

COUNCIL ACTION FORM

SUBJECT: REMOTE PARKING AGREEMENT FOR LUTHERAN CHURCH OF HOPE WITH FIRST NATIONAL BANK

BACKGROUND:

Lutheran Church of Hope (Hope) owns the property located at 3329 Lincoln Way. This property is in the 'HOC' Highway Oriented Commercial zoning district. Hope wishes to expand the existing worship area from 2,201 sq. ft to 2,913 sq. ft.

Required on-site parking for religious institutions is calculated based on the worship area, at one parking space per 60 sq. ft. of worship space. The enlarged worship area would require a total of 49 parking spaces- an increase of 12 spaces. Additionally, Hope desires to reduce the existing optional bicycle parking area from 15 to 6. This action would require three additional parking spaces to be added to offset the loss of bicycle parking. Therefore, 15 parking spaces will be required to accommodate the expanded worship area. The site at 3329 Lincoln Way has no additional room to expand the parking area.

Hope is requesting approval of a remote parking agreement to utilize the 15 parking spaces at 3334 Lincoln Way (First National Bank) to fulfill the parking needs required with the expansion of the worship area and reduction of on-site bike parking. The Agreement would allow the church to utilize the bank's parking area after bank hours on Wednesday evenings (6:00 p.m. - 11:00 p.m.). The bank parking area contains the necessary 15 parking spaces to fulfill Hope's parking needs. The bank, located across Lincoln Way from Hope, adjacent S. Franklin Avenue, is also in the "HOC" zoning district, (see *Attachment A – First National Bank, Remote Parking Area*). The bank parking is located within 300 feet of Hope.

Remote parking is permitted in the "HOC" zoning district but requires City Council approval per the *Ames Municipal Code*, Section 29.406(18). The Municipal Code requires that parking be within 300 feet of the subject site. A written agreement that identifies the required amount of parking for the principal use must be signed by the parties. Therefore, both Lutheran Church of Hope and First National Bank have signed the Parking Easement Agreement and Joint Use Parking Agreement (see *Attachment C*), which specify the location of the spaces, number of spaces, and the Agreement terms. The Agreement has been approved by Ames Legal Department.

In 2016, the City completed improvements to the Franklin Avenue intersection and sidewalks along Lincoln Way in this area. The signalized intersection at Lincoln Way and S. Franklin Avenue provides a pedestrian signal for crossing of Lincoln Way and improved sidewalks exist along the north frontage providing connection to Hope (see *Attachment B - Location & Zoning Map*). When reviewing the proposal for remote parking, the City has

traditionally assessed the convenience and use of the area for remote parking as meeting the City's development standards.

If approved, the Church will proceed with application for a Special Use Permit as required by the Zoning Ordinance, for the expansion of the worship area and change to the site plan for the reduced bicycle parking (*see Attachment 'C', Proposed Floor Plan & Attachment 'D', Proposed Site Plan*). **Since the additional parking is only available on Wednesday nights, the Special Use Permit will need to limit the use of the worship area to the times when parking at the Bank can be used (Wednesday nights).**

ALTERNATIVES:

1. Approve the "Joint Use Parking Agreement" and "Parking Easement Agreement" to provide the required fifteen parking spaces at First National Bank 3334 Lincoln Way on Wednesday evenings to allow for expansion of Lutheran Church of Hope's worship area and reduction of their on-site bike parking at their location at 3329 Lincoln Way.

Note that expansion of the church worship area is subject to an amendment to the Special Use Permit that must be approved by the Zoning Board of Adjustment.

2. Deny the "Joint Use Parking Agreement" and "Parking Easement Agreement," which would inhibit Lutheran Church of Hope's proposed expansion of the worship area.
3. Refer this item to staff or the applicant for further information.

