS**, in consideration of the City providing water and sanitary sewer service to the Lots, and in consideration of the Property Owners connecting to the City water and sanitary sewer services, the parties agree to certain matters as set out in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. As reasonably practicably after annexation, the City agrees to provide public water service (“Water Service”) and sanitary sewer service (“Sanitary Sewer Service”) to the southern boundary of the Lots for the use of the Property Owners.
2. Once Water Service is available to the Lots, the Property Owners, or its successors or assigns, agree to immediately disconnect water service from Xenia and connect to the City’s Water Service. Property Owners are responsible for payment of all connection and disconnection fees at the time the Property, or any portion thereof, is connected to the Water Service.
3. Once Sanitary Sewer Service is available to the Lots, the Property Owners agree to immediately disconnect from and abandon any existing septic system and connect to the City’s Sanitary Sewer Service. Property Owners are responsible for payment of all connection fees at the time the Lot(s) is/are connected to the Sanitary Sewer Service.
4. Property Owners, its/their successors and assigns, at its/their respective sole cost and expense, shall be responsible for the installation of all sanitary sewer infrastructure necessary to connect to the Sanitary Sewer Service within easement areas previously provided to the City in connection with the final plat of The Irons and consistent with City specifications. All sanitary sewer infrastructure, except individual service lines, will be owned, operated and maintained by the City.

5. Property Owners acknowledge the existence of the Conservation Easement Management and Public Outreach and Education Plan (“Conservation Plan”) developed by The Irons, L.L.C., and benefitting the City regarding management of conservation easement areas, a copy of which is attached hereto as Exhibit “A” and made a part hereof. Upon execution of this Agreement, Property Owners agree to be bound by said Conservation Plan.

6. In the event a breach by a party of its obligations under this Agreement is not cured within thirty (30) days following the date of written notice from the other party to the breaching party, the non-breaching party shall be entitled to exercise all rights and remedies available at law or in equity including, but not limited to, the right to obtain damages (including attorney fees and costs), restitution, specific performance, and injunctive relief. All rights and remedies provided for herein or which are otherwise available at law or in equity shall be distinct, separate, and cumulative, and may be exercised concurrently, independently or successively in any order whatsoever and as often as the occasion therefore arises.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

8. This Agreement shall run with the land and be binding upon and shall inure to the parties and their successors and assigns.

9. Time is of the essence in performance of this Agreement.

**EXECUTED** the day and year first above written.

**City of Ames, Iowa**

**The Irons, L.L.C.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Gardner, Manager

**STATE OF IOWA, \_\_\_\_\_ COUNTY, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Ames, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Christopher Gardner, Manager of The Irons, L.L.C.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT "A"

Conservation Plan

# THE IRONS

## CONSERVATION EASEMENT MANAGEMENT AND PUBLIC OUTREACH AND EDUCATION PLAN

### SITE PREPARATION

#### April - May 2017

- Mow existing grass/vegetation until herbicide application
- Apply glyphosate for grasses, aminopyralid for broadleaf vegetation
- Inspect as green-up occurs, perform additional treatments as necessary
- Prior to seeding, till easement area to 6" depth. Hand broadcast high density seed mix of short prairie species, with grasses and flowering species with a wide range of blooming times.

### CONSTRUCTION PHASE MAINTENANCE & PROTECTION

#### Weeds must be kept under control in all areas near the conservation easement area.

- Do not allow weeds to go to seed. Control by mowing or spraying as construction progresses. If spraying, protect the easement area from overspray.

### VEGETATION ESTABLISHMENT

#### Spring through Fall 2017

- Inspect seeded areas regularly for weed encroachment
- Weed or mow if weed encroachment begins to shade desired seedlings.
- Manually remove weeds where feasible – this is the preferred method.
- Spot mow if necessary where weeds are dense
- Damaged or poorly developed areas should be evaluated and reseeded.
- Monitor for invasive tree seedlings, remove as necessary

#### Spring through Fall 2018

- Mow easement area in early spring
- Continue maintenance as outlined above

### LONG-TERM MAINTENANCE

- The conservation easement areas are owned by the individual lot owners whose lots the easement crosses. However, the easement will be maintained by The Irons Homeowners Association. Maintenance will be contracted for and performed according to this document. Cost of maintenance will be funded by Association dues.
- Once established, the easement area should be mowed annually, in late spring.
- Once established, the easement area should be annually evaluated by a professional experienced in the management of such areas. The easement should be inspected for weeds, tree seedlings, and any invasive species, as well as for any physical damage. A restoration and/or repair solution shall be promptly determined and executed, following the procedures as outlined above.
- Exceptionally wet or dry periods may result in the reduction of desirable species. The annual evaluation shall include review of thin, weak, and poorly established vegetation. Recommendations shall be made for the re-establishment of these areas. The subject areas shall be re-seeded or planted with live plants and monitored and maintained to ensure re-establishment.

- Individual homeowners, the homeowners association, their lawn care providers, and the City and County road maintenance departments shall be made aware of the necessity of protecting the easement area.
- The shared use path will serve as a separator between the GW Carver r.o.w. and the easement, but care must be taken to protect the easement area from overspray when the City/County performs weed control.
- Separation of lawn and prairie areas:
  - A 1' wide limestone chip band be used to communicate the fact that the prairie area is intentional and not just a failure of maintenance.
  - Landscape boulders can also serve as lawn/easement delineation markers to prevent encroachment of mowing into easement areas. Plaques mounted to the boulders can provide further information regarding the easement area.

