

COUNCIL ACTION FORM

SUBJECT: ELECTRIC SERVICES DIESEL FUEL SUPPLY CONTRACT RENEWAL

BACKGROUND:

This contract is for the purchase of low sulfur diesel fuel for Electric Services. The Utility has a 250,000-gallon main fuel tank located at the Dayton Substation to fuel the two GT (gas turbine) units. The City also has two 42,000-gallon underground fuel tanks located in the coal yard, south of the Power Plant, to assist in start-up of the Plant. The Utility's two gas turbines could burn 250,000 gallons of fuel in a 60 hour time period, requiring larger refill volumes and quick refills should an emergency dictate that they stay on-line.

In May 2011 the City received competitive sealed proposals from five firms for FY 2011/12 with the option of four one-year renewals. The scope of work for this contract included supplying fuel to the Power Plant as needed. Vendors were asked to supply pricing based in the form of a markup to the daily-published "rack" average fuel price at the Des Moines, Iowa, terminal for stated products.

The approved contract price is based on an adder of \$0.0068 to the rack price average per gallon. City staff receives a daily electronic mail from the Iowa Department of Transportation stating the product's average price. If the City needs to purchase fuel, staff can determine instantly if the price is favorable based on market trends, and then can call the vendor to state the quantity and the delivery time. This allows the contracted vendor to secure large fuel orders and lock in prices for the City.

The goal of the contract is to create efficiency and flexibility in the purchase of a valuable commodity, ensuring that the City is able to use opportunity purchasing and to lock in performance criteria for the vendors.

On June 14, 2011, City Council awarded a contract to Diamond Oil Co., Des Moines, Iowa, to supply diesel fuel to be supplied as requested from July 1, 2011 through June 30, 2012, in a not-to-exceed amount of \$1,250,000. **This is renewal number four out of four. Actual cost will be based on the amount of fuel purchased the contract price at the time of purchase plus an adder of \$0.0068 per gallon.**

The approved FY 2015/16 operating budget includes \$487,500 for anticipated volumes of this fuel purchase. With conversion of the power plant from coal to natural gas, the budgeted amount is lower because diesel will no longer be used for plant light-off.

ALTERNATIVES:

1. Approve the contract renewal with Diamond Oil Co., Des Moines, Iowa, to supply diesel fuel to the City's Power Plant, for the period from July 1, 2015 through June 30, 2016, in an amount not-to-exceed \$487,500. Under this renewal, there is no increase from the previous year to the Diamond Oil mark-up of \$0.0068/gallon.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

This contract renewal will continue to offer the City the ability to have flexibility in fuel purchasing and to maintain standards of performance for fuel content and fuel delivery at the same mark-up price as the current year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: POWER PLANT BREAKER MAINTENANCE CONTRACT RENEWAL

BACKGROUND:

Electric Services' two coal-fired, high-pressure steam turbine electric generating units within the Power Plant are referred to as Units No. 7 and No. 8, respectively. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages. The repair of these generating units requires professional trade crafts such as boilermakers, electricians/control techs, steam/pipe fitters, and millwrights, to list a few. The units operate under environmental conditions with high heat and high pressure.

Due to these operational conditions, numerous circuit breakers, relays and transformers are necessary to safely and reliably operate the Power Plant. All of this equipment must be professionally maintained, serviced, adjusted, repaired, and rebuilt. Specially trained personnel perform this work. It is not possible for staff to adequately maintain this electrical equipment due to manpower constraints and the specialized nature of the work.

On January 24, 2012, City Council awarded a contract to Tri-City Electric Company of Iowa, Davenport, IA, for Power Plant breaker and relay maintenance to be furnished as requested from February 16, 2012, through June 30, 2012, in an amount not-to-exceed \$127,500. The initial contract period was shortened to enable future renewals to coincide with the City's fiscal year.

This contract had an option for the City to renew in one-year increments for up to four additional years. This option includes a rate provision which increases rates at fixed percentages above the previous fiscal year contracted rates at time of renewal. The fixed rates for FY 2015/16 include labor, travel, and subsistence increases of 4%. These increases are in accordance with the contract terms initially established. **Council should note that is the fourth out of four possible renewals.**

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.

- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids, and preparing specifications and other procurement documentation.

The approved FY 2015/16 operating budget includes \$180,000 for relay and breaker maintenance. Actual payments will be calculated on unit prices bid and actual work performed, up to the available budget amount.

ALTERNATIVES:

1. Approve the contract renewal with Tri-City Electric Company of Iowa, Davenport, IA, for Power Plant breaker and relay maintenance, for the one-year period from July 1, 2015, through June 30, 2016, and approve the contract and bond. Work will be scheduled on an as needed basis, and payments will be based on unit prices bid and actual work performed. Total work in FY 2015/16 shall be an amount not-to-exceed \$180,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to properly maintain relays, circuit breakers, and power plant transformers to carry out emergency and scheduled repairs resulting from equipment failures. This contract establishes rates for service and provides for guaranteed availability, thereby setting in place known rates for service and controlling the Plant's costs.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: POWER PLANT FIRE RISK MITIGATION CONTRACT

BACKGROUND:

This contract allows the Power Plant to engage an engineering firm with fire protection expertise, or alternately a fire protection firm, to act as the Owner's Engineer/Designer/Representative for various fire risk mitigation studies, for the preparation of specific fire system and installation design and specifications, and for fire system installation management, inspection and testing.

The scope of work requires the engineering firm to (1) be the engineer for the areas listed above, (2) develop plans and specifications, (3) provide detailed cost estimates, (4) provide lists of potential bidders, (5) evaluate contractors, (6) carry out contract management, and (7) perform field installation administration as needed, required, and requested for each project. **The selected engineering firm is not allowed to bid on any part of the actual fire protection system installation.**

On December 18, 2012, City Council awarded a contract to Burns & McDonnell, Chesterfield, MO, for the Professional Services for Fire Risk Mitigation contract in a not-to-exceed amount of \$50,000. Included in the original contract were terms for up to four additional one-year terms. **This is the third renewal out of four maximum.**

Funding is available from the FY15/16 Capital Improvements Plan in the Power Plant Fire Protection System Project. There is currently \$792,106 remaining in the Final Budget Amendments from the FY15/16 budget cycle. This funding will be carried over to the FY15/16 budget to cover this contract.

ALTERNATIVES:

1. Approve the contract renewal with Burns & McDonnell, Chesterfield, MO, for the Professional Services for Fire Risk Mitigation contract for the one-year period from July 1, 2015 through June 30, 2016 in an amount not-to-exceed \$50,000.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

This work is needed for fire risk mitigation (fire detection, alarm, & suppression) to protect critical plant equipment. If not done, a loss event resulting from a fire could be catastrophic because electricity production could stop. It is cost-effective for the Power Plant to have a company under contract to provide these services because of their

specialized knowledge of current National Fire Protection Association (NFPA) code requirements and of mitigation equipment currently utilized in this industry.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF CONTRACT FOR POWER PLANT MAINTENANCE SERVICES

BACKGROUND:

The Electric Utility has two coal-fired, high-pressure steam generation units within the City's Power Plant, referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of both emergency and planned repairs and service. Services include a large variety of boiler and pressure vessel maintenance and repairs, structural steel, pump and piping work, coal handling system, coal pulverizer work, and other miscellaneous mechanical Power Plant work.

The repair of the equipment on these generation units requires professional trade crafts such as boilermakers, steam/pipe fitters and millwrights. The crafts are certified to install and repair high-pressure vessel and piping systems and other apparatus of the generation units. One of the most important aspects of this work is to provide the dependable, high pressure certified repairs and documentation required by State Code.

On June 11, 2013, City Council awarded a contract to ProEnergy Services LLC, Sedalia, MO, for the Power Plant maintenance services contract to be furnished as requested from July 1, 2013, through June 30, 2014. The contract was in an amount not-to-exceed \$550,000. The original contract has the option for the City to renew in one-year increments for up to four additional years.

Council should note that the rates which will be charged by ProEnergy Services, LLC will be unchanged for next year. This is the second renewal out of four maximum.

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The FY 2015/16 operating budget for Electric Production includes \$720,000 for this contract. There is additional work in the plant pertaining to the removal of old equipment to make way for the plant conversion that has caused the budget to increase from the original contract amount. Actual payments are calculated on unit prices bid and work performed limited by the available budget amount.

ALTERNATIVES:

1. Approve the contract renewal with ProEnergy Services LLC, Sedalia, MO, for the Power Plant Maintenance Services Contract for the one-year period from July 1, 2015, through June 30, 2016, and approve the contract and bond. Total work in FY 2015/16 shall be an amount not-to-exceed \$720,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for boiler repair and maintenance, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF CONTRACT FOR ELECTRIC DISTRIBUTION LINE CLEARANCE PROGRAM

BACKGROUND:

This contract includes nearly all of the requirements for tree trimming services for Electric Services as part of the Line Clearance Program during the 2013/14, 2014/15 and 2015/16 fiscal years. It does not cover large storm-related emergency situations.

Electric Services has divided the community into 11 areas for tree trimming. Over a five-year time period, the tree trimming crew will trim in all 11 areas. Trimming is done to minimize electric system outages caused by trees and tree branches.

On June 11, 2013, City Council awarded a contract to Asplundh Tree Expert Co., of Fairfax, Iowa, for these tree trimming services. This contract contained two renewal options. **The period from July 1, 2015 through June 30, 2016, is the second and final renewal option subject to Council approval of funding for the Line Clearance Program.** Hourly rates for FY 2015/16 are shown on the attached sheet. The labor and equipment rates shown represent a 2% increase from FY 2014/15 in accordance with the contract terms initially established.

The approved operating budget for FY2015/16 includes \$297,448 for this program.

Services provided under this contract are monitored by Electric Services staff to ensure tree trimming is performed properly and expenditures are in accordance with the approved funding level. Payments will be based on hourly rates, unit prices bid, and actual work performed. Total cost for FY 2015/16 shall be for the not-to-exceed amount of \$297,448.

ALTERNATIVES:

1. Approve the contract renewal with Asplundh Tree Expert Co., Fairfax, IA, for the Electric Distribution Line Clearance Program for the one-year period from July 1, 2015, through June 30, 2016. Actual payments will be calculated on unit prices bid and actual work performed in an amount not-to-exceed \$297,448 for FY 2015/16.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

An on-going tree trimming program helps mitigate the number of customer interruptions resulting from extreme weather events. Alternative No. 1 establishes a fixed price

contract for performance of the required tree trimming services at the best price, obtained via the competitive sealed bid process. It has proven to be very cost-effective to have a company under contract to provide these services.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



**ASPLUNDH TREE EXPERT COMPANY
FAIRFAX, IOWA
FY 2015 / 2016 RATES**

HOURLY RATES

LABOR DESCRIPTION	STRAIGHT TIME	TIME & ONE-HALF
Working Foreman	\$31.89	\$43.05
Trimmer A	\$28.67	\$38.71
Trimmer B	\$27.58	\$37.22
Trimmer C	\$25.44	\$34.34
Trimmer D	\$23.98	\$32.38
Ground Person	\$22.51	\$30.39
Line Permitter	\$28.67	\$38.71
EQUIPMENT DESCRIPTION	RATE PER CREW HOUR	
Hydraulic aerial device	\$14.25	
Manual aerial device	\$8.31	
Chip truck	\$8.31	
Brush Tractor	\$62.85	
Truck&Trailer for Brush trac.	\$15.01	
Hydro Axe	\$70.94	
Truck&Trailer for Hydro Axe.	\$17.90	
Pick-up Truck	\$7.92	
Power saw	\$0.47	
Brush Chipper	\$4.40	
Hand pruning equip.	No Charge	
Ropes and body belts	No Charge	
MATERIALS & SUPPLIES	BID PRICE	
Weedone CB		
Banvel CST per gal		
Garlon 4 per gal	\$30.43	
Tree Paint: Maintain A per case of 12 13 Oz.cans	\$81.07	
Other supplies Cost plus %	10%	

COUNCIL ACTION FORM

SUBJECT: POWER PLANT SPECIALIZED WET/DRY VACUUM, HYDRO BLAST, AND RELATED CLEANING SERVICES CONTRACT RENEWAL

BACKGROUND:

The Electric Utility's two coal-fired, high-pressure steam generation units in the Power Plant are referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. The cleaning and special preparation of the boiler surfaces on these generation units requires professional tradecrafts and maintenance experts. Both units operate under environmental conditions with high heat and high pressure, resulting in slag and other industrial debris coating the boiler and other plant equipment surfaces. Prior to repair and maintenance work, it is necessary to have the surfaces professionally cleaned using high-pressure water jets and vacuums.

In order to clean the surfaces, outside contractors are used who can provide mobile high pressure generator trucks with hoses and lances to cut through and wash away the industrial debris coatings. These same firms have the industrial vacuum trucks that can accumulate and contain this industrial debris for proper disposal. The goal of this contract is to meet these requirements in the most economical manner.

On May 13, 2014, Council awarded a contract to Bodine Services of Clinton, LLC, Clinton, Iowa, for the specialized wet/dry vacuum, hydroblast and related cleaning services. These services were to be furnished as requested from July 1, 2014, through June 30, 2015, in an amount not-to-exceed \$67,000.

This contract included the option for the City to renew in one-year increments for up to four additional years. Staff recommends renewing the agreement for FY 2015/16. There is a rate provision under this contract that increases rates at fixed percentages above the previous fiscal year's contracted rates at time of renewal. The yearly rate increase is 2% for Labor, Travel & Subsistence, and Equipment & Tools. This increase is in accordance with the contract terms initially established. **This is the first renewal out of four maximum.**

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.

- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY2015/16 Power Plant operating budget includes \$68,000 for miscellaneous services to be performed under this contract. Invoices paid will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Approve the contract renewal with Bodine Services of Clinton, LLC, Clinton, Iowa, for the specialized wet/dry vacuum, hydroblast and related cleaning services for the one-year period from July 1, 2015, through June 30, 2016, and approve the contract and bond. Total work in FY 2015/16 shall be an amount not to exceed \$68,000.
2. Do not renew the agreement and direct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for these specialized cleaning services, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF CONTRACT FOR ELECTRIC MARKET PARTICIPANT SERVICES SOFTWARE

BACKGROUND:

This action involves renewal of a subscription for market specific software that provides the necessary tools to electronically communicate and conduct transactions with the Midcontinent Independent Transmission System Operator (MISO) Energy Market.

This software assists Electric Services in managing the load (the electrical demand of our customers), the generation from the City's Power Plant, our wind resources, plus the imported power from the MISO market to satisfy customers' electrical consumption. The use of this software allows staff to make informed decisions on how to engage in the MISO market, and enables staff to check the accuracy of MISO's very complex billing system. Rather than owning the software, the City leases it and contracts for needed support services.

On April 22, 2014, City Council awarded a contract to MCG Energy Solutions, LLC., Minneapolis, MN, in the amount of \$118,800 for MISO Market Participant Services for Electric Services.

This contract included the option for the City to renew in one-year increments for up to two additional years. Staff recommends renewing the agreement for FY 2015/16. The price escalator provision under this contract increases the monthly rate by 1% above the previous fiscal year's monthly rate at time of renewal. The contract amount for the coming year will be \$119,988. This increase is in accordance with the contract terms initially established. **This is the first renewal out of two maximum.**

The approved FY2015/16 operating budget includes \$217,000 for this software and other related support services.

ALTERNATIVES:

1. Approve the contract renewal with MCG Energy Solutions, LLC., Minneapolis, MN, for the MISO Market Participant Services for the one-year period from July 1, 2015, through June 30, 2016 in an amount of \$119,988 plus applicable sales taxes to be paid directly by the City to the State of Iowa.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

This contract provides vital MISO Energy Market software service for Electric Services. The renewal of this contract will continue to provide Ames with the benefit of fixed pricing, continuity of integration and service, and reduced administrative burden.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.



CITY OF
Ames™

Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: April 24, 2015

Subject: Contract and Bond Approval

There are no Council Action Forms for Item Nos. 38 through 40. Council approval of the contract and bond for these projects is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

SUBJECT: ULTRAVIOLET DISINFECTION SYSTEM AT WATER POLLUTION CONTROL FACILITY

BACKGROUND:

On August 14, 2012, City Council approved a contract with Garney Companies for the construction of an Ultraviolet (UV) Disinfection System project at the City's Water Pollution Control (WPC) Facility in the amount of \$1,984,600.

Two change orders were issued totaling \$106,447.71 to complete the project as originally intended. The first change order in the amount of \$124,080.96 was to provide for significant alignment changes to a 60" pipe to tie existing piping into the new UV channels. As a result of alignment changes, additional shoring was needed and unexpected construction difficulties were encountered with the concrete thrust block encasing the existing pipe. The change order also included a monorail and hoist to be able to remove the UV units. Change Order Two was a credit in the amount of \$17,633.25 for a magmeter that did not function properly in this application.

As of March 13, 2015, all work associated with this project has been satisfactorily completed by the contractor. The final construction cost was \$2,091,047.71. An Engineer's Certification of Completion is attached.

ALTERNATIVES:

1. Accept completion of the construction of the WPC UV disinfection project and make final payment and release of retainage to Garney Companies in accordance with contract documents.
2. Do not accept completion of the WPC UV disinfection construction project at this time.

MANAGER'S RECOMMENDED ACTION:

Garney Companies has completed the construction of the WPC UV disinfection construction project to staff's satisfaction and a certification of completion has been issued by the Engineer.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

March 13, 2015

Ms. Kristin Evans
Environmental Engineer
Ames Water and Pollution Control Department
300 E. 5th Street, Bldg #1
Ames, IA 50010

Dear Ms. Evans:

Subject: Ames WPCP Disinfection Project Acceptance

We hereby certify that the UV Disinfection project at the City of Ames Water Pollution Control Plan has been constructed in substantial conformance to the design documents. This certification is based on input from City staff observing the construction and periodic site visits by the design engineers.

We also recommend formal acceptance of the project from the Contractor.

Sincerely,

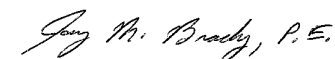
Stanley Consultants, Inc.



Jay Brady, P.E.
Principal Environmental Engineer

jmb:mjh:mus-fs2:22243:04:01:20150313_L_Evans_Acceptance.docx

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.



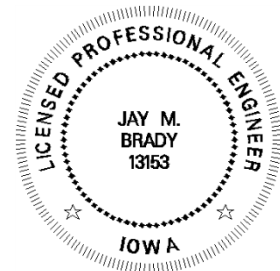
3/13/2015

Jay M. Brady, P.E.

3/13/2015

My license renewal date is December 31, 2016.

Pages or sheets covered by this seal: Letter



This document was sent electronically.

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 406-418 FREEL DRIVE

BACKGROUND:

Subdivision regulations for the City of Ames are part of Chapter 23 of the Ames Municipal Code. The Subdivision Code includes the process for creating or modifying property boundaries and if any improvements are required in conjunction with the platting of property. The City also uses the Subdivision Code as means of reviewing the status of conveyance parcels, a non-conforming lot created through a private conveyance of land, to determine if the lot is indeed a buildable lot. A Plat of Survey is a single-step review within Section 23.308 for City Council approval of minor activities, such as boundary line adjustments and conformance determination of conveyance parcels.

The subject property consists of three platted lots on the east side of Freel Drive. The northern lot contains two existing buildings. (See Attachment A Location Map) The property owner, Lawrence R. Roden Trust, proposes to adjust the boundaries, resulting in two parcels. Additional buildings are planned for these properties, which are zoned General Industrial. (See Attachment B Plat of Survey) The Plat of Survey includes cross access easements to allow for shared access and utility service to both parcels. This fits the existing development pattern of the site and allows for new buildings to be built.

Council approved a preliminary plat for 5 acres that included these parcels on September 9, 2014. However, the applicant no longer desires to move forward with that subdivision and has chosen to reconfigure these parcels as shown.

The current lots now include a portion of the right-of-way of Freel Drive adjacent to this property. **In conjunction with this Plat of Survey, an Acquisition Plat has been submitted. (See Attachment C). A Quit Claim Deed has been submitted, whereby the city of Ames would obtain title to this right-of-way (See Attached).** Freel Drive does not include full frontage improvements along the subject parcels. Plats of Survey do not trigger right-of-way frontage improvements when none exist at the time of the proposed Boundary Line adjustment.

ALTERNATIVES:

1. The City Council can approve the Plat of Survey and the acquisition of the Right of Way in order to plat the property at 406-418 Freel Drive and take ownership of that portion of the Right of Way for Freel Drive with the following approvals:
 - a. The City Council can adopt a resolution approving the proposed Plat of Survey for Freel Drive, and
 - b. The City Council can adopt a resolution approving the Quit Claim Deed conveying street right of way from the property owner to the City of Ames.

2. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Pursuant to Section 23.308(4)(c), staff has determined that the proposed plat of survey satisfies all code requirements and has rendered a preliminary decision to approve the proposed plat of survey.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby approving the Plat of Survey and the quit claim deed for conveyance of street right-of-way to the City of Ames.

Approval of the resolutions will allow the applicant to prepare the official plat of survey, and the Planning & Housing Director to review and sign the plat of survey confirming that it fully conforms to all conditions of approval. Once signed by the Planning & Housing Director, the prepared plat of survey may then be signed by the surveyor, making it the official plat of survey, which may then be recorded in the office of the County Recorder.

SUBJECT: PLAT OF SURVEY 406-418 FREEL DRIVE

Application for a proposed plat of survey has been submitted for:

- Conveyance parcel (per Section 23.307)
- Boundary line adjustment (per Section 23.309)
- Re-plat to correct error (per Section 23.310)
- Auditor's plat (per Code of Iowa Section 354.15)

The site is located at:

Owner: Lawrence R. Roden Trust
Street Address: 406-418 Freel Drive

Assessor's Parcel #: 0912251135, 0912251110, 0912251120, 0912251090,
0912251100,

Legal Description: Lots 16 – 18 Woodland Acres, Plat 2

Public Improvements:

The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

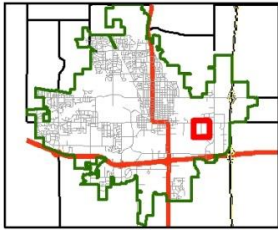
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable.

Note: The official plat of survey is not recognized as a binding plat of survey for permitting purposes until a copy of the signed and recorded plat of survey is filed with the Ames City Clerk's office and a digital image in Adobe PDF format has been submitted to the Planning & Housing Department.

