

PKts. 1-04-19



Diane, would you be able to pass this on to John Hailla and members of the Ames City Council to place in their "non agenda" packet on January 9? THANK YOU!

Steve Burgason

to:

dvoss@city.ames.ia.us

01/02/2019 03:35 PM

Cc:

"Kelly Diekmann", "Keith Arneson", "Steve Burgason"

Hide Details

From: "Steve Burgason" <sburgason@yahoo.com>

To: "dvoss@city.ames.ia.us" <dvoss@city.ames.ia.us>

Cc: "Kelly Diekmann" <kdiekmann@city.ames.ia.us>, "Keith Arneson" <keithdarneson@gmail.com>, "Steve Burgason" <sburgason@yahoo.com>

Please respond to "Steve Burgason" <sburgason@yahoo.com>

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1 Attachment



Pre-Annexation Agreement_Frame Property-12-30-13 (3).pdf

To the honorable Mayor of Ames and members of Ames City Council,

I am writing to ask the Ames City Council for a referral to get direction on our request for a pre-annexation agreement similar to RESOLUTION NO 13-583 adopted on December 30, 2013 between the Ames City Council and the Jamie and Brian Frame Property. (see attachment).

I have been meeting with the landowners in South Ames and have an agreement from the Roths, Hicks, Skarshaugs and Burgasons to apply for a voluntary annexation conditioned on a similar agreement from the Ames City Council. I believe with this agreement we could bring in up to 155 acres for annexation. This in turn would allow us to begin our development process to bring a "Serenbe-Type" development into the South Ames/ISU Research Park Corridor.

To clarify the salient points of this RESOLUTION NO, 13-583 I've listed out the following:

RESOLUTION NO. 13-583...RESOLUTION APPROVING PRE-ANNEXATION AGREEMENT FOR JAMIE AND BRIAN FRAM PROPERTY FOR THE CITY OF AMES (Adopted December 30, 2013)

My understanding is that the concessions within this agreement would be for those willing to annex only.

the key point to this resolution (page 2) is as follows:

WHEREAS, the city desires to bring Owners property into the City under a voluntary process and is willing to provide cost reductions for infrastructure connection in exchange for their voluntary annexation.

In RESOLUTION NO 13-583 the crucial elements regarding City Obligations were:

A. Water and Sewer Connections

1. "At the time the Owners choose to connect for each of these services, the city will require the Owners to pay the connection fee for an 80 lineal foot width lot at the connection fee rate in effect under the city Code (the rate presently in effect for the connection is \$18 per lineal foot)

B. Grant Avenue Paving. (Cedar Lane Paving as 530th Avenue is already paved)

1. "The City absolved the Owners of responsibility to pay for the paving of Grant Avenue (Cedar Lane) as a two lane street

C. Easements.

1. The City agrees that, if easements for construction or utilities are needed, or the right-of-way is needed for construction of Grant Avenue (Cedar Lane), the City will pay for any survey costs and acquisition plat preparation associated with those easements or right-of-way. The City shall make appropriate restoration to City standards of the vegetation or landscaping improvements affected by the construction.

In RESOLUTION NO 13-583 the crucial elements regarding Owners Obligations seem straight forward and seemingly would be acceptable to the land owners.

In closing, I want to reiterate that we are excited and ready to make this happen on our end. Thank you for your consideration on this matter.

Respectfully,

Steve Burgason

Steve Burgason
Sburgason@yahoo.com
cell: +1.515.203.6159 | www.burgiescoffee.com

Everyone Has a Story Worth Telling

50.
H Instrument: 2015- 00008123
D Date: Aug 20, 2015 09:49:02A
0 Rec Fee: 25.00 E-Com Fee: 1.00
G Aud Fee: .00 Trans Tax: .00
R Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Stacie L. Herridge, County Recorder

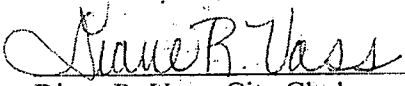
DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER
Prepared by: Judy K. Parks, City Attorney, 515 Clark Avenue, Ames, IA 50010 Phone: 515-239-5146
(en) Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5105

RESOLUTION NO. 13-583

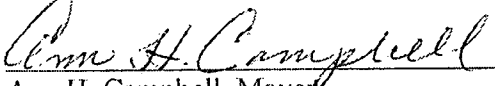
**RESOLUTION APPROVING PRE-ANNEXATION AGREEMENT
FOR JAMIE AND BRIAN FRAME PROPERTY
FOR THE CITY OF AMES**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that the Pre-Annexation Agreement for the Jamie and Brian Frame property is hereby approved as attached hereto and made a part hereof by this reference.

ADOPTED THIS 30th day of December, 2013.



Diane R. Voss, City Clerk



Ann H. Campbell, Mayor

- Introduced by: Davis
- Seconded by: Larson
- Voting aye: Davis, Larson, Orazem, Wacha
- Voting nay: Goodman Absent: Szopinski

Resolution declared adopted and signed by the Mayor this 30th day of December, 2013.

