

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
AUGUST 11, 2015

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. **If you wish to speak, please complete an orange card and hand it to the City Clerk. When your name is called, please step to the microphone, state your name for the record, and limit the time used to present your remarks in order that others may be given the opportunity to speak.** The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input at the time of the first reading. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring.

CALL TO ORDER: 6:00 p.m.

PROCLAMATION:

1. Proclamation for 25th Anniversary of Americans with Disabilities Act

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Council members vote on the motion.

2. Motion approving payment of claims
3. Motion approving minutes of Regular Meeting of July 28, 2015
4. Motion approving Report of Contract Change Orders for July 16-31, 2015
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Olde Main Brewing Company, 316 Main Street
 - b. Class C Liquor & B Native Wine – The Mucky Duck Pub, 3100 South Duff Avenue
 - c. Class C Liquor – Es Tas Stanton, 216 Stanton Avenue
 - d. Class C Liquor – El Azteca, 1520 South Dayton Avenue
 - e. Class B Beer – Flame-N-Skewer, 2801 Grand Avenue
 - f. Class C Beer & B Wine – Hy-Vee Gas #5013, 4018 Lincoln Way
 - g. Class C Liquor – Deano’s, 119 Main Street
6. Motion approving 5-day (August 13-17) Special Class C Liquor License and Outdoor Service for Main Street Cultural District for Foodies & Brew
7. Motion approving 5-day (August 15-19) Class C Liquor License for Tasteful Catering/Dinners at Reiman Gardens, 1407 University Boulevard
8. Motion approving 5-day (September 3-7) Class C Liquor License for Christiani’s Events at Hansen Agriculture Student Learning Center, 2516 Mortensen Road
9. 5-day Class C Liquor Licenses for Olde Main at Reiman Gardens, 1407 University Boulevard:
 - a. August 20-24
 - b. August 25-29
10. Resolution approving Investment Report for Fiscal Year ending June 30, 2015
11. Resolution accepting Ames Municipal Utility Retirement Report
12. Resolution approving appointment of Amanda Hassid to fill vacancy on Human Relations Commission—Investigative & Conciliation Officers
13. Resolution approving Official Statement for General Obligation Corporation Purpose Bonds, Series 2015A, setting date of sale for August 25, 2015, and authorizing electronic bidding for sale
14. Resolution approving agreements with Ames Police Benevolent Association and Ames Chamber of Commerce for donation of Cy Statues
15. Resolution approving reallocation of CIP funds for repairs to Fire Station No. 3
16. Resolution approving amendment to agreement with Youth & Shelter Services reducing number of leased parking spaces in Parking Lot P

17. Resolution approving Main Street Cultural District's request to close three additional parking spaces for MusicWalk Event and waiving parking meter fees
18. Resolution awarding contract for 15kV Switchgears for Electric Distribution Inventory to Power Line Supply of Williamsburg, Iowa, in an amount not to exceed \$59,492
19. Resolution awarding contract for Valve Maintenance, Related Services, and Supplies for Power Plant to Dowco Valve Company, Inc., of Hastings, Minnesota, in an amount not to exceed \$70,000
20. Boiler Tube Spray Coating and Related Services and Supplies:
 - a. Resolution approving renewal of contract with Global Services, Inc., of Richmond, Virginia, in an amount not to exceed \$100,000
 - b. Resolution approving contract and bond
21. Resolution approving contract and bond for Water Treatment Plant Five-Year Rehabilitation Project (Year 4)
22. Resolution approving contract and bond for 2014/15 Sanitary Sewer Rehabilitation (Manhole Rehabilitation - Basins 1 & 5)
23. Resolution approving Change Order No. 1 for 2014/15 Concrete Pavement Improvements Contract #1 (Hayward Avenue - Hunt Street to Lincoln Way)
24. Resolution approving Plat of Survey for 2811, 2817, and 2823 West Street
25. Resolution accepting completion of contract with A&P/Samuels Group of Wausau, Wisconsin, for Library Expansion and Renovation
26. Resolution accepting completion of landscaping requirements for The Roosevelt, 921 - 9th Street
27. Resolution approving request for extension of time for Major Site Development Plan and PRD Phasing Plan for Green Hills

PUBLIC FORUM: This is a time set aside for comments from the public on topics of City business other than those listed on this agenda. Please understand that the Council will not take any action on your comments at this meeting due to requirements of the Open Meetings Law, but may do so at a future meeting. The Mayor and City Council welcome comments from the public; however, at no time is it appropriate to use profane, obscene, or slanderous language. **The Mayor may limit each speaker to five minutes.**

ADMINISTRATION:

28. Requests for Campustown Action Association's Friday Afternoon in Campustown (FAC) on Friday, September 4:
 - a. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License
 - b. Motion approving 5-day (September 4-8) Class B Beer Permit with Outdoor Service
 - c. Resolution approving waiver of fee for Blanket Vending License
 - d. Resolution approving closure of Welch Lot T from 7:00 a.m. to 11:00 p.m., and waiving parking meter fees and enforcement

PLANNING & HOUSING:

29. 205 South Wilmoth Avenue:
 - a. Motion initiating Land Use Policy Plan (LUPP) Amendment for 101, 105, 107, and 205 South Wilmoth and 3316 Lincoln Way
 - b. Discussion of options for Urban Revitalization Area and qualifying criteria for Breckenridge North Parcel:
 - i. Motion initiating the creation of Urban Revitalization Area
30. Request from Rose Prairie developers to amend Pre-Annexation Agreement:
 - a. Motion to refer to City Attorney for preparation of Amendment

31. Staff update on Request for Proposals for redevelopment of City-owned properties at 519-521 6th Street

PUBLIC WORKS:

32. Request for street and parking closures needed to accommodate construction of apartment building at 2311 Chamberlain Avenue:
 - a. Motion providing direction to staff

ELECTRIC:

33. Resolution approving changes to Smart Energy Program

ORDINANCE:

34. Second passage of ordinance rezoning properties at 519, 525, and 601 6th Street from Residential Medium Density (RM) with Single-Family Conservation Overlay District (O-SFC) to Residential Medium Density (RM)
35. Second passage of ordinance rezoning, with Master Plan, property at 5400 Grant Avenue from Agricultural (A) to Suburban Residential Low Density (FS-RL)
36. Third passage and adoption of ORDINANCE NO. 4223 making Zoning Text Amendment to Chapter 29 to create Research Park and Innovation Zoning District
37. Third passage and adoption of ORDINANCE NO. 4224 revising Chapter 5 pertaining to infrastructure improvements
38. Third passage and adoption of ORDINANCE NO. 4225 revising Chapter 22 pertaining to infrastructure improvements

COUNCIL COMMENTS:

ADJOURNMENT:

*Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), *Code of Iowa*.

**MINUTES OF THE SPECIAL MEETING OF THE
AMES CONFERENCE BOARD AND
REGULAR MEETING OF THE AMES CITY COUNCIL**

AMES, IOWA

JULY 28, 2015

SPECIAL MEETING OF THE AMES CONFERENCE BOARD

The regular meeting of the Ames Conference Board was called to order by Chair Ann Campbell at 5:30 p.m. on July 28, 2015. Present from the Ames City Council were Amber Corrieri, Tim Gartin, Matthew Goodman, Chris Nelson, and Peter Orazem. Ames City Council Member Gloria Betcher was brought in telephonically as it was not practical for her to attend in person. Story County Board of Supervisors present were Paul Toot and Rick Sanders. Representing the Ames School Board were Rodney Briggs and Bill Talbot. Gilbert and United Community School Districts were not represented.

MINUTES OF FEBRUARY 24, 2015, MEETING OF THE CONFERENCE BOARD: Moved by Goodman, seconded by Sanders, to approve the Minutes of the February 24, 2015, meeting of the Ames Conference Board.

Vote on Motion: 3-0. Motion declared carried unanimously.

DISCUSSION ON BUDGET AMENDMENT: City Assessor Greg Lynch explained his request to change a half-time position in his office, which was approved for the 2015/16 Budget, to a full-time position. Mr. Lynch stated that after the Appraiser position was posted, they received only eight applications. None of those applicants had any experience in assessment; the position remains vacant. The workload in the City Assessor's Office continues to increase. In addition, they have fallen behind partly because of the appraiser position that has not yet been filled since last November and an Information Systems Analyst position that has been vacant since April.

Mr. Lynch referenced a recent survey pertaining to staff levels in Assessor's Offices. Based on their parcel count for January 1, 2015 (which was 20,445), his office should have a staff of at least 8.22 employees. According to Mr. Lynch, if the half-time position were to be changed to full-time, the Ames City Assessor's Office would have seven permanent employees. He noted that would still be lower than the 8.22 shown in the Survey. Mr. Lynch advised that the impact on this year's Budget would be minimal (\$2,285) due to the anticipated salary savings resulting from the vacancies. The impact on next year's budget, if approved, would be \$57,000.

Moved by Nelson, seconded by Clinton, to approve the request to change a half-time position in the City Assessor's Office to a full-time position.

Vote on Motion: 3-0. Motion declared carried unanimously.

ADJOURNMENT: Moved by Corrieri, seconded by Clinton, to adjourn the Ames Conference Board meeting at 5:45 p.m.

Vote on Motion: 3-0. Motion declared carried unanimously.

REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor Ann Campbell at 5:52 p.m. on July 28, 2015, in the City Council Chambers in City Hall, 515 Clark Avenue. Present were Amber Corrieri, Tim Gartin, Matthew Goodman, Chris Nelson, and Peter Orazem. Council Member Gloria Betcher was brought in telephonically as it was not practical for her to attend in person. *Ex officio* Member Sam Schulte was also present.

PROCLAMATION FOR NATIONAL HEALTH CENTER WEEK, AUGUST 9-15, 2015:

Mayor Campbell proclaimed August 9 - 15, 2015, for National Health Center Week. Accepting the Proclamation were representatives of Primary Health Care, namely, Linda Hanson, Clinic Director for Story County, and Amy Walsh and Angie (last name not given), who are nurses with the organization. According to Ms. Hanson, the Community Health Care Center for Ames is the Primary Health Care Center located in West Ames.

Moved by Nelson, seconded by Corrieri, to approve the following items on the Consent Agenda.

1. Motion approving payment of claims
2. Motion approving minutes of Regular Meeting of July 14, 2015, and Special Meeting of July 21, 2015
3. Motion approving certification of civil service applicants
4. Motion approving Report of Contract Change Orders for July 1-15, 2015
5. Motion authorizing Mayor to sign Waiver of *Iowa Code* Section 306.23 expressing no interest in purchasing land being offered by Iowa Department of Transportation
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Sportsman’s Lounge, 123 Main Street
 - b. Class E Liquor, C Beer, & B Wine – AJ’s Liquor II, 2515 Chamberlain Street
 - c. Class B Beer – Pizza Ranch of Ames, 1404 Boston Avenue
7. Motion approving new Special Class C Liquor License for HuHot Mongolian Grill, 703 South Duff Avenue, Suite #105
8. Motion approving new Class C Liquor License & Outdoor Service for VenuWorks, Fisher Theater
9. Motion approving new Class C Liquor License & Outdoor Service for VenuWorks, Scheman Building
10. Motion approving new Class C Liquor License & Outdoor Service for VenuWorks, CY Stephens Auditorium
11. Motion approving new Class C Liquor License, Outdoor Service, & Catering Privilege for Cyclone Experience Network, Jack Trice Stadium
12. Motion approving Encroachment Permit for sign at 232 Main Street
13. Motion approving Encroachment Permit for sign at 2300 Lincoln Way
14. Motion approving Encroachment Permit for mailbox at 2001 Indian Grass Court
15. Motion approving Encroachment Permit for two signs at 2420 Lincoln Way
16. Motion approving 5-day (August 10-August 14) Special Class C Liquor License for Gateway Market MLK at Reiman Gardens, 1407 University Boulevard
17. Motion approving 5-day (August 7-August 11) Class C Liquor License for Dublin Bay Pub at CPMI Event Center, 2321 North Loop Drive
18. Motion approving 5-day (August 1-August 5) Class C Liquor License for Olde Main at ISU Alumni Center, 420 Beach Avenue
19. RESOLUTION NO. 15-450 approving appointment of Mary Beth Oostenbrug to fill vacancy on Human Relations Commission
20. Requests from Main Street Cultural District for MusicWalk on September 3, 2015:
 - a. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License for MSCD from 3:00 p.m. to 9:00 p.m.
 - b. RESOLUTION NO. 15-452 approving waiver of fees for electricity usage from 3:00 to 9:00 p.m., waiver of parking meter fees and enforcement in MSCD from 3:00 to 6:00 p.m., closure of 14 parking spaces along Main Street from 3:00 to 9:00 p.m. for food vendors, and waiver of fee for Blanket Vending License

21. Request for Captain Midnight's Run for Cystic Fibrosis on September 4, 2015:
 - a. RESOLUTION NO. 15-453 approving closure of Bloomington Road, from Roy Key Avenue to Hoover Avenue, and portion of Roy Key Avenue, from Bloomington Road to Top-O-Hollow Road, from approximately 7:00 to 7:45 p.m.
22. Requests for Bike Night for Main Street Cultural District on Friday, August 28, 2015:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License
 - b. Motion approving 5-day Special Class C Liquor License and Outdoor Service for August 27-31
 - c. RESOLUTION NO. 15-454 approving closure of Douglas Avenue from Main Street to Fifth Street
 - d. RESOLUTION NO. 15-455 approving closure of 6 metered parking spaces on Douglas Avenue for MSCD from 12:01 to 11:30 p.m. on Friday, August 28
 - e. RESOLUTION NO. 15-456 approving closure of 115 metered parking spaces on Main Street and 8 more spaces on Douglas Avenue from 5 p.m. to 11:30 p.m. on Friday, August 28
 - f. RESOLUTION NO. 15-457 approving waiver of fee for blanket Vending License
23. RESOLUTION NO. 15-458 approving preliminary plans and specifications for Ash Pond Rehabilitation; setting August 13, 2015, as bid due date and August 25, 2015, as date of public hearing
24. RESOLUTION NO. 15-459 approving contract for Ash Pond Slope Stability Study
25. RESOLUTION NO. 15-460 approving preliminary plans and specifications for GT1 Combustion Turbine - Generator Preaction Sprinkler System, Carbon Dioxide System, and Fire Alarm Upgrade; setting August 26, 2015, as bid due date and September 8, 2015, as date of public hearing
26. RESOLUTION NO. 15-461 approving preliminary plans and specifications for Power Plant Fuel Conversion - Uninterrupted Power Supply (UPS) System; setting August 26, 2015, as bid due date and September 8, 2015, as date of public hearing
27. RESOLUTION NO. 15-462 approving preliminary plans and specifications for Power Plant Fuel Conversion - Electrical Installation General Work; setting September 9, 2015, as bid due date and September 22, 2015, as date of public hearing
28. RESOLUTION NO. 15-463 approving preliminary plans and specifications for 6th Street Bridge over Squaw Creek; setting September 15, 2015, as bid due date and September 22, 2015, as date of public hearing
29. RESOLUTION NO. 15-464 approving contract and bond for Unit #7 Crane Repair
30. RESOLUTION NO. 15-465 approving Change Order Nos. 1 and 2 to engineering services agreement for ISU Research Park Phase III Design Services with Shive-Hattery of West Des Moines, Iowa, in an amount not to exceed \$76,250
31. RESOLUTION NO. 15-466 approving Change Order No. 2 to Sargent & Lundy, LLC, of Chicago, Illinois, in an amount not to exceed \$174,000 for engineering services for conversion of Power Plant from Coal to Natural Gas
32. Lime Sludge Disposal:
 - a. RESOLUTION NO. 15-467 accepting completion of Year 2 Contract with Wulfekuhle Injection and Pumping, Inc.
 - b. RESOLUTION NO. 15-468 awarding Contract to Wulfekuhle Injection and Pumping, Inc., for Year 3
33. North Growth Area Utilities Extension Project:
 - a. RESOLUTION NO. 15-469 approving Change Order No. 1 in the amount of -\$69,948.48
 - b. RESOLUTION NO. 15-470 accepting completion
34. RESOLUTION NO. 15-471 accepting completion of 1200 Amp Switchgear for Vet Med Substation Feeder Extension Project

35. RESOLUTION NO. 15-472 accepting completion of Vet Med Substation Feeder Extension Project
36. RESOLUTION NO. 15-473 accepting completion of GT2 Control Room and Shop Preaction Sprinkler System and Fire Alarm Upgrade
37. RESOLUTION NO. 15-474 completion of Controls and Relaying Panels for Dayton and Stange Substations

Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ENDORSEMENT OF IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION FOR FINANCIAL ASSISTANCE FOR XPANXION, LLC: Ron Hallenbeck, 3119 Burnham Drive, Ames, spoke as a representative of the Ames Economic Development Commission (AEDC). He explained that XPANXION started in 2011 with three employees. The company provides software development and testing operations. At that time, they did receive assistance in the form of a low-interest loan from the state for 20 employees. The City did not participate in the local match at that time; AEDC handled the local match. According to Mr. Hallenbeck, XPANXION has now paid off everything and has grown to include 41 employees. The company has now applied for economic development assistance for a project that includes consolidating offices from four suites across two buildings to a single location that will accommodate both the current workforce and the addition of 45 new full-time high-quality jobs. The Iowa Economic Development Authority has tentatively agreed to provide incentives to the company, which includes a no-interest loan. A condition of the state assistance is a local match in the form of a \$36,000 no-interest loan with half forgivable. Funding for the local match will be half from the City and half from the Ames Economic Development Commission.

Moved by Corrieri, seconded by Gartin, to adopt RESOLUTION NO. 15-451 approving endorsement of the Iowa Economic Development Authority application for Financial Assistance for XPANXION, LLC, with local match in the form of no-interest loan.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Dan Breitbarth, 444 Welch, Ames, introduced himself as the new Student Body President at Iowa State University. He shared two issues on which he believed the Student Body and the City would be collaborating, i.e., ensuring everything was moving forward on the Kingland Systems development and looking at the transportation infrastructure network in around the University Campus. Mr. Breitbarth also named two other issues that he believed are important to ISU students, which were creating a more sustainable community and collaborating on recyclables initiatives.

ENTREPRENEURSHIP WORKSHOP: Management Analyst Brian Phillips reported that, during its 2015 Goal-Setting Session, the City Council had directed staff to plan a workshop regarding entrepreneurship. The purpose of the workshop would be to discuss the existing entrepreneurship environment in Ames, identify successes and assets in the Ames community, and understand what role the City can play in fostering the entrepreneurial environment in the future. The Council allocated funds in the FY 2015/15 Budget to host the workshop. According to Mr. Phillips, staff had been working on the framework for the proposed workshop and asked for specific direction on the following items:

1. Consulting Organization. Staff is proposing that a key component involve guidance from an organization with experience in local public policy that fosters entrepreneurship. Staff had contacted the Kauffman Foundation from Kansas City, Missouri, which advised that it could provide a staff person to outline national trends transferable to Ames in creating entrepreneurial environments. Because the Foundation is an endowed foundation, the expert could be provided at no cost to the City.
2. Other Experts. Staff is proposing inviting key leaders from Iowa State University to discuss the importance of entrepreneurship to it as well as policies or activities that could be undertaken by the City to help encourage entrepreneurship. Additionally, several local entrepreneurs would be invited to share their experiences in developing their businesses in Ames.
3. Location and Timing. City staff proposed hosting the workshop in the Scheman Building at the Iowa State Center. Rates for a convention room at the Scheman Building range from \$450 to \$775 for the use of the Benton Auditorium. An additional \$250 fee would apply for the use of a projector in the Auditorium. Staff also proposed allocating an additional \$500 for refreshments and any contingency costs. Because of the number of schedules that must be coordinated, staff proposed hosting it in November 2015; that appears to be the earliest date that would work.
4. Invitees. Staff will work to identify the final line-up of speakers and participants between now and when the workshop is held. As a starting point, staff proposed that the Ames Economic Development Commission, Ames Chamber of Commerce, Ames Seed Capital coordinators, the Ames Community School District staff and board members, ISU Research Park staff and board members, ISU Entrepreneur Club, and the DMACC Entrepreneurship Program staff.