**ATTACHMENT A
LOCATION MAP**



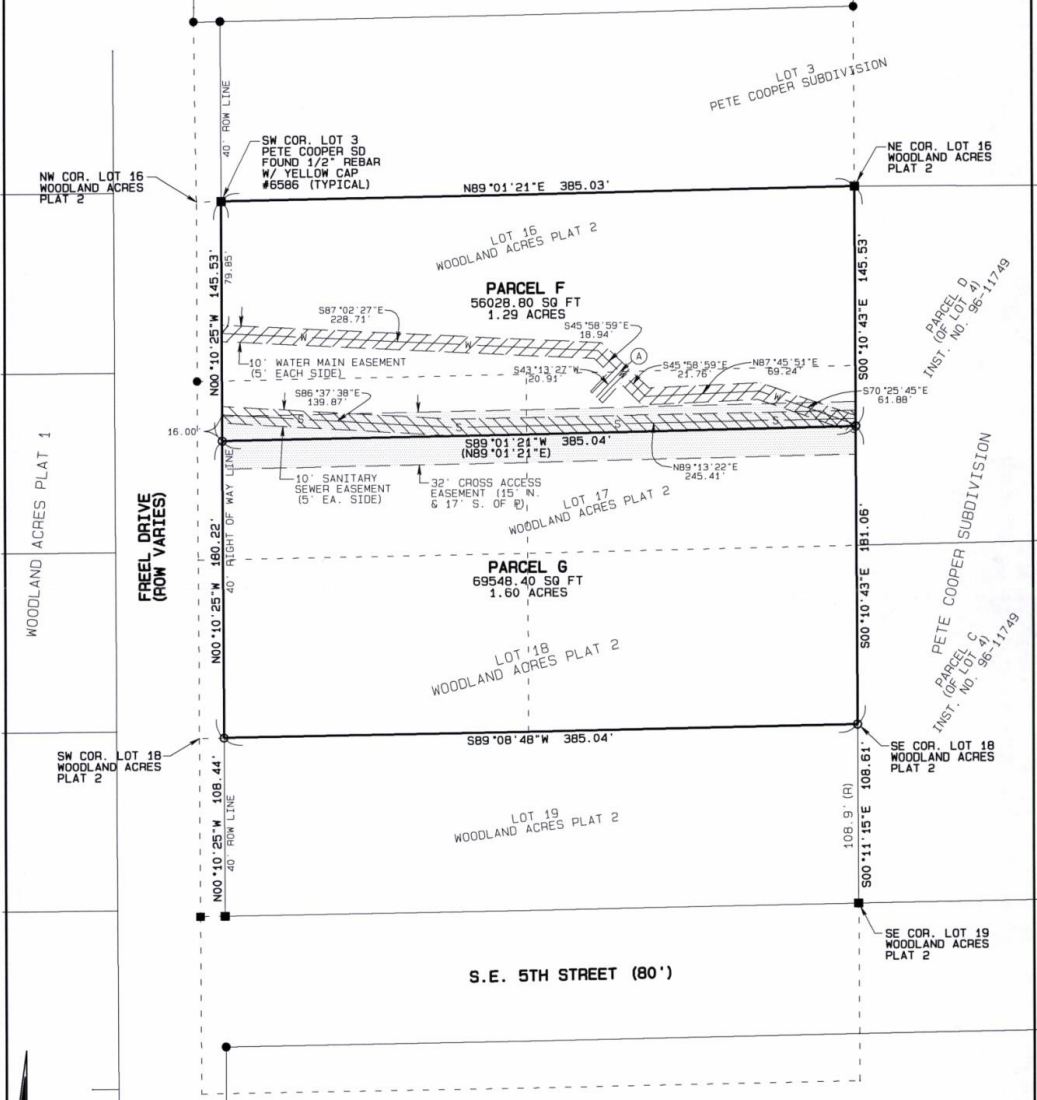
**LOCATION MAP
406-418 Freel Drive**



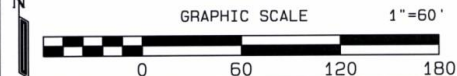
ATTACHMENT B
PROPOSED PLAT OF SURVEY-1

R. BRADLEY STUMBO P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

PLAT OF SURVEY



○ = SET 1/2" REBAR W/ YELLOW CAP #17161



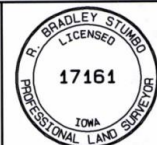
PROPRIETOR: LAWRENCE N. RODEN TRUST
SURVEY REQUESTED BY: LARRY RODEN

STUMBO & ASSOCIATES
LAND SURVEYING

510 S. 17TH STREET, SUITE #102
AMES, IOWA 50010
PH. 515-233-3689 • FAX 515-233-4403

Certification: I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Date: _____
R. Bradley Stumbo License #17161
My license renewal date is December 31, 2015
Job #9138PS Date: 4/20/15 Page 1 of 2
Fieldwork Completed: 2/25/14



ATTACHMENT B
PROPOSED PLAT OF SURVEY-2

Page 2 of 2
Job #9138PS

Survey Description-Parcel 'F':

Lot 16, except the West 15.00 feet thereof, and part of Lot 17, except the West 15.00 feet thereof, all in Woodland Acres Plat 2, City of Ames, Story County, Iowa, all together being described as follows: Beginning at the Northeast Corner of said Lot 16; thence S00°10'43"E, 145.53 feet along the East line of said Lots 16 and 17; thence S89°01'21"W, 385.04 feet to the East line of Freel Drive; thence N00°10'25"W, 145.53 feet along said line to the North line of said Lot 16; thence N89°01'21"E, 385.03 feet to the point of beginning, containing 1.29 acres.

Survey Description-Parcel 'G':

Lot 18, except the West 15.00 feet thereof, and part of Lot 17, except the West 15.00 feet thereof, all in Woodland Acres Plat 2, City of Ames, Story County, Iowa, all together being described as follows: Commencing at the Northeast Corner of Lot 16 in said Woodland Acres Plat 2; thence S00°10'43"E, 145.53 feet along the East line of said Lots 16 and 17 to the point of beginning; thence continuing S00°10'43"E, 181.06 feet to the Southeast Corner of said Lot 18; thence S89°08'48"W, 385.04 feet along the South line thereof to the East line of Freel Drive; thence N00°10'25"W, 180.22 feet along said line; thence N89°01'21"E, 385.04 feet to the point of beginning, containing 1.60 acres.

Survey Description-Water Main Easement:

A strip 10.00 feet in width across Parcels F and G of Lots 16, 17 and 18, Woodland Acres Plat 2, City of Ames, Story County, Iowa, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the West line of said Parcel F which is 79.85 feet South of the Northwest Corner thereof; thence S87°02'27"E, 228.71 feet; thence S45°58'59"E, 18.94 feet to Point "A"; thence continuing S45°58'59"E, 21.76 feet; thence N87°45'51"E, 69.24 feet; thence S70°25'45"E, 61.88 feet to the East line of said Parcel F, and there terminating; AND beginning at said Point "A"; thence S43°13'27"W, 20.91 feet, and there terminating.

Survey Description-Sanitary Sewer Easement:

A strip 10.00 feet in width across Parcels F and G of Lots 16, 17 and 18, Woodland Acres Plat 2, City of Ames, Story County, Iowa, being situated 5.00 feet on each side of the following centerline: Beginning at a point on the West line of said Parcel F which is 16.00 feet North of the Southwest Corner thereof; thence S86°37'38"E, 139.87 feet; thence N89°13'22"E, 245.41 feet to the East line of said Parcel F, and there terminating.

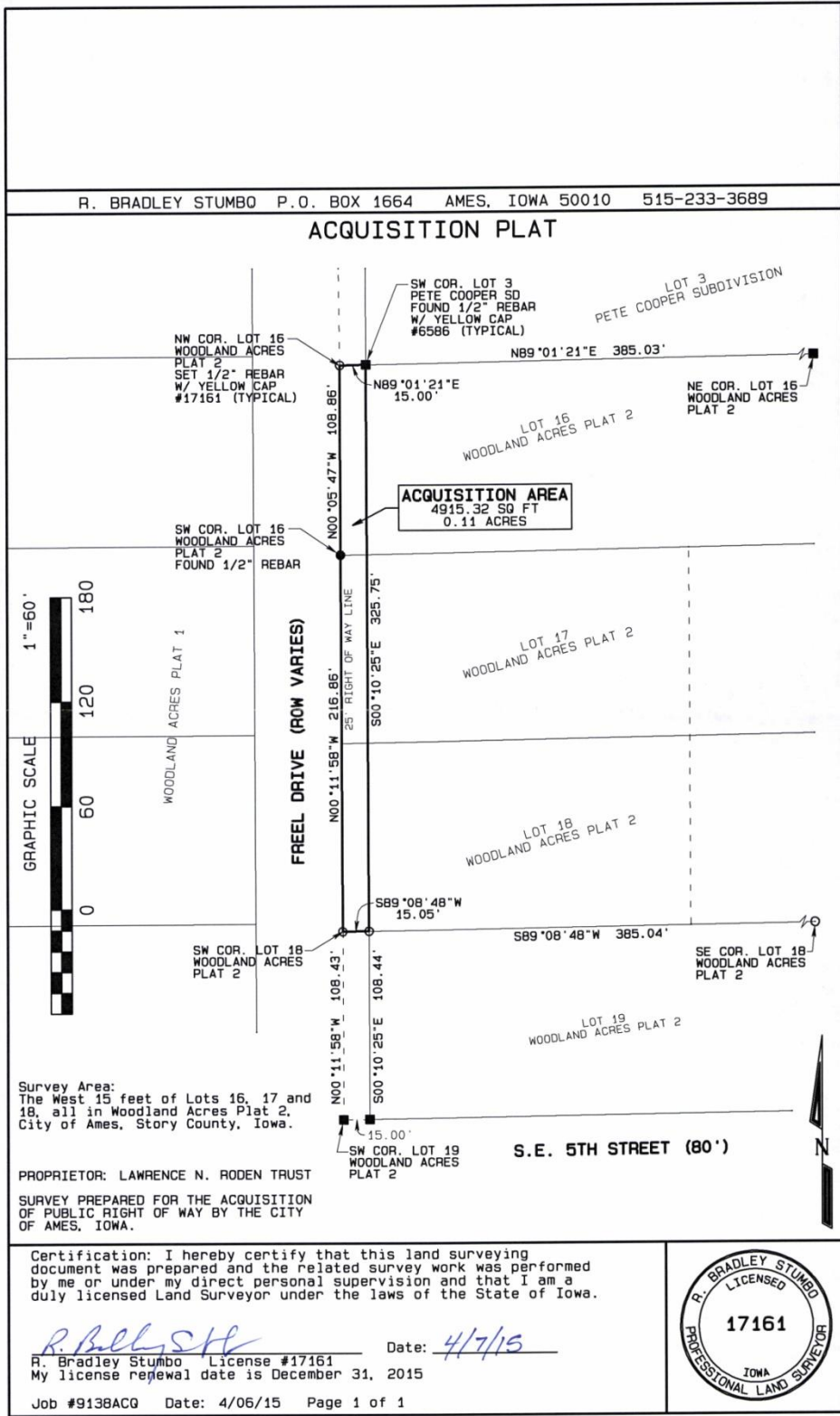
Survey Description-Cross Access Easement:

The South 15.00 feet of Parcel F and the North 17.00 feet of Parcel G, all of Lots 16, 17 and 18, Woodland Acres Plat 2, City of Ames, Story County, Iowa.

The Ames City Council approved this Plat of Survey on _____, 2015, with Resolution No. _____. I certify that this plat conforms to all conditions of approval.

Planning and Housing Director

ATTACHMENT B ACQUISITION PLAT



COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR SUNSET RIDGE 6TH ADDITION

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. Often the subdivision is developed in phases, called "additions." After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat.

Sunset Ridge is located north of Lincoln Way at the west corporate limits of the city. The property owner for the Sunset Ridge Subdivision 6th Addition, Hunziker Land Development Company, LLC, is now requesting approval of a Final Plat. (See Attachment A, Location Map and Attachment B, Final Plat) This proposed addition is approximately 12.78 acres and includes 40 single-family residential lots, one outlot for storm water detention and utility purposes, and three lots for the extension of public right of way for Westfield Drive, Allerton Drive, and Hartford Drive. Two other outlots include areas reserved for future additions.

Existing public utilities around the perimeter of the subject property are adequate to serve all of the proposed lots. From these utilities, additional mains will be installed to serve all of the lots internally. Easements are being provided to the City as required for mains that will serve multiple lots and fire hydrants. The extension of streets (Westfield and Allerton) within the addition has been found by the Fire Department to require additional temporary access and turnaround areas on the west end of the streets during the construction phase of the development. A sketch of the fire truck turnarounds has been submitted and approved by the Fire Department for the 6th Addition Final Plat (Attachment C). The temporary turnarounds must be in place prior to construction of the new homes on Allerton or Westfield to meet Fire Code requirements.

The Public Works Department has verified that a portion of the public utilities and curb and gutter construction required for the subdivision has been completed and acceptable. An "Agreement for Public Improvements," which has been prepared for City Council approval with the Final Plat, identifies the need for financial security for the

completion of remaining storm sewer, sanitary sewer, curb and gutter, street paving, pedestrian ramps, street lights, and COSESCO bond. Financial security in the amount of \$365,031 has been received and placed on file with the City Clerk's Office. This financial security will be released upon satisfactory completion of these improvements.

The applicant has also provided an agreement for the installation of street trees and sidewalks, but has requested a waiver of providing financial security for these improvements. As an alternative to installing sidewalks before lots are platted, Section 23.403(14) allows deferment of sidewalks with financial security when installation is considered premature. Notwithstanding this code requirement for financial security, the City Council's past practice has been to accept a signed, written agreement for sidewalk and street trees from the owner specifying that, in lieu of financial security, occupancy of new structures will not be permitted by the City until the sidewalks and street trees associated with each individual lot are installed. Consistent with this practice, the City Council may wish to waive this financial security condition and allow sidewalk and street trees to be deferred until occupancy of structures on abutting sites.

Staff also notes that the proposed amendments to the Subdivision Code (City Council Meeting 4/14/15) for 5-foot sidewalks and for mandatory installation of all sidewalks within 3 years would not apply to this final plat.

ALTERNATIVES:

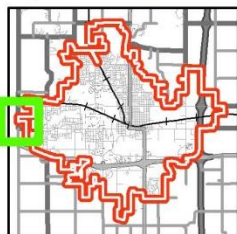
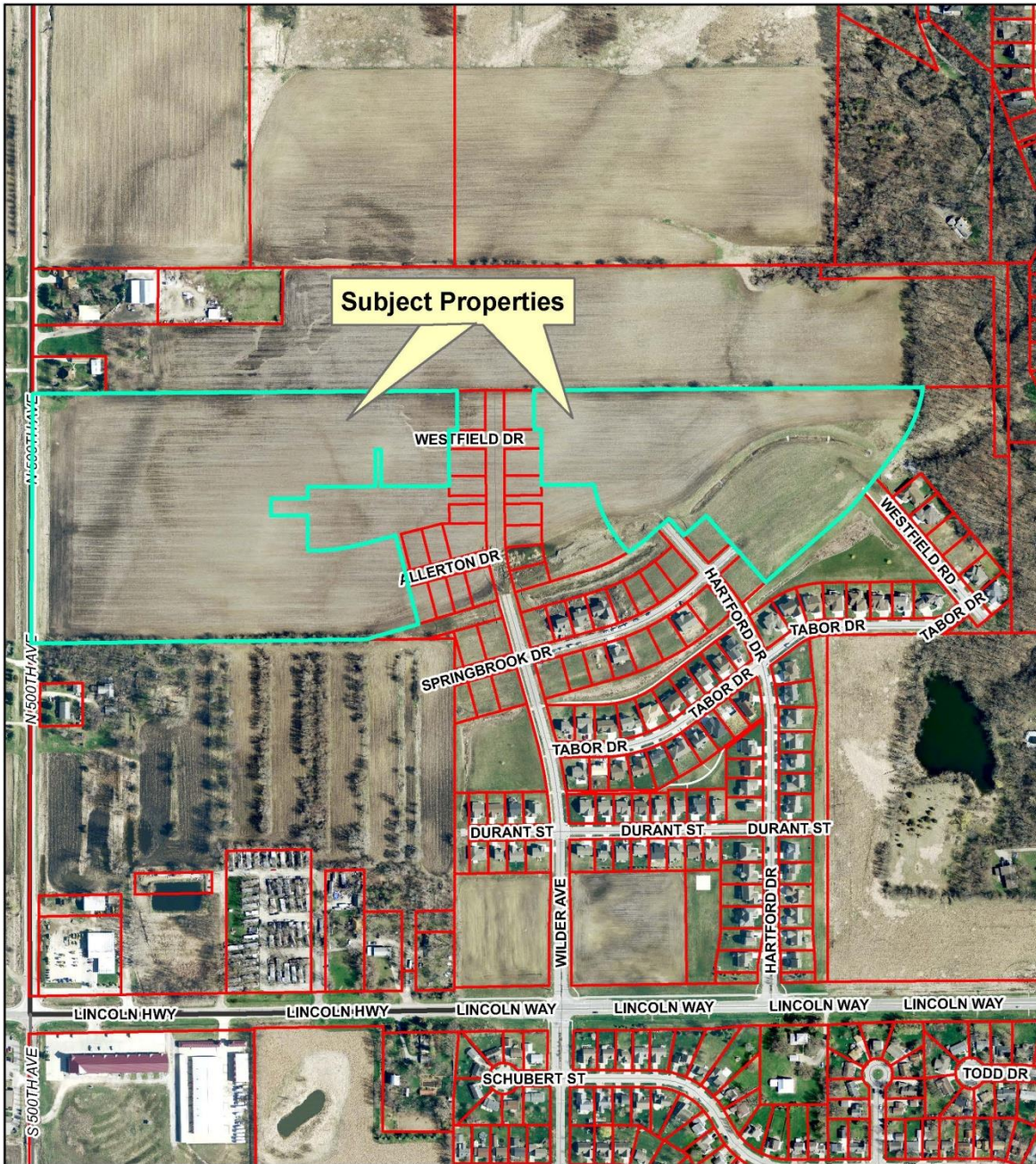
1. The City Council can take the following two actions:
 - A. Waive the subdivision code requirement for financial security for sidewalks and street trees in the Sunset Ridge Subdivision 6th Addition, since the Developer has signed the "Agreement for Sidewalk and Street Trees" requiring the installation of these improvements prior to occupancy or within 24 months of issuance of a building permit; and,
 - B. Approve the Final Plat of Sunset Ridge 6th Addition, based upon findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans with an Improvement Agreement and financial security.
2. The City Council can deny the Final Plat for Sunset Ridge 6th Addition 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.
3. The City Council can refer this request back to staff or the applicant for additional information.

MANAGER'S RECOMMENDED ACTION:

Staff has evaluated the proposed final subdivision plat, and has determined that the proposal is consistent with the Master Plan and Preliminary Plat approved by City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code.

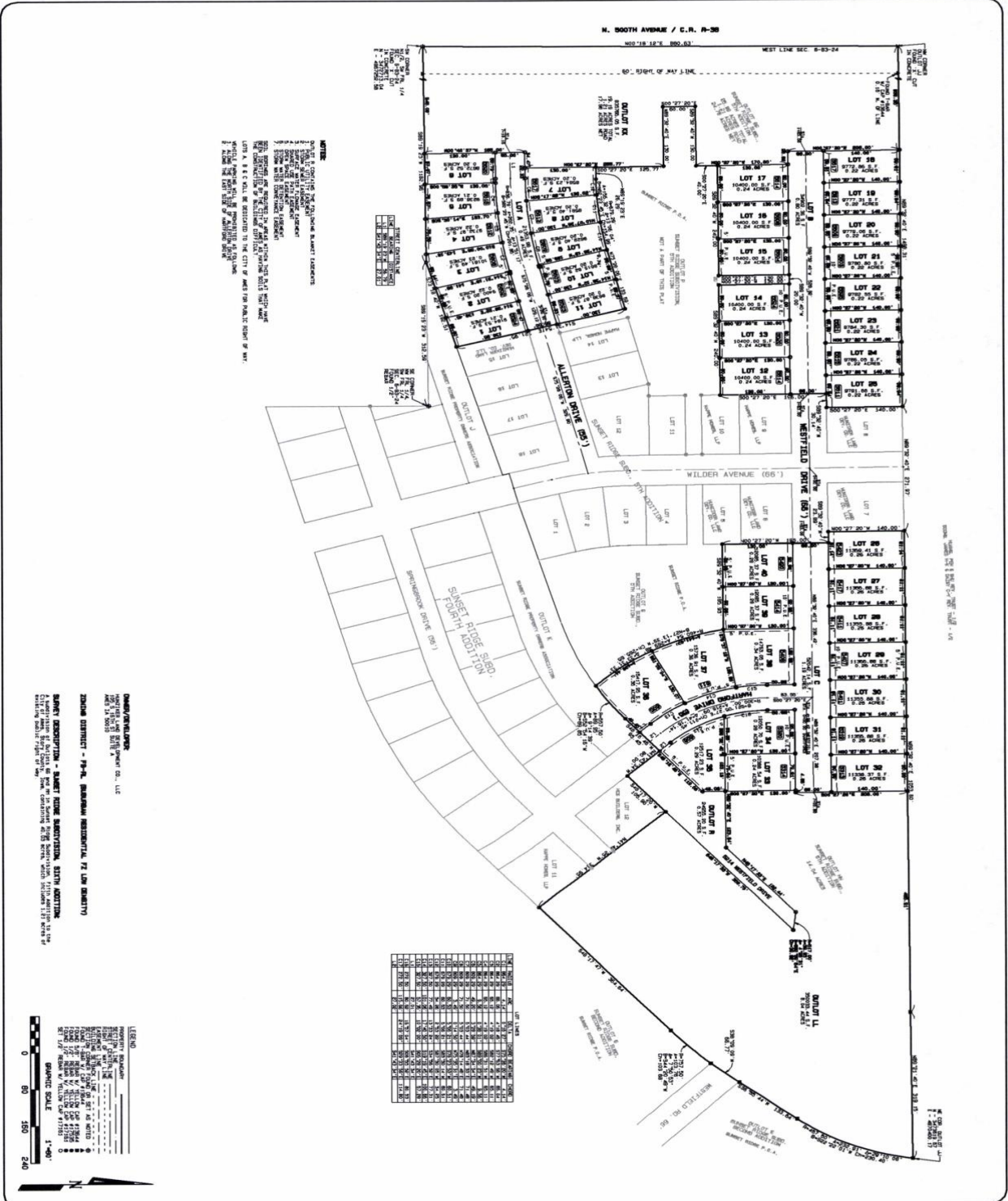
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as described above.