### **PUBLIC OUTREACH & EDUCATION**

Naturalized or restored prairie areas are viewed by some as weedy and unsightly, especially during the establishment period. To address this, the following Education and Outreach is proposed:

- A document shall be prepared, to be given to all potential homeowners, describing the value, nature, establishment process, and maintenance and protection procedures relative to the easement area. This document will be available at the Golf Course as well.
- On-site signage will be implemented during the establishment period, describing the establishment process and communicating expectations. Once established permanent signage should be used to describe the value, benefits, and expectations for the area.





## **PHOSPHOROUS REDUCTION AGREEMENT**

**Preparer Information:**

Lisa R. Wilson  
475 Alice's Road, Suite A  
Waukee, Iowa 50263  
(515) 369-2502

**Taxpayer Information:**

Story County, Iowa  
Administration Building  
900 Sixth Street  
Nevada, Iowa 50201

**Return Document To:**

Wilson Law Firm, P.C.  
475 Alice's Road, Suite A  
Waukee, Iowa 50263

**Grantor:**

Ames Golf and Country Club a/k/a Ames Golf & Country Club

**Grantee:**

City of Ames, Iowa

**Legal Description:**

Lot 35 in The Irons, an Official Plat, Story County, Iowa.

**Document or instrument number of previously recorded documents:**

N/A

## **Phosphorous Reduction Agreement**

**THIS** Phosphorous Reduction Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Ames, Iowa (“City”) and Ames Golf and Country Club a/k/a Ames Golf & Country Club (“Property Owners”) concerning Lot 35 in The Irons (“Property”).

**WHEREAS**, the Property Owners acknowledge the Property is currently located within the county limits of Story County, Iowa but the City intends to annex the Property into the City of Ames as some point in the near future.

**WHEREAS**, at the request and direction of the City of Ames, the Property Owners have developed a plan for reducing the use of phosphorus.

**NOW, THEREFORE**, the parties agree as follows:

1. Property Owners acknowledge the existence of the Phosphorous Reduction Plan (“Reduction Plan”) developed by Ames Golf and Country Club, and benefitting the City regarding the management and reduction of the use of phosphorus on the Property, a copy of which is attached hereto as Exhibit “A” and made a part hereof. Upon execution of this Agreement, Property Owners agree to be bound by the terms and obligations included in said Reduction Plan and shall become fully compliant no later than May 1, 2019.

2. In the event a breach by a party of its obligations under this Agreement is not cured within thirty (30) days following the date of written notice from the other party to the breaching party, the non-breaching party shall be entitled to exercise all rights and remedies available at law or in equity including, but not limited to, the right to obtain damages (including attorney fees and costs), restitution, specific performance, and injunctive relief. All rights and remedies provided for herein or which are otherwise available at law or in equity shall be distinct, separate, and cumulative, and may be exercised concurrently, independently or successively in any order whatsoever and as often as the occasion therefore arises.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

4. This Agreement shall run with the land and be binding upon and shall inure to the parties and their successors and assigns.

5. Time is of the essence in performance of this Agreement.

**EXECUTED** the day and year first above written.

**City of Ames, Iowa**

**Ames Golf and Country Club a/k/a Ames  
Golf & Country Club**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF IOWA, \_\_\_\_\_ COUNTY, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Ames, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, the \_\_\_\_\_ of Ames Golf and Country Club a/k/a Ames Golf & Country Club.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT "A"

Reduction Plan

**Phosphorus Reduction Plan  
Ames Golf and Country Club  
April 1st, 2016**

In order to properly maintain our Golf Course with the current irrigation system and current strain of Blue Grass we apply phosphorus at the following recommended levels:

<i>Greens:</i>	<i>4 Acres = 164 LBS</i>
<i>Tee 's:</i>	<i>2.2 Acres = 50 LBS</i>
<i>Blue grass Fairways:</i>	<i>24 Acres = 660 LBS</i>
<i>Sod Farms:</i>	<i>3.5 Acres = 100 LBS</i>
	<i>Total = 974 LBS</i>

*Weather permitting, some years exceed 1,000 LBS of phosphorus due to our poor watering capability.*

In order to properly maintain our Golf Course with a proposed new irrigation system and a proposed new strain of Bent or Low Mow Blue Grass we will apply phosphorus at the following recommended levels:

<i>Greens:</i>	<i>4 Acres = 30 LBS</i>
<i>Tee 's:</i>	<i>2.2 Acres = 30 LBS</i>
<i>Fairways:</i>	<i>24 Acres = 0 LBS</i>
<i>Sod Farms:</i>	<i>Acres = 0 LBS</i>
	<i>Total = 60 LBS</i>

As you can see, the above rates are well below the "allotted" 236LBS AGCC will be allowed to put down due to the agreement with the City of Ames at the 60% reduction of phosphorus.

Currently, we believe that 70% of our ground water runoff, including phosphorus residue, is filtered by our current ponds.

The Reason for the reduction is due to two factors. Bent and Low Mow Blue grass does not require over seeding which in turn eliminates the need for fertilizer (phosphorus). The other factor is proper water control due to a new irrigation system. Nick E. Christians, (Professor of Horticulture at ISU, Author, and multiple award recipient,) has outlined studies showing that with proper water control you can actually use less fertilizer yet and ensure that 100% of the phosphorus is consumed by the plant fully eliminating any leaching.

I am confident that the levels listed above are accurate as Veenker went through a similar conversion process a few years ago and has shared their experience with us. John Newton, (Veenker Superintendent), has confirmed that has almost eliminated phosphorus.

Future phosphorus amounts will be monitored through Ames Golf and Country Club monthly and provide logs to the City of Ames upon request.



Cory Strait  
General Manager  
Ames Golf and Country Club