Moved by Gartin, seconded by Goodman, to authorize staff to:

1. Spend up to \$1,600 from the City Council's FY 2015/16 Workshop Budget to secure a room in the Scheman Building.
2. Retain the services of the Kauffman Foundation to provide expert information regarding entrepreneurship issues.
3. Request the participation of representatives from the local entrepreneurial community and University leaders.

Vote on Motion: 6-0. Motion declared carried unanimously.

SETTLEMENT AGREEMENT PERTAINING TO BRECKENRIDGE V. CITY: City Attorney Judy Parks provided the background, including the land descriptions and current zoning designation and ownership history. She also provided information on other significant events, i.e., litigation and Administrative Appeals, the purchase negotiations with Iowa State University (ISU), and requests for settlement negotiations made by Breckenridge.

According to Ms. Parks, during discussions, there were certain issues that came out as very important elements, and the proposed Agreement covers those elements. Those were named as:

1. Preservation of the South Parcel. This would be accomplished through the cooperation of Iowa State University, which has agreed to purchase that Parcel and will close on that transaction by August 31, 2015.

2. Middle Parcel. Its density would be in the City's hands; its development is not covered in the Agreement. There is a great need for family housing in the City. This would be one way to provide an opportunity for families to enter into home ownership in Ames that is not of a rental nature.
3. North Parcel. This would be designed for a mixed-use commercial/residential designation. The specific zoning is not called out, but there are some requirements and some limitations incorporated into the Settlement Agreement, to-wit:
 1. Three hundred fifty (350) beds would be allowed on the North Parcel; that number could increase up to 422 if three additional lots, on which Breckenridge has options to purchase, are acquired.
 2. Commercial space totaling 15,000 square feet would be required.
 3. Buildings shall be no higher than three stories.
 4. The property would be made eligible for urban revitalization tax abatement consistent with the Council's efforts to obtain more than the minimum amenities like those that have been required for other buildings along Lincoln Way that have had significant redevelopment.

According to Ms. Parks, approval of the settlement will still require other future actions by the City Council, which include following all statutory steps. City Attorney Parks emphasized that the Settlement Agreement is not a specific project approval. A Land Use Policy Plan (LUPP) change will be necessary, the North Parcel will need to be rezoned, a Plat of Survey and site plan approvals will need to happen. Ms. Parks advised that one of the steps that would need to occur is to follow through with the rezoning. If a Protest is filed to the rezoning, it would require five votes (a super majority) of the City Council. If the rezoning ultimately was not approved, the City could be subject to a breach of contract action. She said that that type of action is possible on the hundreds of contracts entered into by the City. The Council members were told by Ms. Parks that that will be a decision they will have to make. She noted that the possible Settlement Agreement had been made public so that the Council could hear from their constituents, and public input would be taken at this meeting.

Council Member Goodman stated that he did not remember a contract where Council had committed to taking certain action in the future. Ms. Parks noted that there had been, and one was the rezoning of Scenic Valley Subdivision, where the Council had committed to a certain zoning designation. She said, however, a significant difference between that one and this is that no Protest was filed with that one. She reiterated that, in the case of the North Parcel, if a Protest were to be filed, five votes would be required. It is not a given, but it is anticipated, that a Protest will be filed in this case.

Christina Helfers, 223 Hilltop Road, Ames, read a statement prepared by her husband, Tyler Helfers, who could not be present at this meeting. In his statement, Mr. Helfers stated that he and Christina purchased their home last November knowing full well that there was an ongoing dispute between Breckenridge and the City over development of the Old Middle School property and that there was the potential for dramatic changes in the neighborhood. He has concerns over the increased traffic flow, which he does not believe has been adequately dealt with. The second issue is that affordable housing would be built on the Middle Parcel. It is not so much that he is opposed to that as much as he would like to know more about it. He is unsure whether that was what was needed now for Ames and for this neighborhood. Mr. Helfers added in his letter that he stands behind the Council's

decisions about lowering the density for the area in question as long as it was done in good faith, and he believes that the Council members make their decisions around what they believe is best for Ames.

Ms. Helfers stated that she personally has concerns about traffic and how the land was divided. She also commented that she is wondering what other compromises will be made if there is not enough parking for 422 beds. It was pointed out by Ms. Helfers that a lot of college students already live on the southwest side, and already many families do not want to live there.

Mayor Campbell pointed out that tonight, the Council is looking at only the Agreement that deals with the issues that were highlighted by City Attorney Parks. The other issues, i.e., parking and drainage, etc., will be dealt with under other processes that are yet to come.

Michael Petersen, 3302 Morningside Street, Ames, advised that he is a member of the College Creek/Old Ames Middle School Neighborhood Association. He commended Breckenridge for offering to sell the South Parcel to Iowa State University and the Middle Parcel to the City. Mr. Petersen voiced his personal concerns over the possible loss of the peace and quiet for residents of Wilmoth, Tripp, Hilltop, and Franklin Streets when the North Parcel is occupied by 422 students. According to Mr. Petersen, Breckenridge has proven that it cannot be trusted. He expressed his reservations about Breckenridge adhering to the terms of any Agreement. Mr. Petersen does not agree with offering any tax abatement to Breckenridge, as he feels that it is not the responsibility of the taxpayers of Ames to subsidize the development or ensure that Breckenridge can proceed with its business proposal for high-density student housing. Breckenridge was not invited to come to Ames. He also believes that there will be traffic problems and problems caused by partying and the lack of trash control. It was stated by Mr. Petersen that the neighborhood residents had worked hard to retain RL zoning on all three parcels and do not want to give that up. He does not accept the terms of the proposed Settlement Agreement and urged the Council not to approve it. According to Mr. Petersen, to accept the Agreement would be giving in to bullying and intimidation by the developer and would set a precedent for other developers to follow. He asked what would happen to the Breckenridge development when ISU student housing declines; it would not be suitable for single-family housing.

Sharon Guber, 2931 Northwestern Avenue, Ames, reviewed the actions that had occurred since the School District sold the three Parcels in question. She reviewed the goals of the Land Use Policy Plan. Per the testimony of Ms. Guber, currently, with the RL zoning, on all parcels, there would be a total of 362 total residents on all three Parcels or 14 residents/acre. Under the proposal, 422 residents would be allowed on the North Parcel and three optional parcels and approximately 145 residents would be allowed on the Middle Parcel; that equates to 567 total residents (47 residents/acre with 422 on the North Parcel). Ms. Guber made a comparison of the proposed development to the other Aspen Heights properties. She also showed pictures of what single-family housing in Ames looks like next to large apartment buildings, e.g., The Grove, Luverne Apartments. Ms. Guber expressed her fears that properties around the North Parcel will be sold or used as rentals after the student housing is built. She asked how apartment buildings are repurposed when they are no longer occupied.

Joanne Pfeiffer, 3318 Morningside Street, Ames, thanked the City Council for all the work it had done in attempting to resolve the issues surrounding the Breckenridge development proposal that has affected the College Creek/Old Ames Middle School Neighborhood. She gave a presentation entitled "Save the Neighborhood," which spoke to the quality of life, safety, noise control, walkability, connectivity, and values of the surrounding neighborhoods. Ms. Pfeiffer is concerned about the possible density of the neighborhoods, which could result in the possible fleeing of the current

homeowners, an increased number of rentals in the neighborhood, and deterioration of the neighborhoods surrounding the development. She asked the Council to reject the proposal.

Warren Madden, Senior Vice-President of Business and Finance for Iowa State University (University), stated that the University has been involved in conversations about the settlement proposal. It has not been a party to the settlement negotiations; however, is named as it relates to the sale of the South Parcel by Breckenridge to Iowa State University. Mr. Madden advised that both parties have agreed to a purchase price, the Board of Regents had approved the purchase at its last meeting in June, and the University is prepared to move forward to acquire the South Parcel. He noted that the University's Letter of Intent is not contingent upon approval of the Settlement Agreement. The normal closing transactions still need to occur; however, it is believed that the sale of the real estate will be complete by August 31, 2015, as outlined in the proposed Settlement Agreement. Mr. Madden stated the University's intentions for the South Parcel. The bicycle trail will remain at its current location. It is the opinion of the University that a small parcel located on the north side of the Creek would best be added to the Middle Parcel, and if the Settlement Agreement is approved, the University would have discussions with the City to get that small section added to whatever the City decides to do on the Middle Parcel. Mr. Madden offered that he believes the proposal is a reasonable settlement. Iowa State University supports it and is prepared to implement its piece; however, this is a decision of the City Council. Mr. Madden offered that he is a member of the CyRide Board of Directors. He noted that one of the issues of development of this area is the impact on public transit. Speaking personally, he believes that if there is going to be higher density development, having it on the North Parcel adjacent to Lincoln Way is a better solution than some of the other alternatives that would have potentially impacted the public transit activity along State Street.

Sharon Riley, 218 - 14th Street, Ames, advised that she represents member organizations of the Mid-Iowa Organizing Strategy (AMOS) group. According to Ms. Riley, there are many Ames families struggling to afford housing in Ames. It is becoming increasingly difficult for those with limited resources to find housing in Ames. Many simply cannot afford to live in Ames and are forced to move to other communities. In Ms. Riley's opinion, Breckenridge settlement is an opportunity to do something big for Ames. The Middle Parcel will allow for affordable housing to be located near a major transit corridor and be walkable to medical clinics, grocery stores, and restaurants. She supports the City's purchase of the Middle Parcel for affordable housing and believes it would be a good use of Community Development Block Grant (CDBG) funds. Ms. Riley urged the Council to vote yes on the Settlement Proposal as a Smart Choice and provide a way for all people of all income levels to have a place to call home.

Sue Ravenscroft, 455 Westwood, Ames, noted that the word "compromise" had been used a lot in the discussions about the Breckenridge development. Ms. Ravenscroft said she sees compromise as an arrangement where all parties get something and give something up. She does not see the proposal as a compromise. Neighbors are sacrificing a great deal and getting nothing. Breckenridge gains and gives up nothing. She agreed that the City badly needs affordable housing; however, it should promote affordable housing without sacrificing adjacent neighborhoods. Ms. Ravenscroft expressed concerns over the density of the complexes, which would have no space for buffers for the adjacent neighborhoods. Another concern of Ms. Ravenscroft is that Breckenridge has provided no drawings of what the development will look like because they don't have any. She believes that there certainly will be traffic problems and that the values of adjacent homes will go down. Ms. Ravenscroft believes that the Council, if it approves the Settlement Agreement, would be sacrificing the very values that are placed on public participation and important civil processes. Signing the proposed Settlement

Agreement sends a message to developers that if they don't like the City's process, they should take the City to court. It encourages developers to threaten court action if they don't get what they want. Ms. Ravenscroft urged the Council to follow the goals of the LUPP. In her opinion, Breckenridge has sacrificed nothing and gained a lot.

Ken Platt, 3614 Woodland Street, Ames, said that all of the pertinent issues that he had have been raised. The thing that bothers him the most is that the City would be locking itself into an untenable situation. He reiterated the statistics formerly given about Copper Beech compared to what Breckenridge is proposing. Mr. Platt believes that the vast majority of students are really great citizens; however, a small minority create problems. He is very concerned that there will be a concentration of nearly 500 students on only eight acres and asked what that will do to the residents who are adjacent to that area. He asked the Council to consider what that will do to the quality of life for the neighborhoods immediately adjacent to the proposed development and across Lincoln Way to the neighborhoods on the north side. Mr. Platt does not believe that the proposed Settlement Agreement is a compromise. He doesn't want to tie the hands of the community, who would have no more right to question. Mr. Platt also offered his opinion that, if the project goes through and the City has not already found a developer for the Middle Parcel, no developer will want to develop it as affordable housing. Mr. Platt suggested that the City pay Breckenridge for the actual value of its property without the proposed high-density development. He urged the City Council not to approve the proposed Settlement Agreement. If no Agreement can be reached, he suggested that the land remain zoned RL.

Sharon Stewart, 437 Hilltop Road, Ames, said the reason that the City is in this situation is that a company bought land that was not zoned for the development that it planned with the intention that it would get what it wanted. When that was not the case, it sued the City; they now use the lawsuit as leverage. Ms. Stewart believes that the lawsuit does not have a lot of leverage. In Ms. Stewart's opinion, having the South Parcel sold to the University is an advantage. If the Settlement Agreement does not move forward, she sees Breckenridge attempting to pull out of its agreement to do that. She also said she wonders what will happen if there are future discrepancies between the City and Breckenridge concerning the South Parcel. She sees the biggest "carrot" of the proposal being the sale of the Middle Parcel to the City for affordable housing. Ms. Stewart expressed her many concerns over the North Parcel. One primary concern expressed was that by consolidating all three parcels on the North Parcel, there is one property owner remaining, and she hopes that appropriate consideration would be given to that one property owner. Pertaining to the commercial space, she believes that 15,000 square feet is too small and the language governing it is too vague. She questioned whether Breckenridge could occupy it or if it would have to rent it to other commercial entities. It was also asked by Ms. Stewart if the commercial space would have to face Lincoln Way. She would like the bike trail to be addressed as part of the Settlement Agreement. Ms. Stewart specifically asked that Tripp Street not be extended, which would greatly increase the amount of traffic going through the neighborhood. Ms. Stewart raised the issue of the previous behavior of Breckenridge in violating Code; they have earned her distrust.

Sarah Cady, 2812 Arbor Street, Ames, stated that, in general, she is in favor of the proposal. She sees it as workable with additional details about the specific development of the Middle Parcel and the layout of the North Parcel. Pertaining to the Middle Parcel, Ms. Cady said that she is in favor of the plan for the Middle Parcel; there is a real need for affordable housing in Ames. Regarding the North Parcel, she is generally supportive of intensification and mixed use along the transit corridors. Ms. Cady sees it as a better proposal as the previous proposal would have allowed over 500 people on the Middle and North Parcels without any transit access and with egress only on State Avenue. Ms.

Cady believes that the traffic concerns can be addressed through traffic-calming measures and additional signalization. She is concerned about 422 additional residents on the North Parcel, but thinks it could contribute to the lively environment of Campustown. Ms. Cady said that she has concerns about additional developments in West Ames as a whole. She is in favor of the bike path that parallels Lincoln Way; the current shared use path is inadequate and bicycle traffic often conflicts with vehicular traffic. Ms. Cady believes that it is critical to consider the bike path as part of the Settlement Agreement and the residential development.

Jason Paull, 3310 Tripp Street, Ames, identified himself as a resident of the College Creek/Old Middle School Neighborhood. He said that he and his wife purchased their home one and one-half years ago; it is near the North and Middle Parcels. The proposed Settlement Agreement offers things that are important to the community, i.e., affordable housing on the Middle Parcel and environmental protection on the South Parcel. According to Mr. Paull, there are over 200 homeless children in Ames. The large tract of land comprising the Middle Parcel offers the possibility of reasonably priced homes that could give children and their families a place to live and continue in the Ames School District. Additionally, being in a neighborhood that is walkable to commercial areas is good for families. Mr. Paull asked the Council to vote in favor of the proposal.

Dale VanderSchaaf, 2602 Tyler, Ames, said he was speaking as a representative of AMOS and Story County Community Housing (SCCH). Mr. VanderSchaaf advised that the SCCH Board voted in favor of the Settlement Proposal. He acknowledged that it was not an easy task to come to this point. The proposal does offer a great opportunity to offer affordable housing. Mr. Vanderschaaf noted that having property available for development of affordable housing has been an impediment. He said that he can appreciate the concerns that have been expressed. Mr. VanderSchaaf urged the City Council to support the proposal. He believes that it would be a missed opportunity if it were not approved and believes that great things can be done for the community on the Middle Parcel.

Victoria Szopinski, 3710 Ross Road, Ames, advised that she had been involved in a lot of conversations on this topic. She raised three points - predictability, tax abatement being called a settlement, and citizen involvement - that she did not believe had been adequately addressed. The Council agreed that neighborhoods deserve predictability. Ms. Szopinski noted that the City and School District had entered into an agreement in 2007 so that when school property was sold, it would be zoned low density; that gave neighborhoods predictability. According to Ms. Szopinski, the research that was done at the time of the lawsuit showed that the City's action was legal. Szopinski stated that, as a municipality, the City has an insurance policy where if it goes into a settlement situation, the insurance policy covers the costs of the lawsuit. In the event that the City were to lose, the lawsuit is still covered by the insurance policy. Ms. Szopinski does not agree with tax abatement being offered for high-density development. She sees this as setting a precedent and wants to understand that a little bit better. Pertaining to citizen participation, Ms. Szopinski noted that this issue brought together many individuals throughout the community, the detailed research done was amazing, and the numbers of citizens participating in discussions was impressive. Ms. Szopinski does not want the Settlement Proposal to be the answer as to why citizens do not get involved in the future. She said she recognizes that people are tired of this issue, but that is not the reason to settle. Ms. Szopinski asked the Council to reject the proposal. A lot of time has been spent on this issue, and she asked that the Council put more time into it.

Fred Bradner, Sunrise Neighborhood Association, Ames, noted that what happens on one side of the City affects other parts. He noted that predicability for his neighborhood has come through conversations with Hospital-Medical representatives and the City, through honest intentions of good

people sitting down and having conversation. Mr. Bradner pointed out that positive things can be achieved without dirtying up the process. This issue is indeed unique, but what happens this time will affect the whole city.

Carol Stuve, 218 Hilltop, Ames, said that one issue that had not been addressed was the quality of work by the Breckenridge Group. She referenced several incidents she found from Web sites, newspapers, and news reports that showed the quality of Breckenridge's work is bad. According to Ms. Stuve, there is actually a lawsuit against Breckenridge pending in Columbia, Missouri. Similar construction issues in other Breckenridge developments have been reported in other states. Crime is another issue in Breckenridge developments. Ms. Stuve said there is another lawsuit pending concerning the promised cap on utility costs, which did not get honored by Breckenridge. Her concern is lowered property values and even being able to sell her home in the future. Ms. Stuve believed that Breckenridge will be another case of an absentee landlord and the effects that will come from that.