**Attachment A
Location Map**



**Location Map
Sunset Ridge Subdivision
6th Addition**

Attachment B



STUMBO & ASSOCIATES
LAND SURVEYING
 510 S. 17TH STREET, SUITE 102 AMES, IOWA 50010
 PHONE 515-233-3684 FAX 515-233-4403

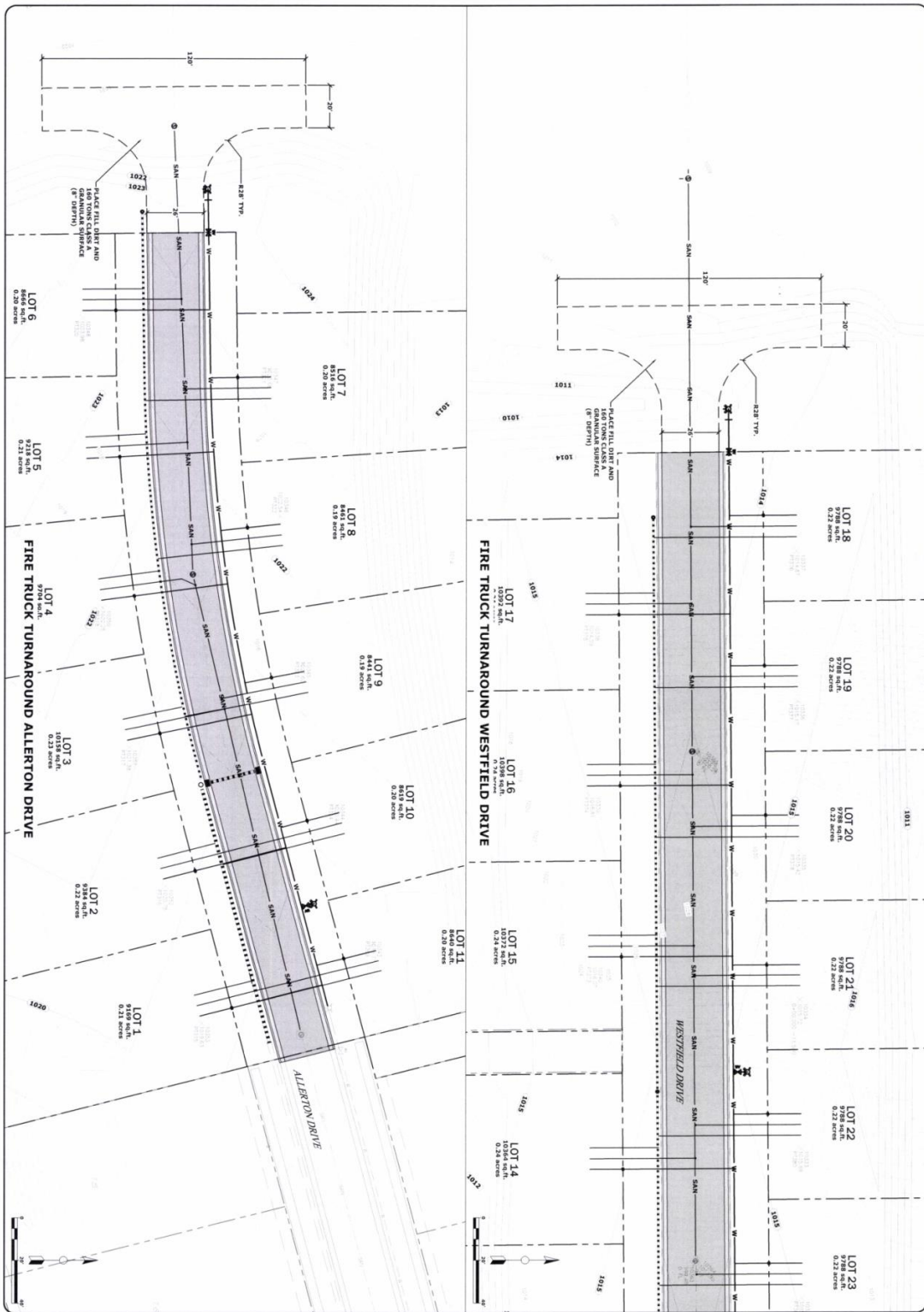
FINAL PLAT
SUNSET RIDGE SUBDIVISION
SIXTH ADDITION
 A SUBD. OF OUTLOTS GG & HH IN SUNSET RIDGE
 SUBDIVISION, 5TH ADDN., AMES, STORY COUNTY, IOWA.
 JOB #16494FP6 DATE: 4/14/15 PAGE: 1 of 1

Certification: I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and the State of Iowa. My license number is 17161.
R. Stumbo Date: 4/14/15
 R. Bradley Stumbo, License #17161
 My license renewal date is December 31, 2018



lat

Attachment C Temporary Fire Truck Turnarounds



<p>PROJECT NO. 53451-144</p> <p>SHEET A</p>	<p>FIRE TRUCK TURNAROUNDS PUBLIC IMPROVEMENT PLANS SURREY RIDGE SUBDIVISION 6TH ADDITION AMES, IOWA</p>		<p>FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>08/18/14</td> <td>REVISED AS PER COA REVIEW COMMENTS</td> <td>SAB</td> <td>04/15</td> </tr> <tr> <td></td> <td></td> <td>DRAN</td> <td>SRS</td> </tr> <tr> <td></td> <td></td> <td>CHECKED</td> <td></td> </tr> <tr> <td></td> <td></td> <td>LAST UPDATE:</td> <td>04/15/14</td> </tr> </tbody> </table>	DATE	REVISION	BY	DATE	08/18/14	REVISED AS PER COA REVIEW COMMENTS	SAB	04/15			DRAN	SRS			CHECKED				LAST UPDATE:	04/15/14
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		CHECKED																						
		LAST UPDATE:	04/15/14																					

Attachment D

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:

Code of Iowa, Chapter 354.8 states in part:

A proposed subdivision plat lying within the jurisdiction of a governing body shall be submitted to that governing body for review and approval prior to recording. Governing bodies shall apply reasonable standards and conditions in accordance with applicable statutes and ordinances for the review and approval of subdivisions. The governing body, within sixty days of application for final approval of the subdivision plat, shall determine whether the subdivision conforms to its comprehensive plan and shall give consideration to the possible burden on public improvements and to a balance of interests between the proprietor, future purchasers, and the public interest in the subdivision when reviewing the proposed subdivision and when requiring the installation of public improvements in conjunction with approval of a subdivision. The governing body shall not issue final approval of a subdivision plat unless the subdivision plat conforms to sections 354.6, 354.11, and 355.8.

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)

COUNCIL ACTION FORM

REQUEST: REZONING OF PROPERTY AT 2622 LINCOLN WAY, 130 S. SHELDON AVENUE AND 119 HAYWARD AVENUE FROM GOVERNMENT-AIRPORT (S-GA) TO CAMPUSTOWN SERVICE CENTER (CSC)

BACKGROUND INFORMATION:

The Collegiate United Methodist Church located at 2622 Lincoln Way owns multiple parcels fronting on Lincoln Way, Sheldon Avenue, and Hayward Avenue. The majority of this land is currently zoned Campustown Service Center (CSC). In 2007 the Church purchased two properties from Iowa State University abutting College Creek (130 S. Sheldon and 119 Hayward). These properties were platted but never rezoned to the CSC zone to match the rest of the church properties.

The Church is now seeking to rezone these properties, along with a sliver of land along the south property line of the main church property (2622 Lincoln Way) which appears to have been an inconsistency of the zoning district line to the property line at the time of adoption of the current zoning map in May of 2000. The location and existing zoning of the properties are shown on Attachment 1.

The request is to rezone three parcels. The first parcel, 130 S. Sheldon, is a 0.37 acre parcel located south of the Lighthouse Baptist Campus Ministry property and east of the existing Collegiate Methodist Church and Wesley Foundation Annex. The second parcel, 119 Hayward Avenue, is a 0.11 acre parcel, located along the eastern boundary of the church properties, south of US Bank and the church parking lot and north of College Creek. The third parcel proposed for rezoning is a 0.06 acre sliver of property along the southern boundary of 2622 Lincoln Way, the main church parcel.

The owner seeks to rezone the three parcels to Campustown Service Center (CSC) in order to unify the site in zoning classification with the intent of constructing an accessory maintenance garage and shop building for the church. To place a structure in this interior location of the site, the zoning lines and property lines must be adjusted. Ultimately a lot consolidation is planned which will require approval of a Plat of Survey by the City Council subsequent to rezoning. Based on the intended size of the accessory structure, a Special Use Permit for the construction of the maintenance garage and potential variances may be needed to meet the development and design standards of the CSC zone. The Special Use Permit and any variances would require approval of the Zoning Board of Adjustment prior to construction.

A full analysis of the rezoning petition is included in the attached addendum.

Planning and Zoning Commission Recommendation. At its public hearing on April 1, 2015, the Planning and Zoning Commission voted 4-0 to recommend that the City Council rezone the subject properties from S-GA to CSC. A representative of the owner

spoke in regards to the rezoning petition. No others spoke in favor of or opposition to the petition.

ALTERNATIVES:

1. The City Council can approve the request for rezoning of the properties at 130 S. Sheldon Avenue, 119 Hayward Avenue and 2622 Lincoln Way from Government-Airport (S-GA) to Campustown Service Center (CSC), based upon staff's findings and conclusions as found in the addendum.
2. The City Council can deny the request for rezoning from Government-Airport (S-GA) to Campustown Service Center (CSC) if it finds that the City's regulations and policies are not met.
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

As noted in the attached addendum, the proposed rezoning is consistent with the Land Use Policy Plan land use designations and policies.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby approving the request for rezoning of the subject parcels from Government-Airport (S-GA) to Campustown Service Center (CSC).

ADDENDUM

REZONING BACKGROUND:

Existing Land Use Policy Plan. The LUPP designation of the entire subject area is Downtown Service Center. This designation applies to the entire area lying south of Lincoln Way from S. Sheldon Avenue to Lynn Avenue (Campustown). An LUPP map of the immediate area can be found in Attachment B. Back in 2006 this area was rezoned to a new CSC zone separate from downtown, created from what was previously known as the Downtown/Campustown Service Center (DCSC) zone. The proposed rezoning is in compliance with the existing Land Use designation of the properties.

Existing Zoning. This rezoning is not intended to change the current use of the subject properties. The religious institution and accessory structures uses with remain on the properties. The subject parcels are currently zoned Government/Airport (S-GA). The remaining Collegiate United Methodist Church properties are zoned Campustown Service Center (CSC), as are the abutting properties to the east and west. The intermodal facility located south and the ISU campus north of the subject sites is zoned Government/Airport.

Existing Uses of Land. Land uses that occupy the subject property and other surrounding properties are described in the following table:

Direction from Subject Property	Existing Land Uses
Subject Property	Permitted and Accessory Religious Uses
North	Iowa State University
East	Commercial
South	College Creek, Intermodal Facility
West	Mixed commercial and multifamily residential

Infrastructure. The Development Review Committee considered this site and found that it is fully served by City infrastructure. Sanitary sewer and water are available, as is electric services. Additional easements may be needed to accommodate the proposed location of the future accessory building which will be determined at the time of Site Plan review.

Access. Access is provided to the site from Lincoln Way, Hayward Avenue and Sheldon Avenue through existing access points and no traffic improvements are anticipated.

Applicant's Statements. The applicant has provided an explanation of the rezoning in Attachment C.

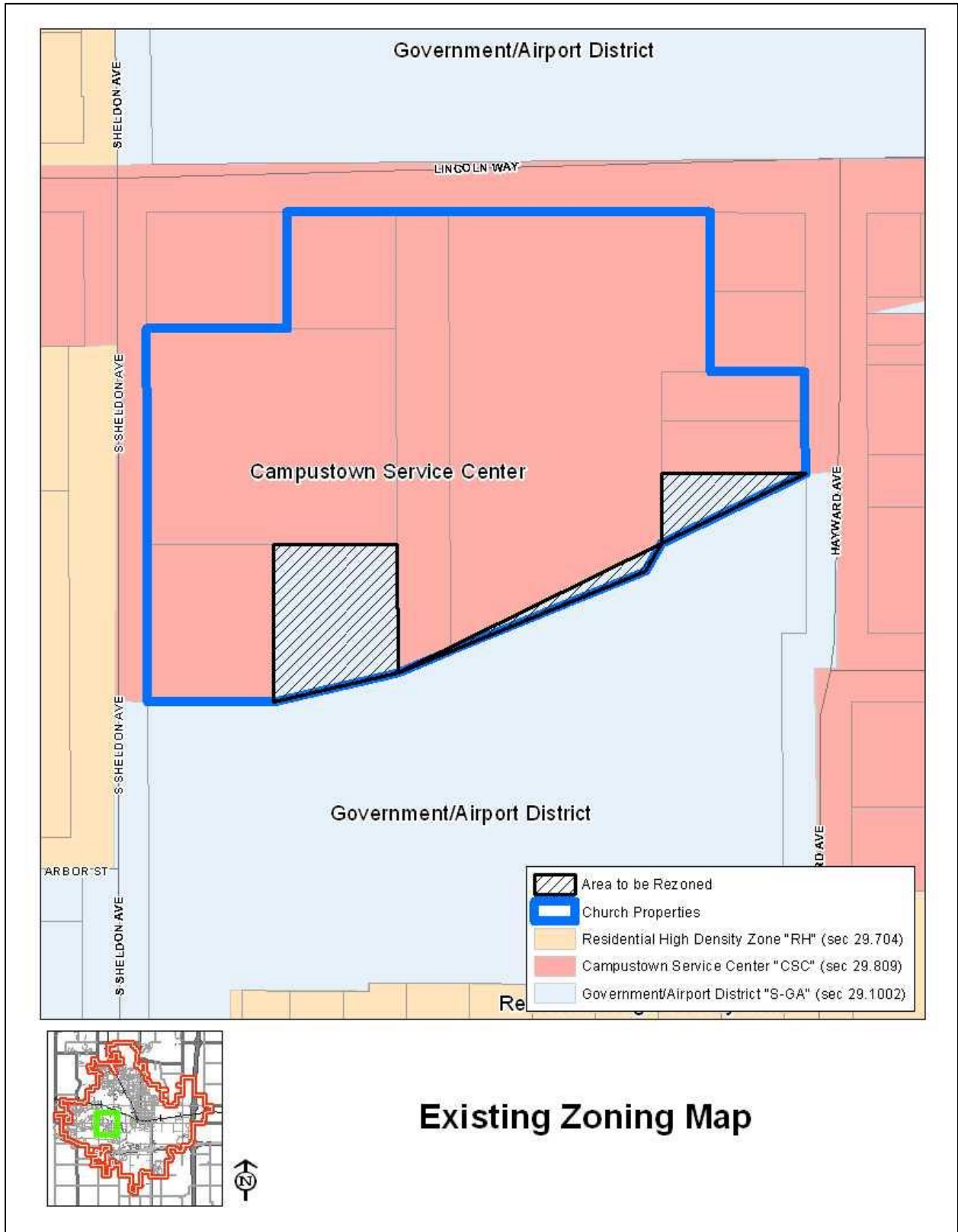
Findings of Fact. Based upon an analysis of the proposed rezoning and laws pertinent to the applicant's request, staff makes the following findings of fact:

1. *Ames Municipal Code Section 29.1507(2)* allows owners of 50 percent or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The property represented by the applicant is entirely under one ownership representing 100 percent of the property requested for rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as "Downtown Services Center."
3. The "Downtown Services Center" land use designation already supports the "CSC Campustown Service Center" zoning designation. Under the "CSC" zoning designation religious institutions and accessory structures and garages larger than 900 square feet are permitted with approval of a Special Use Permit by the Zoning Board of Adjustment.
4. Infrastructure is adequate to serve the site. The owner will need to obtain any necessary easements for service line connections to the site.
5. Existing access to this site will remain from Lincoln Way, South Sheldon Avenue and Hayward Avenue.
6. Minimum lot size in CSC is one acre; however, the applicant controls all adjacent lots and intends to merge the individual lots to exceed the 1 acre minimum lot size.

Public Notice. Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property. As of this writing, no comments have been received.

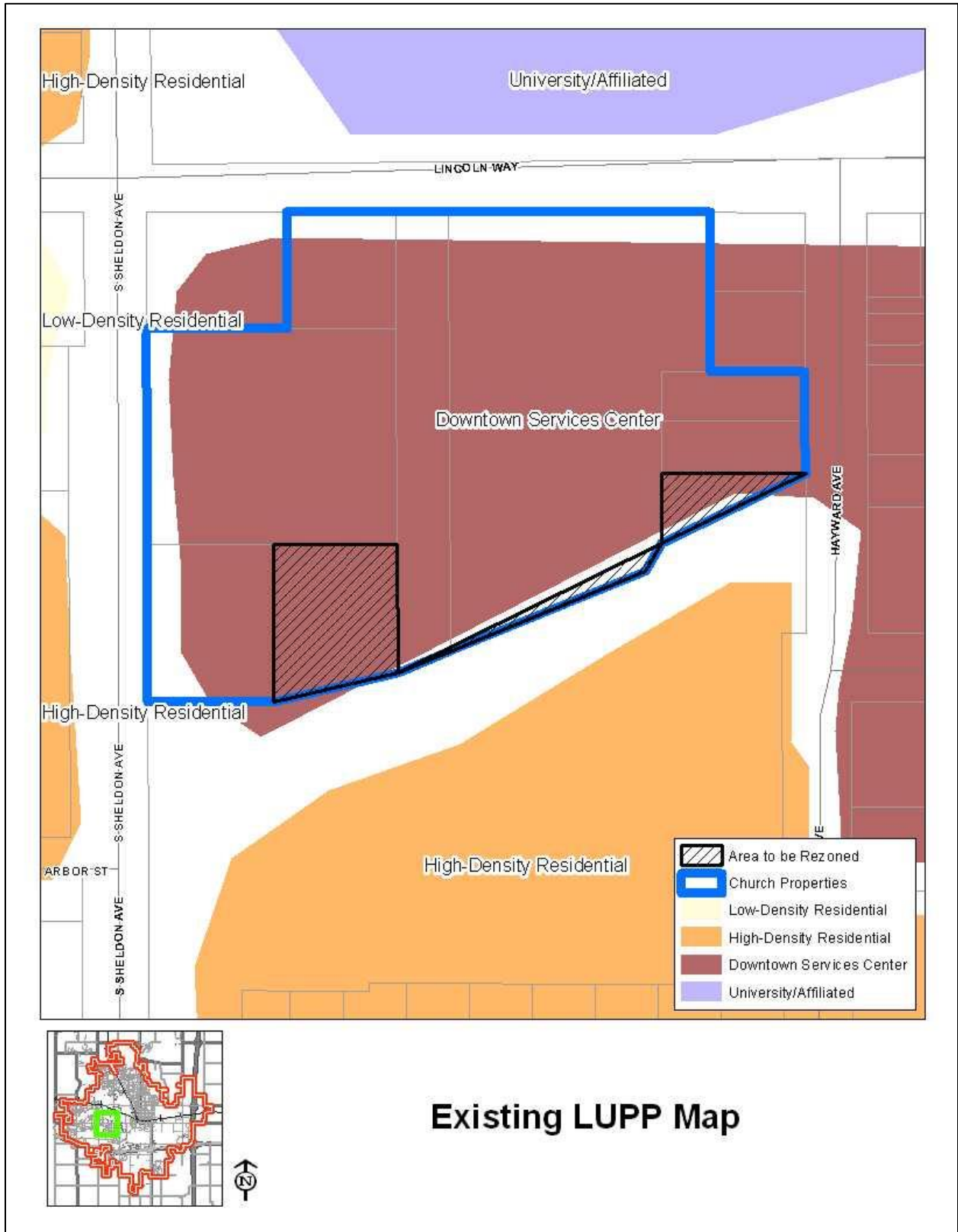
Conclusions. Based upon the analysis in this report, staff concludes that the proposed rezoning of the subject property is consistent with the Future Land Use Map, as well as the Goals and Objectives of the City of Ames Land Use Policy Plan.

Attachment A: Location and Current Zoning



Existing Zoning Map

Attachment B: Land Use Policy Plan Map [Excerpt]



Existing LUPP Map

Attachment C: Applicant's Statement

Collegiate United Methodist Church Re-Zoning Request, February 27, 2015

Checklist Items

Reason for Requesting Rezoning:

The Church desires to consolidate all nine parcels of land currently owned into one parcel. The two parcels labeled "E" and "F" were purchased from Iowa State University in March of 2007 and at the time of purchased were zoned SG-A. The third parcel labeled as "Lots 1, 3 and 8" currently has approximately 98% of the land zoned as CSC and the remaining portion along the very south edge zoned at SG-A. In order to proceed with the consolidation process all lots will need to be zoned the same.

Consistency of this rezoning with the Land Use Policy Plan

The rezoning will not change the use of this land as the property use will remain a religious organization and consistent with the currently Land Use Policy Plan designating this area as Downtown Services Center.

Current Zoning of the property:

Parcel "E" and "F" are zoned SG-A and approximately 2% of the parcel labeled as Lots 1, 3 and 8 is zoned SG-A with remaining 98% zoned CSC.

Proposed Zoning of the Property

All three parcel would be zoned CSC.

Proposed Use of Property

The use of the property would not change and continue to be utilized as a religious organization.

Complete Legal Description

See the attached Legal Description and Retracement Plat of Survey for each parcel

Land Area

Parcel "E", 0.37 Acres or 16,139 Square Feet

Parcel "F", 0.11 Acres or 4,588 Square Feet

Parcel Labeled as "Lots 1, 3 and 8", 1.93 Acres or 84,115 Square Feet of which approximately 1700 Square Feet is zoned as SG-A

Maps

See attachments

Attachment C, Cont.

Collegiate United Methodist Church Re-Zoning Request, February 27, 2015

Legal Descriptions:

Property #1 Labeled as Parcel "E" Legal Description

DESCRIPTION (INST. NO. 2006-00009492)

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN THE AUDITOR'S PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTER'S SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°05'47"W. 121.71 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE N89°46'3B"W. 118.61 FEET ALONG THE SOUTH LINE OF THE NORTH 350.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S00°00'00"W. 150.00 FEET; THENCE N76°49'03"E. 122.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES.

Property #2 Labeled as Parcel "F" Legal Description

DESCRIPTION (INST. NO. 2006-00009493)

A PART OF LOT 2 IN AUDITOR'S PLAT OF BLOCKS 3, 4 AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDMVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S64°23'11"W, 152.87 FEET TO A CORNER ON THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE N00°24'26"E, 66.65 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN SAID AUDITOR'S PLAT; THENCE S89°45'52"E, 137.37 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES.

Property #3 Labeled as Lots 1, 3 and 8 Legal Description

LOTS 1, 3 & 8 IN THE AUDITOR'S PLAT OF BLOCKS 3,4,AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA, CONTAINING 1.93 ACRES.