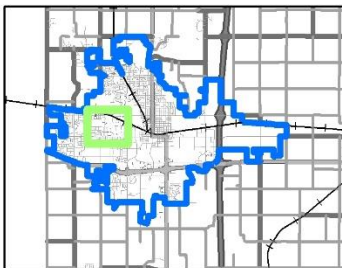
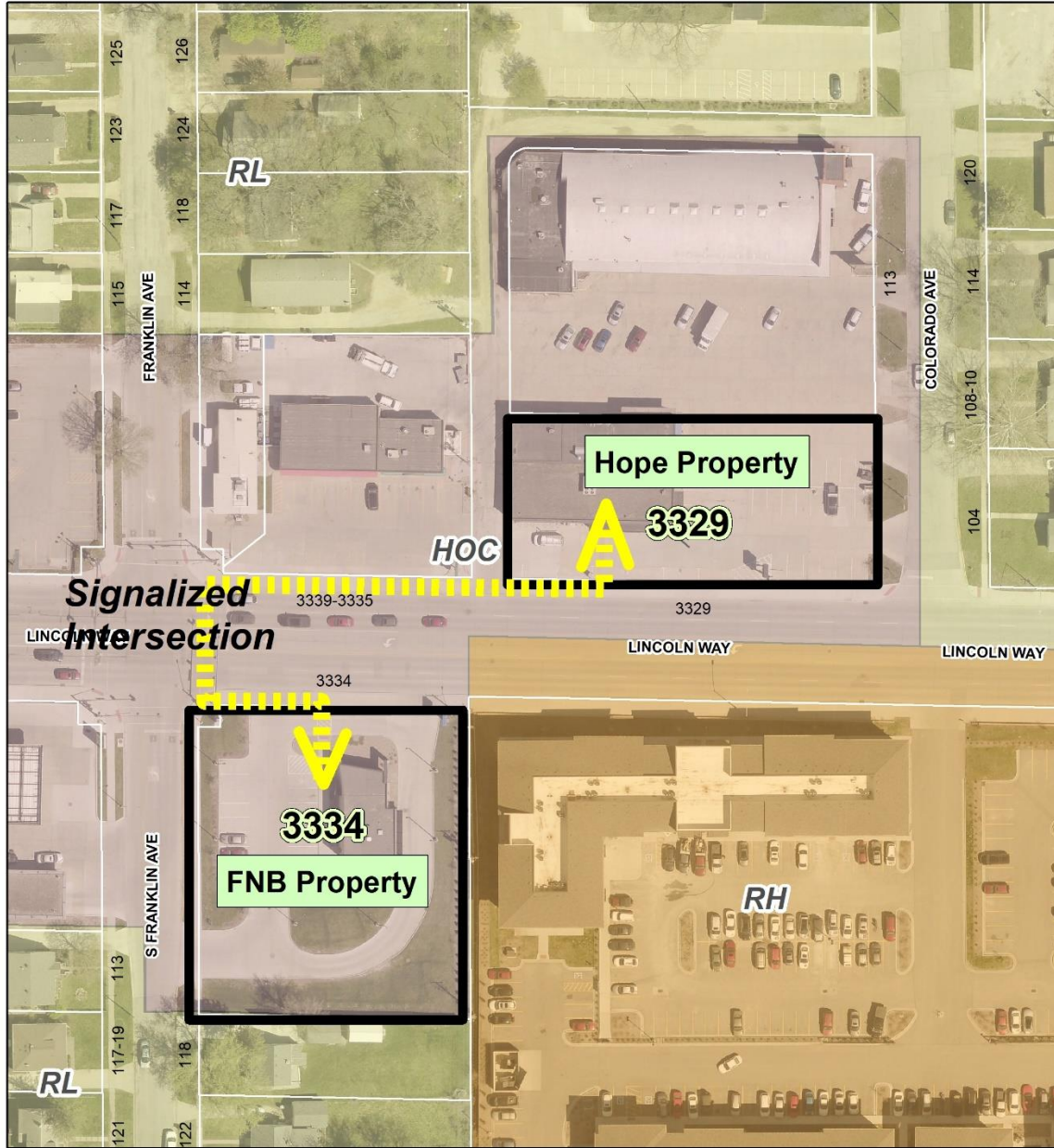
CITY MANAGER'S RECOMMENDED ACTION:

Hope is requesting approval of a remote parking agreement to utilize the 15 parking spaces across the street at 3334 Lincoln Way (First National Bank- FNB) to fulfill parking requirements resulting from a proposed expansion of their worship area and reduction of on-site bike parking.