Brian Torresi, DavisBrown Law Firm, Ames, representing Breckenridge, expressed his assurances that the Settlement Proposal is definitely a compromise. Mr. Torresi said that Breckenridge has a legitimate case that the Ames City Council acted unconstitutionally. He pointed out that Breckenridge had asked for 900 -1000 beds on three parcels. On the North Parcel, there will be 350 beds. Breckenridge will own three parcels that are already zoned RH. Regardless of what happens with the Settlement Agreement, Breckenridge will be allowed to build at least 422 beds. According to Mr. Torresi, Breckenridge does not build commercial space, but it recognized its value to the community, and it agreed to build the commercial space. In reference to the ten years of a declining tax abatement, Mr. Torresi pointed out that the property in question has been tax-exempt for years, so the amount of taxes that will be paid will be a lot more than what it is getting now, which is nothing. He noted that \$550,000 for the Middle Parcel is not even close to its value. It was pointed out that it cost Breckenridge \$700,000 to tear the old Middle School down. Mr. Torresi said that there has been three years of public participation in the entire process. He sees the Settlement Agreement as truly a compromise; there is nothing more for Breckenridge to give. According to Mr. Torresi, Breckenridge has acted in good faith. It wants to be a good community member. He urged that the public read the Settlement Agreement, as a lot of the speakers' concerns are addressed in that document.

Charlie Vatterott, Aspen Heights, 1301 South Capital Texas Highway, Austin, Texas, stated that there has been an abundance of public input. This has been a very collaborative effort towards a solution that works for everyone involved. Mr. Vatterott recognized Sarah Cady for her detailed research on the proposed development. Pertaining to the concerns about overall density, he said that Breckenridge currently could build on all three parcels, spread out the development, and lower the density. According to Mr. Vatterott, Breckenridge is trying to work with the community. One of the issues was that the community wanted this to be low-density to bring more students into the School District; it is getting that. The community wanted the South Parcel to go to Iowa State University, and that is going to happen. Mr. Vatterott said that it has been tough for Breckenridge, and it cannot give any more. Much of the South Parcel is going to be buffered. He is confident, and he hopes that the City is confident that it has come to the point that it can make this work.

Lauren Faeth, 321 Hilltop, Ames, said he and his family purchased a home in the then-nice-quiet neighborhood that was close to the Ames Middle School. Since then, Tripp Street has been opened up, the Middle School has been torn down, and they are now faced with student rental housing that will be built next to them. Mr. Faeth referenced comments made by developer Dickson Jensen at a previous Council meeting as to why this development should not move forward, and he urged the City

Council to read those comments. In Mr. Faeth's opinion, Breckenridge should not be trusted; it will try to twist the language to be in its favor. He does not believe that Breckenridge is operating in good faith. Mr. Faeth sees any tax abatement for Breckenridge amounting to taking money from citizens "at gunpoint" to support an out-of-state corporation; that is not a good path to go down. Mr. Faeth stated that he was told by one of the Council candidates running for office during the last election that it was the "City's responsibility to ensure that Breckenridge makes a profit." He does believe that the City wants citizen participation, but rather wants its residents to go away so they can take care of their special interest groups. Others in the City have struggled and the City never offered a tax abatement. Mr. Faeth urged the City Council to "have a spine" and vote no for the proposed settlement.

Planning and Housing Director Diekmann pointed out that the site plan will address both the apartment and mixed-use components. The site plan process does not contain any waivers for procedures. It will include landscape separations, placement of buildings, access points to the site, all utilities available to the site, parking requirements.

Council Member Goodman noted that this was the first time that Council had taken public input on the Settlement Agreement. He felt that he had heard issues and concerns at this meeting that had not been brought out in the past. Mr. Goodman asked legal counsel if specific questions about the Settlement Agreement should be raised in Closed Session. City Attorney Parks said that if Mr. Goodman's questions concerned strategy in the litigation process, they should be asked in a Closed Session. If his questions involve site plan issues, those could be asked now publicly.

Council Member Orazem acknowledged that the University had come up with a very generous offer for the South Parcel. With the University coming up with an offer for the South Parcel, the City began to think of ways to take the Middle Parcel out of the mix. It came up with the possibility of using CDBG funds and making the land available for affordable housing. The tax abatement was a matter of taking what the City had offered to other developers in the Campustown area and extending that offer to the North Parcel as a way to lessen the number of beds and get some commercial use. The abatement was there specifically because it needed to be made feasible for Breckenridge to consider parting with roughly 11 acres. The City does not have another tract of 11 acres available for affordable housing. Mr. Orazem also noted that the offering of tax abatement to developers in similar situations is not new. Planning and Housing Director Diekmann explained that Council will have discussions about what the qualifying criteria are for tax abatement.

Council Member Goodman commented that he was in support of the compromise in general; however, he did not plan for the issues that had come from the public at this meeting. He suggested that the Council have one more Closed Session to discuss the City's strategy.

Council Member Gartin said he would like to ask legal counsel a few more questions to see if some of the issues could be allayed. Specifically, he brought up the issue of more noise complaints and how it could relieve the police of additional work. City Attorney Parks stated that it did come up at an earlier meeting, and Chief Cychosz said that the police find it easier to contain those types of issues when they are in apartment complexes. They would rather see developments built in conventional apartment housing style rather than spread out over single-family housing.

Addressing the issue of bike paths raised by Council Member Gartin, Director Diekmann said that the ideas about additional or different bike paths will be part of the Long-Range Transportation Plan and are being evaluated by the Ames Area Metropolitan Planning Organization. It is not a site plan issue, and it is unknown how the bike path will be incorporated in the site plan at this time.

Council Member Gartin asked Mr. Diekmann to address the issue of density, specifically comparing the proposed Breckenridge development to other recent developments. Director Diekmann stated that the recent development west of HyVee is more dense; it has 260 beds on four acres. Another development on South Fourth Street will have 518 beds on eight acres; thus, making it more dense. Copper Beech is a different style, i.e., townhomes; it is less dense.

Mayor Campbell pointed out that it is possible that the North Parcel will not be able to contain 422 beds. Director Diekmann concurred, stating that the developer is responsible for meet the City's development standards; it might not be possible to reach 422 beds.

Council Member Betcher cited her concerns about empty commercial space. She wanted to know if the criteria for Urban Revitalization require filled commercial space before tax abatement is granted and if the tax abatement criteria state that the commercial space must be occupied.

Council Member Goodman raised again his concern as to whether some of his questions should be discussed in Closed Session.

Mayor Campbell suggested that the Council take a recess to allow Council Member Goodman to confer with legal counsel on his questions.

The meeting recessed at 8:12 p.m. and reconvened at 8:30 p.m.

Moved by Goodman, seconded by Nelson, to table this issue
Vote on motion: 3-3. Voting aye: Betcher, Goodman, Nelson. Voting nay: Corrieri, Gartin, Orazem.
The Mayor voted nay to break the tie. Motion failed.

Moved by Orazem, seconded by Gartin, to adopt RESOLUTION NO. 15-475 approving the Settlement Proposal between the City of Ames and Breckenridge Group Concerning Land Located at 321 and 601 South State Avenue and 205 South Wilmoth.

Council Member Gartin asked about Iowa State's role in purchasing the South Parcel and how it affects the settlement. City Attorney Parks said the only thing is that the sale of the South Parcel to the University has to be completed by August 31, 2015. She noted that Iowa State representatives have stated that it will be completed by that time.

Council Member Goodman commented that, in general, he is a supporter of the Agreement. He noted that there are some good things that will come out of this, i.e., it allows for intensification of the Lincoln Way Corridor, it provides land for affordable housing, and the South Parcel will remain as green space. He said that he hopes to come to a better understanding of the tax abatement. Mr. Goodman pointed out that there had been almost three years' worth of conversation on this issue, and the City had come a long ways since the initial development request; i.e., Breckenridge wanted almost 1,000 beds of rental housing, it will now get up to 422 beds and perhaps not that many depending on its requirement to follow all Ames building standards.

Council Member Betcher stated her main concern with the Agreement is the extension of the tax abatement to properties that are currently not part of the North Parcel; specifically, Breckenridge does not yet own the three smaller lots, and they are not part of the North Parcel. She is not in favor of incentivizing the purchase of properties that do not need to be purchased and which will leave one

low-density parcel within a high-density parcel. She likes the idea of mixed use and that the Middle Parcel would be available for affordable housing.

Council Member Gartin referred to the great amount of collaboration that had occurred to get to this point. He particularly called out Sharon Guber for the deliberative process that she led citizens through. Mr. Gartin also publicly thanked Iowa State University for coming to the City's aid. Because of the University, the South Parcel will be a beautiful piece of ground into perpetuity. He also thanked the developer's attorney and believed that he did act in good faith on behalf of his client. Mr. Gartin believes the Settlement Agreement is a compromise.

Council Member Corrieri commented that the Settlement Agreement did not represent a perfect deal where everyone would get what they want. She assured everyone that the concerns of the neighborhood and the goals of the City were always at the forefront of Council's discussions in Open and Closed Sessions.

Council Member Nelson shared his opinion that the Settlement Agreement meets a lot of the goals of the Council: the South Parcel being retained as green space and buffering the University's agricultural operations, the Middle Parcel offering affordable housing, and a lowered number of beds on the North Parcel.

Roll Call Vote: 4-2. Voting aye: Corrieri, Gartin, Nelson, Orazem. Voting nay: Betcher, Goodman. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

UPDATE ON INDOOR AQUATICS CENTER: City Attorney Steve Schainker provided an update on the conversations regarding replacing the Municipal Pool with an Indoor Aquatics Center. It has included discussions with the Ames Community School District as to whether to build one facility to meet the needs of the School District and community or to build two separate facilities, one to meet School District needs and one to meet the recreational needs in the community. Mr. Schainker summarized the three public input sessions that had been held. At the end of each session, attendees were asked to complete a short questionnaire. He brought the Council's attention to the results of those questionnaires. Also pointed out were the results of the 2014 Citizen Satisfaction Survey.

As the next step, City Manager Schainker stated that it is important for the City and School District to determine if it is in the best interest for all parties to construct a combined or separate facilities. The School District has been working with an architect to develop information regarding its two pool options. The City believes it is now time to contract with a consultant to obtain data regarding capital costs, operating expenses, and revenue projections for various alternatives that serve Ames citizens' recreational needs. According to Mr. Schainker, City staff intends to contract with Water's Edge Aquatic Design, which was the consultant on the Furman Aquatic Center. Funding in the amount of \$9,500 study will come from Municipal Pool CIP funds, which currently has a balance of approximately \$130,000.

Council Member Orazem asked if Iowa State University had been asked to partner in an agreement for an indoor aquatics center. City Manager Schainker said that might be an option for the School District to use Iowa State's facilities.

ANNEXATION OF 5500-240TH STREET: City Planner Charlie Kuester stated that the City has had a growth strategy that for years had prioritized the Southwest as a desirable area for growth. That

later changed, in 2011, from a Priority Growth Area to an Allowable Growth Area. Amendments to the Land Use Policy Plan (LUPP) in 2011 further differentiated Southwest I as an Incentivized Growth Area, for which the Capital Investment Strategy of the LUPP identified ways in which the City may contribute to the costs of development.

Mr. Kuester advised that the City had received an Annexation Petition filed on behalf of the Douglass Rex McCay Trust and the Wanda Chaffin McCay Trust. The acres included in the Petition total 258, which are located in the Southwest Allowable Growth Area. The McCay property equates to 251.28 acres on the south side of U. S. 30 west of South Dakota Avenue. Because the McCay property surrounds two other properties, an additional 6.72 acres would need to be annexed in order to avoid creating an island. John Moore owns one of those properties and Katherine Frame owns the other. The McCays want to sell their home (located on the south side of 240th Street). A prospective buyer wishes to purchase a portion of the McCay property with the existing house, but not the entire developable area of the parcel. In order for that to occur, Mr. McCay would have to prepare a subdivision plat for approval by the City. It was explained how this approach differs from most annexation requests that have been filed in recent years. Although no development is currently proposed, City staff stated that the costs associated with any necessary rural water territory transfers would be borne by the property owner. Staff also believes that a waiver of the right to withdraw would be needed for the annexation to secure the City's investment in time to proceed with the process, and Mr. McCay has indicated his willingness to sign such agreements.

After being questioned by Council Member Gartin, Planning and Housing Director Diekmann stated that, although the properties are located in the Southwest Allowable Growth Area that had once been identified as a Priority Growth Area, the area currently is not served by City infrastructure and significant sewer line extensions are needed into the Area. The water service would need to be extended south under Highway 30 to serve the site in the future. Part of the Area is within the Xenia service territory and part is within the City's. The City believes the service provider is unclear; the City believes that the McCay land is in the City's service territory, but Xenia disagrees. The City has water available on the north side of U. S. 30 at several locates that would need to be extended south under Highway 30 to serve the site in the future.

Council Member Goodman recalled the past issue concerning the sewer line being installed along Worle Creek. He noted that, in response to concerns expressed by property owners along Worle Creek regarding potential environmental impacts of a sewer line within the Creek area, the Council approved a concept for two sanitary sewer lines to be constructed connecting to the southeast near Dartmoor Lane. In hindsight, he wished he would not have supported that concept. He urged the other Council members to learn more about what was done in the past.

According to Director Diekmann, typically, when an annexation request is submitted, especially one this size, the Council has directed City staff to meet with other property owners to gauge their interest in joining the annexation. Since this area has had a longstanding interest by the City for annexation for residential development, maximizing the opportunity would be prudent at this time. Mr. Diekmann believes that the outreach to others in the area could occur in the next six weeks.

Moved by Nelson, seconded by Corrieri, to accept the Petition for Annexation from Doug and Wanda McCay and direct staff to seek other owners in the Southwest Allowable Growth Area who may wish to seek annexation.

Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Goodman, seconded by Corrieri, to request staff to make available to Council the history of the sewer extensions and budget along Worle Creek.

Vote on Motion: 6-0. Motion declared carried unanimously.

DEVELOPER'S AGREEMENT FOR DAYTON PARK LLC IN TIF DISTRICT ON SOUTH BELL AVENUE: The City and Dayton Park, LLC, entered into a Development Agreement on February 4, 2009, in order to establish an Urban Renewal Area and Tax Increment Finance District (TIF) for the construction of the Ames Community Development Park, 4th Addition. This development created 14 lots for industrial development and completed the connection of S. Bell Avenue between E. Lincoln Way and SE 16th Street.

Mr. Diekmann outlined the requirements of the developer that were set out in the Development Agreement. He recalled that one of the requirements, i.e., to build a second speculative building within 12 months of the occupancy of the first speculative building, was not met. Council approved an amendment to the Agreement on July 22, 2014, to account for the late completion of the second building and to require construction of the next required building by December 31, 2014, as a consideration for accepting the late completion of the second speculative building. The developer completed the second speculative building last summer and submitted plans for construction of the third building; however, did not start or complete construction prior to December 31, 2014. The developer recognizes that he is currently not in compliance with the Development Agreement and has proposed an amendment to Agreement to change the term for construction of the third speculative building. The developer has now offered a financial consideration to address the noncompliance as he works towards construction of the required third speculative building. The offer is that the developer (1) will make a payment in lieu of taxes this year of \$11,340, based upon the minimum building valuation of \$350,000, (2) will create a minimum assessment agreement of \$350,000 retroactive to January 1, 2015, for property tax payment in September 2016, and (3) will complete construction of the third speculative building by December 31, 2015.

It was noted that if the Amendment to the Agreement is accepted by the City Council, each subsequent speculative building will continue on the original Development Agreement schedule of requiring an additional speculative building 12 months after the prior building is no longer considered speculative. There are four lots remaining after construction of the third speculative building to be completed as potential speculative building sites.

Options available to the City Council were defined by Director Diekmann.

Council Member Goodman asked to know the value of the building that the developer has to have completed by December 31, 2015. Director Diekmann stated that it was probably in the \$1,000,000 range.

Council Member Goodman said it was his opinion that the developer is waiting on its investment until they have someone to buy the building; thus, he feels that the City is shouldering the burden. Council Member Betcher stated her agreement with Mr. Goodman's statement. She thought the City's goal was to have an empty building waiting for when someone needs the space. This seems to be a conflict between the City's definition of a spec building and what the developer is doing.

Chuck Winkleblack, Hunziker and Associates, 105 S. 16th Street, Ames, explained that two parcels were combined and he had been working with staff to build on Lot 1. Then the whole thing fell apart.

As soon as he found out that the proposed tenant was not coming, he started working with staff to reconfigure the shell of the building since he does not know what will want to go in there. Mr. Winkleblack said it is not his intent to have a contract signed before the building is built; there is a definite need for buildings to be ready when the need arises.

Council Member Gartin said this was a difficult issue for him. He is sympathetic to the situation as described by Hunziker & Associates, but he is wanting to uphold the City's agreement.

Moved by Goodman, seconded by Corrieri, to accept the developer's offer of \$11,340 as a payment of taxes in lieu of tax, to create a minimum assessment district, and to complete the third building by December 31, 2015, and direct staff to prepare an amendment to the Development Agreement to be signed by the developer.

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

STAFF REPORT ON DEER MANAGEMENT: Chief Chuck Cychosz commented that an aerial count of deer is generally conducted by the Department of Natural Resources under a cost-sharing arrangement with the City. This was the first year that there had not been an aerial survey. Appropriate aircraft was not available on days with weather suitable for the count. Densities exceeding 30 deer/square mile are generally thought to be the most likely to have human/deer conflict at a level where intervention is warranted. According to Chief Cychosz, there has been a shift in recent years where the higher concentrations of deer are now in West Ames.

According to Chief Cychosz, last year, hunting was allowed on private property if there were three or more acres available and hunting was supported by adjacent property owners. Because of the broad array of views in the community, the special Urban Deer Task Force had proposed that two classes of private property hunts be created: [1] hunts on wooded or agricultural tracts (reviewed by the Police Department and approved if the property meets the program criteria, and [2] residential locations reviewed by the Police Department and publicized in a manner that would seek additional input from other residents in the neighborhood. Chief Cychosz advised that there were a couple of private wooded/agricultural tracts approved for hunting, but there were no residential properties approved for hunting last year. During 2014, there were 34 tags purchased. The Urban Deer Task Force did not meet this year since there was no aerial deer count to consider. Information regarding collisions and hunter activity was shared by e-mail and Task Force participants were invited to vote on five items continuing the status quo. The Council was told by Chief Cychosz that comments from the Task Force members continue to illustrate the broad range of public attitudes toward deer and deer hunting. The recommendations and votes of the Task Force members were shared by Chief Cychosz. A majority of the Task Force members supported the continuation of hunting in designated City locations.

Chief Cychosz shared the staff's recommendations for locations, dates, and times for deer hunting in the non-park/public areas, park land areas, and private property areas. He also stated that the Iowa Department of Natural Resources (Iowa DNR), Special Urban Deer Task Force, Parks and Recreation Commission, staff members within parks and Recreation, the Police Department, and Animal Control support the continuation of the Urban Deer Management Ordinance and rules.

At the inquiry of Council Member Orazem, Chief Cychosz stated that 48 deer were killed in collisions with automobiles. There were 12 harvested through the Deer Management Program.

Moved by Goodman, seconded by Corrieri, to approve bow hunting within the Non-Park/Public Areas, Parkland Areas, and Private Property Areas as recommended by staff.

Vote on Motion: 6-0. Motion declared carried unanimously.