Attachment C, Cont. 130 S. Sheldon Avenue

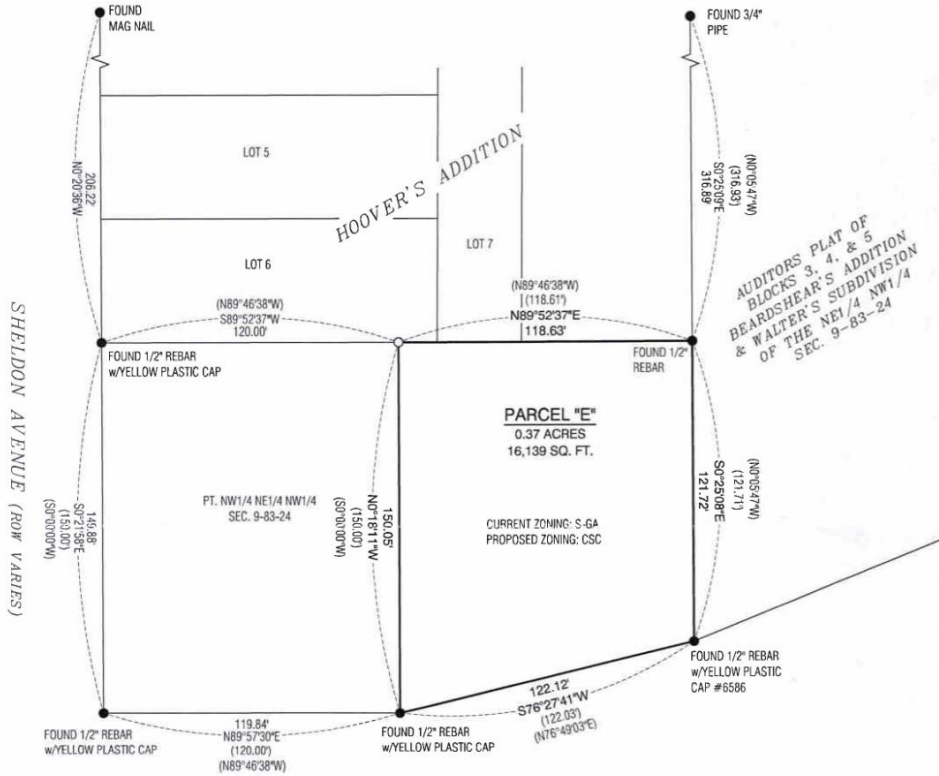
CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

MAR 02 2015

RECEIVED

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

RETRACEMENT PLAT OF SURVEY



DESCRIPTION (INST. NO. 2006-00009492)

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN THE AUDITOR'S PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTER'S SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°05'47"W. 121.71 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE N89°46'38"W. 118.61 FEET ALONG THE SOUTH LINE OF THE NORTH 350.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S00°00'00"W. 150.00 FEET; THENCE N76°49'03"E. 122.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES.
EXISTING ZONING: S-GA
PROPOSED ZONING: CSC

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

OWNER OF RECORD: COLLEGIATE UNITED METHODIST CHURCH & WESLEY FOUNDATION
SURVEY REQUESTED BY: COLLEGIATE UNITED METHODIST CHURCH
FIELD WORK COMPLETED: 12-11-2014

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

COLLEGIATE UNITED METHODIST CHURCH RETRACEMENT SURVEY
PARCEL "E" IN SECTION 9-83-24
CITY OF AMES, STORY COUNTY, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, PLS _____ date _____
Iowa License Number 17162
My License Renewal Date is December 31, 2015
Pages or sheets covered by this seal: THIS SHEET



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.clapsaddle-garber.com

DRAWN	SHEET NO.
WLB	1
DATE	PROJECT NO.
12-18-2014	5529.05

Attachment C, Cont. 119 Hayward Avenue

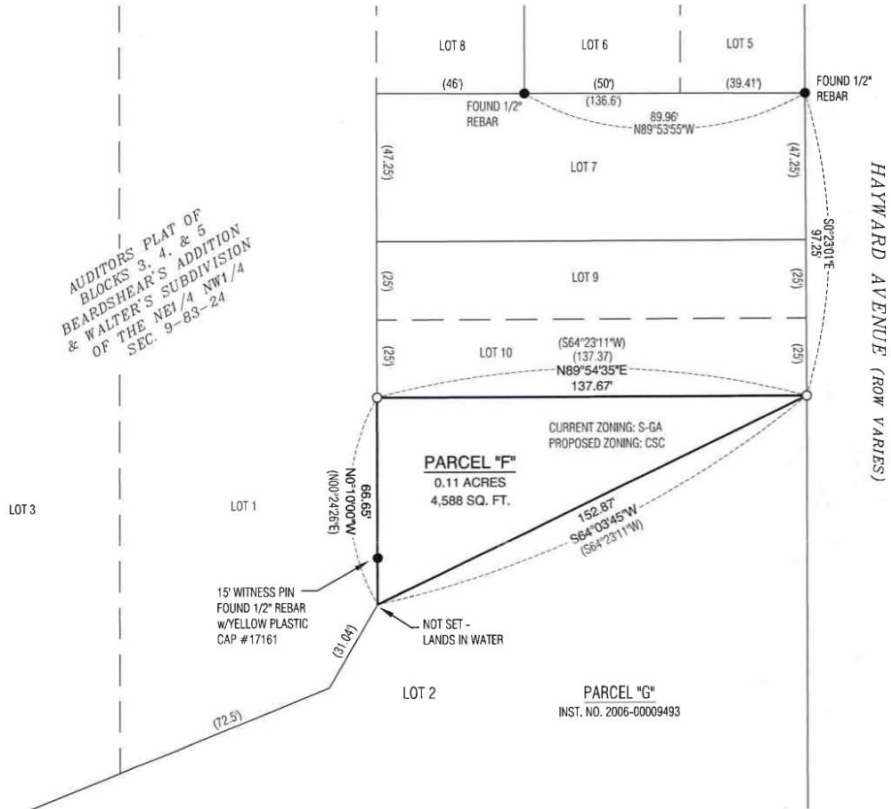
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FEB 27
MAR 02 2015

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

RETRACEMENT PLAT OF SURVEY



DESCRIPTION (INST. NO. 2006-00009493)
A PART OF LOT 2 IN AUDITOR'S PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S64°23'11\"W, 152.87 FEET TO A CORNER ON THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE N00°24'26\"E, 66.66 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN SAID AUDITOR'S PLAT; THENCE S89°45'52\"E, 137.37 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES.

EXISTING ZONING: S-GA
PROPOSED ZONING: CSC

OWNER OF RECORD: COLLEGIATE UNITED METHODIST CHURCH & WESLEY FOUNDATION
SURVEY REQUESTED BY: COLLEGIATE UNITED METHODIST CHURCH
FIELD WORK COMPLETED: 12-11-2014

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

	COLLEGIATE UNITED METHODIST CHURCH RETRACEMENT SURVEY PARCEL "F" IN LOT 2, AUDITOR'S PLAT OF BLOCKS 3, 4 & 5 OF BEARDSHEAR'S ADD. AND WALTERS SUBD. OF THE NE 1/4 OF THE NW 1/4 OF SECTION 9-83-24, CITY OF AMES, STORY COUNTY, IOWA		<p>Clapsaddle-Garber Associates, Inc 16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaassociates.com</p>								
		I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.									
Travis R. Stewart, PLS _____ date _____ Iowa License Number 17162 My License Renewal Date is December 31, 2015 Pages or sheets covered by this seal: THIS SHEET		<table border="1"> <tr> <td>DRAWN</td> <td>WLB</td> <td>SHEET NO.</td> <td>1</td> </tr> <tr> <td>DATE</td> <td>12-18-2014</td> <td>PROJECT NO.</td> <td>5529.05</td> </tr> </table>		DRAWN	WLB	SHEET NO.	1	DATE	12-18-2014	PROJECT NO.	5529.05
DRAWN	WLB	SHEET NO.	1								
DATE	12-18-2014	PROJECT NO.	5529.05								

J:\5529\Comp\Survey\5529 PARCEL F RETRACEMENT.dwg - Plt.rstl - 12-18-14 - 2:48pm - n8/78

Attachment C, Cont. 2622 Lincoln Way

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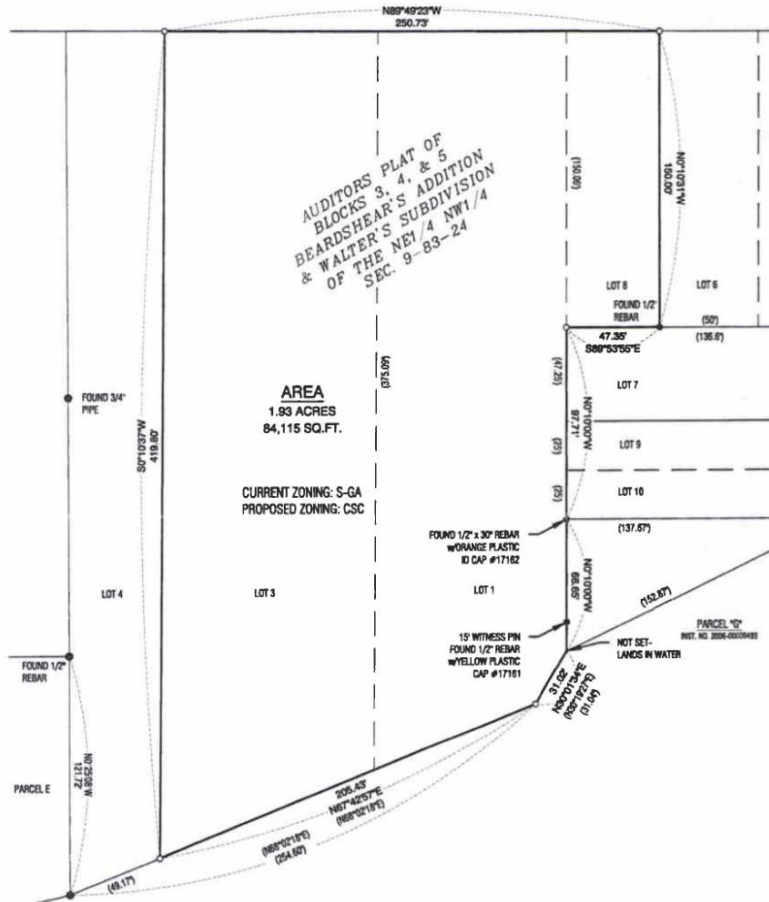
Feb 27
MAR 02 2015

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC. 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

RETRACEMENT PLAT OF SURVEY

LINCOLN WAY (ROW VARIES)



DESCRIPTION
LOTS 1, 3, & 8 IN THE AUDITORS PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTER'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA, CONTAINING 1.93 ACRES.

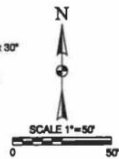
EXISTING ZONING: S-GA
PROPOSED ZONING: CSC

OWNER OF RECORD: COLLEGIATE UNITED METHODIST CHURCH & WESLEY FOUNDATION
SURVEY REQUESTED BY: COLLEGIATE UNITED METHODIST CHURCH
FIELD WORK COMPLETED: 12-11-2014

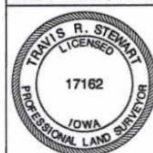
NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17182
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #17181
- () RECORDED AS



COLLEGIATE UNITED METHODIST CHURCH RETRACEMENT SURVEY
LOTS 1, 3, & 8 IN LOT 2, AUDITORS PLAT OF BLOCKS 3, 4 & 5 OF BEARDSHEAR'S ADD. AND WALTER'S SUBD. OF THE NE 1/4 OF THE NW 1/4 OF SECTION 9-83-24, CITY OF AMES, STORY COUNTY, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, PLS
Iowa License Number 17182
My License Renewal Date is December 31, 2015
Pages or sheets covered by this seal: THIS SHEET

CGA
Clapsaddle-Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.clapsaddle-garber.com

DRAWN	RWA	SHEET NO.	1
DATE	2-20-15	PROJECT NO.	5528.05

\\s02hpl\server\GIS\PROJECTS\RETRACEMENT\map_16112014_03-19-15-1584m-1048

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 130 South Sheldon Avenue, 119 Hayward Avenue, and 2622 Lincoln Way is rezoned from Government/Airport (S-GA) to Campustown Service Center (CSC).

Real Estate Description:

(130 South Sheldon Avenue)

Property #1 Labeled as Parcel "E" Legal Description

DESCRIPTION (INST. NO. 2006-00009492)

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN THE AUDITOR'S PLAT OF BLOCKS 3, 4, AND 5 OF BEARDSHEAR'S ADDITION AND WALTER'S SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE N00°05'47"W. 121.71 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE N89°46'38"W. 118.61 FEET ALONG THE SOUTH LINE OF THE NORTH 350.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE S00°00'00"W. 150.00 FEET; THENCE N76°49'03"E. 122.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES.

(119 Hayward Avenue)

Property #2 Labeled as Parcel "F" Legal Description

DESCRIPTION (INST. NO. 2006-00009493)

A PART OF LOT 2 IN AUDITOR'S PLAT OF BLOCKS 3, 4 AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S64°23'11"W, 152.87 FEET TO A CORNER ON THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE N00°24'26"E, 66.65 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN SAID AUDITOR'S PLAT; THENCE S89°45'52"E, 13737 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES.

(2622 Lincoln Way)

Property #3 Labeled as Lots 1, 3 and 8 Legal Description

LOTS 1, 3 & 8 IN THE AUDITOR'S PLAT OF BLOCKS 3,4,AND 5 OF BEARDSHEAR'S ADDITION AND WALTERS SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA, CONTAINING 1.93 ACRES.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

~~ITEM # 29
DATE: 04-14-15~~

COUNCIL ACTION FORM

SUBJECT: PUBLIC UTILITY EASEMENT VACATION – SOUTH TOWN SUBDIVISION (1615 SOUTH KELLOGG AVENUE AND 317 SOUTH 17TH STREET)

BACKGROUND:

Staff received a request from the property owner of 1615 South Kellogg Avenue and 317 South 17th Street to vacate the existing public utility easement, as shown on the attached map.

The owner of 1614 South Kellogg Avenue is in the process of developing these properties and intends to build a structure over the existing easement, which would not be allowed. The easement area to be vacated is described as 5 feet on both sides of the property line between 1615 South Kellogg Avenue and 317 South 17th Street from the right-of-way line on South 17th north to 10 feet south of the north property lines.

Public Works staff reached out to all registered right-of-way users to determine if there were any existing utilities in the easement or future plans to utilize the easement. Staff has received responses from all registered right-of-way users and there are no existing utilities in the easement and no registered right-of-way users have an intention to utilize the easement.

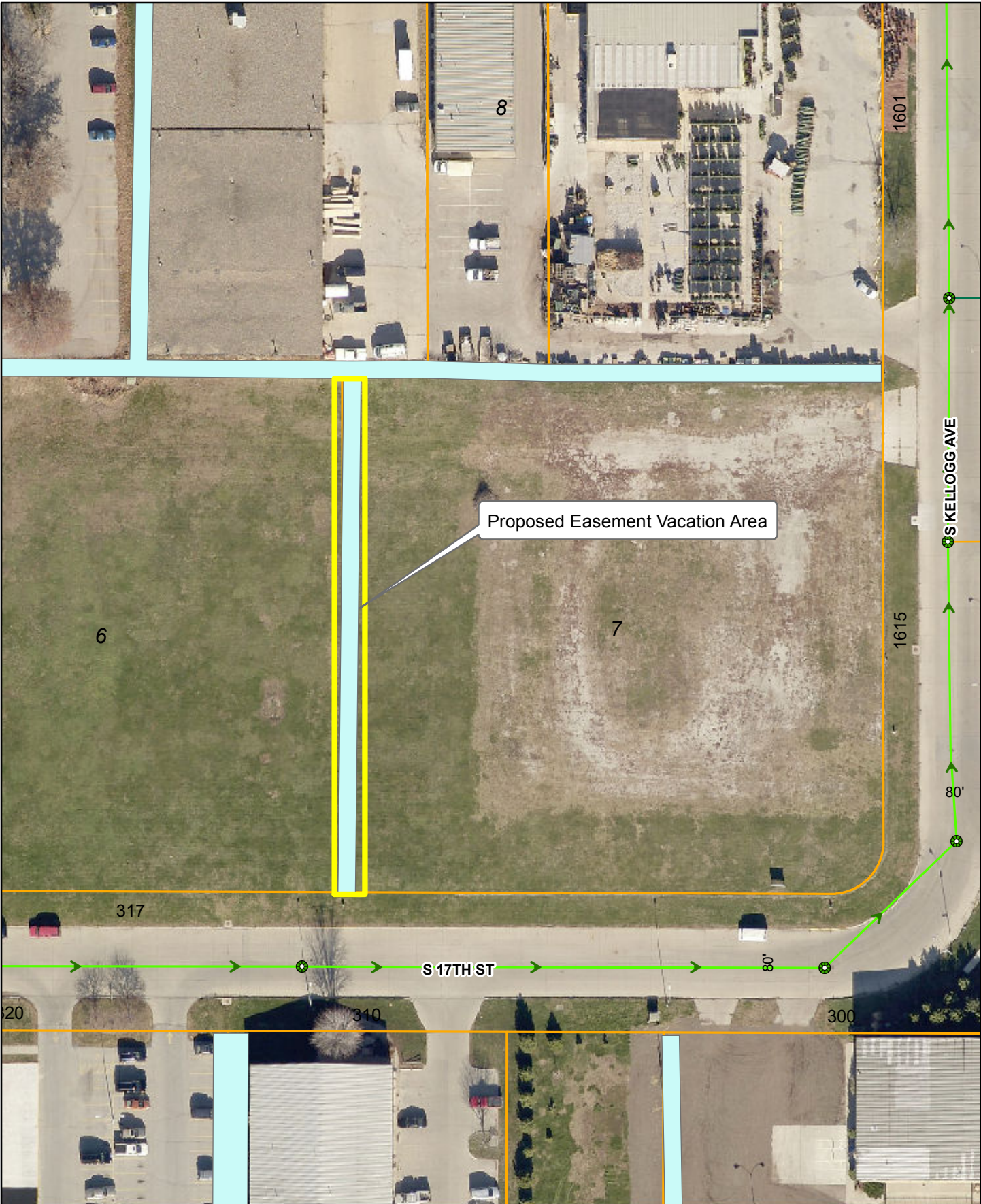
ALTERNATIVES:

1. Set the date of public hearing as April 28, 2015, for approving the vacation of the existing public utility easement at 1615 South Kellogg Avenue and 317 South 17th Street.
2. Choose not to approve vacation and maintain control of the current easement.

MANAGER'S RECOMMENDED ACTION:

By approving vacation of the easement at this time, Council will meet this property owner's need to move forward with development of the site.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby setting the date of public hearing as April 28, 2015, for approving the vacation of the existing public utility easement at 1615 South Kellogg Avenue and 317 South 17th Street.



Geographic Information System (GIS) Product Disclaimer: City of Ames GIS map data does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership & land use nor does it replace field surveys of utilities or other features contained in the data. All features represented in this product should be field verified. This Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.



Attachment A
 1615 South Kellogg/317 South 17th
 Proposed Easement Vacation Area



Scale: 1 in = 75 ft
 Date: 4/2/2015

COUNCIL ACTION FORM

SUBJECT: 2013/14 ASPHALT/SEAL COAT STREET REHABILITATION PROGRAM (ASHMORE DRIVE, ASHMORE CIRCLE, ASHMORE COURT & SOUTH FRANKLIN AVENUE)

BACKGROUND:

This annual program is for removal of built-up seal coat from streets with asphalt surface, as well as asphalt resurfacing of various streets. This program restores surface texture, corrects structural deficiencies, removes built-up seal coat, and prevents deterioration of various streets. Built-up seal coat on streets causes excessive crown, which results in vehicles dragging at driveway entrances. Complete removal of this built-up seal coat allows for repairs to curbs and gutters and placement of a new asphalt surface. This resurfacing process results in better riding surfaces, increased safety with improved surface texture, and increased life expectancy of streets.

The locations for seal coat removal and reconstruction in this contract are Ashmore Avenue (Ash Avenue to Beach Avenue), Ashmore Court, Ashmore Circle and South Franklin Avenue (Tripp Street to Coy Street). Work includes minor curb and gutter repair, pedestrian ramp reconstruction, sewer repairs, removal of the existing street surface, and placement of new asphalt pavement.

On April 22, 2015, the following bid for the project was received:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's estimate	\$610,127.35
Manatt's, Inc.	\$591,484.85

Overall projected expenses for all program locations are as follows:

Ashmore Dr., Ashmore Cir., Ashmore Ct., and S. Franklin Ave. (Tripp St. south) (this contract)	\$591,484.85
S Franklin Avenue (Tripp St. north), Tripp St., Village Dr. (actual)	\$185,878.00
Engineering and Contract Administration (estimated)	<u>\$117,000.00</u>
	\$894,362.85

This program is shown in the 2013/14 Capital Improvements Plan with **\$470,000** from General Obligation Bonds and **\$650,000** in Road Use Tax funds, bringing **total program funding to \$1,120,000.**

ALTERNATIVES:

1. a. Accept the report of bids for the 2013/14 Asphalt/Seal Coat Street Rehabilitation Program (Ashmore Drive, Ashmore Circle, Ashmore Court & South Franklin Avenue).
 - b. Approve final plans and specifications for this program.
 - c. Award the 2013/14 Asphalt/Seal Coat Street Rehabilitation Program (Ashmore Drive, Ashmore Circle, Ashmore Court, South Franklin Avenue) to Manatt's, Inc., of Ames, Iowa, in the amount of \$591,484.85.
2. Do not proceed with this project at this time.

MANAGER'S RECOMMENDED ACTION:

By taking these three steps, it will be possible to improve these sections of deteriorated pavement for our citizens during the coming construction season.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

**SUBJECT: 2013/14 CONCRETE PAVEMENT IMPROVEMENTS PROGRAM # 2
 (NORTH 2ND STREET)**

BACKGROUND:

This annual program is to remove and replace concrete street sections that have deteriorated. Removal and replacement of these street sections provides enhanced rideability to residents and visitors.

The 2013/14 program locations are Knapp Street (Welch Avenue to Lynn Avenue), Lynn Avenue (Storm Street to Knapp Street) and North 2nd Street (North Elm Street east to end of street). **This specific project is for the street reconstruction on North 2nd Street from North Elm Street east to the end of the street.** Work will consist of complete removal and replacement of the existing pavement, storm sewer intake replacement, sanitary sewer manhole replacement, and sanitary sewer main repairs.