The request complies with applicable zoning standards and staff believes the proposed parking area, although across an arterial street, is adequately accessible due to its proximity and the available pedestrian infrastructure. Review of the expansion of the worship area is subject to Zoning Board of Adjustment approval.

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

Attachment 'A'
Location & Zoning Map



LOCATION & ZONING MAP
3329 Lincoln Way

0 50 100 200 Feet

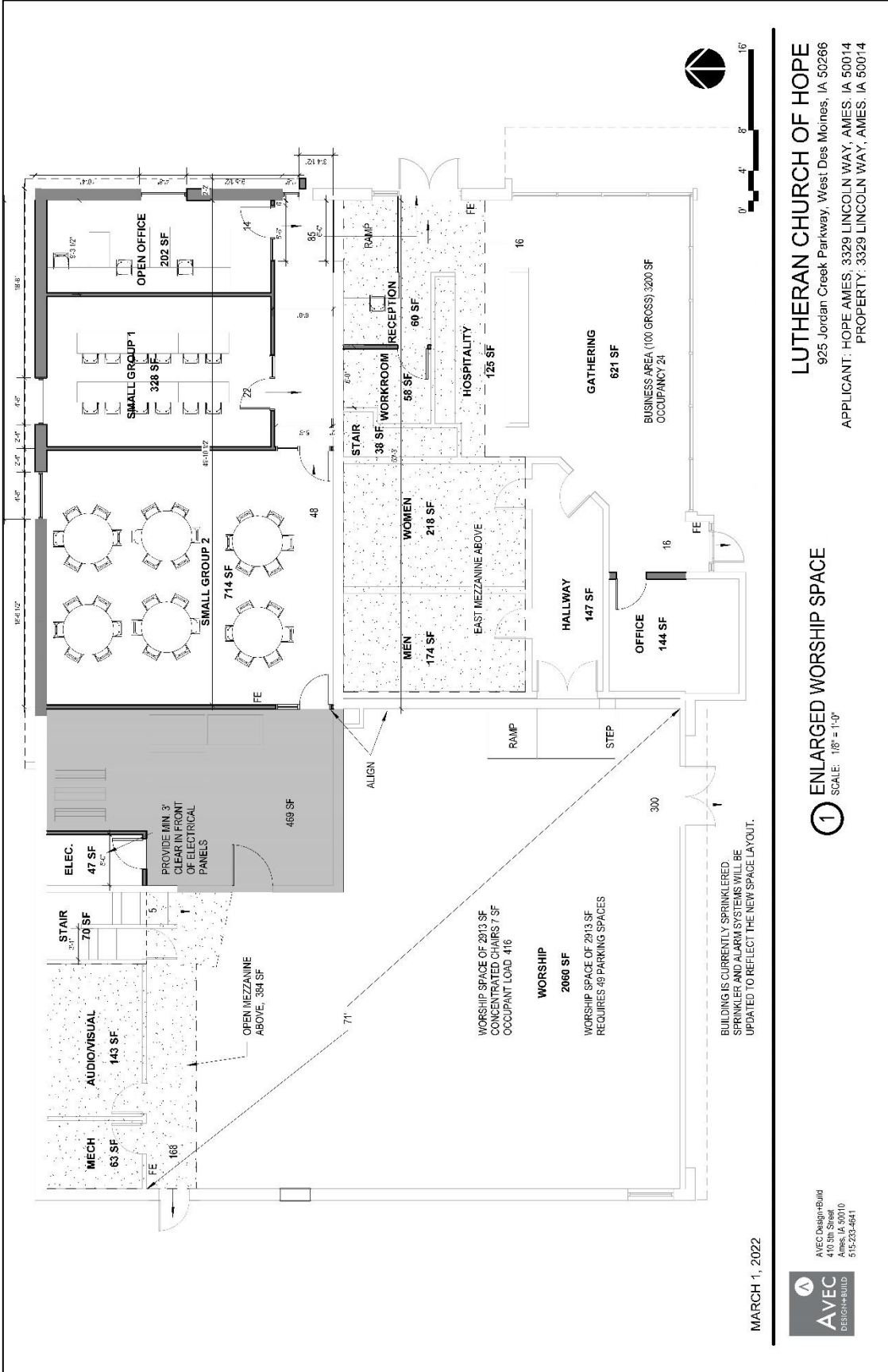


Attachment 'B'
First National Bank, Remote Parking Area

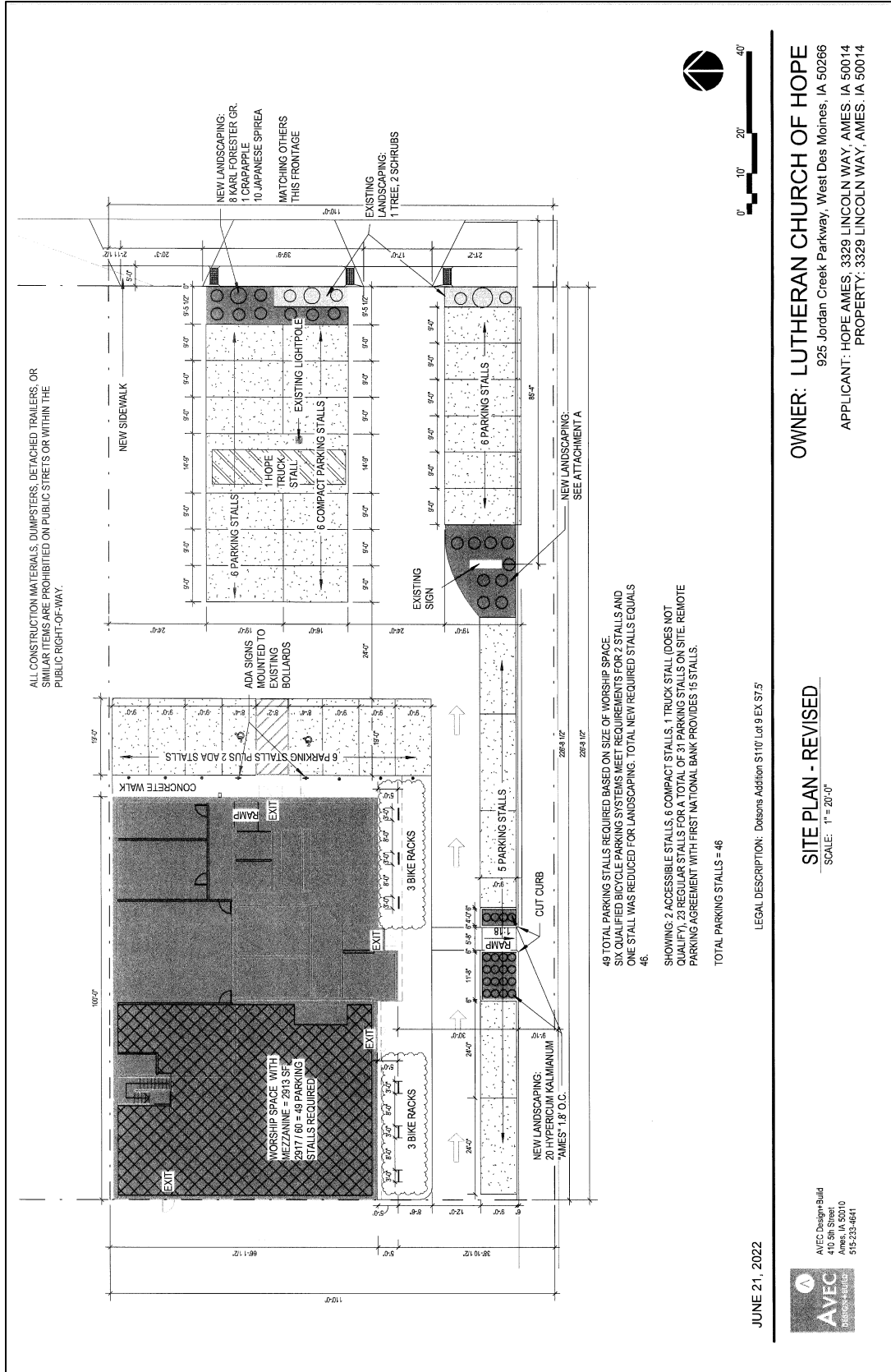


On Wednesday evenings (6PM-11PM) First National Bank will allow Lutheran Church of Hope to utilize the 14 regular and 1 ADA parking stalls at their property located at 3334 Lincoln Way.

Attachment 'C' Proposed Floor Plan



Attachment 'D' Proposed Site Plan



ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

49 TOTAL PARKING STALLS REQUIRED BASED ON SIZE OF WORSHIP SPACE
SIX QUALIFIED BICYCLE PARKING SYSTEMS MEET REQUIREMENTS FOR 2 STALLS AND
ONE STALL WAS REDUCED FOR LANDSCAPING. TOTAL NEW REQUIRED STALLS EQUALS
46.

SHOWING 2 ACCESSIBLE STALLS, 6 COMPACT STALLS, 1 TRUCK STALL (DOES NOT QUALIFY), 23 REGULAR STALLS FOR A TOTAL OF 31 PARKING STALLS ON SITE. REMOTE PARKING AGREEMENT WITH FIRST NATIONAL BANK PROVIDES 15 STALLS.

TOTAL PARKING STALLS = 46

JUNE 21, 2022

LEGAL DESCRIPTION: Dotsons Addition S110' Lot 9 EX S7.5'



AVEC Design-Build
400 East
Ames, IA 50010
515-233-4641

SITE PLAN - REVISED
SCALE: 1" = 20'-0"

OWNER: LUTHERAN CHURCH OF HOPE
925 Jordan Creek Parkway, West Des Moines, IA 50266
APPLICANT: HOPE AMES, 3329 LINCOLN WAY, AMES, IA 50014
PROPERTY: 3329 LINCOLN WAY, AMES, IA 50014

Attachment 'E'
Joint Use Parking Agreement, p.1

Recorder's Cover Sheet
To
JOINT USE PARKING AGREEMENT

Preparer Information:

Kelly D. Hamborg, 666 Grand Ave., Suite 2000, Des Moines, IA 50309; (515) 242-2400

Taxpayer Information:

N/A

Return Document To:

Ames City Clerk, 515 Clark Avenue, Ames, Iowa 50010

Grantor:

Lutheran Church of Hope

Grantee:

City of Ames

Legal Descriptions on Pages 2 and 3

Document or instrument number of previously recorded documents: N/A

Attachment 'E'
Joint Use Parking Agreement, p.2

JOINT USE PARKING AGREEMENT

THIS AGREEMENT is made and entered into on June ____, 2022, by and between Lutheran Church of Hope, whose address is 925 Jordan Creek Parkway, West Des Moines, Iowa 50266, (hereinafter called "Owner"), First National Bank, Ames, Iowa whose address is 405 5th Street, Ames, Iowa 50010, (hereinafter called "First National Bank") and the City of Ames, Iowa, whose address is 515 Clark Avenue, Ames, Iowa 50010, (hereinafter called "City"), sometimes referred to in this Agreement individually as "party" or collectively as the "parties".

RECITALS:

WHEREAS, Owner holds title to real property located at 3329 Lincoln Way, Ames, Iowa, 50014 which is legally described as:

The South 110 feet of Lot Nine (9) in Dotson's Addition to Ames, Story County, Iowa, except the South 7.5 feet thereof ("the Property").

WHEREAS, the Property is presently used by the Owner for religious and church purposes; and

WHEREAS, the City of Ames *Municipal Code* (Section 29.406) establishes that use of a property requires on-site parking at the rates described within the zoning ordinance for each principal use on a site; and

WHEREAS, Owner seeks to expand its existing worship space on the Property from 2,201 square feet to 2,913 square feet; and whereas, such expansion will require an additional 12 parking spaces on the Property; and

WHEREAS, the additional parking spaces are presently not available on the Property; provided, however, it is anticipated that the increased parking needs for the Property will occur during evening hours, whereby the City will allow the use of parking facilities on an adjacent property; and

WHEREAS, the Owner has entered into a Parking Easement Agreement with First National Bank to allow for joint use of First National Bank's parking stalls; and

WHEREAS, Owner has identified that due to a differentiation of peak demand on the two properties, that the shared parking arrangement will provide adequate parking capacity for the religious and church uses of the Property by Owner; and

WHEREAS, the City of Ames *Municipal Code*, with respect to off-street parking (Section 29.406(17)), requires City Council approval of joint use, when the joint use of parking requires fewer parking spaces than individually required for each use by the *Municipal Code*, and

Attachment 'E'
Joint Use Parking Agreement, p.3

WHEREAS, the Owner, First National Bank and City desire to document their agreement and understating regarding the shared parking arrangement with respect to First National Bank's property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The principal uses permitted on the Property include religious and church purposes not to exceed 2,913 square feet.

