

COUNCIL ACTION FORM

SUBJECT: JOINT USE PARKING PLAN FOR 119 WASHINGTON AVENUE & 414 LINCOLN WAY

BACKGROUND:

On April 27, 2021 the City Council considered a proposed Joint Use Easement Agreement for 119 Washington Avenue and 414 Lincoln Way. After reviewing the agreement and discussing the details of the banquet hall use and funeral home use, City Council directed staff to return with a revised Council Action Form and agreement that incorporated relevant analysis of the proposals pursuant to the Council's discussion and any additional details staff believes are needed within the Agreement.

In response to the direction from City Council, staff has worked with the applicant and his attorney to revise the Joint Use Easement Agreement to address concerns of the Council. This Council Action Form has been revised to reflect changes made to the Agreement.

Continue Care Real Estate Holdings LLC is the owner of properties located at 119 Washington Avenue and 414 Lincoln Way. **The property owner/applicant is requesting approval of a Joint Use Easement Agreement to allow the joint use of parking spaces at 414 Lincoln Way (Grandon Funeral and Cremation Care) with a proposed banquet hall at 119 Washington Avenue (former location of Ron's Auto Repair Center).** The two properties are located across an alley from each other. (Location Map-Attachment A)

When a site cannot meet the parking required by the Zoning Ordinance, the option for joint use parking is permitted with City Council approval, if it can be shown that peak demand of the two facilities would allow for both uses to be accommodated during their times of peak parking demand. **In this case, the funeral home and banquet hall are owned by the same business which will enable the property owner to coordinate the timing and use of the two facilities.**

The proposed banquet hall would be used as a place where family and friends can gather following funeral services and in addition would be used as a banquet hall for other events and gatherings that do not conflict with times the funeral home is allocated use of the joint use parking spaces. The seating capacity of the banquet hall is ninety-nine (99) people, in addition to staff and catering. The proposed Minor Site Development Plan for the banquet hall includes twenty (20) on-site parking spaces, including two (2) van-accessible handicap parking spaces. A minimum of forty (40) spaces are required by the Zoning Ordinance for the proposed use. **The applicant desires to utilize the available parking spaces at the funeral home to make up for the deficit in the number of parking spaces required for the banquet hall.**

The funeral home is located to the north across the alley from the proposed banquet hall and has thirty-nine (39) parking spaces. The funeral home was required to have a minimum of thirty-three (33) parking spaces at the time of approval of their Site Plan and Special Use Permit. The owner of the funeral home describes the peak use of the facility as an average of 8-12 high-capacity events (e.g., exceeding approximately 10 people) per month based upon his use over the past few years. The events are scheduled for approximately three hours. The remaining time of the day, the use of the site is limited to routine employee and customer visits.

The owner of the funeral home property is willing to restrict funeral home use and grant the joint use of twenty (20) parking spaces within its parking lot to the banquet hall and reserves the right to designate the location of the twenty (20) marked parking spaces as part of the Joint Use Agreement. The marked parking spaces shall be reserved for the Parcel 1 (the funeral home site) for three (3) hours per day, not more than twelve (12) days per month. Except for the times the marked parking spaces are reserved for Parcel 1, the marked spaces shall be reserved for Parcel 2 (the banquet hall site). At no time may Parcel 2 schedule an event that conflicts with the time reserved to Parcel 1.

Based upon the infrequent use of the Funeral Home for peak demand related to high-capacity events, joint use of 20 spaces can be approved per the findings of the addendum to this report. **To ensure the ongoing operations remains consistent with the description of the uses, the Joint Use Easement Agreement states that the principal uses of neither Parcel may be changed without approval by the City.**

When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. Those criteria, along with staff comments, are included in the attached Addendum section of this report.

ALTERNATIVES:

1. Approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way, as described in the attached "Joint Use Easement Agreement." Approval of the Agreement would allow for staff approval of the Minor Site Development Plan for the banquet hall. *(Note-the signed agreement must be returned prior to the Council meeting)*
2. Approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way with modifications required to the "Joint Use Easement Agreement."
3. Deny the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way.
4. Refer this request to staff for further information.