On April 22, 2015, bids for the project were received as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's estimate	\$153,122.00
Manatt's, Inc.	\$148,062.63

Overall projected expenses for all program locations are as follows:

Knapp Street and Lynn Avenue (finalized)	\$ 856,887.00
North 2nd Street	\$ 148,062.63
Engineering and Contract Administration (estimated)	<u>\$ 193,600.00</u>
	\$1,198,549.63

This program is shown in the 2013/14 Capital Improvements Plan with \$1,185,000 from General Obligation Bonds, \$50,000 from Road Use Tax, \$5,500 from 2014/15 Sanitary Sewer Rehabilitation (Sanitary Sewer Funds), and \$50,000 from the Electric Utility Fund. **Total approved funding for the program is \$1,290,500.**

ALTERNATIVES:

1. a. Accept the report of bids for the 2013/14 Concrete Pavement Improvements Program # 2 (North 2nd Street).

b. Approve final plans and specifications for the 2013/14 Concrete Pavement Improvements Program # 2 (North 2nd Street).

c. Award the 2013/14 Concrete Pavement Improvements Program # 2 (North 2nd Street) to Manatt's, Inc., of Ames, Iowa, in the amount of \$148,062.63.

2. Do not proceed with this project at this time.

MANAGER'S RECOMMENDED ACTION:

By proceeding with this project now, it will be possible to move forward with the reconstruction of North 2nd Street during the 2015 construction season.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

**SUBJECT: 2012/13 CONCRETE PAVEMENT IMPROVEMENTS CONTRACT # 3
 (LINCOLN WAY FRONTAGE ROAD)**

BACKGROUND:

This annual program is to remove and replace deteriorated concrete street sections. Removal and replacement of concrete street sections provides enhanced rideability to the community's residents and visitors.

The 2012/13 program locations include Wheeler Street (Grand Avenue to Roy Key Avenue), Southeast 5th Street east of South Duff Avenue, and the Lincoln Way Frontage Road (Southbend Drive to Thackeray Avenue). **This specific project is for the improvements on the Lincoln Way Frontage Road (Southbend Drive to Thackeray Avenue)** in west Ames. The project includes full depth patching of the concrete pavement in various locations along the frontage road.

On April 22, 2015, bids for the project were received as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's estimate	\$137,720.40
Manatt's, Inc.	\$116,141.91
Con-Struct, Inc.	\$124,603.50
Boulder Contracting, LLC	\$129,717.55
Absolute Concrete Construction	\$139,334.70

Overall projected expenses for all program locations are as follows:

Wheeler Street (final amount)	\$332,882.00
Southeast 5 th Street (awarded)	\$346,070.15
Lincoln Way Frontage Road (this project)	\$116,141.91
Engineering and Contract Administration (estimated total)	<u>\$137,000.00</u>
	\$932,094.06

This program was shown in the 2012/13 Capital Improvements Plan with funding in the amount of **\$600,000** from General Obligation Bonds (G.O. Bonds) and **\$50,000** from Road Use Tax. An additional **\$142,000** will be utilized from the 2013/14 Water System Improvements (Water Utility fund) with the SE 5th Street project. Unobligated G.O. Bonds will also be utilized in the amount of **\$225,000** from the 2009/10 Concrete Pavement Improvements Program, bringing **total available funding to \$1,017,000**.

ALTERNATIVES:

1. a. Accept the report of bids for the 2012/13 Concrete Pavement Improvements Contract #3 (Lincoln Way Frontage Road).
 - b. Approve final plans and specifications for the 2012/13 Concrete Pavement Improvements Contract #3 (Lincoln Way Frontage Road).
 - c. Award the 2012/13 Concrete Pavement Improvements Contract #3 (Lincoln Way Frontage Road) to Manatt's, Inc., of Ames, Iowa, in the amount of \$116,141.91.
2. Do not proceed with this project at this time.

MANAGER'S RECOMMENDED ACTION:

By proceeding with this project, it will be possible to move forward with reconstruction of this street during spring/summer 2015. Staff has been working with the adjacent property owners and businesses, including JAX Outdoor Gear, which will be celebrating its 60th year in business in Ames during this time. Staff will continue coordination with these owners and businesses throughout the construction process.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

**SUBJECT: IOWA STATE UNIVERSITY RESEARCH PARK PHASE III –
 WATER MAIN AND SANITARY SEWER CONSTRUCTION**

BACKGROUND:

In support of the ISU Research Park Phase III expansion, the City hired the Shive-Hattery engineering firm to design needed utility and roadway improvements. The roadway improvements will primarily be funded by a Revitalizing Iowa's Sound Economy (RISE) Grant, as approved by City Council on October 14, 2014. A tax increment financing (TIF) district has been created to finance the 20% RISE matching funds for the roadway, as well as for all of the utility infrastructure costs.

Shive-Hattery completed plans and specifications for the utility infrastructure project; and on April 22, 2015, bids for the water main and sanitary sewer portions of this project were received as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's Estimate	\$956,140
J&K Contracting	\$798,589
Keller Excavating	\$816,247
H&W Contracting	\$892,181
Synergy Contracting	\$1,062,483.80

The project funding and estimated construction expenses are shown below:

	<u>Funding</u>	<u>Expenses</u>
TIF Abated GO Bonds (utility portion)	\$ 1,528,200	
Water Main		\$ 355,123
Sanitary Sewer		\$ 385,391
Engineering/Administration		\$ 158,200
Total	\$ 1,528,200	\$ 956,789

It should be noted that the cost estimates for this utility work utilized in the Capital Improvements Plan included \$890,000 for water mains, \$480,000 for sewer mains, and \$158,200 for engineering/administration for a total estimated cost of \$1,528,000. The low bid is significantly lower than those amounts. Any unused TIF Abated General

Obligation Bonds from the utilities portion of the project will be utilized to help cover the local share of the roadway construction costs. Estimates for the roadway costs have increased from the original conceptual roadway cost estimates used in the CIP.

ALTERNATIVES:

1. a. Accept the report of bids for the Iowa State University Research Park Phase III – Water Main and Sanitary Sewer.

b. Approve final plans and specifications for this project.

c. Award the Iowa State University Research Park Phase III – Water Main and Sanitary Sewer to J&K Contracting of Ames, Iowa, in the amount of \$798,589.
2. Do not proceed with this project at this time.

MANAGER’S RECOMMENDED ACTION:

This project is very time sensitive. The water main needs to be installed before construction of the Research Park’s Hub Building can progress out of the ground. By awarding this project now, it will be possible to install the utility infrastructure in coordination with the Hub Building construction and to have the utilities installed ahead of the upcoming roadway construction bid package.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

SUBJECT: WATER POLLUTION CONTROL FACILITY – REPLACEMENT OF MAKE-UP AIR UNIT AND HEAT RECOVERY UNITS

BACKGROUND:

This project includes replacement of the following four heating and ventilation units at the Water Pollution Control (WPC) Facility:

- Raw Water Pump Station (RWPS) grit alley make-up air unit
- Solids Contact Building heat recovery units (2)
- Digester Complex heat recovery unit

The make-up air unit serving the RWPS grit alley is used to provide ventilation and seasonal heating to the space. The grit alley can develop a hazardous atmosphere, and the make-up air unit ensures that WPC staff can safely access the space at all times. The Solids Contact and Digester heat recovery units provide the necessary heat in the winter months to maintain an appropriate temperature for the equipment. The make-up air unit and heat recovery units were last replaced in 1996 and have reached the end of their useful lives.

The first three units are included in the 2014/15 Capital Improvements Plan (CIP) as part of the WPC Mechanical and HVAC Replacements Project at \$118,000. The fourth unit is included in the 2015/16 CIP at \$220,000. In an effort to improve efficiency of design and to make an attractive project for bidding, staff has bundled all four units together into a single bid package.

On March 24, 2015, Council issued a Notice to Bidders to replace these units. Bids were opened on April 16, 2015. Only one bid was received from Mechanical Comfort, in the amount of \$297,141. This compares to the Engineer's Estimate of \$273,000.

Veenstra & Kimm, Inc. (V&K) was previously awarded a contract in the amount of \$23,560 for engineering services to design all four units.

Projected costs and the project budget are shown below.

<u>Project Costs</u>	
Engineering	\$ 23,560
Construction	\$297,141
Contingency (5%)	\$ 14,857
Total	<u>\$335,558</u>

Project Budget

FY 14/15 Engineering (\$35,000) and Construction (\$83,000)	\$118,000
<u>FY 15/16 Construction</u>	<u>\$220,000</u>
Total	\$338,000

The total project cost including engineering and contingency is \$335,558. This is slightly below the total budgeted amount of \$338,000.

While having hoped for more bids, staff is very confident in Mechanical Comfort’s ability to complete this work, as they have successfully completed previous contracts for replacing HVAC equipment at the WPC Facility.

ALTERNATIVES:

1. Award the make-up air unit and heat recovery units replacement contract to Mechanical Comfort of Ames, Iowa in the amount of \$297,141.
2. Do not award a contract at this time; and provide direction to staff to either rebid the work to attempt to solicit additional bids, or to suspend the project.

MANAGER’S RECOMMENDED ACTION:

The WPC Facility’s Raw Water Pump Station grit alley and Solids Contact Building Make-up Air Units and the Digester Complex’s Heat Recovery Units are essential to the operations and maintenance needs of the Facility. There are long lead times for fabrication of this equipment. It is important that the project remain on schedule to allow for replacement before the fall heating season begins.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

**SUBJECT: VACATION OF WALL EASEMENT AT 400 MAIN STREET –
AMES HISTORICAL MURAL**

BACKGROUND:

In cooperation with the Public Art Commission and other private parties, in 2002 the City Council approved creation of a historical mural to be painted on the east wall of the building at 400 Main Street adjacent to Tom Evans Plaza. In order to place this publicly owned mural on a privately owned building, the property owner and the City entered into a 15-year easement agreement which extends to 2017 (Copy attached).

The building wall itself has now deteriorated and needs major maintenance that will involve destruction of the mural. The attached letter from building owners Kristin and Randy Pyle provides greater detail on this need. Since the wall deterioration is already damaging the mural, it seems timely to vacate this easement agreement and allow the owners to make the necessary repairs to the building. The current Council action is to hold a public hearing regarding vacation of this easement.

The Public Art Commission previously discussed this situation and recommended that the City Council deaccession the mural artwork and vacate this easement. These building repairs are in part being funded through a City Façade Improvement Grant, so a separate agenda item addresses related changes in that approval.

It was staff's intention to include deaccession of the mural artwork on this agenda along with the easement vacation. However, deaccession was listed on the April 14 consent agenda, so this step has already been accomplished. Nonetheless, two communications from the artists are attached stating their approval of the deaccession.

ALTERNATIVES:

1. Approve a resolution vacating the historic mural wall easement at 400 Main Street.
2. Choose to retain the wall easement until the 15-year agreement expires in 2017.

MANAGER'S RECOMMENDED ACTION:

The Ames Historical Mural has been a highly valued part of the City's downtown ambience for over 12 years. However, deterioration of the wall needs to be addressed immediately to preserve the structural integrity of the building itself.

Therefore, it is the recommendation of the City Manager that the City Council adopt

Alternative No. 1, thereby approving a resolution vacating the historic mural wall easement at 400 Main Street.

It should be noted that the Ames Historical Society has issued the following press release related to this mural:

Historic Mural Farewell Program

Saturday, May 2, 10am

Tom Evans Plaza, located at Main Street & Burnett Avenue

Local residents are invited to a farewell gathering for the Historic Ames Mural painted on the side of the building 400 Main Street that houses Bar La Tosca and The Spice. Sometime after May 2, the mural will be removed during repairs to the east wall of the structure. The program will coincide with the first Main Street Farmer's Market and will honor the artists, Jane Graham of Nevada and Ursula Ruedenberg of Ames, who will be present to relate the story of the mural's creation.

Free; Public Welcome

Painted by Jane Graham and Ursula Ruedenberg in 2003, the two-story mural features portraits of city founders John Blair and Cynthia Duff; paintings detailing scenes from Ames' early years; and, on the second story, a prairie scene that includes a chipmunk Ruedenberg said she saw on a daily basis while painting the mural. - See more at: <http://amestrib.com/news/downtown-mural-faces-removal#sthash.1roVDsui.dpuf>

Program will last 30 to 40 minutes.

For more information, contact Kathy Svec, 515-232-4877; kathysvec@msn.com

March 31, 2015

Dear Public Arts Commission,

We are the owners of the building at 400 Main Street in Ames that is currently painted with the Ames Historical Mural. This letter is to address the issues that are present with the mural, which is located on the east exterior wall of the building facing Tom Evans Plaza.

The appearance of the mural is deteriorating. There is cracking along much of the surface. The paint is blistering on the surface in areas, and the sealant is delaminating. At the base of the mural, some color is starting to bleed beyond the border of the mural. The last maintenance on the surface of the mural was in June 2013. This was the final repair scheduled in the contract between the artist and the City of Ames. With an expired maintenance contract and no future maintenance plans provided by the City, the situation will only continue to worsen.

The cracking occurring along the surface of the mural is more than an aesthetic problem. This building is a poured concrete structure built in 1911. The mural covers up two original windows in the concrete structure. The joints around these windows are a point of weakness for water intrusion in the structure and must be treated properly. The building and these joints need periodic maintenance to prevent water from traveling into the walls, which can weaken the structure and cause water damage on the interior. The north, east, and south walls of the building were properly repaired and sealed against water intrusion in the summer/fall of 2014. These repairs necessarily excluded the mural area. There is serious concern about leaving these cracked areas unrepaired. Not only is water intrusion most likely the cause for the areas of delamination in the mural itself, but the interior of the building behind the mural was majorly remodeled in 2014. Signs of water damage to the interior base structure were already evident at this time. While measures have been taken on the interior, there is still a serious concern about the possibility of future water damage to the freshly refinished walls and floors. These concerns could be alleviated by proper repair of the exterior; however, this requires removal of large parts of the mural.

Additionally, there were two obvious areas of the mural that have been repaired with permission of the City of Ames where sections of concrete were falling from the wall and creating a potentially dangerous situation. Without a complete repair of the exterior, this type of situation will continue to arise.

We very much appreciate this beautiful mural feature for the color and history that it adds to Tom Evans Plaza. Unfortunately, the current state of repair of the structure and the mural itself is providing a less than appealing view for the public. At this time, we feel that a full removal and full repair is warranted. We would like to request that the City of Ames terminate the mural easement agreement immediately. We plan to finalize the rest of the exterior repairs and repaint the structure this spring. This would be an opportune time for the slate to be wiped clean and provide room for future plans.

Thank you,

Kristin & Randy Pyle

02-18789

INST. NO. STORY COUNTY, IOWA FILED FOR RECORD

RETURN TO: CITY OF AMES BOX 811 AMES IA 50010-0811 (env.)

NOV 21 2002. JM SUSAN L. VANDE KAMP, RIC On:ler eM MD.PII* fi.QQ ALJD. Nit.=,

v# y

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 5Dq_10 (Phone: SIS-239-5146)

EASEMENT AGREEMENT WALL MURAL TOM EVANS PLAZA

TIDS AGREEMENT, made and entered into effective the 1st day of 2002, by and between the City of Ames, Iowa (hereinafter called City) and Harold Schnormeier and Dorothy A. Schnormeier, husband and wife (hereafter called Grantors),

WITNESSES THAT:

1. For One dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby grant to the City and to the invitees and permittees of the City, the right to paint, construct, affix and otherwise install and maintain a mural on the east exterior wall of the building on property legally described as:

Lots 1 and 2 of Block 15, Blair's Addition to Ames, Iowa

locally known as 400 Main Street, Ames, Iowa, for a term of fifteen years.

2. The Grantors, for the said term of fifteen years, shall maintain the said exterior wall in a structurally sound condition.

3. The Grantors shall, for the said term of fifteen years, not cover or remove the said mural or cause or permit any other person or persons, except the City, to cover or remove the said mural.

4. The Grantors shall cause or permit the preparation of the said wall for the mural, to the satisfaction of the artists.

WHEREFORE, the parties hereto have executed this agreement effective as of the date first above written.

THE CITY OF AMES, IOWA

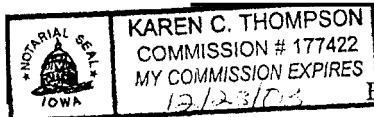
By: Ted Tedesco, Mayor

Attest by Diane Voss, City Clerk

STATE OF IOWA, STORY COUNTY ss:

On this - day of () a Notary Public in and for the State of Iowa, personally appeared Ted Tedesco and Diane R. 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 Resolmion No. adopted by the City Council on the day of and that Ted Tedesco 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.

(t&f) Notary Public in and for Story County, Iowa



By: Harold Schnormeier, Harold Schnormeier

GRANTORS

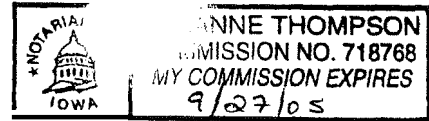
Dorothy A. Schnormeier
By: Dorothy A. Schnormeier

STATE OF IOWA, STORY COUNTY ss:

On this 1st day of 77rue.mby., 2002, before me, a Notary Public in and for Story County, personally appeared Harold Schnormeier and Dorothy A. Schnormeier, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Suzanne Thompson
Notary Public in and for Story County, Iowa

Tom Evans Plaza-Easement Agreement Wall Mural- 122001
Rev. 102802



Pg. 2

From: **Jane Graham** <jane@sevenoaksstudio.com>
Date: Wed, Apr 15, 2015 at 6:41 AM
Subject: Re: Mural update
To: Ursula Ruedenberg <ursula@pacific.org>, Kate Greder <katharineceliagreder@gmail.com>
Cc: Ursula Ruedenberg <ursula@pacific.org>

Dear Ms. Greder,

I have discussed the issue of the Ames Historical Mural with Ursula Ruedenberg and have made a review of the "Agreement Between Owner and Artists Tom Evans Plaza Historical Mural" dated 11/12/02 and "Easement Agreement Wall Mural Tom Evans Plaza" dated 1/24/02. We the Artists were under agreement with the City of Ames for a period of 10 years for the execution of the Artwork and its continued maintenance. That obligation expired for us in 2013.

Last year (2014) Ursula and I discussed with a City official the plan for the termination of the Ames Historical Mural by the new building owners. We acknowledged the intent of the mural and agreed the building owners have the prerogative to treat their building as they wish and since that does not include survival of the mural, so be it. So sad.

By our discussion with the City official last year and these email communications, Ursula and I acknowledge official notification of the termination of the "Ames Historical Mural". We have no further obligation in regard to the mural. Please present this communication to the City Council on 4/28/15.

The Easement Agreement is of no concern nor responsibility of ours, Jane Graham nor Ursula Ruedenberg. The termination of the Easement of record is solely a function of the City of Ames to perform.

I trust this clears all questions of our involvement concerning the Ames Historical Mural.

Very truly yours,

Jane Graham

From: Ursula Ruedenberg <ursula@pacific.org>
Date: Tue, Apr 14, 2015 at 11:17 AM
Subject: Vacating easement of Tom Evans Plaza Mural
To: Katharine Greder <katharineceliagreder@gmail.com>

Dear Katharine,

You consulted with myself and Jane Graham, artists of the Tom Evans Plaza Historical mural with a meeting at the site last fall. This is to confirm my agreement to vacate the easement.

Thank you for your offer to help with a farewell celebration for the mural.
I am stretched a bit thin but if I can get it together, I will contact you
shortly about that.

Thanks

Ursula Ruedenberg

April 14, 2015

COUNCIL ACTION FORM

SUBJECT: REVISED DESIGN FOR DOWNTOWN FAÇADE GRANT AT 400 MAIN STREET

BACKGROUND:

In June 2014, the City Council awarded a Downtown Façade Grant for improvements to the east façade of 400 Main. This is the building that contains two restaurants, Bar La Tosca and The Spice. The east facade is on Tom Evans Plaza. The grant amount is \$15,000 plus \$1000 for professional design fees.

The approved design added windows in the same location and of the same type as the original construction. (See Attachment A Historic Image and Attachment B Approved Façade Design.) Other improvements planned to this façade include new steps and landing at the entrance to the steps to the second story and repairing and painting the exterior wall. The steps and landing are encroachments into the City's property abutting the building. At that time it was thought that the existing mural would remain and the design improvements were compatible with the retaining the mural.

The work to add two new windows in this façade has been nearly completed, as well as patching the wall to prepare for painting. During this work, it was discovered that a third window had previously been replaced by a door that was later removed and the opening filled in. Staff approved adding a larger window in the opening and that work has been completed.

When removing the existing "fill-in" materials for these three windows, it became apparent that water is penetrating the east wall of the building and causing deterioration. The work carried out around the three new windows has corrected that problem. However, the water problem still exists where other original windows had been filled in where the exterior mural was created. This situation led to the public hearing on vacating the mural easement on this same Council agenda.

If the Council approves vacation of the mural easement, building owner Randy Pyle proposes to install two additional windows consistent with the historic design of the building. This work will allow the water problem to be corrected. However, the revised project budget does not allow the new steps and landing that were part of the original façade grant approval. Therefore, the owner requests approval of a revision in the approved design and scope of the façade grant project to delete the steps and landing from the project and to add the two windows. (See Attachment C Revised Design.) The grant amount would not change.

The owner of the restaurant in the building, John Reed, has requested an additional revision to the design. The two windows that that have already been installed in the

north (right) portion of the east elevation do not yet have muntins dividing the large pane of glass into four smaller areas. Staff is requiring that inserts be added to these windows to achieve that visual affect. Because the windows without the muntins allow a more unobstructed view to the plaza, Mr. Reed requests that the City Council delete this requirement. Staff does not find deleting the muntins to be supported by the Design Guidelines of the Downtown Façade Program or to be consistent with the design of the building. (See letters attached. Images are available for review at the Planning and Housing Department.)

ALTERNATIVES:

1. The City Council can approve the revised design for the Downtown Façade Improvement Grant at 400 Main as shown on the attached revised elevation, with the requirement for muntins in windows.
2. The City Council can deny the revised design for the Downtown Façade Improvement Grant at 400 Main.

Under this alternative the work to be completed would include the new steps and landing, but not the two proposed additional windows.

3. The City Council can refer this request to staff or the applicant for additional information.

Staff intends to require installation of the muntins as a condition of disbursing the grant proceeds for this project. However, if the Council wishes to remove that condition from either the original or the revised design, that action could be added to any of the above alternatives.

MANAGER'S RECOMMENDED ACTION:

The City Council's decision on this request to revise the façade grant project design is tied to the Council's decision on the future of the mural. If the mural is to remain, new windows within it are not appropriate and the City Manager would recommend Alternative No. 2 to deny the requested revision.

However, if removal of the mural is approved, the City Council may either approve or deny the proposed design revision.

One of the reasons to include the new steps and landing relates to drainage issues around the steps. This paving has settled over time, with the result that surface drainage flows toward the building. It also slopes steeply south along the building, so water does drain away. Drainage running along the building walls can cause serious problems. The owner has determined that correcting the water problems within the building wall at the mural is a higher priority at this time than building the new steps and landing and fixing the drainage problem around them.