FAA GRANT FOR AIRPORT TERMINAL BUILDING PROJECT SITE WORK: Traffic Engineer Damion Pregitzer gave a brief overview of this issue. On June 23, 2015, the City received bids for the site work portion of the project. The low bidder came in with a bid of \$772,299.10, and staff used that bid to file the required grant application paperwork with the Federal Aviation Administration (FAA) for the City's \$450,000 in federal entitlement funds. The FAA Central Region staff in Kansas City reviewed the application, provided concurrence of the receipt of bids, and approved the entitlement funds for this fiscal year. The site work bid came in \$202,000 over the latest project estimate. In addition, the most recent estimate for the Terminal construction project reflects a need for \$547,500 more than anticipated. As a result, the City and Iowa State University have agreed to each contribute an additional \$250,000 along with a commitment to reduce the size of the Terminal to yield the remaining \$250,000 of needed savings to finance the site work and Terminal construction. Mr. Pregitzer reminded the Council that this information initially came before the City Council on July 14, 2015. At that meeting, the Council had directed that the City and Iowa State University share in funding the additional \$749,500 and that staff look for ways to possibly reduce the size of the Terminal Building. According to Mr. Pregitzer, the City has until August 16, 2015, to decide on awarding the bid to the low bidder for the site work project; however, approval of the Grant and submittal to the FAA is required by July 31, 2015, in order to receive the federal funds in this fiscal year. Approving the Grant at this time will ensure that federal funds will be available for the site work should Council later choose to award this bid. The approval will also facilitate the private sector beginning hangar construction this year. Rejecting the grant will result in the funds not being available until next fiscal year and would result in a delay in the completion of the site work along with the corresponding construction of the hangar by the private sector by approximately one year.

City Manager Schainker emphasized that should the City use the federal grant funds, the FAA would then expect continued progress towards design and construction of a new terminal building where the site work was performed. The building would need to at least provide space for minimum services including FBO office space, a lobby area, and a line crew facility.

Moved by Nelson, seconded by Orazem, to approve the FAA grant for Phase 1 (site work only) of the airport Terminal Building project.

Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING FOR 2014/15 DOWNTOWN STREET PAVEMENT IMPROVEMENTS: Mayor Campbell opened the public hearing. There was no one wishing to speak, and the Mayor closed the hearing.

Moved by Goodman, seconded by Nelson, to adopt RESOLUTION NO. 15-477 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$1,206,258.00.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING FOR 2014/15 SANITARY SEWER REHABILITATION (MANHOLE

REHABILITATION - BASINS 1 & 5): The public hearing was opened by the Mayor. She closed same after no one came forward to speak.

Moved by Nelson, seconded by Gartin, to adopt RESOLUTION NO. 15-478 approving final plans and specifications and awarding a contract to Save Our Sewers, Inc., of Cedar Rapids, Iowa, in the amount of \$1,622,502.06.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING FOR CONTROL ROOM INSTALLATION GENERAL WORK CONTRACT FOR POWER PLANT: The Mayor opened the Public Hearing. No one asked to speak, and the hearing was closed.

Electric Services Director Kom told the Council that no bids were received. Contact has been made with 11 different vendors in an attempt to find out why none of them bid the project.

Moved by Goodman, seconded by Nelson, to accept the report of no bids and direct staff to re-bid at a later date.

Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING FOR MECHANICAL INSTALLATION GENERAL WORK CONTRACT FOR POWER PLANT: The Public Hearing was opened by Mayor Campbell. The hearing was closed after no one requested to speak.

Moved by Corrieri, seconded by Nelson, to accept the report of bids and delay award of the contract. Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING ON REZONING PROPERTIES AT 519, 525, AND 601 - 6TH STREET: Mayor Campbell opened the public hearing. No one asked to speak, and the hearing was closed.

Moved by Corrieri, seconded by Goodman, to pass on first reading an ordinance rezoning properties at 519, 525, and 601-6th Street from Residential Medium Density (RM) with Single-Family Conservation Overlay District (O-SFC) to Residential Medium Density (RM).

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

HEARING ON REZONING WITH MASTER PLAN OF PROPERTY AT 5400 GRANT AVENUE: Justin Dodge, Hunziker & Associates, 105 S. 16th Street, Ames, expressed excitement about this project. He said that this property overlooks Ada Hayden, and there has been tremendous interest expressed. His one concern is that one developer would be responsible for the left-turn lane. All its competitors who have developed property or will develop property in the area would not be required to contribute toward that improvement.

Moved by Corrieri, seconded by Nelson, to pass on first reading an ordinance rezoning property at 5400 Grant Avenue from Agricultural (A) to Suburban Residential Low Density (FS-RL) contingent upon a signed Rezoning Agreement prior to the third reading of the Ordinance.

Roll Call Vote: 5-1. Voting aye: Betcher, Corrieri, Gartin, Nelson, Orazem. Voting nay: Goodman Motion declared carried.

It was noted by City Manager Schainker that development of the site will require approval of a Conservation Subdivision subsequent to approval of the rezoning request.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 15-479 to require a signed Rezoning Agreement with conditions of:

1. Developer is responsible for frontage and intersection access improvements at time of subdivision
2. A single pedestrian access be provided from Hayden's Crossing into Ada Hayden Heritage Park at the location shown on the Master Plan
3. A minimum of a 30-foot wide buffer of undevelopable open space be established between Hayden's Crossing and the City-owned park land to the east and south.

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

ORDINANCE MAKING A ZONING TEXT AMENDMENT TO CHAPTER 29 TO CREATE THE RESEARCH PARK AND INNOVATION ZONING DISTRICT: Moved by Nelson, seconded by Gartin, to pass on second reading an ordinance making a Zoning Text Amendment to Chapter 29 to create the Research Park and Innovation Zoning District.

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

ORDINANCE REVISING CHAPTER 5 PERTAINING TO INFRASTRUCTURE IMPROVEMENTS: Moved by Goodman, seconded by Corrieri, to pass on second reading an ordinance revising Chapter 5 pertaining to infrastructure improvements.

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

ORDINANCE REVISING CHAPTER 22 PERTIANING TO INFRASTRUCTURE IMPROVEMENTS: Moved by Goodman, seconded by Corrieri, to pass on second reading an ordinance revising Chapter 22 pertaining to infrastructure improvements.

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

COUNCIL COMMENTS: Moved by Corrieri, seconded by Gartin, to refer to staff the letter from Chuck Winkleblack asking that staff be directed to initiate a Minor Amendment to the Land Use Policy Plan for a piece of land on the southern edge to town (formerly known as the Reyes property).

Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Orazem, seconded by Gartin, to ask the Mayor to write a letter of support at the request of David Fisher supporting that the FAA raise the fee that they charge for every ticket from \$4.50 to \$8.50 with the funds being used to help the Des Moines Airport.

Mayor Campbell indicated that she would share the letter with the City Council. It was noted that there are no City funds being requested.

Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Goodman, seconded by Corrieri, to refer to staff the requests of Asa Wentzel-Fisher and Linda Jansen to name the Skate Park in memory of Georgia Tsushima, an Ames High School alumnus and skateboarder.

It was noted that Ms. Jansen also requested that helmets be made mandatory at the Skate Park.

Vote on Motion: 6-0. Motion declared carried unanimously.

Ex officio Council Member Schulte commented that, in light of the comments made about students during the Breckenridge discussion, he looks forward to fostering relationships between students and the developers.

ADJOURNMENT: Moved by Goodman, seconded by Corrieri, to adjourn the meeting at 9:44 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	July 2015	
For City Council Date:	August 11, 2015	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	Hauling & Related Services	2	\$213,750.00	Waste Management of Ames	\$15,000.00	\$26,045.36	B. Kindred	MA
Electric Services	Unit #7 Feedwater Heater Replacement	2	\$283,705.00	American Exchanger Services, Inc	\$12,400.00	\$(-3,500.00)	D. Kom	CB
Public Works	ISU Research Park Phase III: Water Main & Sanitary Sewer	1	\$798,589.00	J & K Contracting	\$0.00	\$5,225.00	T. Warner	MA
Public Works	Professional Services for 2014/2015 Concrete Pavement Improvements Hayward Avenue (Lincoln Way to Hunt Street)	2	\$74,200.00	WHKS & CO	\$0.00	\$635.10	R. Koester	MA
Public Works	Waste Disposal	2	\$682,500.00	Boone County Landfill	\$211,102.00	\$6,774.00	B. Schmitt	MA

*Caring People
Quality Programs
Exceptional Service*

5a-g

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Jeff Brinkley – Ames Police Department

DATE: July 12, 2015

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
August 11, 2015

The Council agenda for August 11, 2015, includes beer permits and liquor license renewals for:

- Class C Liquor – Olde Main Brewing Company, 316 Main Street
- Class C Liquor & B Native Wine - Mucky Duck Pub, 3100 S Duff Avenue
- Class C Liquor – Es Tas Stanton, 216 Stanton Avenue
- Class C Liquor – El Azteca, 1520 S Dayton Avenue
- Class B Beer – Flame-N-Skewer, 2801 Grand Avenue
- Class C Beer & B Wine – HyVee Gas #5013, 4018 Lincoln Way
- Class C Liquor – Deano’s, 119 Main Street

A routine check of police records for the past twelve months found no violations for Olde Main, Mucky Duck Pub, El Azteca, Flame-N-Skewer, or HyVee Gas. The police department would recommend renewal of these licenses.

Es Tas was cited for a fire code violation once for overcrowding (overoccupancy) and two minors were cited for being on premises underage, one with a fake ID.

Deano’s was cited once during a police compliance check with serving alcohol to an intoxicated person.

The Police Department is continuing to monitor compliance by Es Tas and Deano’s and we recommend renewal of these licenses at this time.

Applicant License Application ()

Name of Applicant: <u>Ames Chamber of commerce</u>		
Name of Business (DBA): <u>Main Street Cultural District</u>		
Address of Premises: <u>400 Blk of Douglas</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 233-3472</u>		
Mailing <u>304 Main Street</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Cindy Hicks</u>
Phone: <u>(515) 233-3472</u> Email <u>director@amesdowntown.org</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:5 days

Effective Date: 08/13/2015

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Municipality</u>
Corporate ID Number: Federal Employer ID <u>42-0623975</u>

Ownership

Cynthia Hicks

First Name: Cynthia

Last Name: Hicks

City: Ames

State: Iowa

Zip: 50010

Position: Executive Director

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>By His Grace, LLC</u>		
Name of Business (DBA): <u>Tasteful Catering/Dinners</u>		
Address of Premises: <u>121 SE Shurfine Dr Ste 6</u>		
City <u>Ankeny</u>	County: <u>Polk</u>	Zip: <u>50021</u>
Business <u>(515) 965-3324</u>		
Mailing <u>121 SE Shurfine Dr Ste 6</u>		
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name <u>Richard "Ric" Kerr</u>	
Phone: <u>(515) 965-3324</u>	Email <u>ric.kerr@tastefuldinners.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:5 days

Effective Date: 08/15/2015

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>26-3371010</u>	Federal Employer ID <u>26-3371010</u>

Ownership

Richard Kerr

First Name: Richard **Last Name:** Kerr
City: Ankeny **State:** Iowa **Zip:** 50023
Position: Owner/Operator
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Christiani's Events LLC</u>		
Name of Business (DBA): <u>Christiani's Events</u>		
Address of Premises: <u>2516 Mortensen Rd</u>		
City <u>Amber</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(515) 287-3169</u>		
Mailing <u>1150 E. Diehl</u>		
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50315</u>

Contact Person

Name <u>Peter</u>
Phone: <u>(515) 287-3169</u> Email

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 09/03/2015

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>0</u> Federal Employer ID <u>202195774</u>

Ownership

Carol Christiani

First Name: Carol

Last Name: Christiani

City: Des Moines

State: Iowa

Zip: 50321

Position: member

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>09/03/2015</u>	Policy Expiration <u>09/08/2015</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>LJPS Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>1407 University Blvd</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(515) 232-0553</u>		
Mailing <u>PO Box 1928</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Matt Sinnwell</u>	
Phone: <u>(505) 400-5981</u>	Email <u>mattombc@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 08/20/2015

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>286196</u>	Federal Employer ID <u>77-0613629</u>

Ownership
Scott Griffen

First Name: Scott **Last Name:** Griffen
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Daniel Griffen

First Name: Daniel **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 50010
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Susan Griffen

First Name: Susan **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>LJPS Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>1407 University Blvd</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business	<u>(515) 232-0553</u>	
Mailing	<u>PO Box 1928</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name Matt Sinnwell
Phone: (505) 400-5981 Email mattombc@gmail.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 08/25/2015

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>286196</u> Federal Employer ID <u>77-0613629</u>

Ownership

Scott Griffen

First Name: Scott **Last Name:** Griffen
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Daniel Griffen

First Name: Daniel **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Susan Griffen

First Name: Susan **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>Founders Insurance Company</u>
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

To: Mayor and City Council

From: Roger Wisecup, CPA
City Treasurer

Date: July 7, 2015

Subject: Investment Report for Fiscal Year Ending June 30, 2015

Introduction

The purpose of this memorandum is to present a report summarizing the performance of the City of Ames investment portfolio for the fiscal year ending June 30, 2015.

Discussion

This report covers the period ending June 30, 2015, and presents a summary of the investments on hand at the end of June 2015. The investments are valued at amortized cost; this reflects the same basis that the assets are carried on the financial records of the City. All investments are in compliance with the current Investment Policy.

Comments

The Federal Reserve has continued to maintain its target rate for federal funds at zero to 0.25 percent. While the yield curve has a normal shape, rates are at historic lows. This means that future investments will continue to be made at low interest rates and future interest income will remain reduced. The current outlook has the Federal Reserve maintaining the target rate to the end of 2015, and possibly raising rates by 0.25 percent by year end. Therefore, we will evaluate our current investment strategy, adjusting some investment maturities should the Federal Reserve raise the target rate.

A brief comparison of fiscal year 2014 to fiscal year 2015 follows:

	<u>FY14</u>	<u>FY15</u>	<u>Increase</u>
Interest Income	\$758,154	\$815,556	\$57,402
Portfolio Effective Rate of Return	0.61%	0.75%	0.14%

CITY OF AMES, IOWA

CASH AND INVESTMENTS SUMMARY
AND SUMMARY OF INVESTMENT EARNINGS

FOR THE FISCAL YEAR ENDED JUNE 30, 2015
AND THE ACCUMULATED YEAR-TO-DATE

DESCRIPTION	BOOK VALUE	MARKET VALUE	UN-REALIZED GAIN/(LOSS)
CERTIFICATES OF DEPOSIT			0
FEDERAL AGENCY DISCOUNTS	5,833,160	5,914,980	81,820
FEDERAL AGENCY SECURITIES	80,694,632	80,642,560	(52,072)
INVESTMENT POOLS			0
COMMERCIAL PAPER	1,497,244	1,497,030	(214)
PASS THRU SECURITIES PAC/CMO			0
MONEY FUND SAVINGS ACCOUNTS	17,398,969	17,398,969	0
CORPORATE BONDS			0
US TREASURY SECURITIES	7,932,491	7,973,300	40,809
INVESTMENTS	<u>113,356,496</u>	<u>113,426,839</u>	<u>70,343</u>
CASH ACCOUNTS	<u>17,077,277</u>	<u>17,077,277</u>	
TOTAL FUNDS AVAILABLE	<u>130,433,774</u>	<u>130,504,117</u>	<u>70,343</u>

ACCRUAL BASIS INVESTMENT EARNINGS

YR-TO-DATE

GROSS EARNINGS ON INVESTMENTS:

780,050

INTEREST EARNED ON CASH:

35,506

TOTAL INTEREST EARNED:

815,556



**Investments FY 2014-2015
Portfolio Management
Portfolio Summary
June 30, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market	9,355,200.51	9,355,200.51	9,355,200.51	8.25	1	1	0.405	0.410
Passbook/Checking Accounts	8,043,768.55	8,043,768.55	8,043,768.55	7.10	1	1	0.247	0.250
Commercial Paper Disc. -Amortizing	1,500,000.00	1,497,030.00	1,497,243.59	1.32	202	189	0.357	0.361
Federal Agency Coupon Securities	80,556,666.67	80,642,560.34	80,694,632.16	71.19	1,236	730	0.846	0.858
Federal Agency Disc. -Amortizing	6,000,000.00	5,914,980.00	5,833,160.00	5.15	1,288	701	0.805	0.816
Treasury Coupon Securities	8,000,000.00	7,973,300.00	7,932,491.37	7.00	1,484	1,065	1.196	1.213
Investments	113,455,635.73	113,426,839.40	113,356,496.18	100.00%	1,053	633	0.783	0.794

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	69,933.71	780,049.66	780,049.66
Average Daily Balance	113,653,180.67		
Effective Rate of Return	0.75%		

I certify that these reports are in conformance with the Iowa Public Investment Act.