CITY MANAGER’S RECOMMENDED ACTION:

The parking projection for this joint use is realistic in this case and staff believes that the parking demand of the proposed banquet hall can easily be accommodated on the funeral home site during times that the funeral home is not conducting a funeral service. Although there is not a direct sidewalk connection between the two sites, the short crossing of the alley is a reasonable distance between the two establishments and is within the general rule of 300 feet applied to remotely located parking spaces. Staff has ensured that the banquet hall site improvements comply with ADA accessible parking spaces in both locations, only standard spaces are intended for joint use parking.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way, as described in the attached “Joint Use Easement Agreement.”

ADDENDUM

Approval of a Joint Use Parking Plan. When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. These criteria, along with staff comments are as follows:

- 1. The analysis presents a realistic projection of parking demands likely to be generated.**

Staff Comments: Table 29.406(2) of the Zoning Ordinance requires a banquet hall to provide fourteen (14) parking spaces for every 1,000 square feet of gross floor area. Applying this parking standard to the banquet hall results in a minimum of forty (40) parking spaces. The parking standard for the funeral home requires a minimum of thirty-three (33) parking spaces. There are thirty-nine (39) existing spaces on the site.

Marking the location of twenty (20) joint use parking spaces in the funeral home parking lot and allowing the banquet hall to use the twenty (20) parking spaces, except for three (3) hours per day, not more than twelve (12) days per month clearly specifies when the funeral home and the banquet hall each have the right to use the twenty (20) marked parking spaces.

- 2. Peak demand is sufficiently distinct so that the City Council is able to clearly identify a number of spaces for which there will rarely be overlap of parking demand.**

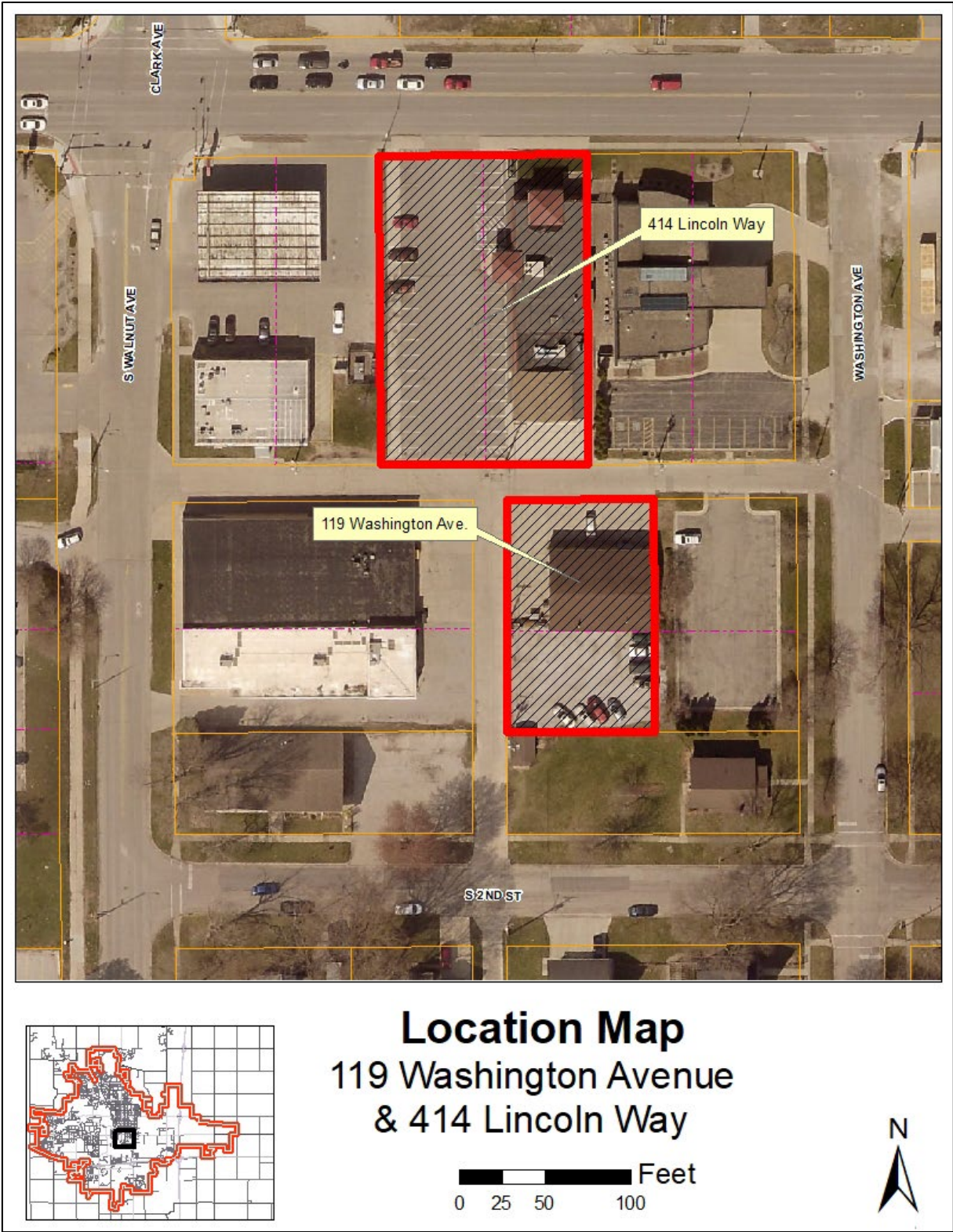
Staff Comments: In the case of funerals and similar high-capacity events, the applicant proposes to limit its use consistent with his average levels of use for the past few years. At other times there are minimal people present on the site for use of the 39 parking spaces that exist on the site.