By adding the two windows, the proposed revision to the project design restores more

of the historic elements of the building, which is a higher priority within the Downtown Design Guidelines than reconstructing the steps and landing. However, staff believes that deleting the muntins from the windows, as requested by the business owner, is not consistent with the Downtown Design Guidelines or with any of the other windows on the building.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the revised design for the Downtown Façade Improvement Grants for 400 Main, including the requirement for window muntins.

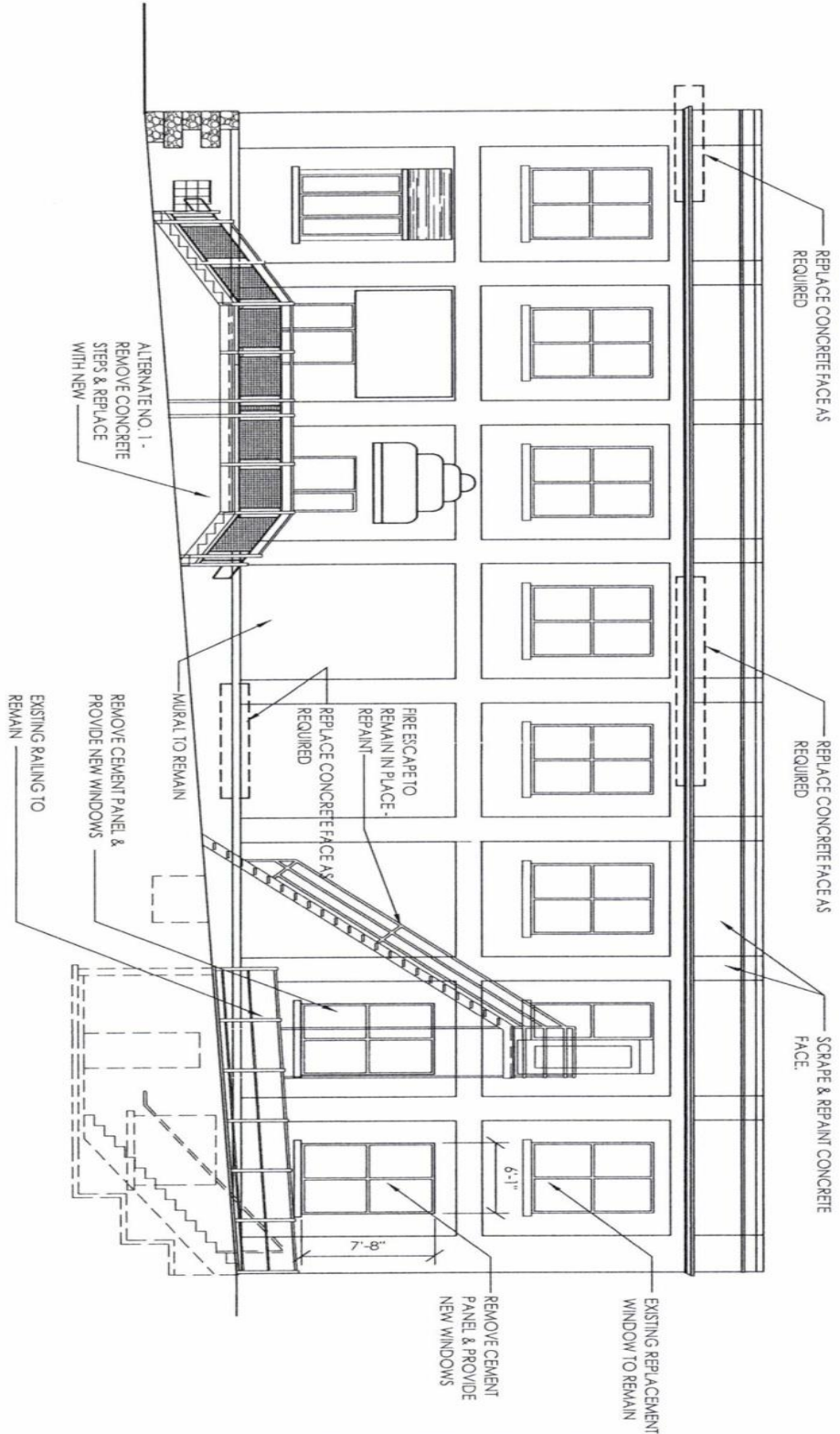
**Attachment A
Historic Image**



Attachment B Approved Design

PROPOSED EAST ELEVATION

SCALE: 1/8" = 1'-0"

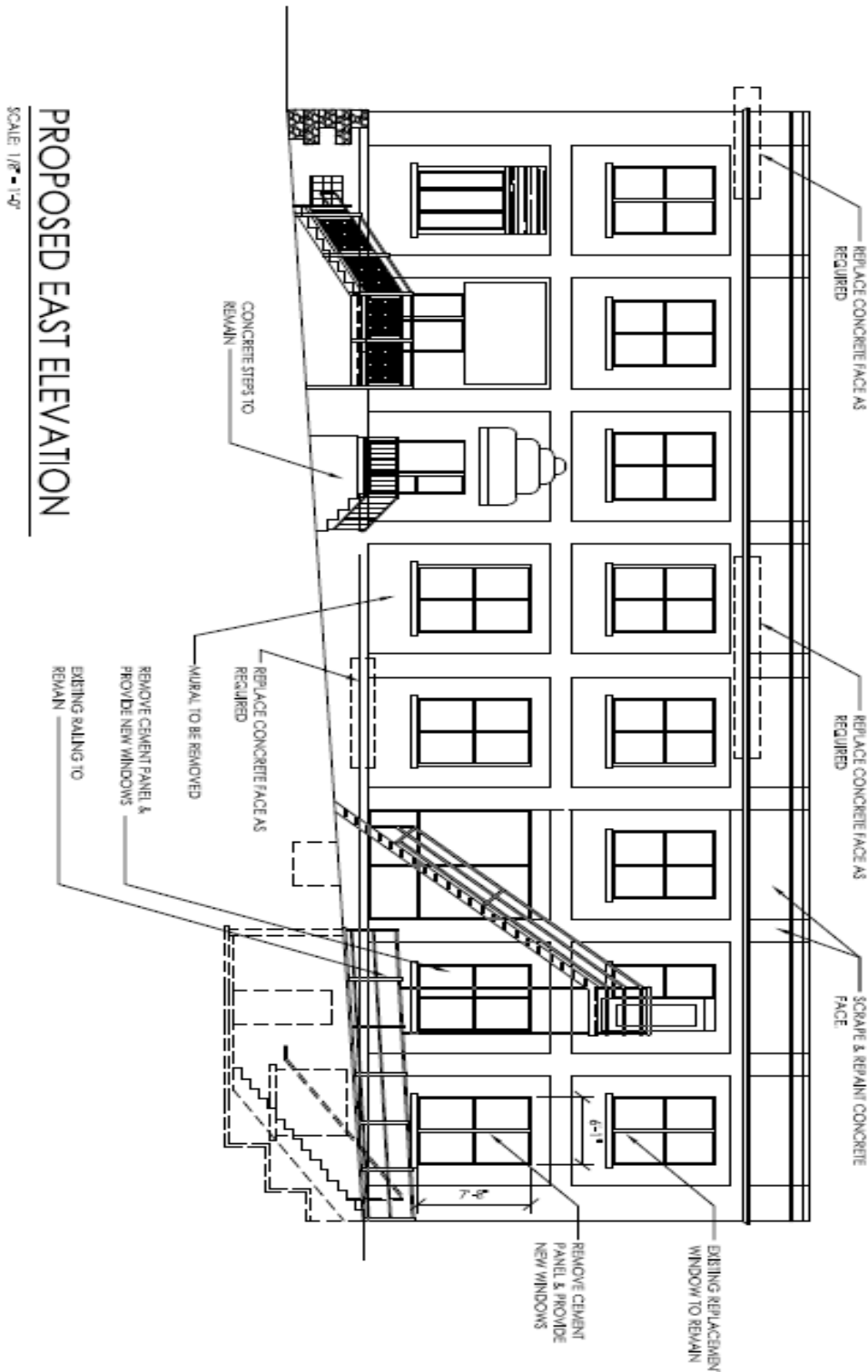


DATE	01-30-13
PROJECT NO.	2196
FILE NAME	2196_BA02
CONTENTS	PROPOSED EAST ELEVATION

OLSAN BUILDING REHABILITATION
RANDY & KRISTIN PYLE
400 MAIN STREET, AMES, IOWA

Benjamin Design Collaborative, P.C.
401 Clark Avenue, Suite 200, Ames, IA 50010
Phone: 515-232-0666 Fax: 515-232-0662 www.benjamin-design.com

Attachment C Revised Design



REVISED 04-23-15

DATE 07-20-15	PROJECT 2015	DRAWING 2015	CLIENT OLSAN BUILDING REHABILITATION RANDY & KRISTIN FYLE 400 MAIN STREET, AMES, IOWA		Benjamin Design Collaborative, P.C. 401 Clark Avenue, Suite 200, Ames, IA 50010 <small>Phone: 515.231.0889 Fax: 515.231.0883 www.bdcollab.com</small>
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4/24/15

Dear Ames City Council,

We would like to request your consideration in the matter of modifying the façade grant awarded to the east side of 400 Main to allow the newly opened windows to remain unencumbered by decorative muntins.

The rough window openings were exposed and the new window glass and frames were installed in 2014, each as one large pane of glass. There is no structural need for support in the middle of the windows, and the decorative muntins have not been installed.

In the time since the installation, the feeling of openness and the amount of light that is allowed into the dining space at Bar La Tosca has been enjoyed very much. The windows provide a connection to Tom Evans Plaza outside. Jonathan Reed, the owner of Bar La Tosca, has expressed that leaving the windows as a single large pane of glass would be the preferred choice for the design.

We recognize that the original grant was offered with the intention of working back towards a vision of the historical version of the building. However, by keeping the new windows without obstruction, the design pays homage to the original while appealing to more modern sensibilities. Thank you for your consideration.

Sincerely,

Kristin and Randy Pyle

From: Randy Pyle <rpyle@ddpyle.com>
To: "jbenson@city.ames.ia.us" <jbenson@city.ames.ia.us>
Date: 04/24/2015 02:53 PM
Subject: Window crossbars letter

Ames City Council,

I'm writing to appeal to you to allow us to leave our large open windows as they are and not be required to add cross bars in the middle of them which would obstruct the view and cost \$800, money which I would much rather use for development of my business.

I spoke with Jeff Benson earlier this week. I understand his point that a part of the grant's purpose is to restore historical accuracy. However, the most important aspect of that is to improve the Ames community. And while not having crossbars is slightly different, the improvement of adding the windows is there, and it is more of an overall improvement.

The windows are much more attractive without crossbars, from both sides, but particularly from the inside. I've included photos of the view of downtown and Tom Evans Park from our dining area.

As to it being consistent with other windows. I would understand and possibly agree with adding crossbars if the rest of the main floor's windows were that way (it used to be 8 uniform windows in a row). But as it is, these are the only two windows on the first floor of their size. The rest have been replaced with different windows or doors. They do not need to match anything because there is nothing left to match.

Randy is doing a lot to improve the building and maintain its historical identity, including painting it the original grey, adding these windows, and fixing problems to its structure. I have always tried to do business in ways that add value to the community, both with Stomping Grounds and Bar la Tosca.

It was disheartening to me, and my staff, to hear we were going to have to obstruct our beautiful, open windows with big black T bars, right in the middle. It adds a sting that we would have to spend \$800 to do it, particularly when we have so many other uses for that money right now. Please allow us to keep them open as the benefits to my business, including my customers, largely outweigh the benefit of slightly-more historically accurate.

Thank you for your consideration,

Jonathan Reed, Owner
Bar la Tosca

COUNCIL ACTION FORM

SUBJECT: DOWNTOWN FAÇADE GRANT FOR 413 KELLOGG AVENUE

BACKGROUND:

On June 10, 2014 the City Council approved three Downtown Façade Grants totaling \$48,000. The grants were to use remaining FY13-14 funds and a portion of the FY14-15 funds.

One of the applicants awarded a grant, the owner of the Triplett Building at 323 5th Street, has subsequently decided not to implement the project on Burnett Avenue. That grant has been cancelled and funding returned to the FY14-15 balance. **Approximately \$29,423 in unencumbered funds remain for FY14-15, and an additional \$50,000 dollars is available for façade grants in FY15-16.**

Bill Woodward, property owner of 413 Kellogg Avenue, is requesting a Downtown Façade Grant of \$7,000 to improve the north, or Kellogg Avenue, façade of that building. The request is being made now because of timing issues unique to this project. The building is undergoing a \$412,000 renovation, primarily on the interior, to become the office of Haila Architecture Structure Planning.

Earlier this year the Main Street Cultural District received a \$77,000 Challenge Grant from the State of Iowa to support this building renovation. Local community support is one of the factors that the state considers in awarding the grant. To address that factor, the applicant stated his intention to apply for a Downtown Façade Improvement Grant. Because the Challenge Grant application schedule is different from the Downtown Façade Improvement Grant application schedule, the applicant did not represent that the City had committed to the grant. The work on the building has progressed to the point that the owner needs to know if the Downtown Façade Improvement Grant will be approved as part of this fiscal year.

The proposed improvement is to remove an exterior door and a canopy and window above it and install a fixed glass window matching all of the other windows on this façade. This will restore the pattern of window openings of the original 1941 building design, although the original design included glass block. The total cost of this portion of the project is estimated to be \$14,000. (See the attached narrative for a more complete discussion of the building history and the project.)

The City typically makes a summer award of façade grant funds and may consider a second round of awards in the spring, if warranted. The solicitation process for façade projects begins in the spring as staff calls for projects to bring to City Council in the summer.

Staff is currently inviting applications for façade grants for Fiscal Year 2015-16, with a mailing that was sent on April 16th to the owners of all eligible buildings as well as businesses that lease their space. This grant opportunity will continue to be publicized through the media and the websites of the City and Main Street Cultural District. Interested owners are asked to contact City staff for assistance in preparing their application and design. Applications are due by May 13th. Staff anticipates bringing applications for FY15-16 to the City Council to award grants on June 9, 2015. **Because the project at 413 Kellogg Ave. is to be completed by the end of June, Bill Woodward and John Haila are asking the City Council to approve this \$7,000 grant now as a second round of funding from FY14-15.**

ALTERNATIVES:

1. The City Council can approve the Downtown Façade Improvement Grant for 413 Kellogg Avenue totaling \$7,000 from the remaining balance in the 2014-15 Downtown Façade Grant fund.
2. The City Council can defer action on the request for a Downtown Façade Improvement Grant for 413 Kellogg Avenue until consideration of the applications for grants from remaining balance in the 2014-15 Downtown Façade Grant fund combined with the funds budgeted for Fiscal Year 2015-16.
3. The City Council can refer this request to staff or the applicants for additional information.

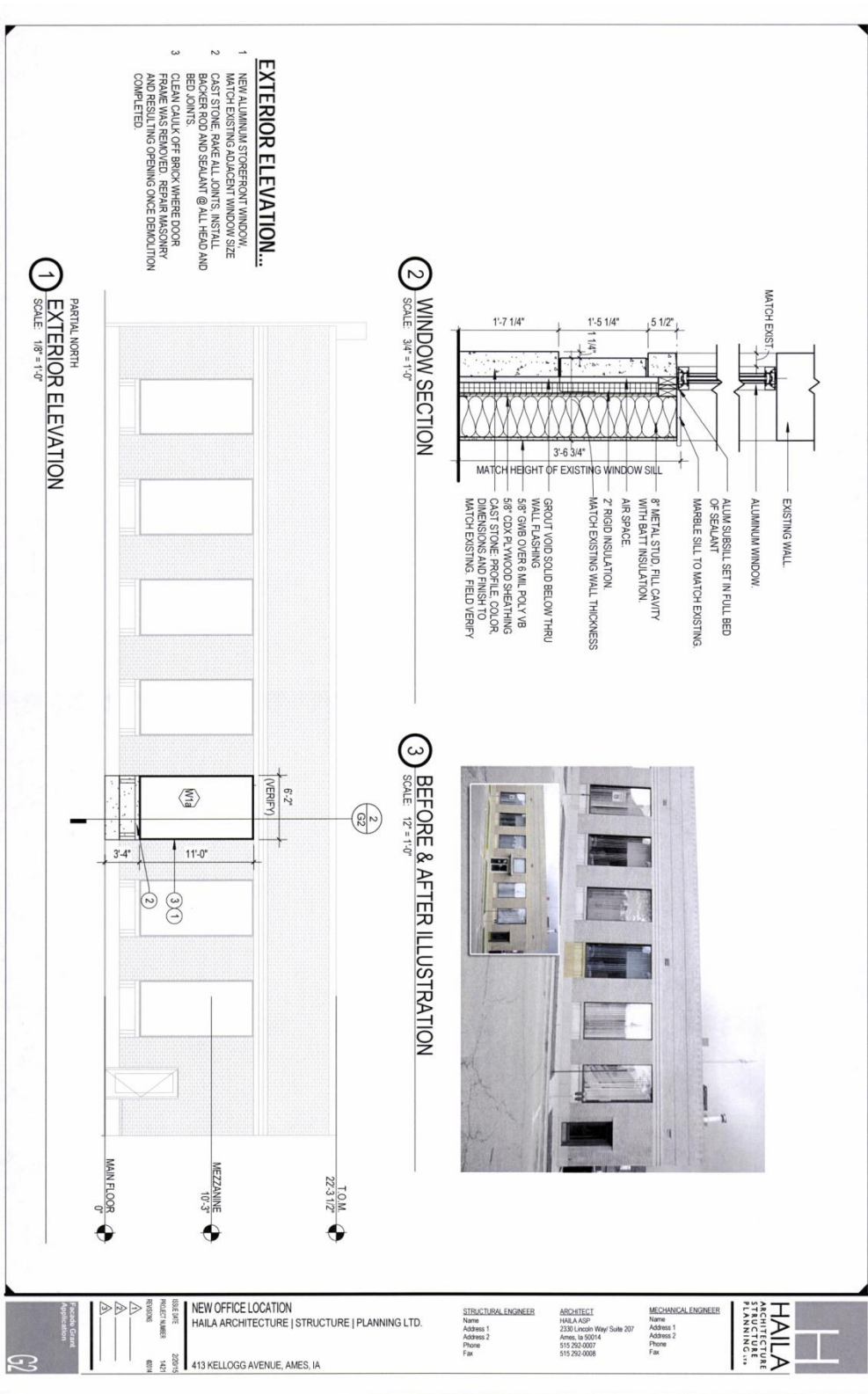
MANAGER'S RECOMMENDED ACTION:

For the past few years, the City Council has considered all Downtown Façade Grant requests at one time. It is unusual to consider one grant apart from that sequence. The applicant has delayed making this request since the Challenge Grant was awarded in December with the expectation that the Council would be considering all of the applications before it was necessary to carry out the façade work on 413 Kellogg Avenue. That has not been possible as work has progressed on the project.

The Challenge Grant for this project is the second one that the Ames Main Street Cultural District has been awarded. The first was for the renovation of the Duckworth Wearing building. City support is important to the state in awarding these grants. Providing city support for this Challenge Grant project from the Downtown Façade Improvement Grant program would leave an estimated \$65,000 for grants to be awarded in June.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the Downtown Façade Improvement Grant for 413 Kellogg Avenue totaling \$7,000 from the remaining balance in the 2014-15 Downtown Façade Grant fund.

Attachment A Project Design



Attachment B Project Information

re:design

413 Kellogg Facade Grant Application



Figure 1: 413 Main Street
"Executive Office Building"
Primary East Facade

Project Description

HAILA Architecture plans to renovate the entire existing first floor and mezzanine level of the building at 413 Main Street (Figure 1), colloquially known as The Executive Office Building, into their new architecture studio and offices.

The construction plans call for the demolition of the non-original aluminum canopy and entrance door (Figure 2) on the north side of the building, considered to be the secondary facade of the building. The canopy and entrance door will be replaced with a new window and cast stone kick plate to match the adjacent fenestration pattern and rhythm.

From a design standpoint, replacing the non-original canopy and entrance door with a window consistent with the rest of the north facade will draw attention away from this secondary facade and towards the primary east entry, an excellent example of 1940s streamlined art-deco architecture. From a maintenance standpoint, the new construction seeks to eliminate water infiltration issues at the basement level, attributed to the non-original canopy and entrance door retrofit.



Figure 2: 413 Main Street
Secondary North Facade
Entrance and Canopy to be Removed

Building History

The building was originally constructed in 1941 for the Ames Trust and Savings Bank, but has since been converted into an office building. The north facade of the building originally featured seven (6) large glass block openings allowing filtered daylight to flood the banking floor and giving the building a monumental and solid appearance from the exterior.

In 1956, the third large glass block opening from the west was retrofitted to include a walk-up teller window for the bank (Figure 3). The teller window was later demolished and made into the aluminum canopy and entrance today. The entirety of the glass block masonry was replaced at some point as well with double pane thermal aluminum windows, giving the north facade an airy and transparent appearance.



Figure 3: 1956: Walk-Up Teller Window
retrofitted into existing glass block
opening

Project Budget

The budget for the entire interior and exterior renovation is roughly \$412,000 with the work associated with this grant application (canopy and entrance door demolition, window replacement, new cast stone kick-plate, and interior finishing) being estimated at \$14,000.

Project Schedule

Bids for the interior and exterior renovation have already been taken and Boone Construction was awarded the project. Demolition will begin Wednesday March 18, 2015 and construction will run through the end of June 2015. Boone Construction has been notified that they are NOT to proceed with any work associated with this grant application until after a Notice to Proceed is issued from the City of Ames. Boone Construction indicated that waiting for a Notice to Proceed would not adversely effect schedule as it would take some time to create shop drawings for both the window and the cast stone kick plate.

Description of the types of proposed materials

The window to be replaced will be an aluminum framed fixed window with double pane thermally insulated glazing, similar to the adjacent windows. The dimensions and relief of the cast stone elements below the window sill will match the adjacent windows. An attempt will be made to closely match the color, finish, and texture of the existing cast stone elements, however there will likely be a noticeable difference between the new and the old. Over time the new cast stone elements will patina with age and the difference between the new and the old will likely become less noticeable.

Professional Design Services

Being an architecture firm, we provided our own design services for this project. We are requesting reimbursement of \$1000 for the professional design services to research the original building construction and design the new window and cast stone kick-plate.

Staff Report
SOUTH DUFF ACCESS STUDY UPDATE

April 28, 2015

BACKGROUND:

City Council last discussed this project at the August 19, 2014 Council workshop that included many businesses owners who would be affected in the South Duff corridor. At that meeting City Council supported staff moving forward with the signal and median project as previously directed. This included continuing to work to secure cross-access for the west and east side businesses.