Roger J. Wisecup II, CPA 7-7-15
 Roger J. Wisecup II, City Treasurer

**US TREASURY CONSTANT MATURITY RATES
PERIOD ENDING JUNE 30, 2015
3 YEAR COMPARISON**

	June 30, 2015	June 30, 2014	June 30, 2013
3 Months	0.01%	0.03%	0.04%
6 Months	0.11%	0.06%	0.10%
1 Year	0.28%	0.11%	0.15%
2 Years	0.64%	0.46%	0.36%
3 Years	1.01%	0.90%	0.66%
5 Years	1.63%	1.64%	1.41%

Reporting period 06/01/2015-06/30/2015

Run Date: 07/07/2015 - 11:01

Portfolio 2015
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

Investments FY 2014-2015
Portfolio Management
Portfolio Details - Investments
June 30, 2015

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Money Market												
SYS4531558874A	4531558874A	Great Western Bank			4,125,572.83	4,125,572.83	4,125,572.83	0.550	0.542	0.550	1	
SYS4531558874B	4531558874B	Great Western Bank			5,229,627.68	5,229,627.68	5,229,627.68	0.300	0.296	0.300	1	
Subtotal and Average			9,355,051.89		9,355,200.51	9,355,200.51	9,355,200.51		0.405	0.410	1	
Passbook/Checking Accounts												
SYS6952311634A	6952311634A	Wells Fargo			4,022,067.92	4,022,067.92	4,022,067.92	0.250	0.247	0.250	1	
SYS6952311634B	6952311634B	Wells Fargo			4,021,700.63	4,021,700.63	4,021,700.63	0.250	0.247	0.250	1	
Subtotal and Average			8,043,700.24		8,043,768.55	8,043,768.55	8,043,768.55		0.247	0.250	1	
Commercial Paper Disc. -Amortizing												
55607KA63	0689-15	Macquarie Bank Limited		06/18/2015	1,500,000.00	1,497,030.00	1,497,243.59	0.350	0.357	0.361	189	01/06/2016
Subtotal and Average			2,048,677.70		1,500,000.00	1,497,030.00	1,497,243.59		0.357	0.361	189	
Federal Agency Coupon Securities												
3133EAZK7	0600-12	Federal Farm Credit		07/25/2012	1,500,000.00	1,499,970.00	1,500,000.00	0.970	0.957	0.970	754	07/24/2017
3133EA4G0	0610-12	Federal Farm Credit		10/11/2012	1,000,000.00	998,140.00	1,000,000.00	0.700	0.690	0.700	650	04/11/2017
3133EA4H8	0614-12	Federal Farm Credit		10/19/2012	1,500,000.00	1,497,825.00	1,500,000.00	0.820	0.809	0.820	741	07/11/2017
3133EA4H8	0617-12	Federal Farm Credit		11/16/2012	890,000.00	888,709.50	890,000.00	0.820	0.809	0.820	741	07/11/2017
3133ECQT4	0636-13	Federal Farm Credit		05/30/2013	2,000,000.00	1,996,840.00	2,000,000.00	0.750	0.740	0.750	699	05/30/2017
3133EDFV9	0655-14	Federal Farm Credit		02/27/2014	1,000,000.00	999,840.00	1,000,000.00	0.240	0.237	0.240	149	11/27/2015
3133EDFV9	0658-14	Federal Farm Credit		03/05/2014	1,000,000.00	999,840.00	999,941.32	0.240	0.251	0.255	149	11/27/2015
3133ECQQ0	0672-14	Federal Farm Credit		10/21/2014	1,000,000.00	999,350.00	996,391.22	1.430	1.505	1.526	1,427	05/28/2019
3133EDY71	0678-14	Federal Farm Credit		12/17/2014	1,000,000.00	999,430.00	999,469.46	0.590	0.622	0.631	477	10/20/2016
313380Z26	0613-12A	Federal Home Loan Bank		10/24/2012	1,000,000.00	999,850.00	1,000,000.00	0.625	0.616	0.625	481	10/24/2016
313380Z26	0613-12B	Federal Home Loan Bank		10/24/2012	666,666.67	666,566.67	666,666.67	0.625	0.616	0.625	481	10/24/2016
313381AN5	0615-12	Federal Home Loan Bank		11/23/2012	1,500,000.00	1,499,115.00	1,500,000.00	0.800	0.789	0.800	692	05/23/2017
313383V81	0647-13	Federal Home Loan Bank		10/29/2013	1,000,000.00	1,000,400.00	1,000,149.64	0.375	0.276	0.280	58	08/28/2015
313383V81	0650-13	Federal Home Loan Bank		12/19/2013	1,000,000.00	1,000,400.00	1,000,156.77	0.375	0.272	0.276	58	08/28/2015
3133834R9	0665-14	Federal Home Loan Bank		07/15/2014	1,500,000.00	1,499,640.00	1,498,992.51	0.375	0.438	0.444	359	06/24/2016
3130A0GK0	0668-14	Federal Home Loan Bank		09/30/2014	2,000,000.00	2,001,520.00	2,001,090.12	0.375	0.261	0.265	182	12/30/2015
3130A5FP9	0685-15	Federal Home Loan Bank		05/26/2015	3,000,000.00	2,996,520.00	2,998,645.83	0.250	0.296	0.300	330	05/26/2016
3130A5C72	0687-15	Federal Home Loan Bank		05/27/2015	1,000,000.00	999,810.00	1,000,452.78	0.400	0.345	0.350	331	05/27/2016
3130A5FL8	0690-15	Federal Home Loan Bank		06/24/2015	1,000,000.00	999,394.17	999,907.34	0.330	0.342	0.346	352	06/17/2016
3134G3M23	0607-12	Federal Home Loan Mortgage Co.		09/28/2012	1,000,000.00	999,000.00	1,000,000.00	1.020	1.006	1.020	820	09/28/2017
3137EACT4	0612-12	Federal Home Loan Mortgage Co.		10/17/2012	4,500,000.00	4,585,635.00	4,580,244.90	2.500	0.503	0.510	331	05/27/2016
3134G33R9	0626-13	Federal Home Loan Mortgage Co.		03/20/2013	1,500,000.00	1,502,085.00	1,500,000.00	0.450	0.444	0.450	198	01/15/2016

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
3137EACT4	0664-14	Federal Home Loan Mortgage Co.		04/17/2014	3,500,000.00	3,566,605.00	3,564,266.49	2.500	0.454	0.460	331	05/27/2016
3134G5HU2	0667-14	Federal Home Loan Mortgage Co.		09/30/2014	1,500,000.00	1,499,340.00	1,498,502.78	0.750	0.806	0.818	548	12/30/2016
3137EADG1	0674-14	Federal Home Loan Mortgage Co.		10/21/2014	1,000,000.00	1,011,350.00	1,011,040.99	1.750	1.437	1.457	1,429	05/30/2019
3137EADG1	0679-15	Federal Home Loan Mortgage Co.		04/27/2015	3,000,000.00	3,034,050.00	3,056,819.14	1.750	1.235	1.252	1,429	05/30/2019
3137EACT4	0680-15	Federal Home Loan Mortgage Co.		04/30/2015	1,000,000.00	1,019,030.00	1,019,492.61	2.500	0.337	0.342	331	05/27/2016
3134G6XS7	0681-15	Federal Home Loan Mortgage Co.		05/18/2015	3,500,000.00	3,482,990.00	3,500,000.00	1.100	1.085	1.100	1,052	05/18/2018
3134G6WT6	0682-15	Federal Home Loan Mortgage Co.		05/21/2015	500,000.00	498,935.00	499,951.85	1.200	1.187	1.203	1,055	05/21/2018
3134G6WU3	0683-15	Federal Home Loan Mortgage Co.		05/21/2015	1,500,000.00	1,496,805.00	1,500,000.00	1.200	1.184	1.200	1,055	05/21/2018
3134G6C68	0684-15	Federal Home Loan Mortgage Co.		05/28/2015	3,000,000.00	2,987,250.00	3,000,000.00	1.600	1.578	1.600	1,427	05/28/2019
3134G6R88	0686-15	Federal Home Loan Mortgage Co.		05/26/2015	2,000,000.00	1,998,340.00	1,999,612.97	1.250	1.240	1.257	1,059	05/25/2018
3134G6Q22	0688-15	Federal Home Loan Mortgage Co.		06/30/2015	1,000,000.00	1,000,280.00	1,000,000.00	0.875	0.863	0.875	730	06/30/2017
3136G05X5	0616-12	Federal Nat'l Mtg. Assoc.		11/30/2012	2,000,000.00	1,996,840.00	2,000,000.00	0.750	0.740	0.750	699	05/30/2017
3136G07M7	0619-12	Federal Nat'l Mtg. Assoc.		11/27/2012	1,500,000.00	1,493,100.00	1,500,000.00	0.900	0.888	0.900	880	11/27/2017
3135G0TD5	0620-12A	Federal Nat'l Mtg. Assoc.		12/31/2012	1,500,000.00	1,496,430.00	1,500,000.00	1.000	0.986	1.000	911	12/28/2017
3135G0TD5	0620-12B	Federal Nat'l Mtg. Assoc.		12/31/2012	1,000,000.00	997,620.00	1,000,000.00	1.000	0.986	1.000	911	12/28/2017
3136G1BU2	0629-13	Federal Nat'l Mtg. Assoc.		04/05/2013	2,000,000.00	1,989,600.00	2,001,275.08	0.850	0.811	0.822	852	10/30/2017
3136G1E96	0632-13	Federal Nat'l Mtg. Assoc.		04/15/2013	3,000,000.00	2,998,950.00	3,002,830.65	0.900	0.893	0.906	695	05/26/2017
3136G1KG3	0634-13	Federal Nat'l Mtg. Assoc.		05/08/2013	3,000,000.00	2,995,650.00	3,000,000.00	0.750	0.740	0.750	677	05/08/2017
3135G0WU3	0635-13A	Federal Nat'l Mtg. Assoc.		05/15/2013	1,500,000.00	1,497,765.00	1,500,000.00	0.750	0.740	0.750	684	05/15/2017
3135G0WU3	0635-13B	Federal Nat'l Mtg. Assoc.		05/15/2013	1,000,000.00	998,510.00	1,000,000.00	0.750	0.740	0.750	684	05/15/2017
3136G0C58	0656-14	Federal Nat'l Mtg. Assoc.		03/05/2014	1,000,000.00	999,010.00	997,763.15	1.375	1.427	1.447	1,184	09/27/2018
3135G0WJ8	0663-14	Federal Nat'l Mtg. Assoc.		04/17/2014	5,000,000.00	4,972,400.00	4,922,671.84	0.875	1.559	1.581	1,055	05/21/2018
3135G0XP3	0666-14	Federal Nat'l Mtg. Assoc.		07/21/2014	1,000,000.00	999,350.00	999,193.41	0.375	0.449	0.455	370	07/05/2016
3135G0XM0	0671-14	Federal Nat'l Mtg. Assoc.		10/21/2014	2,000,000.00	1,991,240.00	1,993,351.96	1.125	1.225	1.242	1,059	05/25/2018
3135G0XM0	0676-14	Federal Nat'l Mtg. Assoc.		12/02/2014	2,000,000.00	1,991,240.00	1,995,750.68	1.125	1.184	1.200	1,059	05/25/2018
Subtotal and Average			80,441,047.43		80,556,666.67	80,642,560.34	80,694,632.16		0.846	0.858	730	
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	Federal Nat'l Mtg. Assoc.		04/10/2013	2,000,000.00	1,971,660.00	1,946,960.00	0.631	0.641	0.650	701	06/01/2017
31359MEL3	0661-14	Federal Nat'l Mtg. Assoc.		03/14/2014	4,000,000.00	3,943,320.00	3,886,200.00	0.872	0.888	0.900	701	06/01/2017
Subtotal and Average			5,833,160.00		6,000,000.00	5,914,980.00	5,833,160.00		0.805	0.816	701	
Treasury Coupon Securities												
912828SY7	0651-13	U.S. Treasury		12/23/2013	3,000,000.00	2,999,310.00	2,983,266.93	0.625	0.909	0.921	700	05/31/2017
912828VE7	0662-14	U.S. Treasury		03/21/2014	2,000,000.00	2,000,000.00	1,975,112.92	1.000	1.421	1.441	1,065	05/31/2018
912828SX9	0673-14	U.S. Treasury		10/21/2014	3,000,000.00	2,973,990.00	2,974,111.52	1.125	1.334	1.353	1,430	05/31/2019

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Subtotal and Average			7,931,543.42		8,000,000.00	7,973,300.00	7,932,491.37		1.196	1.213	1,065
Total and Average			113,653,180.67		113,455,635.73	113,426,839.40	113,356,496.18		0.783	0.794	633

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Money Market												
SYS4531558874A	4531558874A	GWB	4,125,572.83	0.550			0.542	0.550	07/01 - Monthly		4,125,572.83	4,125,572.83
SYS4531558874B	4531558874B	GWB	5,229,627.68	0.300			0.296	0.300	07/01 - Monthly		5,229,627.68	5,229,627.68
Money Market Totals			9,355,200.51				0.405	0.410		0.00	9,355,200.51	9,355,200.51
Passbook/Checking Accounts												
SYS6952311634A	6952311634A	WF	4,022,067.92	0.250			0.247	0.250	07/01 - Monthly		4,022,067.92	4,022,067.92
SYS6952311634B	6952311634B	WF	4,021,700.63	0.250			0.247	0.250	10/31 - Monthly		4,021,700.63	4,021,700.63
Passbook/Checking Accounts Totals			8,043,768.55				0.247	0.250		0.00	8,043,768.55	8,043,768.55
Commercial Paper Disc. -Amortizing												
55607KA63	0689-15	MACQBK	1,500,000.00	0.350	01/06/2016	06/18/2015	0.357	0.361	01/06 - At Maturity		1,497,054.00	1,497,243.59
Commercial Paper Disc. -Amortizing Totals			1,500,000.00				0.357	0.361		0.00	1,497,054.00	1,497,243.59
Federal Agency Coupon Securities												
3133EAZK7	0600-12	FFCB	1,500,000.00	0.970	07/24/2017	07/25/2012	0.957	0.970	01/24 - 07/24	Received	1,500,000.00	1,500,000.00
3133EA4G0	0610-12	FFCB	1,000,000.00	0.700	04/11/2017	10/11/2012	0.690	0.700	04/11 - 10/11		1,000,000.00	1,000,000.00
3133EA4H8	0614-12	FFCB	1,500,000.00	0.820	07/11/2017	10/19/2012	0.809	0.820	01/11 - 07/11	Received	1,500,000.00	1,500,000.00
3133EA4H8	0617-12	FFCB	890,000.00	0.820	07/11/2017	11/16/2012	0.809	0.820	01/11 - 07/11	Received	890,000.00	890,000.00
3133ECQT4	0636-13	FFCB	2,000,000.00	0.750	05/30/2017	05/30/2013	0.740	0.750	11/30 - 05/30		2,000,000.00	2,000,000.00
3133EDFV9	0655-14	FFCB	1,000,000.00	0.240	11/27/2015	02/27/2014	0.237	0.240	05/27 - 11/27		1,000,000.00	1,000,000.00
3133EDFV9	0658-14	FFCB	1,000,000.00	0.240	11/27/2015	03/05/2014	0.251	0.255	05/27 - 11/27	Received	999,750.00	999,941.32
3133ECQQ0	0672-14	FFCB	1,000,000.00	1.430	05/28/2019	10/21/2014	1.505	1.526	11/28 - 05/28	Received	995,750.00	996,391.22
3133EDY71	0678-14	FFCB	1,000,000.00	0.590	10/20/2016	12/17/2014	0.622	0.631	04/20 - 10/20	Received	999,250.00	999,469.46
313380Z26	0613-12A	FHLB	1,000,000.00	0.625	10/24/2016	10/24/2012	0.616	0.625	04/24 - 10/24		1,000,000.00	1,000,000.00
313380Z26	0613-12B	FHLB	666,666.67	0.625	10/24/2016	10/24/2012	0.616	0.625	04/24 - 10/24		666,666.67	666,666.67
313381AN5	0615-12	FHLB	1,500,000.00	0.800	05/23/2017	11/23/2012	0.789	0.800	05/23 - 11/23		1,500,000.00	1,500,000.00
313383V81	0647-13	FHLB	1,000,000.00	0.375	08/28/2015	10/29/2013	0.276	0.280	02/28 - 08/28	Received	1,001,730.00	1,000,149.64
313383V81	0650-13	FHLB	1,000,000.00	0.375	08/28/2015	12/19/2013	0.272	0.276	02/28 - 08/28	Received	1,001,675.00	1,000,156.77
3133834R9	0665-14	FHLB	1,500,000.00	0.375	06/24/2016	07/15/2014	0.438	0.444	12/24 - 06/24	Received	1,498,005.00	1,498,992.51
3130A0GK0	0668-14	FHLB	2,000,000.00	0.375	12/30/2015	09/30/2014	0.261	0.265	12/30 - 06/30	Received	2,002,740.52	2,001,090.12
3130A5FP9	0685-15	FHLB	3,000,000.00	0.250	05/26/2016	05/26/2015	0.296	0.300	11/26 - 05/26		2,998,500.00	2,998,645.83
3130A5C72	0687-15	FHLB	1,000,000.00	0.400	05/27/2016	05/27/2015	0.345	0.350	11/27 - 05/27		1,000,500.00	1,000,452.78
3130A5FL8	0690-15	FHLB	1,000,000.00	0.330	06/17/2016	06/24/2015	0.342	0.346	12/17 - 06/17	64.17	999,840.00	999,907.34
3134G3M23	0607-12	FHLMC	1,000,000.00	1.020	09/28/2017	09/28/2012	1.006	1.020	03/28 - 09/28		1,000,000.00	1,000,000.00
3137EACT4	0612-12	FHLMC	4,500,000.00	2.500	05/27/2016	10/17/2012	0.503	0.510	11/27 - 05/27	Received	4,819,995.00	4,580,244.90

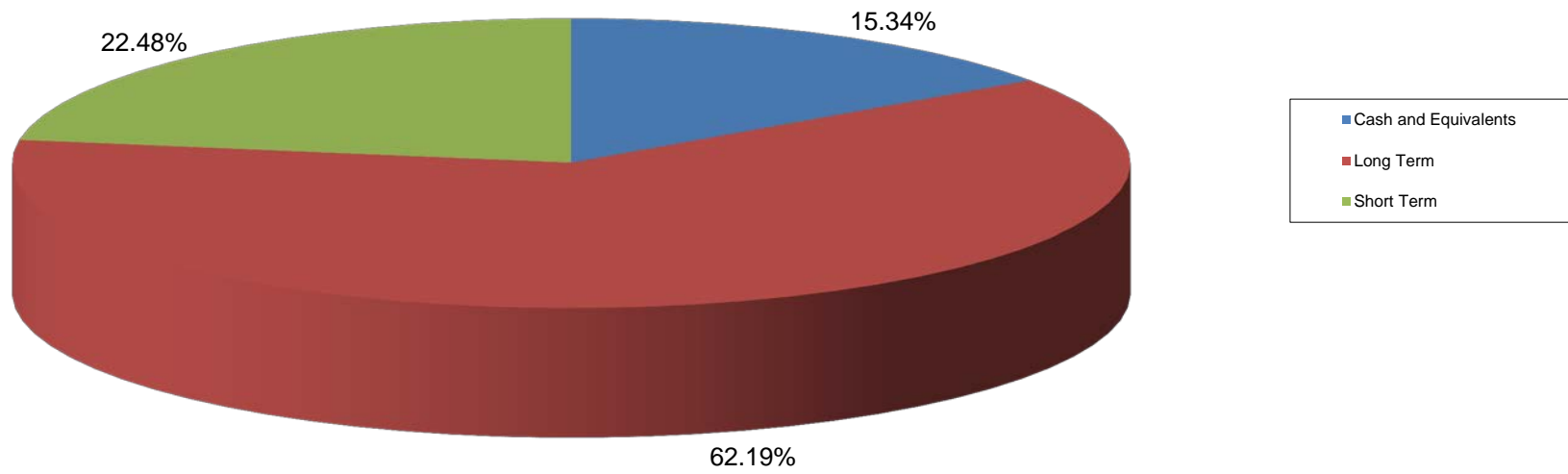
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupon Securities												
3134G33R9	0626-13	FHLMC	1,500,000.00	0.450	01/15/2016	03/20/2013	0.444	0.450	07/15 - 01/15	Received	1,500,000.00	1,500,000.00
3137EACT4	0664-14	FHLMC	3,500,000.00	2.500	05/27/2016	04/17/2014	0.454	0.460	05/27 - 11/27	Received	3,649,823.71	3,564,266.49
3134G5HU2	0667-14	FHLMC	1,500,000.00	0.750	12/30/2016	09/30/2014	0.806	0.818	03/30 - 09/30		1,497,750.00	1,498,502.78
3137EADG1	0674-14	FHLMC	1,000,000.00	1.750	05/30/2019	10/21/2014	1.437	1.457	11/30 - 05/30	Received	1,013,000.00	1,011,040.99
3137EADG1	0679-15	FHLMC	3,000,000.00	1.750	05/30/2019	04/27/2015	1.235	1.252	05/30 - 11/30	Received	3,059,400.00	3,056,819.14
3137EACT4	0680-15	FHLMC	1,000,000.00	2.500	05/27/2016	04/30/2015	0.337	0.342	05/27 - 11/27	Received	1,023,140.00	1,019,492.61
3134G6XS7	0681-15	FHLMC	3,500,000.00	1.100	05/18/2018	05/18/2015	1.085	1.100	11/18 - 05/18		3,500,000.00	3,500,000.00
3134G6WT6	0682-15	FHLMC	500,000.00	1.200	05/21/2018	05/21/2015	1.187	1.203	11/21 - 05/21		499,950.00	499,951.85
3134G6WU3	0683-15	FHLMC	1,500,000.00	1.200	05/21/2018	05/21/2015	1.184	1.200	11/21 - 05/21		1,500,000.00	1,500,000.00
3134G6C68	0684-15	FHLMC	3,000,000.00	1.600	05/28/2019	05/28/2015	1.578	1.600	11/28 - 05/28		3,000,000.00	3,000,000.00
3134G6R88	0686-15	FHLMC	2,000,000.00	1.250	05/25/2018	05/26/2015	1.240	1.257	11/25 - 05/25		1,999,600.00	1,999,612.97
3134G6Q22	0688-15	FHLMC	1,000,000.00	0.875	06/30/2017	06/30/2015	0.863	0.875	12/30 - 06/30		1,000,000.00	1,000,000.00
3136G05X5	0616-12	FNMA	2,000,000.00	0.750	05/30/2017	11/30/2012	0.740	0.750	05/30 - 11/30		2,000,000.00	2,000,000.00
3136G07M7	0619-12	FNMA	1,500,000.00	0.900	11/27/2017	11/27/2012	0.888	0.900	05/27 - 11/27		1,500,000.00	1,500,000.00
3135G0TD5	0620-12A	FNMA	1,500,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,500,000.00	1,500,000.00
3135G0TD5	0620-12B	FNMA	1,000,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,000,000.00	1,000,000.00
3136G1BU2	0629-13	FNMA	2,000,000.00	0.850	10/30/2017	04/05/2013	0.811	0.822	04/30 - 10/30	Received	2,002,500.00	2,001,275.08
3136G1E96	0632-13	FNMA	3,000,000.00	0.900	05/26/2017	04/15/2013	0.893	0.906	08/26 - 02/26	Received	3,006,120.00	3,002,830.65
3136G1KG3	0634-13	FNMA	3,000,000.00	0.750	05/08/2017	05/08/2013	0.740	0.750	11/08 - 05/08		3,000,000.00	3,000,000.00
3135G0WU3	0635-13A	FNMA	1,500,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,500,000.00	1,500,000.00
3135G0WU3	0635-13B	FNMA	1,000,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,000,000.00	1,000,000.00
3136G0C58	0656-14	FNMA	1,000,000.00	1.375	09/27/2018	03/05/2014	1.427	1.447	03/27 - 09/27	Received	996,850.00	997,763.15
3135G0WJ8	0663-14	FNMA	5,000,000.00	0.875	05/21/2018	04/17/2014	1.559	1.581	05/21 - 11/21	Received	4,890,402.20	4,922,671.84
3135G0XP3	0666-14	FNMA	1,000,000.00	0.375	07/05/2016	07/21/2014	0.449	0.455	01/05 - 07/05	Received	998,440.00	999,193.41
3135G0XM0	0671-14	FNMA	2,000,000.00	1.125	05/25/2018	10/21/2014	1.225	1.242	11/25 - 05/25	Received	1,991,760.00	1,993,351.96
3135G0XM0	0676-14	FNMA	2,000,000.00	1.125	05/25/2018	12/02/2014	1.184	1.200	05/25 - 11/25	Received	1,994,900.00	1,995,750.68
Federal Agency Coupon Securities Totals			80,556,666.67				0.846	0.858		64.17	80,998,038.10	80,694,632.16
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	FNMA	2,000,000.00	0.631	06/01/2017	04/10/2013	0.641	0.650	/ - Final Pmt.		1,946,960.00	1,946,960.00
31359MEL3	0661-14	FNMA	4,000,000.00	0.872	06/01/2017	03/14/2014	0.888	0.900	/ - Final Pmt.		3,886,200.00	3,886,200.00
Federal Agency Disc. -Amortizing Totals			6,000,000.00				0.805	0.816		0.00	5,833,160.00	5,833,160.00