The banquet hall will have use of the twenty (20) shared parking spaces at all times other than three (3) hours per day, not more than twelve (12) days per month when the funeral home will have use of the twenty (20) spaces. Furthermore, the agreement states that the banquet hall cannot operate and event during the reserved times for use by the funeral home, this ensures that no overlap will occur.

- 3. Rights to the use of spaces are clearly identified so as to facilitate enforcement.**

Staff Comments: The Agreement states that the twenty (20) marked parking spaces shall be reserved for Parcel 1 (the funeral home) for three (3) hours per day, not more than twelve (12) days per month. Except for the time the marked parking spaces are reserved for Parcel 1, the marked parking spaces shall be reserved for Parcel 2 (the banquet hall). At no time may Parcel 2 schedule an event that conflicts with the time reserved for Parcel 1.

Attachment A
Location Map



DRAWING FILENAME		
K:\proj\5020\501-21A Grandin Funeral Home\Drawings\Civil\501-21A_BASE.dwg		
PLOT STYLE TABLE	LAYER PNAME NAME	LAYOUT NAME
ForGreyscale.ctb		CS:1



Joint Use Easement Agreement

Know All Persons: This is an Agreement by and between adjacent landowners and the City of Ames, Iowa, upon the following terms and conditions:

- 1 **Definitions.** When used in this instrument, unless otherwise required by the context:
 - 1.1 “Owner” means **Continue Care Real Estate Holdings, LLC**, an Iowa limited liability company, with principal offices in Ames, Iowa.
 - 1.2 “Parcel 1” means the tract located at 414 Lincoln Way (currently county Parcel No. 09-11-101-030) legally described as:
Lots 3 and 4 in Block 4 of Black’s Addition to Ames, Iowa.
 - 1.3 “Parcel 2” means the tract located at 119 Washington Ave (currently county Parcel No. 09-11-101-075) legally described as:
Parcel E, in a part of Lots 8 and 9, Block 4, Black’s Second Addition, in the City of Ames, as shown on the Plat of Survey recorded in the office of the Recorder of Story County, Iowa, on March 31, 2021, and recorded as Instrument No. 2021-03905.
 - 1.4 “Joint Use Area” means the West 75 feet and the South 20 feet of the East 45 feet of Parcel 1.
 - 1.5 “City” means City of Ames, Iowa, an Iowa municipal corporation.
- 2 **Circumstances & Purpose.** Parcel 1 is adjacent (across a public alley) to Parcel 2. Owner has acquired both Parcel 1 and Parcel 2. Owner uses Parcel 1 for a funeral home. Owner plans use of Parcel 2 for a banquet hall. In order to satisfy certain zoning requirements of City for the use of Parcel 2 as a banquet hall, Owner desires to provide for parking in the Joint Use Area as provided in section 29.406(17) of the Ames Municipal Code.
- 3 **Joint Use Area Reserved on Parcel 1.** For valuable consideration, including the mutual promises contained herein, Owner does hereby reserve for Owner and for its successors and assigns, for the uses and upon the conditions hereinafter recited, the perpetual right to enter upon the Joint Use Area. The easement rights granted or reserved under this instrument shall be appurtenant to Parcel 2.