Since that workshop, staff has held several meetings to further those efforts to secure cross-access easements and to gain as much consensus as possible on alternatives moving forward. After meeting with the local businesses owners, it became clear early on in the process for them to support or not support the project hinged heavily on what involvement there would be from Wal-Mart. Therefore, starting in January of 2015, staff refocused efforts on working with members of Wal-Mart's Realty Department out of their corporate offices in Arkansas. Staff has been in contact with Traftin Thompson, Wal-Mart's newly hired realty manager for Iowa, Minnesota, and Wisconsin.

Progress has been very slow when working with Wal-Mart. It can take four to six weeks to get feedback on information and ideas sent to them regarding this project. To date, staff has exchanged emails sending various staff reports and estimated project cost information to Wal-Mart. The reason for the delay is due to the fact that several internal departments at Wal-Mart must review the information before Mr. Thompson can provide feedback. Staff has also held a conference call with Wal-Mart and Iowa DOT District 1 staff to discuss conditions of Wal-Mart's access permit and how to move forward with the project. **To summarize these discussions, Wal-Mart is supportive of the signal and the median project as well as providing cross access to other businesses through their parking area. However, they are willing to contribute to only one of the following: Either \$50,000 towards a traffic signal, or the cost of a median in front of their South Duff access. (It is likely that Wal-Mart would seek the lower cost option.) Wal-Mart's position contrasts with the cost sharing option endorsed by City Council at the June 10, 2014 meeting.**

In 2013 when this project began it was estimated that a new traffic signal would cost \$200,000 and a median from S. 5th Street to the new signal would cost approximately \$125,000. At that time the total estimated cost was \$325,000. Construction costs have risen significantly since that time. Based on current construction costs for 2015, the traffic signal is estimated to cost \$275,000 and the median to cost \$145,000. Therefore, the updated estimate for the signal and the median is \$420,000. Of the \$420,000, U-

STEP funding from the Iowa DOT will pay \$231,000 (55%) and the local match would then come to \$189,000 (45%).

Current Conditions for Access:

In order to move forward it is important to reiterate some existing conditions that could affect the funding and implementation of a potential traffic signal and median project. Starting in 2008 with the redevelopment of sites along this section of South Duff Avenue, first with Wal-Mart (534 S. Duff Ave), then with Texas Roadhouse (519 S. Duff Ave.), and now with the Southpoint Centre (701 S. Duff Ave.), the Iowa DOT has started placing conditions in the access permits for these sites. For both the Wal-Mart and Texas Roadhouse (Bundy property) sites, their access permits state that it is the sole responsibility of the property owner to pay for and install a raised median along their South Duff frontage if the City and/or Iowa DOT determine the driveway to be a safety problem.

Iowa DOT's access permit for Southpoint Centre has still not been approved. The City approved the site plan for Southpoint Centre on August 25, 2014 with the understanding that the driveway shown would be a workable solution. However, the Iowa DOT will not approve a permit until the status of the traffic signal and median project is known. Because of this, Southpoint Centre has not been allowed to work in the DOT right-of-way and has been using existing driveway curb cuts to conduct as much construction as possible. Hunziker, the owner of Southpoint Centre, has informed the City and Iowa DOT that they have leased approximately 50% of the available retail space and those businesses are looking to open here in the summer of 2015.

Because of this issue, Hunziker, City staff and the Iowa DOT have held meetings to discuss potential options for Southpoint Centre's access should the signal not be built. **The Iowa DOT has stated that if the access is stop controlled (like typical accesses along South Duff Avenue), they will only approve the access if there is either the raised median or a right-in-right-out splitter island built similar to Wal-Mart's drive. It is important to note that the ongoing safety issues caused by motorists ignoring left-turn restricting signs by the right-in-right-out splitter island at Wal-Mart's entrance is one of the main reasons this project started. It has been the recent position of the Iowa DOT that redeveloped sites along South Duff that do not have multiple point of egress will have these types of access restrictions.**

Proposed Approach from Iowa DOT

At these recent meetings, the Iowa DOT District 1 staff stated their desire to move forward with the installation of the traffic signal and raised median from South 5th Street to the new signalized intersection as a City/DOT sponsored project. This would not include a full median to the south that would potentially block truck deliveries to Howe's Welding. It is the opinion of Iowa DOT staff that if viable cross-access routes cannot be willingly established between the various businesses, there will still be safety and operational issues that need to be addressed along South Duff Avenue (US HWY 69).

The way it was described to staff is that the Iowa DOT would still provide 55% funding from the Urban-State Traffic Engineering Program (U-STEP) grant and the Iowa DOT would bill Wal-Mart and Bundy's Property for their respective portions of the raised median. Money collected for the raised median would be counted towards the 45% matching funds required under the U-STEP agreement. The remainder of the 45% match would be split between the City of Ames and what the City determines to be Hunziker's share of the cost.

It should be emphasized that this proposed approach does not include funding for construction of cross-access routes along the east and west side properties. Those improvements would then become the responsibility of the businesses to work together to create cross-access connections to the new signal, if desired. Staff told the Iowa DOT staff that this approach was a significant departure from what had originally been discussed with local businesses, and that the City Council will need to be consulted to provide direction.

Below is the current direction that staff was given from the June 10, 2014 meeting. Areas that are in conflict with recent events have been underlined:

"Direct staff to move forward with the project creating a new signalized intersection between South 5th Street and the Squaw Creek Bridge with a raised median. This direction will require staff to:

- a. **Prepare funding agreements for Wal-Mart and Hunziker for one-third of the local match of the project cost.**
- b. Prepare a U-STEP grant to be submitted to the Iowa DOT.
- c. Solicit for engineering proposals for design.

"Under this option, staff will work with property owners along the corridor in an attempt to secure connecting cross access easements behind all of the businesses.

"This type of effort would be appropriate, since increasing traffic congestion might ultimately mandate similar improvements in the future which could be even harder to implement after additional properties are redeveloped."

As stated above, Wal-Mart is not willing to be responsible for a proportional share of the project. In emails to staff, Wal-Mart has stated that they feel they are only contractually obligated for an equivalent cost of installing a raised median per their approved access permit. This includes any contribution to the cost of reconfiguring their parking lot and making connections to the east side properties south of Wal-Mart. Businesses along the east side have voiced their willingness to provide cross-access; however, they were not willing to contribute monetarily to the project. An estimate has not been generated for the cost to reconfigure Wal-Mart's parking lot due to lack of feedback from their corporate offices on what would be considered an acceptable scope.

The west side businesses have been divided in their support of providing cross-access through their sites. Southpoint Centre and the Boy's and Girls' Club are willing to provide cross-access, whereas Bundy's property (Texas Roadhouse/AutoZone) and Flummerfelt's property (Enterprise) have not been willing. Therefore, if Council desires to establish a means of cross access along the west side, the only remaining option would be to build a separate facility rather than leveraging the back portion of existing parking areas.

It is estimated that a two-lane road connecting the west side properties from South Fifth Street down to Howes Welding would be around 1,100 feet long and would cost approximately \$400,000. This is based upon current construction prices the City sees for paving a concrete street built to a commercial standard. This does not include any cost for land acquisition for right-of-way. It should be noted that because this road would be outside of the Iowa DOT right-of-way, is unlikely that it would be eligible for U-STEP funding.

The local businesses should be recognized for the many hours of time they have committed by contributing feedback throughout the process. Below is a table summarizing the position each business on keys issues, such as installation of a traffic signal, a raised median, providing cross-access, and contributing monetarily. The table reflects the understanding of staff during the creation of this report:

	Address	Owner/Business	Traffic Signal?	Raised Median?	Cross-Access?	Contribute Money?
West Side	505 S Duff	Texas Roadhouse/ AutoZone	✗ Does not support	✗ Does not support	✗ Does not support	✗ Does not support
	535 S Duff	Enterprise	✗ Does not support	✗ Does not support	✗ Does not support	✗ Does not support
	701 S Duff	Southpoint Centre	✓ Supports	✓ Supports	✓ Supports	✓ Supports (Willing to negotiate share)
	811 S Duff	Howe's Welding	⚠ Greatly concerned about queuing and its affect on access for truck deliveries	⚠ Supportive only if it does not affect turning trucks	✓ Supports	✗ Does not support
	210 S 5th	Boy's and Girl's Club	⚠ N/A	⚠ N/A	✓ Supports (only if adequate safety fence is provided)	✗ Does not support
	299 S 5th	Double D R S LC (vacant)	⚠ New Owner (Has not been contacted)	⚠ New Owner (Has not been contacted)	⚠ New Owner (Has not been contacted)	⚠ New Owner (Has not been contacted)
East Side	510 S Duff	Advanced Auto Parts	⚠ Unaffected	⚠ Unaffected	⚠ Unaffected	✗ Does not support
	520 S Duff	LOF	⚠ Supports (only if project provides wayfinding signs)	⚠ Supports (only if project provides wayfinding signs)	✓ Supports	✗ Does not support
	528 S Duff	Wendy's	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	534 S Duff	Wal-Mart	✓ Supports	✓ Supports	✓ Supports	⚠ Will only pay a fixed amount (~\$50,000)
	710 S Duff	U-Haul	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	716 S Duff	Bob Cummings (vacant)	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	806 S Duff	Verizon/Cy's Locker/ Aspen Dental	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	814/816 S Duff	Tuffy/Details	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	906 S Duff	Thomas Burke	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support
	902 S Duff	Jay Brown	⚠ Supports (with cross-access)	⚠ Supports (with cross-access)	✓ Supports	✗ Does not support

The following table summarizing the requirements that are in place for those properties along South Duff Avenue that have received an Iowa DOT permit since 2008:

Address	Owner/Business	Iowa DOT Access Permit Requirements
505 S Duff	Bundy properties (Texas Roadhouse/AutoZone)	Install a raised median across the S. Duff access at the sole expense of the owner if determined to be necessary by the Iowa DOT or City of Ames
534 S Duff	Wal-Mart	Install a raised median across the S. Duff access at the sole expense of the owner, or remove the S. Duff drive access and restore the ROW if determined to be necessary by the Iowa DOT or City of Ames
701 S Duff	Southpoint Centre	Install a raised median across access, or install a right-in-right-out splitter island in driveway approach* (*This is still in development)

Below is a summary of the Iowa DOT's positions related to these improvements:

- Due to the existing, unacceptable level of traffic congestion, the median and traffic signal must be installed for Southpoint Centre to receive an access permit to US 69.
- If the median and intersection are not installed, Southpoint Centre must install splitter islands at its entrance.
- The median must extend from South Fifth Street south to the new signal.
- If Wal-Mart is unwilling to immediately participate in this project, the median must still be installed and the signalized intersection will only serve Southpoint Centre.
- Iowa DOT will bring 55% USTEP funding to the portions of the project within the US HW 69 right-of-way.
- Iowa DOT will use its access permit conditions to have Wal-Mart, Bundy's property pay their proportional shares of the median cost.
- The City and Hunziker will be responsible for all other local costs of the median/ intersection project.

OPTIONS:

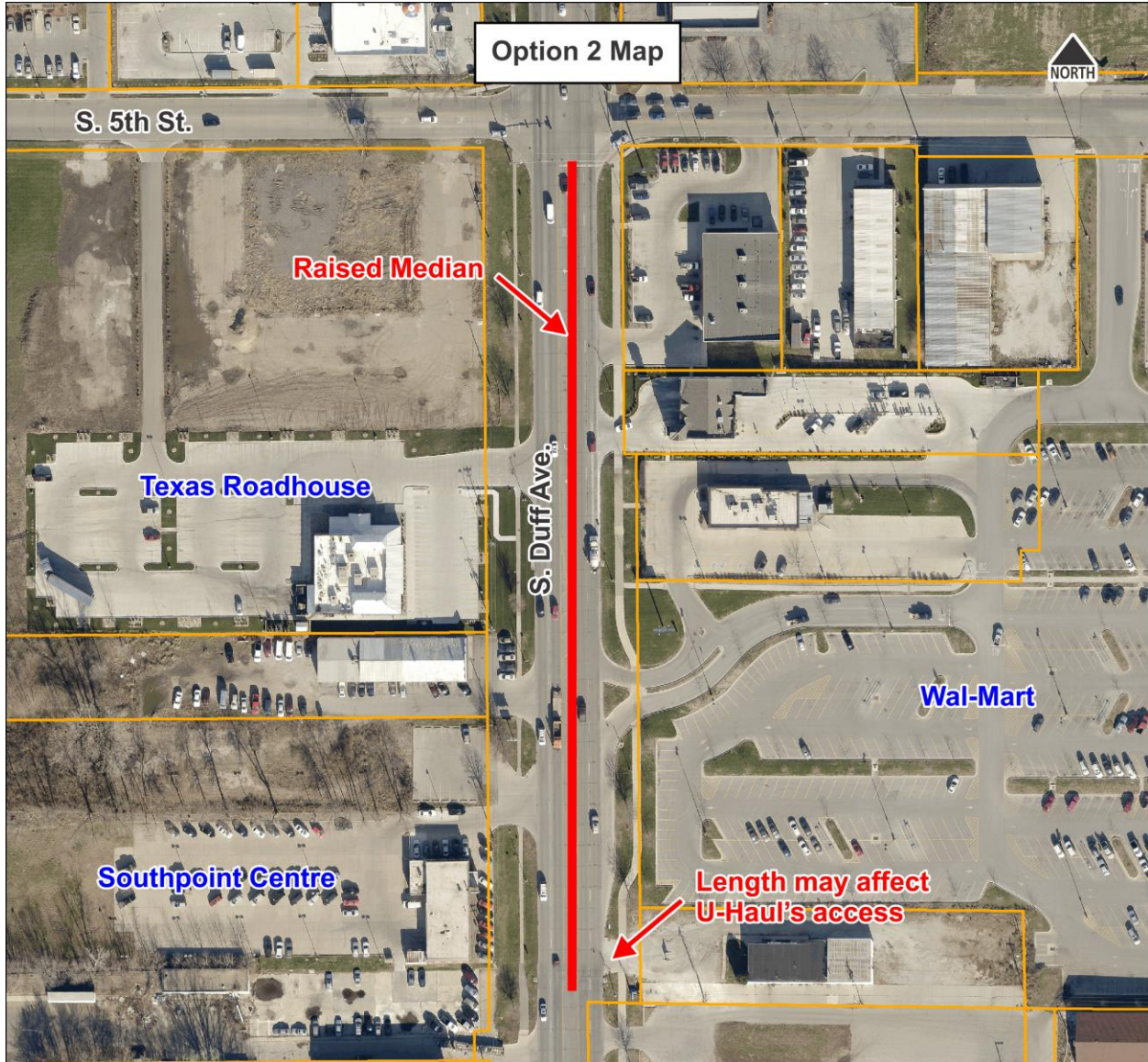
OPTION #1: Iowa DOT's position (Estimated Cost = \$420,000):

- a. Install a traffic signal at Southpoint Centre's entrance that would only serve Southpoint Centre and not Wal-Mart.
- b. Install a raised median between South 5th Street and Southpoint Centre's entrance.
- c. Bill the Bundy and Wal-Mart properties for their respective shares of the raised median.
- d. Negotiate an agreement with Hunziker for Southpoint Centre's share of the project costs.
- e. City submit a U-STEP grant to the Iowa DOT for a 55% share of the overall project costs.



OPTION #2: Construct raised median only (Estimated Cost = \$150,000).

Direct staff to work with the Iowa DOT to install a raised median from S. 5th Street along South Duff Avenue to Southpoint Centre's drive access, thereby billing the Bundy, Wal-Mart and Hunziker properties for their proportional shares of the median (estimated at \$50,000 each).



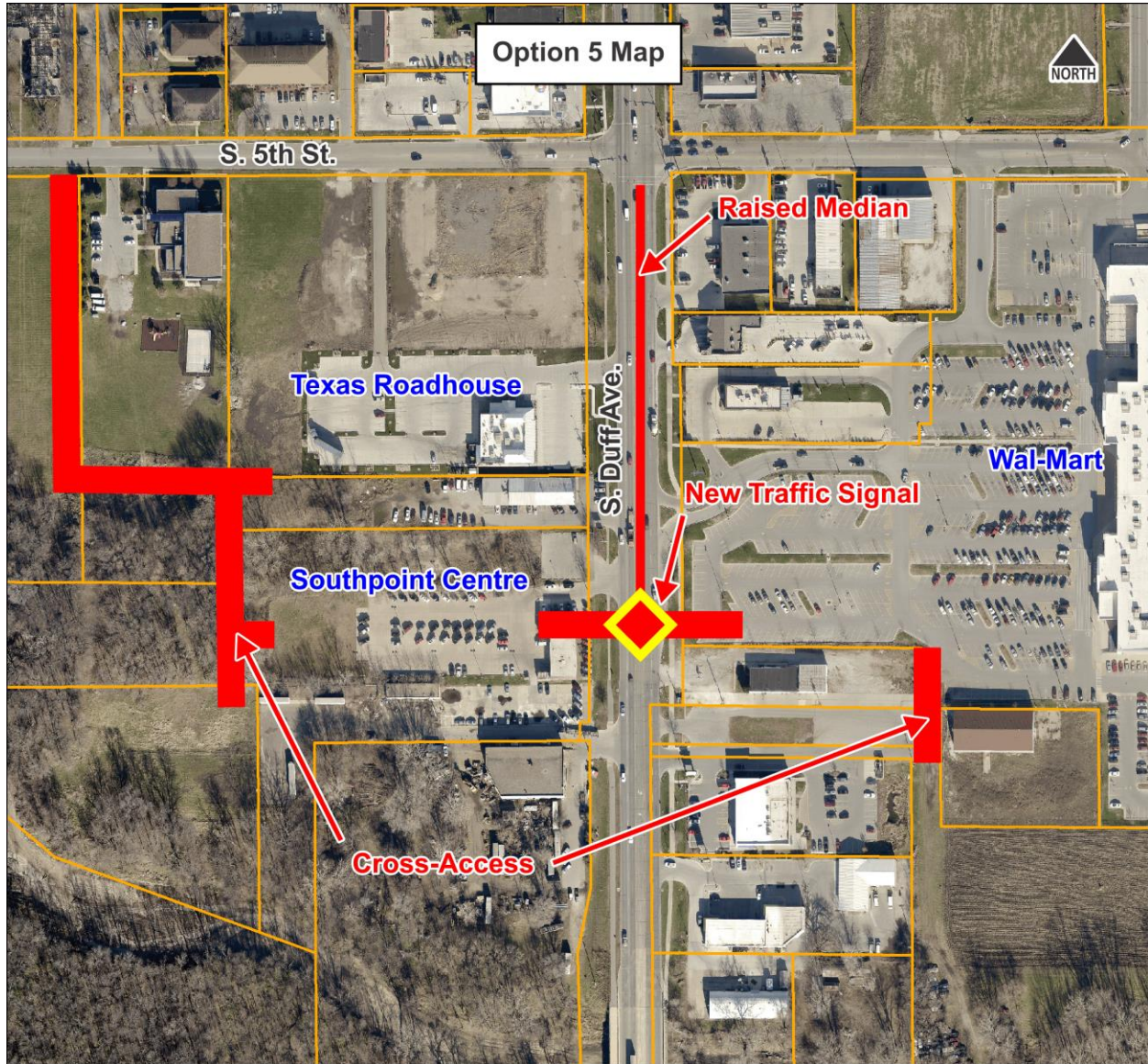
OPTION #3: Access restriction to Southpoint Centre (Estimated Cost = \$5,000 by Hunziker).

Direct Staff to work with the Iowa DOT to have Southpoint Centre install a right-in right-out splitter island in their drive access at the sole cost to Hunziker.



OPTION #4: Median and signal with east-and west-side access (Estimated Cost = \$920,000+).

Direct staff to follow the provisions under Option 1 above, thereby installing a traffic signal and raised median. In addition, construct cross-access roads along the east and west side businesses connecting them to the new signalized intersection. (This will likely include additional cost to buy easements/right-of-way).



Option 4 would still be eligible for U-STEP funding for the traffic signal and the median. As shown above that equates to \$231,000 from the Iowa DOT, and \$189,000 in local funds (totaling \$420,000). The additional \$400,000 for the west cross-access routes and \$100,000 for the east would need to be added to the local share, thereby totaling \$689,000 from a combination of local public and private funding sources.

OPTION #5: Reject the project and maintain access along South Duff Avenue in its current configuration.

This option would prevent Southpoint Centre from constructing their access to South Duff Avenue as shown on their approved site plan, and would require them to reconstruct their site to utilize either the old Quality Motors or Happy Joe's access.

STAFF COMMENTS:

As properties continue to redevelop along the South Duff Avenue commercial corridor, the Iowa DOT is taking a stronger approach to managing access. Because of the current safety and operational issues that exist, Iowa DOT staff feels strongly that the appropriate action is to move forward with installation of a new signal and raised median. If this does not happen, the Iowa DOT will most likely restrict Southport Centre access to a right-in right-out driveway using the splitter island described in this report. Splitter islands will also likely become the norm for controlling access for other redeveloped properties in the future. Current experience shows that these types of right-in right-out accesses are difficult for the Police Department to enforce and are an ongoing source of confusion and frustration to motorists.

The need for more effective traffic control along redeveloping South Duff is very evident. City staff has spent nearly two years working with affected property owners and the IDOT to identify an approach that meets most stakeholder needs. Unfortunately, it has not been possible to find that ideal solution.

Not all property owners on the west side of Duff are willing to collaborate in granting cross easements across their rear parking lots. Not all of the businesses adjacent to the proposed signal are ready to fulfill the City Council's desired cost-sharing arrangement. The other businesses on the east side of Duff support shared cross-access easements, but are unable to commit until Wal-Mart's parking lot geometrics are better defined.

Further, not all of the businesses on both sides feel the same sense of urgency or desire to have this project move forward. Meanwhile, the Iowa DOT's position has become stronger that stricter access management controls must be implemented along South Duff Avenue. Since the existing traffic congestion continues while another new traffic generator (Southpoint Centre) awaits an Iowa DOT access permit before its new businesses can open this summer.

At this point in time, it appears necessary to disconnect the competing desires that drove the previous City Council directive on this project. Not all affected parties agree on the need for the raised median and traffic signal. Not all affected parties are willing to help pay for those improvements. Not all property owners on the west of Duff are willing

to grant cross access easements, and easements on the east of Duff are up in the air pending Wal-Mart's slow decision-making process.

Given the lack of consensus among property owners, combined with the Iowa DOT's strong position that the raised median and traffic signal should now be constructed, it would seem prudent to focus on the most urgent needs in the area. These include addressing overall traffic congestion while providing access to the new commercial development. **Option #1** accomplishes these two goals. Funding for this option would come from an Iowa DOT USTEP grant of approximately \$231,000, median contributions of an estimated \$100,000 from the Wal-Mart and Bundy properties, and the balance of \$89,000 to be negotiated between Southpoint Centre and the City of Ames. If Wal-Mart later decides to access the new intersection, they would be 100% responsible for all costs to do so, including modifying the signal and adding the needed southbound left-turn lane.