**Investments FY 2014-2015
Portfolio Management
Investment Status Report - Investments
June 30, 2015**

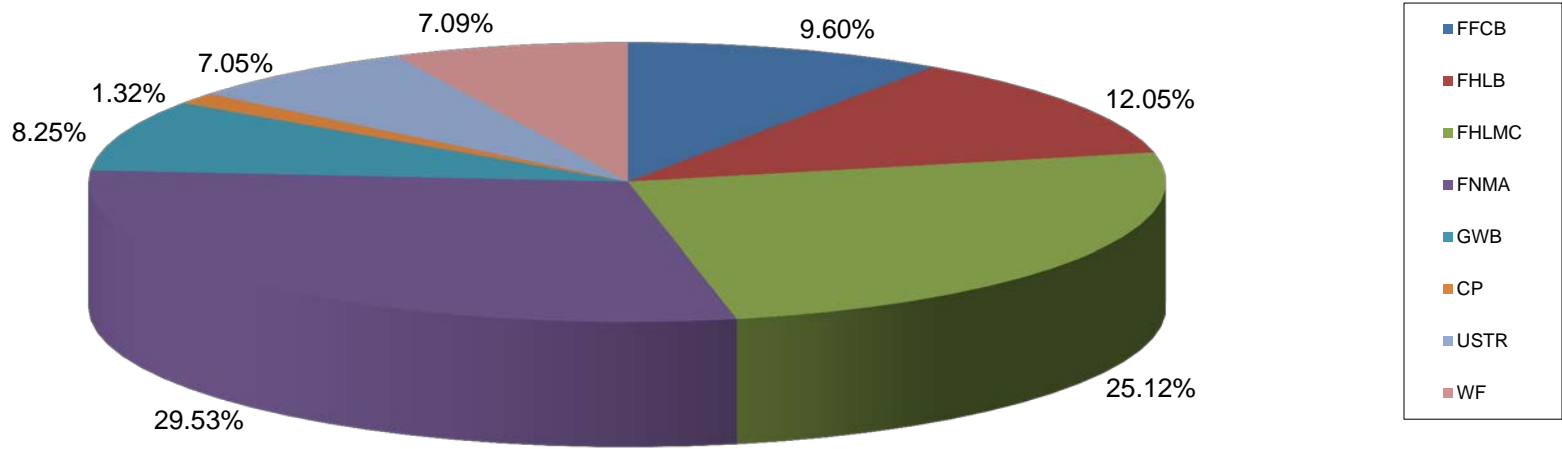
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Coupon Securities												
912828SY7	0651-13	US TRE	3,000,000.00	0.625	05/31/2017	12/23/2013	0.909	0.921	05/31 - 11/30	Received	2,970,000.00	2,983,266.93
912828VE7	0662-14	US TRE	2,000,000.00	1.000	05/31/2018	03/21/2014	1.421	1.441	05/31 - 11/30	Received	1,964,200.00	1,975,112.92
912828SX9	0673-14	US TRE	3,000,000.00	1.125	05/31/2019	10/21/2014	1.334	1.353	11/30 - 05/31	Received	2,969,531.25	2,974,111.52
Treasury Coupon Securities Totals			8,000,000.00				1.196	1.213		0.00	7,903,731.25	7,932,491.37
Investment Totals			113,455,635.73				0.783	0.794		64.17	113,630,952.41	113,356,496.18

Portfolio by Asset Class



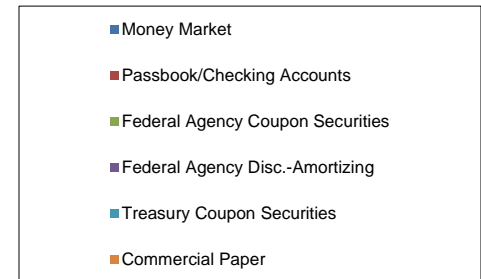
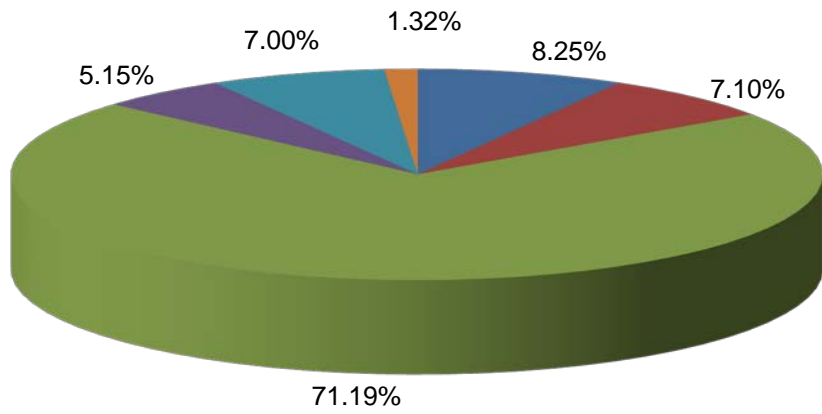
For Fiscal Year Ending June 30, 2015

Par Value by Issuer Graph



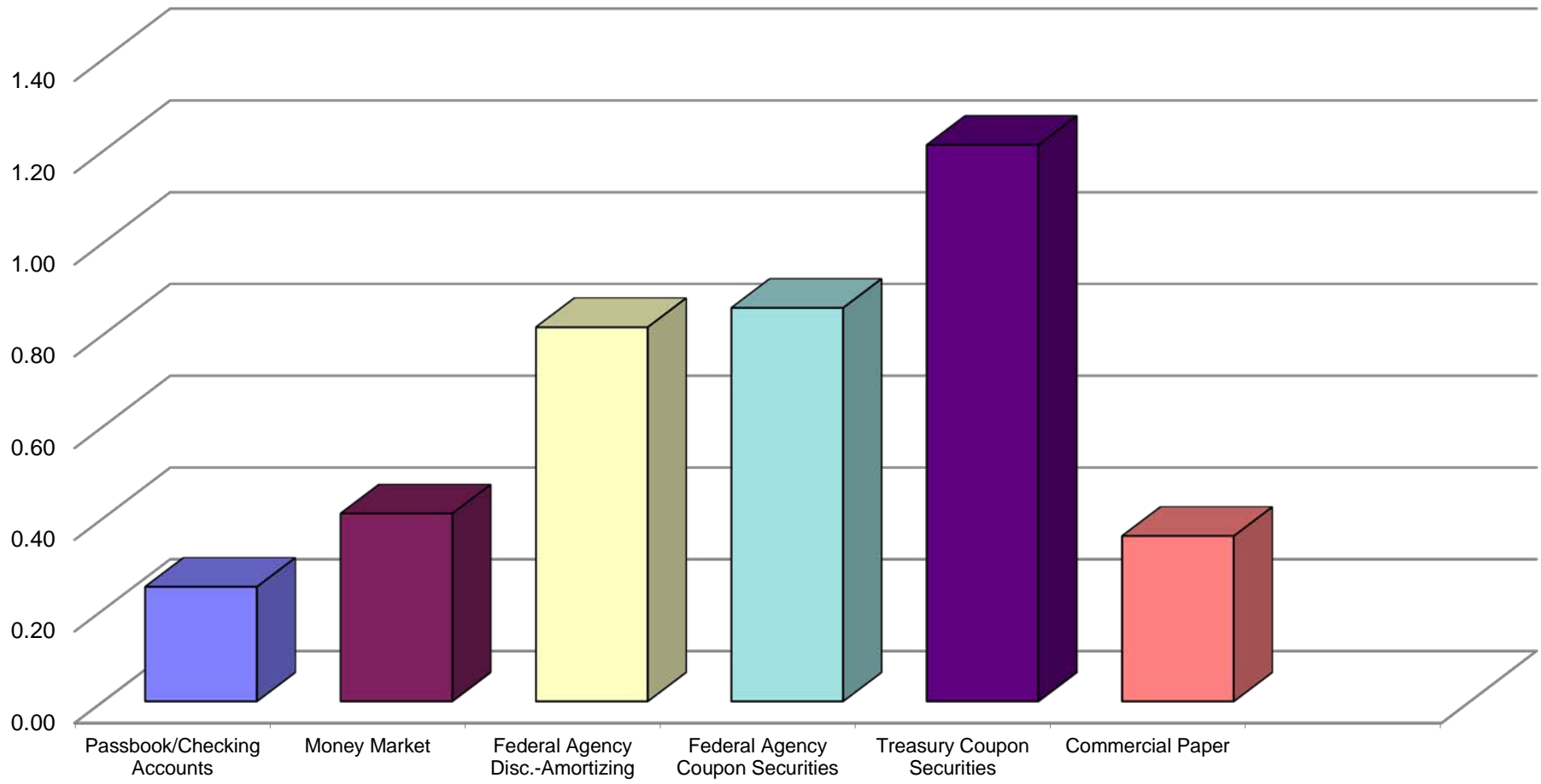
For Fiscal Year Ending June 30, 2015

Book Value By Investment Type



For Fiscal Year Ending June 30, 2015

Investment Yield by Type



For Fiscal Year Ending June 30, 2015

COUNCIL ACTION FORM

SUBJECT: REPORT ON THE AMES MUNICIPAL UTILITY PLAN FROM THE UTILITY RETIREMENT ADVISORY BOARD

BACKGROUND:

The Municipal Code of the City of Ames, Iowa, Section 28.403 established a participant review board elected from various utility departments that have members of the Ames Municipal Utility Retirement Plan. Duties of the Board are to monitor, review, and evaluate, on a continuing basis, the performance of the Ames Municipal Utility Retirement Plan and report annually to the City Council.

The City of Ames is the plan sponsor for a 401(a) defined contribution retirement plan. This plan is available to employees who receive at least ten percent of their salary funding from City of Ames utilities. Vanguard serves as plan administrator for the City.

In May 2015, the Board met with Manny Tytler, Relationship Manager from Vanguard. Manny presented a brief overview of the company, and provided information demonstrating that the fee structure and investment return performance are highly competitive.

Manny Tytler also presented a plan and participant overview. The Plan has a total balance of over \$33.1 million with 134 participant accounts. The Plan balance was then broken down by investment fund type, including beginning and ending balances, total number of participants, and percentage of total assets. Summary information for the plan is attached.

After discussion, the Board passed a motion to accept the review and contents of the Vanguard presentation and to recommend that the relationship with Vanguard as plan administrator be continued.

ALTERNATIVES:

1. Accept the report from the Utility Retirement Advisory Board.
2. Refer the report back to the Utility Retirement Advisory Board for further information.

MANAGER'S RECOMMENDED ACTION:

After review and discussion of the material presented by Vanguard, the Utility Retirement Advisory Board has voted to continue the relationship with Vanguard.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report from the Utility Retirement Advisory Board.



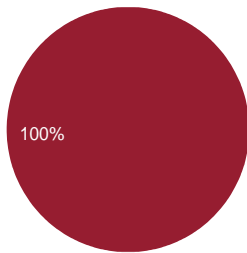
Summary fee report

408(b)(2) disclosure for CITY OF AMES MUNICIPAL UTILITY RETIREMENT SYSTEM PLAN

Calculated as of March 31, 2015

Plan Assets

\$33,160,698



- Vanguard \$33,160,698
- Non-Vanguard \$0
- Other investments \$0

Participant accounts
134

Total all-in fees

\$101,273

0.31%

Asset - based fees by provider



Vanguard	\$95,273
Non-Vanguard	\$0
■ Other investments	\$0

Total fees by service



Asset-based fees net of recordkeeping	0.19%	\$63,983
---------------------------------------	-------	----------

■ Vanguard (less recordkeeping credit)	\$63,983
■ Non-Vanguard (less payment for recordkeeping)	\$0
■ Other investments	\$0
■ Recordkeeping compensation by source	0.11% \$37,290

Total direct compensation: Fee paid directly from plan	\$6,000
--	---------

Total indirect compensation: Payment for recordkeeping from non-Vanguard funds	\$0
--	-----

Total recordkeeping compensation from plan sponsor	\$0
--	-----

Vanguard current recordkeeping credit	\$31,290
---------------------------------------	----------

■ Additional fees	\$0
-------------------	-----

Total all-in fees	\$101,273
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All-in fee report

408(b)(2) disclosure for CITY OF AMES MUNICIPAL UTILITY RETIREMENT SYSTEM PLAN Calculated as of March 31 2015

Vanguard fund asset-based fees				
Fund Name	Assets	Expense ratio	Morningstar average	Current recordkeeping credit
Vanguard 500 Index Fund Investor Shares	\$5,222,495	0.17%	1.08%	0.09%
Vanguard Wellington Fund Investor Shares	\$4,614,936	0.26%	0.92%	0.09%
Vanguard Windsor II Fund Investor Shares	\$3,270,745	0.36%	1.13%	0.09%
Vanguard Retirement Savings Trust**	\$2,408,303	0.53%	N/A	0.15%
Vanguard Total Stock Market Index Fund Investor Shares	\$2,335,940	0.17%	1.08%	0.09%
Vanguard U.S. Growth Fund Investor Shares	\$2,135,265	0.44%	1.20%	0.09%
Vanguard Morgan Growth Fund Investor Shares	\$2,130,336	0.40%	1.20%	0.09%
Vanguard Equity Income Fund Investor Shares	\$2,090,719	0.29%	1.13%	0.09%
Vanguard Prime Money Market Fund	\$1,702,668	0.16%	N/A	0.09%
Vanguard International Growth Fund Investor Shares	\$1,329,566	0.47%	1.37%	0.09%
Vanguard Total Bond Market Index Fund Investor Shares	\$1,237,034	0.20%	0.86%	0.09%
Vanguard Target Retirement 2015 Fund	\$979,905	0.16%	0.45%	0.09%
Vanguard Explorer Fund Investor Shares	\$772,568	0.53%	1.37%	0.09%
Vanguard Target Retirement 2020 Fund	\$491,804	0.16%	0.50%	0.09%
Vanguard LifeStrategy Growth Fund	\$459,118	0.17%	0.85%	0.09%
Vanguard Target Retirement 2025 Fund	\$456,214	0.17%	0.44%	0.09%
Vanguard Target Retirement 2035 Fund	\$432,429	0.18%	0.44%	0.09%
Vanguard LifeStrategy Income Fund	\$349,895	0.14%	0.81%	0.09%
Vanguard LifeStrategy Conservative Growth Fund	\$308,323	0.15%	0.81%	0.09%
Vanguard Target Retirement 2030 Fund	\$115,788	0.17%	0.50%	0.09%
Vanguard LifeStrategy Moderate Growth Fund	\$113,852	0.16%	0.92%	0.09%
Vanguard Target Retirement Income Fund	\$106,758	0.16%	0.50%	0.09%
Vanguard Target Retirement 2040 Fund	\$48,517	0.18%	0.49%	0.09%
Vanguard Target Retirement 2045 Fund	\$29,423	0.18%	0.44%	0.09%
Vanguard Target Retirement 2050 Fund	\$17,228	0.18%	0.48%	0.09%
Vanguard Target Retirement 2055 Fund	\$868	0.18%	0.42%	0.09%
Vanguard total	\$33,160,698	0.29%	1.03%	0.09%
Vanguard total asset-based fees		\$95,273	\$297,924	\$31,290

** The expense ratio includes a .21% fee (\$2.1 per \$1,000 invested) paid to the issuers of synthetic investment contracts (also known as "wrap agreements"). The fund performance results are net of these benefit responsive contract costs.

*The current recordkeeping payment is paid by the fund, fund company, or its advisor to Vanguard for recordkeeping and shareholder servicing. For more information on these payments, please refer to the fund's prospectus. Additional fees may be described below.