2. First National Bank agrees to allow the Owner use of 14 regular and 1 ADA parking stalls on its property locally known as 3334 Lincoln Way and legally described as:

Lot 1 (except the North 8 feet thereof, and except the South 14 feet of the North 22 feet of the West 14 feet thereof), and Lots 2, 3, and 4, all in Block 2 in West Ames Addition to Ames, Story County, Iowa,

on Wednesday evenings between the hours of 6:00 p.m. to 11:00 p.m.

3. There shall be no enlargement of use on the Property requiring additional parking.

4. The principal uses of the Property may not be changed without approval by the City.

5. The Owner shall provide notice to the City of any amendment, modification or termination of the Parking Easement Agreement.

6. The City's consent is required in order to terminate this agreement. The Owner may request termination of this Agreement for joint use parking by providing 14 days of notice to the City, stating that: i) the religious and church use will be reduced in scope as to only operate as an improved building space of 2,201 square feet; ii) a change in use is contemplated which only requires the number of existing parking spaces presently on the Property; or iii) the Parking Easement Agreement has been terminated which requires the religious and church use to be reduced in scope as to only operate as an improved building space of 2,201 square feet. The City shall not unreasonably withhold approval to terminate the Agreement based upon a reduction in building space or a change of use which requires a lower parking capacity.

7. The Owner acknowledges and agrees that the principal uses of the Property must always meet the City's zoning requirements. Should the Owner's Parking Easement Agreement with First National Bank be terminated for any reason, the Owner's use of the Property must meet the off-street parking standards then existing. The Owner acknowledges and agrees that an amendment or modification to the Parking Easement Agreement which decreases the number of off-street parking stalls available could affect the Owner's use of the Property and require the Owner to meet the off-street parking standards then existing.

Attachment 'E'
Joint Use Parking Agreement, p.4

8. The City agrees to the joint use of parking for the site based on the Owner's representation of the types of uses described in this Agreement, and upon the anticipated use of parking for the staff and visitors for those uses. If, based on demonstrated actual use of the parking on the Property, there are found to be negative impacts to traffic circulation along Lincoln Way, the City shall give the Owner a notice of opportunity to address the negative impacts. The notice shall provide a date by which a response is required, and shall provide a date to reasonably address such concerns. Thereafter, the Owner shall promptly provide in writing the steps that it will take and when those steps will be implemented. If the Owner fails to timely respond to the notice, or, if after undertaking the measures to reasonably address the situation, the negative impacts have not been reasonably addressed by the date given, the City shall have the right to terminate this Agreement that permits joint use parking with the adjacent property. The decision to exercise the termination right shall be determined by the City Council. The City shall provide no less than 30 days advance written notice to the Property owner of the time and date of the City Council meeting at which termination of the Agreement is going to be considered.

9. The covenants in this Agreement shall be binding and inure to the benefit of each of the parties, their heirs, legatees, representatives, transferees, successors, and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

LUTHERAN CHURCH OF HOPE


By: _____
Name _____
Title _____

CITY OF AMES, IOWA

By: _____
John Haila, Mayor

Attest by: _____
Diane Voss, City Clerk

FIRST NATIONAL BANK, AMES, IOWA

By:  _____
Name Kurt A. Jensen
Title SVP/CDO

Attachment 'E'
Joint Use Parking Agreement, p.5

STATE OF IOWA)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022 by _____, as _____ of Lutheran Church of Hope.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA)
) ss
COUNTY OF Story)

This record was acknowledged before me on 6/21, 2022 by Kurt Jensen, as SVP, COO of First National Bank, Ames, Iowa.