If Council believes that the public benefits of this signal do not merit such a financial investment, Option #2 or Option #3 could be chosen. **Option #2** would still involve installation of the raised median, which could negatively affect access to several businesses in the area. However, it would address congestion and safety issues seen at the existing Wal-Mart and Texas Roadhouse entry points.

Alternately, **Option #3** would include neither the raised median nor the traffic signal. In that case, the sole step taken to address traffic congestion would be installation of a split island (right in, right out) driveway approach for Southpoint Centre.

Should Council choose to proceed with installation of the median and signal, staff should be instructed to work with Iowa DOT to receive written commitments for the USTEP funding and the median contributions from the three businesses, and to negotiate a cost-sharing agreement with Southpoint Centre for the balance of the local costs. In the event that there ends up being a City contribution to the project, staff could also be directed to identify possible funding sources.

COUNCIL ACTION FORM

SUBJECT: REQUESTS TO PLAN AND DESIGN CELLULAR INSTALLATION ON CITY PROPERTY ADJACENT TO DOG PARK

BACKGROUND:

Several cellular providers have contracts to place private cellular network equipment on City property. Earlier this year, City staff was approached by SSD, the development subsidiary of Selective Site Consultants, Inc. (SSC), with a proposal to place a cellular antenna on City property located just west of the Ames Dog Park in southeast Ames.

SSC is representing Verizon Wireless as a site acquisition consultant. It has proposed developing a monopole antenna approximately 120-130 feet in height west of the Dog Park. SSC would own the pole and its first tenant would be Verizon. Additional tenants could be accommodated in the future.

The following steps must occur prior to construction of an antenna. First, SSC must complete a site evaluation to develop its design proposal. Second, SSC must enter into a lease agreement with the City to use the property. Third, SSC must obtain a Special Use Permit from the City's Zoning Board of Adjustment.

The lease document between the City and SSC will describe the specific site area that SSC has rights to use. However, if SSC is unable to obtain a Special Use Permit or finds that the precise site is unsuitable for construction, the lease would need to be amended, which would take additional time. In order to avoid that scenario, SSC is requesting authorization to make a joint application with the City for a Special Use Permit and to conduct its site analysis prior to entering into a long-term lease with the City.

Last year, AT&T Wireless expressed interest in placing a cellular antenna on this same property. The City entered into a limited agreement with AT&T in June 2014 to allow its contractors to measure and sample the conditions at the site. AT&T also received permission from the City to make a joint application for a Special Use Permit for a cellular installation. In September 2014, City staff was notified that AT&T's project at this site was on hold. Staff was later contacted by another site acquisition company representing AT&T to restart the site acquisition process, but that company has indicated that AT&T cannot finance a new antenna until next year at the earliest and is primarily interested in another site. Therefore, City staff believes it is in the City's best interest to work with SSC on its proposal.

SPECIAL USE PERMIT

According to the City's Zoning Code, SSC must obtain a Special Use Permit from the Zoning Board of Adjustment (ZBA) prior to constructing its antenna. In granting this permit, the ZBA may place certain conditions on the orientation, location, dimensions, and other aspects of the antenna installation.

SSC has requested permission to make a joint application for a Special Use Permit prior to the completion of a long-term lease agreement with the City. Since the City owns the property on which SSC would like to place an antenna, the City Council must agree to list the City as the property owner on the Special Use Permit application. In the event that ZBA places conditions on the use of the site, changes can be made on the plans and incorporated into the lease agreement prior to that agreement returning to the City Council for approval.

Obtaining a Special Use Permit at this time does not grant SSC the right to construct its antenna. SSC will still be required to receive property rights through a lease agreement with the City.

RIGHT OF ENTRY:

Until a lease is agreed to between the City and SSC, SSC does not have rights to conduct soil tests and take measurements on the property. These activities are essential to the planning process prior to construction. In order to allow that evaluation to proceed, the City and SSC may enter into a separate agreement that allows SSC access to the property to complete its evaluation.

This type of agreement was approved by the City Council twice since 2013 for other cellular projects in advance of a long-term lease being signed. Under the terms of this temporary agreement, SSC and its contractors would have rights to enter the property to conduct inspections, surveys, structural strength analysis, subsurface boring tests, an environmental site assessment, and any other types of testing SSC deems necessary. These activities would be conducted at SSC's cost and the City would not be responsible for the actions of SSC's employees or contractors. SSC has already obtained a certificate of liability insurance naming the City as an additional insured.

This agreement would be in effect for a period of one year. However, upon execution of the lease which would allow SSC to construct its antenna, the temporary agreement's terms regarding site access would be superseded by the lease agreement's terms. Additionally, if no lease agreement is completed, SSC would be responsible to return the area to its original condition.

ALTERNATIVES:

1. a. Authorize SSC to make a joint application for a Special Use Permit to install a cellular antenna on City property northwest of the Dog Park. SSC

would not be permitted to proceed with installation until a lease is agreed to by the City Council.

- b. Approve the attached agreement granting SSC a limited right of entry to City property for the purposes of inspection and testing.

- 2. Do not approve an agreement with SSC.

MANAGER'S RECOMMENDED ACTION:

This agreement and the pursuit of a Special Use Permit do not obligate the City to lease this site to SSC. If SSC is able to obtain the Special Use Permit and its study finds the site acceptable, SSC must still receive the City's approval of a long-term lease.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby authorizing SSC to make a joint application for a Special Use Permit and approving an agreement granting SSC a limited right of entry to City property, as described above.



April 15, 2015

VIA ELECTRONIC MAIL

Brian Phillips
Management Analyst
Office of the City Manager
City of Ames Iowa
515 Clark Avenue
Ames Iowa 50010
(515)239-5227
BPhillips@city.ames.ia.us

Re: Selective Site Development, Inc. ("SSD") – Lease proposal for wireless communication facility at 2110 South Duff Avenue, Ames, Iowa; permission to file joint land use application with the City of Ames, Iowa

Dear Mr. Phillips:

Thank you for speaking with me yesterday regarding the above project. Pursuant to our conversation, on behalf of SSD we are asking the Ames City Council to authorize SSD to jointly file regulatory permits with the City of Ames, Iowa, for the development of a wireless communication facility.

Specifically, we are seeking authorization to jointly file all land use and federal regulatory applications necessary to construct a minimum one hundred thirty foot (130') low-profile monopole tower and associated equipment compound on the property referenced above, as described in my letter to you dated March 13, 2015.

We are seeking this authorization from the City Council at its next upcoming meeting on April 28, 2015. We intend to file land use applications for this project at the earliest time following the Council's authorization to do so. If a representative needs to be in attendance at the Council's meeting, please let me know and we will be happy to send a spokesperson to the meeting.

Please contact me at (913) 438-7700 with questions or concerns at your convenience.

Sincerely,

J. Trevor Wood

Cc: Christopher Coughlin, Verizon Wireless
Larry Louk, SSD, Inc.
Justin Anderson, SSC, Inc.
Jerrod Foutes, SSC, Inc.



Area of Evaluation

ACCESS TO SPORTS COMPLEX

BILLY SUNDAY RD

605

LIMITED RIGHT OF ENTRY

The undersigned is the owner (“Owner”) of the property, premises or easement (the “Property”) described as follows:

Address: 605 Billy Sunday Road and 2110 South Duff Avenue, Ames, IA 50010

Assessors Property ID: 09-14-275-000 and 09-14-250-000

Consent. Subject to the limitations and conditions below, the Owner does hereby grant permission to Selective Site Consultants, Inc. and its agents, employees, consultants and representatives (herein individually and collectively referred to as “SSC”) to enter onto the Property and contiguous property owned or controlled by the Owner for the purpose of performing an inspection of the Property, including surveys, a structural strength analysis, subsurface boring tests, an environmental site assessment, and any other activities as SSC may deem necessary, at the sole cost of SSC (collectively, the “Work”). In addition, SSC may remove samples of the soil from the Property.

Indemnity. To the fullest extent permitted by law, SSC shall indemnify and hold harmless the Owner, its agents, and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of SSC, any subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

Insurance. SSC agrees that it will, at its own expense, procure and maintain occurrence basis Commercial General Liability (CGL) insurance from a company or companies authorized to do business in the state of Iowa, in amounts not less than \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) per occurrence and \$2,000,000 Aggregate Limits. Certificates of Insurance will be provided by SSC indicating that Owner has been named as Additional Insured on the policy(ies) and further stating that Owner will be notified of changes or cancellation per the Terms of said policy(ies). In no case will SSC coverage be construed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the Owner.

Limitations and Conditions. The consent granted above is subject to the following limitations and conditions: (1) at least 48 hours prior to entering the Property, SSC shall notify Owner in writing or by telephone; (2) notification shall include the identities of the agents, employees, consultants, and representatives of SSC who will be entering onto the Property, the time and date of the planned entry, the locations on the Property where SSC will be conducting its activities, and the nature of the activities to be conducted; (3) notification shall be directed to the attention of Joshua Thompson, Parks and Facilities Superintendent (jthompson@city.ames.ia.us, 515-239-5364); (4) Owner reserves the right to limit or deny access or to require rescheduling of

inspection activities if Owner determines that planned inspection activities by SSC would interfere with previously scheduled activities or otherwise jeopardize the security, safety, or confidentiality of City of Ames employees.

Authority. The individual executing this consent on behalf of the Owner represents to SSC that such individual is authorized to do so by requisite action of the Owner.

Term. This consent is granted for a period of three hundred and sixty-five (365) days from the date of approval by the Owner. Recognizing that the Owner and SSC are currently in negotiations for a lease agreement concerning this Property, this consent shall be voided upon the commencement date of that lease agreement. Thereafter, the terms of that lease agreement shall govern the use of the Property. In the event that the Term of this consent expires and no lease agreement is adopted by the Owner and SSC for this Property, SSC shall return the Property to the condition that existed prior to the commencement of the Work by SSC, reasonable wear and tear excepted.

**OWNER:
CITY OF AMES**

ATTEST:

By: _____
Ann Campbell, Mayor

Diane Voss, City Clerk

Date: _____

SSC:

By: _____
Authorized Representative



CITY OF
Ames™

Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

To: Mayor and City Council Members

From: Diane Voss, City Clerk

Date: April 24, 2014

Subject: Item No. 56: Secondhand Goods Ordinance

The attached Ordinance reflects the amendment you approved on April 14.

Excerpt from April 14, 2015, Minutes:

“Moved by Corrieri, seconded by Orazem, to pass on first reading the Secondhand Goods Ordinance.

...

Moved by Gartin, seconded by Corrieri, to amend the motion to change Section 3A of the proposed Ordinance to create a 24-hour window for entering transactions.

Roll Call Vote on Amendment: 6-0. Motion declared carried unanimously.

Roll Call Vote on Motion, as Amended: 6-0. Motion declared carried unanimously.”

/drv

Attachment

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 17.25 AND ENACTING A NEW SECTION 17.25 THEREOF, FOR THE PURPOSE OF ESTABLISHING REPORTING REQUIREMENTS FOR SECONDHAND GOODS DEALERS; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Section 17.25 and enacting a new Section 17.25 as follows:

“Sec. 17.25. PAWNBROKERS, ITINERANT DEALERS, AND SECONDHAND DEALERS

(l) **Definitions.** The following words and phrases shall have the meanings respectively ascribed to them for the purpose of the regulations in section 17.25.

(a) **Antique Dealer.** Any dealer primarily engaged in the buying and selling of collectible objects, including but not limited to pieces of furniture or works of art that have high value because of the item’s considerable age.

(b) **Bullion.** Any bar, ingot, or coin comprised of one or more precious metals, including but not limited to gold, silver, platinum, and palladium, and which can be exchanged on the basis of the commodity market price for its metal composition.

(c) **Dealer.** Any pawnbroker, secondhand dealer, or itinerant dealer, and any principal, employee, agent, or servant thereof, engaged in or conducting business for purchase, sale, barter, exchange, or pawn of gold, silver, platinum, including coins, and precious or semiprecious gems or stones.

(d) **Engaged in or conducting business.** The purchase, sale, barter, pawn, or exchange of any item in Sec. 17.25(1), including the advertising therefor, by any business entity or individual subject to State sales tax.

(e) **Itinerant Dealer.** Any dealer as defined herein who engages or has engaged in any temporary or transient business conducted in a shop, room, hotel room, motel room or other premises used for any duration less than thirty (30) consecutive days or used on a temporary basis.

(f) **Pawnbroker.** Any person who shall in any manner lend or advance money or other things for profit on the pledge or possession of personal property, or other valuable things, other than securities or written evidences of indebtedness, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.

(g) **Secondhand Dealer.** Any person engaged in the business of buying or selling secondhand goods, excluding consignment of secondhand goods or the sale of secondhand goods donated without compensation. This definition shall include the use of any automated or camera-enabled kiosk used to purchase secondhand goods from a seller without the buyer’s physical presence.

(h) **Secondhand Goods.** Tangible personal property previously owned by another person, whether used or not, which property, in its present state, possesses utility for the purpose for which it was originally intended.

(i) **Tangible Personal Property.** Items including:

(i) items made in whole or in part of gold, silver, platinum, copper or other precious metals;

(ii) items containing or consisting of precious or semiprecious gemstones or other polished stones used for decoration or jewelry;

(iii) articles with serial numbers, model numbers, or other identifying marks, including, but not limited to appliances, tools, radios, stereo equipment, radar detectors, televisions, cellular phones, video recorders, camcorders, video equipment, computers, computer equipment and accessories, digital music recorders and players, and cameras, but not including clothes washers, clothes dryers, refrigerators, and auto parts;

(iv) musical instruments;

(v) rifles, shotguns, handguns, and other firearms;

(vi) movie cassette tapes and discs, music cassette tapes and discs, record albums, computer software and diskettes, and video game cartridges; and

(vii) any other item of value, except:

a. One or more coins collected or exchanged for their numismatic value, where the scarcity, historical significance, quality, and other unique factors determine the market value of a coin rather than the commodity price of the metals that comprise it; and

b. Books and textbooks.

(j) **Transaction.** Any purchase, sale, barter, pawn, or exchange of any item.
(*Ord. No. 3323, Sec. 1, 3-28-95*)

(2) **Dealer's Permit.**

(a) A pawnbroker or itinerant dealer must apply for and obtain a dealer's annual permit prior to being engaged in or conducting business as a dealer. Such permit shall be posted conspicuously in each place of business named therein.

(b) **Application.** To obtain a dealer's permit a dealer shall file a written, sworn application on a form provided by the City Clerk signed by the applicant if an individual, by all partners if a partnership, and by the president if a corporation, with the City Clerk showing:

(i) The name or names of the principals, agents, and employees of the applicant's business during the time that it is proposed that such business will be carried on in the City of Ames; the local address or addresses of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (as proprietor, agent, employee or otherwise); the name and the address of the person, firm or corporation for whose account the business will be carried on, if any; and if a corporation, under the laws of what state it is incorporated;

(ii) The place or places in the City of Ames where it is proposed to carry on the applicant's business, and the length of time during which it is proposed that said business shall be conducted;

(iii) The place or places, other than the permanent place of business of the applicant, where the applicant within the six (6) months next preceding the date of said application conducted an itinerant business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted;

(iv) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers; and

(v) Credentials from the person, firm or corporation for which the applicant proposed to do business, authorizing the applicant to act as such representative.

(c) **Fee Requirement.** Every application for a dealer's annual permit shall be accompanied by the application fee. The fee for a dealer's annual permit shall be in such amount as is set by the City Council.

(*Ord. No. 2941, Sec. 1, 2-4-86*)

(d) **Issuance.** Upon receipt of an application for a dealer's permit, the City Clerk shall notify the Ames Chief of Police or Chief's designee who shall cause such investigation of the applicant as the Chief deems necessary for the public good, and may recommend issuance or refusal of a dealer's permit. Within ten (10) days of the filing of an application, the City Clerk shall issue a dealer's permit or refuse to do so for reasons including but not limited to the following:

(i) fraud, misrepresentation or false statement of material or relevant facts contained in the application;

(ii) that the applicant has engaged in a fraudulent transaction or enterprise; or

(iii) that the applicant has engaged in a pattern of criminal activity.

(e) **Appeal.** If the City Clerk denies an application for a dealer's permit, the City Clerk shall mail to the applicant, by certified mail, a written statement of the decision with a brief statement of the reason(s)

therefore. An appeal from the decision of the City Clerk may be made in writing to the City Manager, or Manager's designee, within ten (10) days of the receipt of the decision. The written appeal shall state the specific grounds for the appeal. The City Manager, or Manager's designee, shall hold a hearing within a reasonable time from the receipt of the appeal. At the hearing, the applicant or permit holder may be represented by counsel, may cross-examine witnesses and may present evidence in his or her favor. The City Manager, or Manager's designee, may grant or deny the appeal. That decision shall be final.

(f) **Expiration.** A dealer's permit shall expire on December 31 of the year in which it is issued. If a dealer's business is discontinued, moved, or sold within one (1) year after issuance, the dealer's permit expires and a new permit must be obtained before the dealer's business is recommenced. The dealer's annual permit is a personal privilege and shall not be transferable, nor shall there be a partial refund of the application fee where the permit holder discontinues his business prior to December 31 of the year in which the permit was issued. (*Ord. No. 2941, Sec. 1, 2-4-86*)

(g) **Revocation.** Any dealer's permit may be revoked by the City Manager, or Manager's designee after notice and hearing if it is found that the dealer has knowingly violated any provision of section 17.25. The City Manager shall mail to the permit holder, by certified mail, a written notice of the hearing twenty (20) days before the hearing date. The notice shall set forth the grounds of the proposed revocation and the time and place of the hearing. At the hearing the permit holder may be represented by counsel, may cross-examine witnesses, and present evidence in his or her favor. The decision of the City Manager, or Manager's designee, shall be final.

(h) Itinerant dealers must register with the City of Ames Police Department before engaging in or conducting business each time that such dealer is in the City of Ames to conduct business. (*Ord. No. 3323, Sec. 1, 3-28-95*)

(3) **Records of Transactions and Retention of Purchases.**

(a) **Records.** The City of Ames Chief of Police shall designate an Internet-based property tracking service. Every dealer, itinerant dealers excepted, shall report each transaction of secondhand goods and tangible personal property within twenty-four (24) hours of the transaction to the Internet-based tracking service. The record of each transaction shall include:

- (i) an accurate and detailed account of the sale, purchase, pawn, trade, or exchange;
- (ii) serial and model numbers, a transcription of any engraving or other identifying labels, marking, or writings located on the item, the brand name and model name;
- (iii) the titles of any movie cassette tapes or discs and computer software;
- (iv) the titles and artist names of any musical cassette tapes, discs, and albums;
- (v) the number and description of any decorative precious or semiprecious gems, stones, or jewelry;
- (vi) the amount paid, advanced, or loaned for each item;
- (vii) the date and time of the transaction;
- (viii) a clear and recognizable digital photograph of each item, which shall only be required if the item lacks a serial or model number; and
- (ix) a description of the person selling, purchasing, pawning, trading, or exchanging the item, which description shall include the person's first and last name, address of residence, date of birth, sex, and driver's license or state issued identification card number including the state

(b) **Itinerant dealers.** Every itinerant dealer shall record transactions according to one of the following methods, which records shall consist of the information in Sec. 17.25(3)(a)(i) through Sec. 17.25(3)(a)(ix):

- (i) keep and maintain a physical record book of transactions, which record book shall be presented to the Police Department for inspection and photocopying before the itinerant dealer leaves the City of Ames; or
- (ii) report transactions to the Internet-based property-tracking service designated by the City of Ames Chief of Police.

(c) **Antique dealer.** Every antique dealer shall be exempt from the recording, reporting, and retention requirements of this Section.

(d) **Transactions Exempt From Reporting.** Any transaction of the following shall not be required to comply with the reporting and retention requirements of this Section:

(i) Any transaction of goods at a garage sale, yard sale, or estate sale, which shall be construed as the infrequent, periodic sale of miscellaneous household or personal articles on the premises of a private residence;

(ii) Any consignment transaction of secondhand goods or the sale of secondhand goods donated without compensation;

(iii) Any transaction of goods at an auction.

(e) **Retention of Items.**

(i) No dealer shall sell, deliver, melt, change the form of, or dispose of any item subject to Section 17.25 of the Municipal Code within ten (10) days of the acquisition of such item unless one of the following exceptions is met:

(1) Permission to do so is granted in writing by the City of Ames Chief of Police or the Chief's designee;

(2) A pawned item is returned to the person who pawned the item within the ten (10) day retention period pursuant to the agreed upon terms; or

(3) The item is bullion.

(ii) The City of Ames Chief of Police or the Chief's designee may inspect all items for which a request to dispose has been granted before the end of the ten (10) day retention period.

(Ord. No. 3323, Sec. 1, 3-28-95)

(4) **Inspection of Premises.** Every dealer shall admit any police officer to its premises during its regular business hours to examine articles purchased or received; and to search for and to take into possession any article known by that officer to have been reported missing or known or believed by the officer to have been stolen.

(Ord. No. 3323, Sec. 1, 3-28-95)

(5) **Prohibitions.**

(a) No dealer shall conceal, secrete, or destroy for the purpose of concealing, any item purchased or acquired by the dealer for the purpose of preventing identification thereof by a police officer or any person claiming to own the same.

(b) It shall be unlawful for any dealer in the course of the dealer's business or occupation to acquire, by purchase, barter, exchange, or pawn, any goods from any person under eighteen (18) years of age.

(c) It shall be unlawful for any dealer to acquire, by purchase, barter, exchange or pawn, items bearing evidence of a serial number which has been tampered with or scratched or obliterated in any manner unless such person immediately contacts the Ames Police Department.

(d) It shall be unlawful for any dealer to acquire, by purchase, barter, exchange or pawn, any items prior to examining photo identification with a physical description of the person selling, bartering, exchanging or pawning said articles.

(e) It shall be unlawful for any dealer to intentionally misrepresent or falsify any record of an item, seller, or transaction required to be reported to the Ames Police Department under this chapter.

(Ord. No. 2938, Sec. 1, 10-15-85; Ord. No. 3323, Sec. 1, 3-28-95)

(6) Violation of this section shall be a municipal infraction punishable by a penalty of \$100 for a person's first violation thereof and \$200 for each repeat violation. Alternatively, violation of this section can be charged by a peace officer of the City as a simple misdemeanor.

(Ord. No. 3497, Sec. 34, 8-25-98; Ord. No. 3551, 3-7-00)

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out by law. Alternatively, violation of this section can be charged by a peace officer of the City as a simple misdemeanor.

Section Three. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, 2015.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor