

COUNCIL ACTION FORM

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

BACKGROUND:

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 Parking Plan 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)

The proposed Site Development Plan for the banquet hall includes twenty (20) parking spaces on the site. A minimum of forty (40) spaces are required by the Zoning Ordinance for the proposed use. The purpose of the banquet hall is to serve as a place where family and friends can gather following funeral services at the funeral home. The seating capacity is 99 people, in addition to staff and catering. The funeral home is located to the north across the alley, has thirty-nine (39) parking spaces. The funeral home required 33 spaces for parking at the time of its approval. Based upon the applicant's propose description of the banquet hall function as an ancillary activity to the funeral home, the demand for parking should not conflict with the proposed banquet hall 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.

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 applicant has provided the required information, including a signed "Joint Use Easement Agreement" for the properties at 119 Washington Avenue and 414 Lincoln Way owned by Continue Care Real Estate Holdings, LLC. to accommodate the proposed banquet hall with parking spaces to meet the minimum requirements in the Zoning Ordinance. Exhibit A of the Agreement specifies designated times for use of the funeral home parking spaces on Parcel 1 by the banquet hall (Parcel 2). The banquet hall may use the parking spaces at the funeral home for three (3) hours per day not more than twelve (12) days each month. The parking spaces on the banquet hall site can be used at all other times of day.

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.*
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 since those attending a funeral service are likely to be the same people that will be using the banquet hall following conclusion of the 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 use as joint 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.

Given that the banquet hall will be occupied by those persons who attended the funeral there should not be a problem with parking for the banquet hall since the cars will already be parked in the funeral home lot.

- 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: The peak parking demand for the banquet hall will follow the peak demand for the funeral home. Assuming that the number of parking spaces in the funeral home parking lot is sufficient for the number of people attending the funeral service, any overlap of parking needed for the banquet hall is already accommodated by the funeral home parking lot.

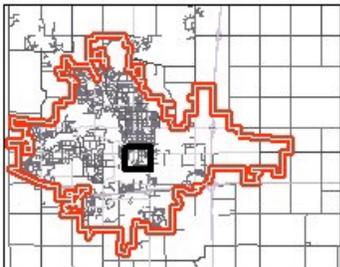
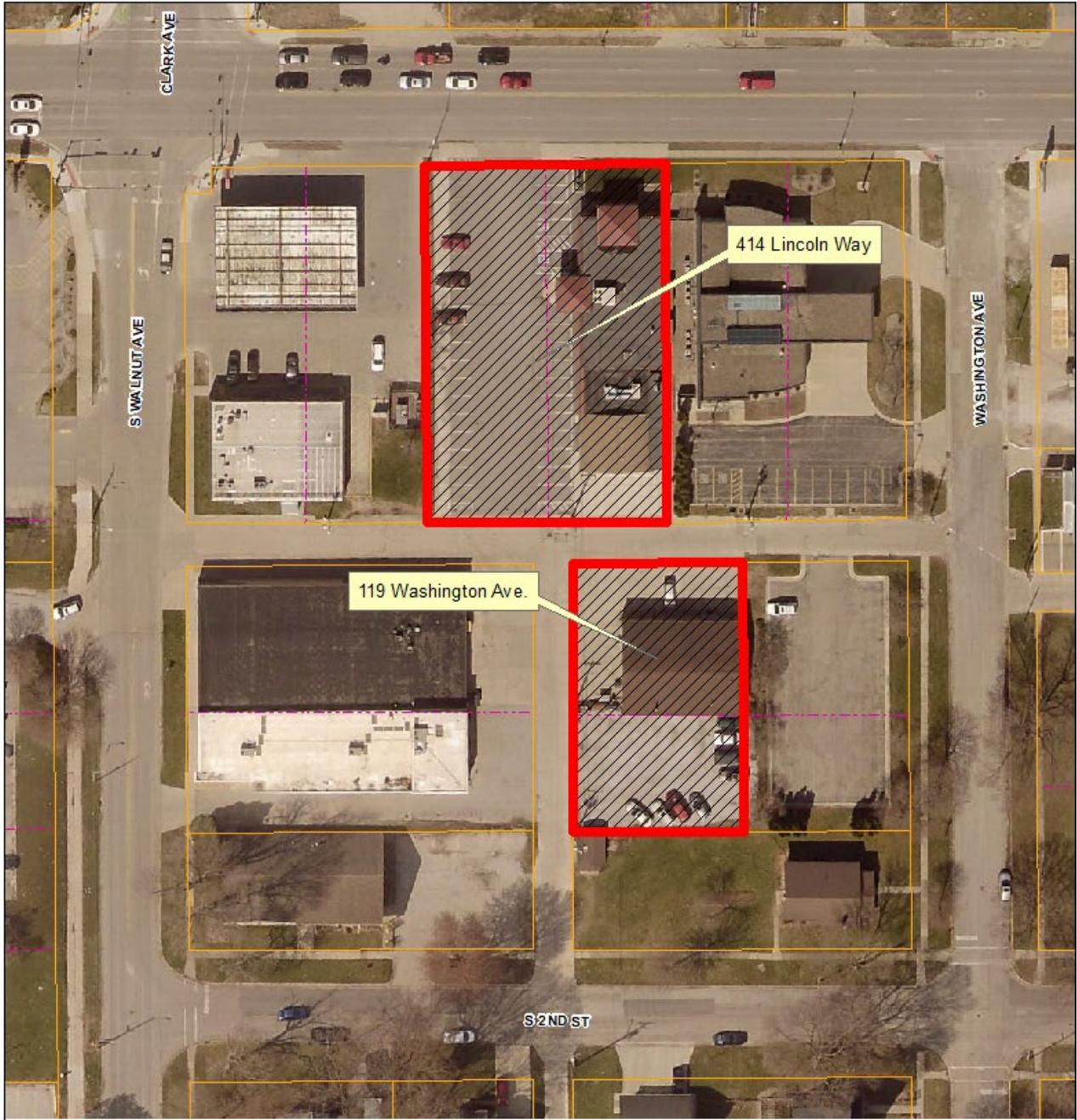
- 3. Rights to the use of spaces are clearly identified so as to facilitate enforcement.**

Staff Comments: The Joint Use Easement Agreement states: *“Owner does hereby reserve for Owner of Parcel 2 and for its successors and assigns, guests and invitees, the right within, over, upon, across, and under 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 time periods under which each Parcel will have rights to count spaces for purposed of the space requirements of the Municipal Code are set forth in Exhibit A. 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*

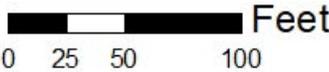
are reserved.”

The joint use parking plan does allow for the city to require in the future the reevaluation of the parking if there becomes an issue with the required number of parking spaces needed on the property to facilitate all the proposed uses.

Attachment A Location Map



Location Map 119 Washington Avenue & 414 Lincoln Way



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 Parcel 2, 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, across, and under the Joint Use Area to park vehicles within not fewer than the required number of 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 required number of marked parking spaces to be utilized for Parcel 2. The required number of marked

parking spaces and time periods under which each Parcel will have rights to count spaces for purposes of the space requirements of the Municipal Code are set forth in Exhibit A. 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. 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. 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 April _____, 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 April _____, 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

Exhibit A

Required number of marked parking spaces:

20.

Parcel 1 designated use times:

For 3 hours per day, not more than 12 days each month.

Parcel 2 designated use times:

All other times of day.