Recordkeeping fees		
Fee description	Paid by	Total fee
Total recordkeeping compensation from plan sponsor		
Annual Administrative Fee (Paid By Participant Gross Per Capita)	Participants	\$6,000
Total direct compensation*		\$6,000
Total indirect compensation (Current recordkeeping payment from non-Vanguard funds)		\$0
Vanguard current recordkeeping credit		\$31,290
Total recordkeeping compensation		\$37,290

* Direct compensation includes fees paid out of the plan. Plan sponsors may pay appropriate fees from the plan forfeiture account if permitted in the plan document.

Additional fees		
Fee description	Paid by	Fee
Ad Hoc Reporting (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon



All-in fee report

408(b)(2) disclosure for CITY OF AMES MUNICIPAL UTILITY RETIREMENT SYSTEM PLAN Calculated as of March 31 2015

Additional fees		
Fee description	Paid by	Fee
Additional Processing (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Annual Administrative Fee For Each Loan (Paid By Participant Fixed Per Capita)	Participants	\$25 Per Loan Maintenance
Client Requested Account Adjustments (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Conversion - Asset Transfer (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Conversion - Divisional Transfers (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Conversion - Plan To Plan Transfers (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Conversion - Start Up Plans (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Fee Disclosure Change Notice(s) (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	\$.50 Per Mailed Notification
Loan Origination Fee Non Self-Provisioned (Paid By Participant Fixed Per Capita)	Participants	\$90 Per Loan Origination
Loan Origination Fee Self-Provisioned (Paid By Participant Fixed Per Capita)	Participants	\$40 Per Loan Origination
Miscellaneous Fees (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Mistake of Fact Processing (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	\$50 per occurrence
Participant Education Retirement Service (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Participant Fee Disclosure Notice(s) (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	\$1.50 Per Mailed Notification
Plan Consulting Services (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
QDRO Processing (Paid By Participant Fixed Per Capita)	Participants	\$50
Requested Statement Enclosures (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	As Agreed Upon
Return of Excess (Paid By Participant Gross Per Capita)	Participant Gross Per Capita	\$50 per occurrence
Termination related compensation*		\$10,000

*Vanguard charges a fee for the conversion services that it will perform to transfer a plan to a subsequent provider. The standard conversion services fee above will apply unless otherwise outlined in the recordkeeping fee agreement. Early termination fees also outlined in your recordkeeping fee agreement may apply if the arrangement is terminated in the first three years.

Fees charged by Vanguard generally are billed in arrears. As such, plans are not charged amounts to pre pay for services. If such arrangements are made with a plan, the calculation and refund of any such pre-paid amounts upon transfer or termination of the plan is detailed in a separate agreement with the plan governing those services.

All-in fee summary	
Vanguard total asset-based fees	\$95,273
Non-Vanguard total asset-based fees	\$0
Other investment total asset-based fees	\$0
Total direct compensation	\$6,000
Total recordkeeping compensation from plan sponsor	\$0
Included additional fees	\$0
Other additional fees	Variable
Total all-in fees	\$101,273
Total assets	\$33,160,698
Total expense ratio	0.31%

City Of Ames Municipal Utility Retirement System Plan

Summary statistics

City Of Ames Municipal Utility Retirement System Plan Summary statistics 3/31/2015

	Plan	Vanguard	Same client size
Plan assets (Net of loans)	\$33,160,697	—	—
Average balance	\$247,467	\$110,427	\$134,569
Equity allocation	74%	72%	70%
Equity contribution	80%	74%	71%
Professionally managed allocations	8%	48%	39%
Internet access	75%	71%	69%
Participants with a loan outstanding	2%	—	—

State of the plan

Investments

Total participants (with a balance as of 3/31/2015): **134**

Total assets: \$33,160,697 (as of 3/31/2015)

Total contributions (prior 12 months): **\$1,060,096**

	Percentage of participants using	Total assets	Total contribution percentage 12 months	Total gross exchange in percentage 12 months	Total gross exchange out percentage 12 months	Average annual performance for period ended 3/31/2015					Expense ratio *
						One year	Five year	Ten year	Since inception	Inception date	
Money market											
Vanguard Prime Money Market Fund	31%	\$1,702,668	2.7%	0.0%	4.8%	0.01%	0.03%	1.58%	5.35%	06/1975	0.16%
The 7-day SEC yield, as of (3/31/2015), is .01%											
<i>Money Market Funds Average</i>						0.00	0.00	1.27	—	—	
Subtotal		\$1,702,668									
Vanguard Retirement Savings Trust	19%	\$2,408,303	3.1%	6.0%	21.4%	1.87%	2.31%	3.14%	5.04%	01/1989	0.53%
<i>Citigroup 3-Month US T-Bill Index</i>						0.03	0.06	1.40	3.32	12/1926	
Subtotal		\$2,408,303									
Vanguard Total Bond Market Index Fund Investor Shares	28%	\$1,237,034	4.7%	8.7%	9.6%	5.49%	4.23%	4.79%	6.37%	12/1986	0.20%
<i>Spliced Barclays USAgg Float Adj Ix</i>						5.66	4.45	4.95	6.66	12/1975	
Subtotal		\$1,237,034									
Vanguard LifeStrategy Conservative Growth Fund	2%	\$308,323	0.3%	0.5%	0.0%	7.13%	7.31%	5.65%	7.27%	09/1994	0.15%
<i>Conservative Growth Composite Index</i>						7.31	7.44	6.07	7.14	12/1977	
Vanguard LifeStrategy Growth Fund	8	459,118	3.3	0.6	5.0	7.80	10.34	6.63	8.26	09/1994	0.17
<i>Growth Composite Index</i>						8.07	10.64	7.12	8.41	12/1977	
Vanguard LifeStrategy Income Fund	7	349,895	1.6	4.7	0.6	6.66	5.77	5.04	6.70	09/1994	0.14
<i>Income Composite Index</i>						6.84	5.96	5.52	6.59	12/1977	
Vanguard LifeStrategy Moderate Growth Fund	4	113,852	0.5	3.0	1.7	7.47	9.01	6.31	7.93	09/1994	0.16
<i>Moderate Growth Composite Index</i>						7.71	9.30	6.78	8.06	12/1977	
Vanguard Wellington Fund Investor Shares	48	4,614,936	14.6	7.9	11.0	8.20	10.64	8.12	8.31	07/1929	0.26
<i>Wellington Composite Index</i>						10.66	11.54	7.32	—	—	
Subtotal		\$5,846,124									
Target-date funds											
Vanguard Target Retirement 2015 Fund	2%	\$979,905	0.0%	0.0%	0.0%	6.84%	8.56%	6.26%	6.59%	10/2003	0.16%
<i>Target Retirement 2015 Composite Ix</i>						7.06	8.65	6.27	6.62	10/2003	

City Of Ames Municipal Utility Retirement System Plan

	Percentage of participants using	Total assets	Total contribution percentage 12 months	Total gross exchange in percentage 12 months	Total gross exchange out percentage 12 months	One year	Five year	Ten year	Since inception	Inception date	Expense ratio *
Target-date funds (continued)											
Vanguard Target Retirement 2020 Fund	1	491,804	2.0	10.0	0.0	7.50	9.27	—	6.58	06/2006	0.16
<i>Target Retirement 2020 Composite Ix</i>						7.74	9.53	—	6.70	06/2006	
Vanguard Target Retirement 2025 Fund	4	456,214	2.9	1.7	0.0	7.65	9.78	6.58	7.02	10/2003	0.17
<i>Target Retirement 2025 Composite Ix</i>						7.88	10.04	6.71	7.14	10/2003	
Vanguard Target Retirement 2030 Fund	2	115,788	0.1	0.0	5.7	7.77	10.28	—	6.70	06/2006	0.17
<i>Target Retirement 2030 Composite Ix</i>						8.01	10.54	—	6.84	06/2006	
Vanguard Target Retirement 2035 Fund	2	432,429	1.4	0.6	0.0	7.92	10.76	6.96	7.59	10/2003	0.18
<i>Target Retirement 2035 Composite Ix</i>						8.13	11.02	7.09	7.72	10/2003	
Vanguard Target Retirement 2040 Fund	0.7	48,517	1.2	0.0	0.0	7.91	11.06	—	6.96	06/2006	0.18
<i>Target Retirement 2040 Composite Ix</i>						8.23	11.35	—	7.08	06/2006	
Vanguard Target Retirement 2045 Fund	3	29,423	1.6	0.0	0.0	7.92	11.07	7.26	8.01	10/2003	0.18
<i>Target Retirement 2045 Composite Ix</i>						8.23	11.35	7.39	8.13	10/2003	
Vanguard Target Retirement 2050 Fund	1	17,228	1.3	0.0	0.2	7.91	11.06	—	7.01	06/2006	0.18
<i>Target Retirement 2050 Composite Ix</i>						8.23	11.35	—	7.13	06/2006	
Vanguard Target Retirement 2055 Fund	0.7	868	0.0	0.0	0.0	7.89	—	—	13.20	08/2010	0.18
<i>Target Retirement 2055 Composite Ix</i>						8.23	—	—	13.42	06/2010	
Vanguard Target Retirement Income Fund	1	106,758	0.2	2.6	0.0	5.71	6.70	5.62	5.67	10/2003	0.16
<i>Target Retirement Income Compos. Ix</i>						5.92	6.82	5.65	5.71	10/2003	
Subtotal		\$2,678,934									
Diversified equity funds											
Vanguard 500 Index Fund Investor Shares	51%	\$5,222,495	12.6%	5.5%	5.8%	12.56%	14.29%	7.89%	11.06%	08/1976	0.17%
<i>S&P 500 Index</i>						12.73	14.47	8.01	—	—	
Vanguard Equity Income Fund Investor Shares	34	2,090,719	5.3	10.1	2.1	8.67	14.81	8.46	10.26	03/1988	0.29
<i>Spliced Equity Income Index</i>						11.09	15.00	8.31	10.99	12/1978	
Vanguard Explorer Fund Investor Shares	17	772,568	2.9	5.4	0.0	9.57	16.11	9.23	9.40	12/1967	0.53
<i>Russell 2500 Growth Index</i>						13.83	16.97	10.64	—	—	
Vanguard International Growth Fund Investor Shares	36	1,329,566	5.6	14.9	4.0	0.32	7.42	6.80	10.70	09/1981	0.47

State of the plan

	Percentage of participants using	Total assets	Total contribution percentage 12 months	Total gross exchange in percentage 12 months	Total gross exchange out percentage 12 months	One year	Five year	Ten year	Since inception	Inception date	Expense ratio *
Diversified equity funds (continued)											
<i>Spliced International Index</i>						-1.01	4.39	4.07	9.16	08/1981	
Vanguard Morgan Growth Fund Investor Shares	28	2,130,336	8.1	3.4	8.5	14.95	14.64	8.81	10.38	12/1968	0.40
<i>Russell 3000 Growth Index</i>						15.76	15.71	9.41	—	—	
Vanguard Total Stock Market Index Fund Investor Shares	34	2,335,940	7.6	1.3	3.4	12.17	14.62	8.44	9.60	04/1992	0.17
<i>Spliced Total Stock Market Index</i>						12.33	14.78	8.56	9.74	12/1970	
Vanguard U.S. Growth Fund Investor Shares	36	2,135,265	7.4	7.8	10.1	17.35	15.30	8.80	10.40	01/1959	0.44
<i>Russell 1000 Growth Index</i>						16.09	15.64	9.36	—	—	
Vanguard Windsor II Fund Investor Shares	37	3,270,745	9.1	5.1	6.1	7.96	12.69	7.16	10.97	06/1985	0.36
<i>Russell 1000 Value Index</i>						9.33	13.75	7.21	11.11	12/1978	
Subtotal		\$19,287,634									
Total		\$33,160,697									

The performance data shown represent past performance, which is not a guarantee of future results. Investment returns and principal value will fluctuate, so investors' shares, when sold, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data cited. For performance data current to the most recent month-end, visit our website at vanguard.com/performance.



CITY OF
Ames™

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MEMO

12

To: Members of the City Council

From: Ann H. Campbell, Mayor

Date: August 7, 2015

Subject: Appointment to Fill Vacancy on Human Relations Commission –
Investigative & Conciliation Officers

There currently exists a vacancy on the Human Relations Commission – Investigative & Conciliation Officers. Amanda Hassid recently submitted an application for a position as an officer for the Commission.

Therefore, I request that the City Council approve the appointment of Amanda Hassid to fill an unexpired term as an Investigative & Conciliation Officer for the Human Relations Commission.

AHC/jlr

COUNCIL ACTION FORM

SUBJECT: RESOLUTION APPROVING OFFICIAL STATEMENT FOR GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2015A, SETTING DATE OF SALE FOR AUGUST 25, 2015, AND AUTHORIZING ELECTRONIC BIDDING FOR THE SALE

BACKGROUND:

The 2015/16 budget and Council-approved changes include General Obligation (G.O.) Bond-funded capital improvement projects in the amount of \$14,253,975. The City Council held public hearings on the issuance of these bonds and refunding bonds on March 3, 2015, as part of the budget process, and on July 14, 2015, to include an additional amount for the Grant Avenue extension project. Council action is now required to approve the official statement, set the date of sale for August 25, 2015, and authorize electronic bidding.

The Official Statement, or “Preliminary Official Statement,” is the offering document for municipal securities, in preliminary form, which does not contain pricing information. The Statement provides several financial disclosures and information about the City. This “Preliminary Official Statement” is on file in the City Clerk’s Office and can be viewed on the City’s Website. Additionally, Council is asked to approve electronic bidding as the method to provide a secure and highly competitive process for the sale of the bonds.

Projects to be funded by this bond issue include the following:

East Industrial Area Sewer Extension	\$ 2,000,000	
ISU Research Park Improvements	2,938,990	
Grant Avenue Extension (Assessment)	360,985	
Airport Terminal	943,000	
Debt to be Abated by Other Revenues		\$ 6,242,975
Flood Mitigation	\$ 144,000	
West Lincoln Way Improvements	450,000	
Asphalt Street Improvements	1,300,000	
Grand Avenue Extension	280,000	
Concrete Pavement Improvements	1,100,000	
Arterial Street Pavement Improvements	400,000	
Downtown Street Pavement Improvements	800,000	
Seal Coat Pavement Improvements	350,000	
Bridge Rehabilitation Program	2,320,000	
Airport Terminal Building	867,000	
Subtotal Tax Supported Bonds		\$8,011,000
Refunding Bonds		5,950,000
Issuance Cost and Allowance for Premium		1,141,025
Grand Total Not to Exceed – 2015/16 G.O. Issue		\$21,345,000

ALTERNATIVES:

1. Adopt a resolution approving the Official Statement for General Obligation Corporate Purpose Bonds, Series 2015A, setting the date of sale for August 25, 2015, and authorize electronic bidding for the sale.
2. Refer the Official Statement back to City staff for modifications.

MANAGER'S RECOMMENDED ACTION:

Issuance of these bonds is necessary in order to accomplish the City's approved capital improvements for the current fiscal year.

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

New and Refunding Issue

Rating: Application made to Moody's Investors Service

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986, provided, however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes). The City will NOT designate the Bonds as "qualified tax-exempt obligations." See "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein.

CITY OF AMES, IOWA

\$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A

BIDS RECEIVED: Tuesday, August 25, 2015, 11:00 o'clock A.M., Central Time

AWARD: Tuesday, August 25, 2015, 7:00 o'clock P.M., Central Time

Dated: Date of Delivery (September 22, 2015)

Principal Due: June 1, as shown inside front cover

The \$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the "Bonds") are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution to be adopted by the City Council of the City of Ames, Iowa (the "City"). The Bonds are being issued for the purpose of paying the cost, to that extent, of constructing street, water main, sanitary and storm sewer, bridge, and related improvements; of constructing a new municipal airport terminal building; and of carrying out flood mitigation and remediation. In addition, a portion of the funds will be used to current refund on September 25, 2015, \$1,610,000 of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2006A originally dated October 1, 2006 (the "Series 2006A Bonds") and \$3,940,000 of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2007A, originally dated November 1, 2007 (the "Series 2007A Bonds"). The purchaser of the Bonds agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to authority contained in Section 384.24A of the Code of Iowa. The Bonds are issued in evidence of the City's obligations under the Loan Agreement. The Bonds are general obligations of the City, for which the City will pledge to levy ad valorem taxes against all property within the City without limitation as to rate or amount.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form, in the principal amount of \$5,000 and integral multiples thereof. The purchaser will not receive certificates representing their interest in the Bonds purchased. The City's Treasurer as Registrar/Paying Agent (the "Registrar") will pay principal on the Bonds, payable annually on June 1, beginning June 1, 2016, and interest on the Bonds payable initially on June 1, 2016 and thereafter on each December 1 and June 1 to DTC, which will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding the interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$19,895,595
GOOD FAITH DEPOSIT:	Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX EXEMPTION AND RELATED CONSIDERATIONS" for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as and if issued and subject to the unqualified approving legal opinion of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, to be furnished upon delivery of the Bonds. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about September 22, 2015. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law or deemed appropriate by the City, shall constitute a Final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

CITY OF AMES, IOWA

\$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015

Maturity of the Bonds due June 1:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2016	\$2,260,000	2026	\$1,340,000
2017	2,575,000	2027	1,380,000
2018	2,670,000	2028	50,000
2019	2,155,000	2029	55,000
2020	1,130,000	2030	55,000
2021	1,155,000	2031	55,000
2022	1,195,000	2032	60,000
2023	1,215,000	2033	60,000
2024	1,250,000	2034	65,000
2025	1,295,000	2035	65,000

***PRINCIPAL
ADJUSTMENT:**

Preliminary; subject to change. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$21,345,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

REDEMPTION:

Bonds due after June 1, 2023 will be subject to call on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

INTEREST:

Interest on the Bonds will be payable on June 1, 2016 and semiannually thereafter.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the “Near Final Official Statement”.