Lisa J. Keigley

Notary Public in and for the State of Iowa
My commission expires 6-26-24



STATE OF IOWA)
) ss
COUNTY OF STORY)

On this ____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared John Haila and Diane Voss, to me personally known, and, 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. _____ adopted by the City Council on the ____ day of _____, 2022, and that John Haila and Diane Voss acknowledged the execution of the instrument to be their voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires _____

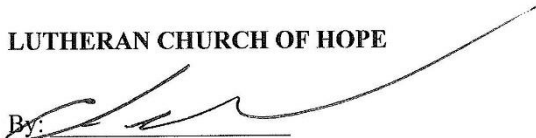
Attachment 'E'
Joint Use Parking Agreement, p.6

8. The City agrees to the joint use of parking for the site based on the Owner's representation of the types of uses described in this Agreement, and upon the anticipated use of parking for the staff and visitors for those uses. If, based on demonstrated actual use of the parking on the Property, there are found to be negative impacts to traffic circulation along Lincoln Way, the City shall give the Owner a notice of opportunity to address the negative impacts. The notice shall provide a date by which a response is required, and shall provide a date to reasonably address such concerns. Thereafter, the Owner shall promptly provide in writing the steps that it will take and when those steps will be implemented. If the Owner fails to timely respond to the notice, or, if after undertaking the measures to reasonably address the situation, the negative impacts have not been reasonably addressed by the date given, the City shall have the right to terminate this Agreement that permits joint use parking with the adjacent property. The decision to exercise the termination right shall be determined by the City Council. The City shall provide no less than 30 days advance written notice to the Property owner of the time and date of the City Council meeting at which termination of the Agreement is going to be considered.

9. The covenants in this Agreement shall be binding and inure to the benefit of each of the parties, their heirs, legatees, representatives, transferees, successors, and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

LUTHERAN CHURCH OF HOPE

By: 
Chris Gunnare
Executive Minister

CITY OF AMES, IOWA

By: _____
John Haila, Mayor

Attest by: _____
Diane Voss, City Clerk

FIRST NATIONAL BANK, AMES, IOWA

By: _____
Name _____
Title _____

Attachment 'E'
Joint Use Parking Agreement, p.7

STATE OF IOWA)
) ss
COUNTY OF Dallas)

This record was acknowledged before me on June 20, 2022 by Chris Gunnare, as Executive Minister of Lutheran Church of Hope.



Kelly D. Hamborg
Notary Public in and for the State of Iowa
My commission expires 2-11-25

STATE OF IOWA)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 2022 by _____, as _____ of First National Bank, Ames, Iowa.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA)
) ss
COUNTY OF STORY)

On this ___ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared John Haila and Diane Voss, to me personally known, and, 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. _____ adopted by the City Council on the ___ day of _____, 2022, and that John Haila and Diane Voss acknowledged the execution of the instrument to be their voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for the State of Iowa
My commission expires _____

Attachment 'F'
Parking Easement Agreement, p.1

Prepared by and upon recordation return to:
Kelly D. Hamborg, 666 Grand Ave., Ste. 2000, Des Moines, IA 50309; (515) 242-2400

PARKING EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2022, by and between Lutheran Church of Hope, and First National Bank, Ames, Iowa.

WHEREAS, Lutheran Church of Hope (“LCOH”) is the owner of the following described real estate, to wit:

The South 110 feet of Lot Nine (9) in Dotson’s Addition to Ames, Story County, Iowa, except the South 7.5 feet thereof.

(The LCOH Property”) and,

WHEREAS, First National Bank, Ames, Iowa (“FNB”) is the owner of the following described real estate, to wit:

Lot 1 (except the North 8 feet thereof, and except the South 14 feet of the North 22 feet of the West 14 feet thereof), and Lots 2, 3 and 4, all in Block 2 in West Ames Addition to Ames, Story County, Iowa;

(the “FNB Property”) and,

WHEREAS, the FNB Property is located immediately southwest of the LCOH Property, across Lincoln Way in Ames, Iowa; and

WHEREAS, LCOH and FNB have agreed to a parking arrangement which will involve the use by LCOH and its invitees of certain parking areas on the FNB Property during designated times, and which arrangement was further detailed in a joint use parking plan (the “Plan”) submitted by LCOH to the City of Ames; and

WHEREAS, this Agreement is made by LCOH and FNB to document in writing the shared parking arrangement set forth in the Plan.