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

Prepared by: Judy K. Parks, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 511, Ames, IA 50010

**AGREEMENT PERTAINING TO THE
ANNEXATION OF LAND TO BE IN THE CITY OF AMES**

THIS AGREEMENT, made and entered into this 30th day of December, 2013, by and between the City of Ames, Iowa (hereinafter called "City") and Brian A. Frame and Jamie R. Frame (hereinafter called "Owners), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the Property involved in this agreement is the homestead that Owners have owned and resided in since March of 1998; and

WHEREAS, Owners' property had at one time been distant from the north corporate limits of the City of Ames, but growth and expansion of the City has led to the situation that they are going to be surrounded by land which is inside the City limits; and

WHEREAS, the Owners hereto desire the opportunity to participate in and enjoy certain contemplated improvements to be installed as the lands contiguous to their property join the City and develop, and to obtain the benefit of City services that are only available to those within the City; and

WHEREAS, Owners will apply to the City for annexation of their property so that they may also enjoy and participate in those improvements and services; and

WHEREAS, the City desires to bring Owners' property into the City under a voluntary process and is willing to provide cost reductions for infrastructure connection in exchange for their voluntary annexation.

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

**I.
INTENT AND PURPOSE**

It is the intent of this agreement to:

1. Acknowledge that the Owners and the City desire to have Owners' property become part of the City; and
2. Describe the property subject to this agreement and its ownership; and
3. Provide for the conditions under which the Owners may participate in certain infrastructure improvements occurring in conjunction with the urban development of the land contiguous to their property in exchange for voluntarily annexing their property to the City.

**II.
PROPERTY AND OWNERSHIP**

The Property which is the subject of this agreement is described as follows:

Parcel 'C' in the Northwest Quarter (NW 1/4) of Section 22, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on February 6, 1998, and recorded as Instrument # 98-01464 in C&FN Book 15 at Page 110, containing 2.83 gross acres.

The property is locally known as 5440 Grant Avenue. The contract purchasers of the property are Brian A. Frame and Jamie R. Frame, and the deed holders of this property are Harold Frame and Bette A. Frame. It is developed as a detached single family home which is the primary residence and homestead of Brian and Jamie Frame.

**III.
CONDITIONS FOR PARTICIPATION IN IMPROVEMENTS**

A. City Obligations.

1. **Water and Sewer Connections.** The City agrees that the Owners shall be allowed to make a single connection to the City water distribution system and a single connection to City sanitary sewer system to serve their existing homestead at a time of the Owners' choosing, once that infrastructure has been installed and made operational. At the time the Owners choose to connect for each of these services, the City will require the Owners to pay the connection fee for an

80 lineal foot width lot at the connection fee rate then in effect under the City Code (the rate presently in effect for connection is \$18 per lineal foot).

2. Grant Avenue Paving. The City absolves the Owners of any responsibility to pay for the paving of Grant Avenue as a two lane street.
3. Easements. The City agrees that, if easements for construction or utilities are needed, or right-of-way is needed for the construction of Grant Avenue, the City will pay for any survey costs and acquisition plat preparation associated with those easements or right-of-way. The City shall also make appropriate restoration to City standards of the vegetation or landscaping improvements affected by the construction.

B. Owners' Obligations.

1. Water and Sewer Service Lines. The Owners agree that they shall be responsible for all costs associated with the installation of water and sanitary sewer service from the connection point at the main to their residence.

The Owners further agree if they make any additional water or sewer connections to their property (or to any future subdivision of the property), the Owners shall pay the balance of the connection district fee for sanitary sewer and water, less any amounts previously paid for connections to their home.

2. Rural Water Provider Rights. The Owners agree that they shall be responsible for payment of any amounts that may become due and owing to any rural water provider as a result of annexation of the Property which are related to buyout of rights to serve the property with water.
3. Grant Avenue Paving. The Owners agree that if their property is subdivided, they shall be responsible for the cost of any specific traffic improvements that are needed because of the subdivision.
4. Easements. The Owners agree to grant to the City, at no cost, any temporary or permanent construction easements, utility easements or right-of-way needed for the construction of Grant Avenue and for the water and sewer mains.
5. Petition for Annexation. The Owners' petition for voluntary annexation shall be filed contemporaneously with this Agreement.

**IV.
COVENANTS RUN WITH THE LAND**

This agreement shall run with the land and shall be binding upon the Owners, their heirs, successors and assigns.

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

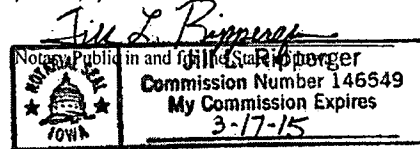
CITY OF AMES, IOWA

By Ann H. Campbell
Ann H. Campbell, Mayor

Attest Diane R. Voss
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this 30 day of Dec., 2013, 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, who, being 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. 13-583 adopted by the City Council on the 30 day of Dec., 2013, 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.



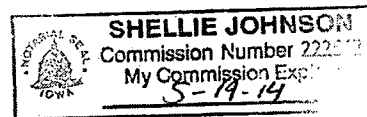
Brian A. Frame
Brian A. Frame

Jamie R. Frame
Jamie R. Frame

STATE OF IOWA, COUNTY OF STORY, ss:

This instrument was acknowledged before me on the 3 day of December, 2013, by Brian A. Frame and Jamie R. Frame.

Shellie Johnson
Notary Public in and for the State of Iowa



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