- 4 **Easement Uses.** Owner does hereby reserve for Owner of Parcel 2 and for its successors and assigns, guests and invitees, the right within, over, upon, and across the Joint Use Area to park vehicles within not fewer than 20 marked parking spaces, together with a right of ingress to and egress from the adjacent public rights-of-way. The Owner of neither Parcel shall obstruct or impair the use by the Owner of the other Parcel of the Joint Use Area or the driveway access to the marked parking spaces. Owner expressly reserves for Owner the right appurtenant to Parcel 1 the sole right and authority to designate the location of the 20 marked parking spaces to be utilized for Parcel 2. The marked parking spaces shall be reserved for Parcel 1 for 3 hours per day,

not more than 12 days per month. Except for the times the marked parking spaces are reserved for Parcel 1, the marked parking spaces shall be reserved for Parcel 2. At no time may Parcel 2 schedule an event that conflicts with the time reserved to Parcel 1. At the sole cost of Owner of Parcel 2, Owner of Parcel 1 shall erect signage designating spaces for use by Parcel 2 and giving notice of times when such spaces are reserved.

5 Maintenance. The cost of maintenance and repair of the Joint Use Area in a usable, neat, and uniform manner shall be shared by the owners of the respective Parcels as follows: 73.61 percent to Parcel 1 and 26.39 percent to Parcel 2.

6 City Approval. City approves the easements herein as satisfying City's conditions for zoning approvals for the concurrent uses of Parcel 1 for a funeral home and Parcel 2 for a banquet hall. Owner agrees for Owner and for Owner's successors and assigns that the easements described herein shall not be released, terminated, or the uses materially diminished without the consent of City. The principal uses of neither Parcel may be changed without approval by the City. City agrees that consent to modification or termination shall not be unreasonably withheld. City and Owner agree that after having given 30 days' notice to the City that the use upon Parcel 2 for which this record was established has terminated, Owner of Parcel 1 may record an instrument documenting such termination of use and notice.

7 Interpretation. Words and phrases used in this instrument shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. This instrument shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this instrument are for convenience only and in no way define or limit the scope or intent of any provisions of this instrument.

In Witness of this Instrument, Owner and City have executed this record as follows:

CONTINUE CARE REAL ESTATE
HOLDINGS, LLC, Owner

Dated May ____, 2021

By: _____

Timothy R. Grandon, Member

STATE OF IOWA, COUNTY OF STORY, SS.:

Timothy R. Grandon as member of Continue Care Real Estate Holdings, LLC, acknowledged this record before me on May ____, 2021.

Place STAMP of Notarial Officer Below

NOTARY PUBLIC

Approved by the City Council of the City of Ames, Iowa, at a meeting thereof on the ____ day of _____, 2021.

Dated the ____ day of _____, 2021.

CITY OF AMES, IOWA

Attest:

By:

John A. Haila, Mayor

By:

Diane R. Voss, City Clerk

Space below reserved for City SEAL

STATE OF IOWA, COUNTY OF STORY, SS.:

John A. Haila and Diane R. Voss as mayor and city clerk of the City of Ames, Iowa, acknowledged this record before me on the ____ day of _____, 2021.

Place STAMP of Notarial Officer Below

NOTARY PUBLIC