Attachment 'F'
Parking Easement Agreement, p.2

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, LCOH and FNB do hereby establish the following terms, obligations and rights with respect to the easements granted herein.

1. Parking Easement. Except as otherwise set forth herein, FNB hereby grants and conveys in favor of the LCOH Property, a perpetual, non-exclusive easement for parking and vehicular travel across the FNB Property as follows:

The use of 14 regular and 1 ADA parking stalls on Wednesday evenings only, between the hours of 6:00 p.m. and 11:00 p.m.

Provided, however, FNB specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the parking areas, drives and driveways within the FNB Property as might be reasonably imposed to promote the health, safety, welfare and security of such property, and the improvements located thereon.

2. Legal Effect. Each of the easements and rights created by this Agreement are appurtenant to the parcel to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to that parcel. Each covenant contained in this Agreement: (a) creates mutual equitable servitudes on each parcel in favor of each other applicable parcel; (b) constitutes a covenant running with the land; (c) binds every owner now having or hereafter acquiring an interest in any lot; and (d) except as set forth in Section 8 below, will inure to the benefit of each owner and each owner's successors, assigns and mortgagees.

3. Amendment. This Agreement and any provision herein contained may be modified or amended only with the express written consent of the owners of the FNB Property and the LCOH Property.

4. Termination. This Agreement may be terminated by the owner of the LCOH Property or the owner of the FNB Property, upon six months' prior written notice to the other.

5. Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement shall be in writing and will be delivered in person or by certified or registered mail, postage prepaid to the owners at the addresses maintained by the owners on file with the office of the Story County Assessor for delivery of ad valorem tax statements until such addresses are changed by notice.

6. Notice to City. LCOH shall provide notice to the City of Ames of any amendment, modification or termination of this Agreement.

7. Binding Effect. The provisions of this Agreement will be binding on the owners and their respective successors and assigns.

Attachment 'F'
Parking Easement Agreement, p.3

8. Sale of LCOH Property. This Agreement shall terminate upon the sale or transfer of the LCOH Property to any unrelated third party

WHEREFORE, the parties hereto have entered into this Agreement as of the day and year first written above.

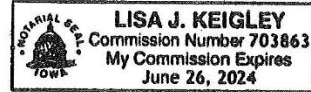
LUTHERAN CHURCH OF HOPE

By: _____
Name _____
Title _____

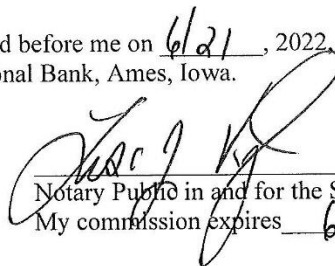
FIRST NATIONAL BANK, AMES, IOWA

By: _____
Name Kurt A. Jensen
Title SUP/COD

STATE OF IOWA)
County of Story) ss



This instrument was acknowledged before me on 6/21, 2022, by Kurt Jensen as SUP/COD of First National Bank, Ames, Iowa.



Notary Public in and for the State of Iowa
My commission expires 6-26-24

STATE OF IOWA)
County of _____) ss

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of Lutheran Church of Hope.

Notary Public in and for the State of Iowa
My commission expires _____

Attachment 'F'
Parking Easement Agreement, p.4

8. Sale of LCOH Property. This Agreement shall terminate upon the sale or transfer of the LCOH Property to any unrelated third party

WHEREFORE, the parties hereto have entered into this Agreement as of the day and year first written above.

LUTHERAN CHURCH OF HOPE

By: [Signature]
Name Chris Gummare
Title Executive Minister

FIRST NATIONAL BANK, AMES, IOWA

By: _____
Name _____
Title _____

STATE OF IOWA)

County of _____) ss

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of First National Bank, Ames, Iowa.

Notary Public in and for the State of Iowa
My commission expires _____

STATE OF IOWA)

County of Dallas) ss

This instrument was acknowledged before me on June 20, 2022, by Chris Gummare, as Executive Minister of Lutheran Church of Hope.

[Signature]
Notary Public in and for the State of Iowa
My commission expires 2-11-25