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to Public Financial Management, Inc. (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a Final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the “Syndicate Manager”) and syndicate members. Copies of the Final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations, other than those contained in the Preliminary Official Statement. This Preliminary Official Statement does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information, estimates and expressions of opinion herein are subject to change without notice and neither the delivery of this Preliminary Official Statement nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

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OFFICIAL BID FORM

City of Ames, Iowa

Mayor/City Council

<u>Member</u>	<u>Office</u>	<u>Initial Term Commenced</u>	<u>Term Expires</u>
Ann Campbell	Mayor	January 03, 2006	December 31, 2017
Gloria Betcher	Council Member – 1 st Ward	January 02, 2014	December 31, 2017
Tim Gartin	Council Member – 2 nd Ward	January 02, 2014	December 31, 2015
Peter Orazem	Council Member – 3 rd Ward	January 02, 2014	December 31, 2017
Chris Nelson	Council Member – 4 th Ward	January 02, 2014	December 31, 2015
Matthew Goodman	Council Member – At Large	January 01, 2004	December 31, 2015
Amber Corrieri	Council Member – At Large	January 02, 2014	December 31, 2017
Sam Schulte	Ex-Officio		

Administration

Steven Schainker, City Manager
Duane Pitcher, Director of Finance
Diane Voss, City Clerk
Roger Wisecup II, City Treasurer
John Dunn, Director of Water and Pollution Control
John Joiner, Director of Public Works
Don Kom, Director of Electric Utility

City Attorney

Judy Parks
Ames, Iowa

Bond Counsel

Dorsey & Whitney LLP
Des Moines, Iowa

Municipal Advisor

Public Financial Management, Inc.
Des Moines, Iowa

TERMS OF OFFERING

CITY OF AMES, IOWA

Bids for the purchase of the City of Ames, Iowa's (the "City") \$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the "Bonds") will be received on Tuesday, August 25, 2015, before 11:00 o'clock A.M. Central Time after which time they will be tabulated. The City Council will consider award of the Bonds at 7:00 o'clock P.M. Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, Public Financial Management, Inc., 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning 515-243-2600. Information can also be obtained from Mr. Duane Pitcher, Director of Finance, City of Ames, 515 Clark Avenue, Ames, Iowa, 50010, or by telephoning 515-239-5114. The following section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE BONDS

GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BONDS, SERIES 2015A, in the principal amount of \$20,085,000* to be dated the date of delivery (September 22, 2015), in the denomination of \$5,000 or multiples thereof, will mature on June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2016	\$2,260,000	2026	\$1,340,000
2017	2,575,000	2027	1,380,000
2018	2,670,000	2028	50,000
2019	2,155,000	2029	55,000
2020	1,130,000	2030	55,000
2021	1,155,000	2031	55,000
2022	1,195,000	2032	60,000
2023	1,215,000	2033	60,000
2024	1,250,000	2034	65,000
2025	1,295,000	2035	65,000

ADJUSTMENT TO BOND MATURITY AMOUNTS

The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$21,345,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

TERM-BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

OPTIONAL REDEMPTION

Bonds due after June 1, 2023 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

INTEREST

Interest on the Bonds will be payable on June 1, 2016 and semiannually on the 1st day of December and June thereafter. Principal and interest shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding the interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

GOOD FAITH DEPOSIT

A good faith deposit (the "Deposit") in the amount of \$200,850 for the Bonds is required of the lowest bidder only for the Bonds. The lowest bidder is required to submit such Deposit payable to the order of the City in the form of either (i) a cashier's check provided to the City or its Municipal Advisor prior to the opening of bids or (ii) a wire transfer as instructed by the City's Municipal Advisor not later than 1:00 o'clock P.M. Central Time on the day of sale of the Bonds. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a Deposit and thereafter may award the sale of the Bonds to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the entire issue of Bonds for a price not less than \$19,895,595, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations as set forth in the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "GOOD FAITH DEPOSIT" section. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY[®] competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the OFFICIAL BID FORM. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance, City Hall, 515 Clark Avenue, Ames, Iowa 50010.

Electronic Internet Bidding: Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-404-8102.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the Internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City's Municipal Advisor, Public Financial Management, Inc. (facsimile number: 515-243-6994). Electronic facsimile bids will be sealed and treated as sealed bids.

Electronic facsimile bids received after the deadline will be rejected. Bidders electing to submit bids via facsimile transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the facsimile facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named facsimile numbers prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile operator receiving the bids.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser five working days notice of the delivery date and the City will expect payment in full on that date; otherwise reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

INFORMATION FROM PURCHASER

The Purchaser will be required to certify to the City immediately after the opening of bids: (i) the initial public offering price of each maturity of the Bonds (not including sales to bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds (not less than 10% of each maturity) were sold to the public; or (ii) if less than 10% of any maturity has been sold, the price for that maturity determined as of the time of the sale based upon the reasonably expected initial offering price to the public; and (iii) that the initial public offering price does not exceed the fair market value of the Bonds on the sale date. The Purchaser will also be required to provide a certificate at closing confirming the information required by this paragraph.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law or deemed appropriate by the City, shall constitute a Final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 40 copies of the Final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

CONTINUING DISCLOSURE

In order to permit bidders for the Bonds and other Participating Underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended, the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the resolution authorizing the issuance of the Bonds and the Continuing Disclosure Certificate, to provide Annual Report of specified information and notice of the occurrence of certain material events as hereinafter described (the "Undertakings"). The information to be provided on an annual basis, the events as to which notice is to be given, and a summary of other provisions of the Undertakings, including termination, amendment and remedies, are set forth as APPENDIX C to this Official Statement.

Within the past five years, Notice of the June 1, 2011 call of the City's General Obligation Series 2002A, Series 2002B, and Series 2003 Bonds were filed June 28, 2011, thirteen days after the date required.

In regard to the now matured Hospital Revenue Series 2003 debt, the Mary Greeley Medical Center filed required reports for the fiscal year ended June 30, 2010 two (2) days after the date specified in the Undertaking, and filed required reports for the quarters ended June 30, 2010, September 30, 2010, and June 30, 2011, each within three days after the dates required. Additionally, the Mary Greeley Medical Center's required report for the quarter ended December 31, 2012 was timely filed February 6, 2013, but not linked to the Hospital Revenue Series 2011 CUSIPs. This was corrected upon discovery.

In an effort to augment the City's procedures and policies to maintain future compliance, the City has taken additional steps intended to assure future compliance with its Undertakings. These steps include implementing the MSRB's EMMA notification system whereby the City will receive timely email reminders a month in advance for all the City's annual disclosure filings to ensure all disclosure obligations have been made on a timely basis and in all material respects.

Breach of the Undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the Undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
Diane Voss, City Clerk
City of Ames, Iowa
515 Clark Avenue
Ames, Iowa 50010

SCHEDULE OF BOND YEARS

\$20,085,000*

City of Ames, Iowa

General Obligation Corporate Purpose and Refunding Bonds, Series 2015A

Bonds Dated: September 22, 2015
Interest Due: June 1, 2016 and each December 1 and June 1 to maturity
Principal Due: June 1, 2016-2035

<u>Year</u>	<u>Principal</u> *	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2016	\$2,260,000	1,563.17	1,563.17
2017	2,575,000	4,356.04	5,919.21
2018	2,670,000	7,186.75	13,105.96
2019	2,155,000	7,955.54	21,061.50
2020	1,130,000	5,301.58	26,363.08
2021	1,155,000	6,573.88	32,936.96
2022	1,195,000	7,996.54	40,933.50
2023	1,215,000	9,345.38	50,278.88
2024	1,250,000	10,864.58	61,143.46
2025	1,295,000	12,550.71	73,694.17
2026	1,340,000	14,326.83	88,021.00
2027	1,380,000	16,134.50	104,155.50
2028	50,000	634.58	104,790.08
2029	55,000	753.04	105,543.13
2030	55,000	808.04	106,351.17
2031	55,000	863.04	107,214.21
2032	60,000	1,001.50	108,215.71
2033	60,000	1,061.50	109,277.21
2034	65,000	1,214.96	110,492.17
2035	65,000	1,279.96	111,772.13

Average Maturity (dated date): 5.565 Years

* Preliminary; subject to change.

PRELIMINARY OFFICIAL STATEMENT

CITY OF AMES, IOWA

\$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Ames, Iowa (the "City") and its issuance of \$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the "Bonds"). This Preliminary Official Statement has been authorized by the City and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be made to the City's Municipal Advisor, Public Financial Management, Inc., 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning 515-243-2600. Information can also be obtained from Mr. Duane Pitcher, Director of Finance, City of Ames, 515 Clark Avenue, Ames, Iowa, 50010, or by telephoning 515-239-5114.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution to be adopted by the City. The Bonds are being issued for the purpose of paying the cost, to that extent, of constructing street, water main, sanitary and storm sewer, bridge, and related improvements; of constructing a new municipal airport terminal building; and of carrying out flood mitigation and remediation. In addition, a portion of the funds will be used to current refund on September 25, 2015, \$1,610,000 of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2006A originally dated October 1, 2006 (the "Series 2006A Bonds") and \$3,940,000 of the City's outstanding General Obligation Corporate Purpose Bonds, Series 2007A, originally dated November 1, 2007 (the "Series 2007A Bonds").

<u>Name of Issue to be Refunded</u>	<u>Call Date</u>	<u>Call Price</u>	<u>Maturities to be Refunded</u>	<u>Principal Amount</u>	<u>Coupon</u>
Series 2006A Bonds	9/25/2015	100%	6/1/2016	\$515,000	4.00%
			6/1/2017	535,000	4.00%
			6/1/2018	<u>560,000</u>	4.00%
			Total:	\$1,610,000	

<u>Name of Issue to be Refunded</u>	<u>Call Date</u>	<u>Call Price</u>	<u>Maturities to be Refunded</u>	<u>Principal Amount</u>	<u>Coupon</u>
Series 2007A Bonds	9/25/2015	100%	6/1/2016	\$920,000	3.75%
			6/1/2017	960,000	3.75%
			6/1/2018	1,005,000	3.75%
			6/1/2019	<u>1,055,000</u>	3.75%
Total:			\$3,940,000		

The estimated Sources and Uses of the Bonds are as follows:

Sources of Funds

Par Amount of Bonds \$20,085,000.00*

Uses of Funds

Deposit to Project Fund \$14,253,975.00
Funds for Redemption of Series 2006A and 2007A Bonds 5,550,000.00
Underwriter's Discount 189,405.00
Cost of Issuance and Contingency 91,620.00
Total Uses \$20,085,000.00*

* Preliminary; subject to change.

OPTIONAL REDEMPTION

Bonds due after June 1, 2023 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2016 and semiannually on the 1st day of December and June thereafter. Principal and interest shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding the interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

PAYMENT OF AND SECURITY FOR THE BONDS

The Bonds constitute valid and binding general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds. If the amount credited to the debt service fund for payment of the Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City sufficient to pay the debt service deficiency without limit as to rate or amount.

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection "Book-Entry-Only System" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial

relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant’s interest in the Securities, on DTC’s records, to Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the

ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City anticipates issuing approximately \$19,175,000 Electric Revenue Bonds sometime in the Fall of 2015.

LITIGATION

The City is not aware of any threatened or pending litigation affecting the validity of the Bonds or the City's ability to meet its financial obligations.

At closing, the City will certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Bonds, or the titles of the City officers to their respective positions, or the validity of the Bonds, or the power and duty of the Bonds to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Bonds, and that no measure or provision for the authorization or issuance of the Bonds has been repealed or rescinded."

DEBT PAYMENT HISTORY

The City knows of no instance in which they have defaulted in the payment of principal and interest on its debt.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt or taxable status of the interest thereon (see "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX A. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion will express the professional judgment of Bond Counsel and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Preliminary Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed and/or prepared the information and statements contained in the Preliminary Official Statement under "AUTHORITY AND PURPOSE", "PAYMENT OF AND SECURITY FOR THE BONDS", "TAX EXEMPTION AND RELATED CONSIDERATIONS" and "CONTINUING DISCLOSURE" insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in APPENDIX A and APPENDIX C.

TAX EXEMPTION AND RELATED CONSIDERATIONS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986, as amended (the “Code”), provided, however, that such interest must be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes).

The opinion set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution for the Bonds, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of such Bonds should consult with their tax advisors as to such matters.

NOT-Qualified Tax-Exempt Obligations: The City will NOT designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Proposed Changes in Federal and State Tax Law: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchaser of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Original Issue Discount: The Bonds maturing in the years ____ through ____ (collectively, the “Discount Bonds”) are being sold at a discount from the principal amount payable on such Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner’s

federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years ____ through ____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their any original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

RELATED TAX MATTERS

Information Reporting and Back-up Withholding; Audits: In general, information reporting requirements will apply with respect to payments to an owner of principal and interest (and with respect to annual accruals of OID) on the Bonds, and with respect to payments to an owner of any proceeds from a disposition of the Bonds. This information reporting obligation, however, does not apply with respect to certain owners including corporations, tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts. In the event that an owner subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or is notified by the Internal Revenue Service (the "Service") that it has failed to properly report payments of interest and dividends, a backup withholding tax (currently at a rate of 28%) generally will be imposed on the amount of any interest and principal and the amount of any sales proceeds received by the owner on or with respect to the Bonds.

Any amounts withheld under the backup withholding provisions may be credited against the United States federal income tax liability of the beneficial owner, and may entitle the beneficial owner to a refund, provided that the required information is furnished to the Service.

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Opinion: Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

RATING

The City has requested a rating on the Bonds from Moody's Investors Service ("Moody's"). Currently, Moody's rates the City's outstanding General Obligation long-term debt 'Aa1'. The existing rating on long-term debt reflects only the view of the rating agency and with any explanation of the significance of such rating may only be obtained from Moody's. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Bonds.

MUNICIPAL ADVISOR

The City has retained Public Financial Management, Inc., Des Moines, Iowa as Municipal advisor (the "Municipal Advisor") in connection with the preparation of the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in this Preliminary Official Statement. Public Financial Management, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

In order to permit bidders for the Bonds and other Participating Underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended, the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the resolution authorizing the issuance of the Bonds and the Continuing Disclosure Certificate, to provide Annual Report of specified information and notice of the occurrence of certain material events as hereinafter described (the "Undertakings"). The information to be provided on an annual basis, the events as to which notice is to be given, and a summary of other provisions of the Undertakings, including termination, amendment and remedies, are set forth as APPENDIX C to this Official Statement.

Within the past five years, Notice of the June 1, 2011 call of the City's General Obligation Series 2002A, Series 2002B, and Series 2003 Bonds were filed June 28, 2011, thirteen days after the date required.

In regard to the now matured Hospital Revenue Series 2003 debt, the Mary Greeley Medical Center filed required reports for the fiscal year ended June 30, 2010 two (2) days after the date specified in the Undertaking, and filed required reports for the quarters ended June 30, 2010, September 30, 2010, and June 30, 2011, each within three days after the dates required. Additionally, the Mary Greeley Medical Center's required report for the quarter ended December 31, 2012 was timely filed February 6, 2013, but not linked to the Hospital Revenue Series 2011 CUSIPs. This was corrected upon discovery.

In an effort to augment the City's procedures and policies to maintain future compliance, the City has taken additional steps intended to assure future compliance with its Undertakings. These steps include implementing the MSRB's EMMA notification system whereby the City will receive timely email reminders a month in advance for all the City's annual disclosure filings to ensure all disclosure obligations have been made on a timely basis and in all material respects.

Breach of the Undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the Undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City of Ames, Iowa, by Public Financial Management, Inc., Des Moines, Iowa, and said Preliminary Official Statement does not contain any material misstatements of fact nor omission of any material fact regarding the issuance of \$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A.

CITY OF AMES, IOWA
/s/ Duane Pitcher, Director of Finance

* Preliminary; subject to change.

CITY PROPERTY VALUATIONS

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2014 final Actual Values were adjusted by the Story County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2014, the taxable value rollback rate was 55.7335% of actual value for residential property; 44.7021% of actual value for agricultural property; and 90% of actual value for commercial, industrial, and railroad property.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Utility property is limited to an 8% annual growth. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2014 Valuations for Taxes Payable July 1, 2015 through June 30, 2016)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,785,314,800	\$1,552,353,357
Commercial	842,003,200	757,802,880
Industrial	134,033,100	120,629,790
Railroads	5,873,500	5,286,150
Utilities w/o Gas & Electric	<u>5,834,533</u>	<u>5,834,533</u>
Gross valuation	\$3,773,059,133	\$2,441,906,710
Less military exemption	<u>(2,514,090)</u>	<u>(2,514,090)</u>
Net valuation	\$3,770,545,043	\$2,439,392,620
TIF Increment	\$2,030,500	\$1,827,450
Taxed separately		
Ag. Land & Building	\$4,204,100	\$1,879,319
Gas & Electric Utilities	\$17,022,683	\$5,566,022

2014 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>Taxable Valuation</u>	<u>Percent of Total</u>
Residential	\$1,552,353,357	63.43%
Gas & Electric Utilities	5,566,022	0.23%
Commercial, Industrial, Railroads and Utility	<u>889,553,353</u>	<u>36.34%</u>
Total Gross Taxable Valuation	\$2,447,472,732	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2010	2011-12	\$3,455,460,220	\$2,168,260,590	\$7,370
2011	2012-13	3,488,267,332	2,239,846,934	7,370
2012	2013-14	3,539,464,142	2,325,969,651	447,669
2013	2014-15	3,607,945,166	2,353,356,218	1,646,350
2014	2015-16	3,793,802,326	2,444,958,642	1,827,450

The 100% Actual Valuation, before rollback and after the reduction of military exemption, includes Ag. Land & Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land & Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Story County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u>	<u>Type of Property/Business</u>	<u>1/1/2014 Taxable Valuation</u>
Iowa State University Research	Commercial	\$35,173,530
Barilla America Inc.	Industrial	32,579,100
Campus Investors IS LLC	Commercial	31,609,753
Clinic Building Company, Inc.	Commercial	19,397,610
US Bank, NA Trustee ¹⁾	Commercial	19,019,520
Walmart Stores, Inc.	Commercial	17,100,000
Dayton Park LLC	Commercial	16,479,445
GPT Ames Owner LLC ²⁾	Commercial	15,549,300
West Towne Condos LLC	Commercial	14,398,364
University West Property Owner LLC	Commercial	14,194,195

1) Formerly NG Mall.

2) Formerly Cycloneball.

Source: Story County.

PROPERTY TAX LEGISLATION

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “Act”), which the Governor signed into law on June 12, 2013. Among other things, the Act (i) reduces the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property, from the current 4% to 3%, (ii) assigns a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 95% for the 2013 assessment year and 90% for the 2014 assessment year and all years thereafter, (iii) creates a new property tax classification for multi-residential properties (mobile home parks, manufactured home communities, land-lease communities, assisted living facilities and property primarily used or intended for human habitation containing three or more separate dwelling units) (“Multi-residential Property”) that begins in the 2015 assessment year, and assigns a declining rollback percentage of 3.75% to such properties for each subsequent year until 2021 assessment year (the rollback percentage for Multi-residential Properties will be equal to the residential rollback percentage in 2022 assessment year and thereafter) and (iv) exempts a specified portion of the assessed value of telecommunication properties.

The Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. Prior to fiscal year 2017-18, the appropriation is a standing unlimited appropriation, but beginning in fiscal year 2017-18 the standing appropriation cannot exceed the actual fiscal year 2016-17 appropriation amount. The appropriation does not replace losses to local governments resulting from the Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3% from 4%, the gradual transition for Multi-residential Property from the commercial rollback percentage (100% of Actual Value) to the residential rollback percentage (currently 55.7335% of Actual Valuation), or the reduction in the percentage of telecommunications property that is subject to taxation.

Given the wide scope of the statutory changes, and the State of Iowa’s discretion in establishing the annual replacement amount that is appropriated each year commencing in fiscal year 2017-18, the impact of the Act on the City’s future property tax collections is uncertain and the City is unable to accurately assess the financial impact of the Act’s provisions on the City’s future operations.

In Moody’s Investor Service US Public Finance Weekly Credit Outlook, dated May 30, 2013, Moody’s Investor Service (“Moody’s”) projected that local governments in the State of Iowa are likely to experience modest reductions in property tax revenues starting in fiscal year 2014-15 as a result of the Act, with sizeable reductions possible starting in fiscal year 2017-18. According to Moody’s, local governments that may experience disproportionately higher revenue losses include regions that have a substantial commercial base, a large share of Multi-residential Property (such as college towns), or significant amounts of telecommunications property.

Notwithstanding any decrease in property tax revenues that may result from the Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation bonds, “the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full.”

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the Actual Value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2014 Actual Valuation currently applicable to the fiscal year 2015-16, is as follows:

2014 Gross Actual Valuation of Property	\$3,793,802,326 ¹⁾
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$189,690,116
Less: G.O. Debt Subject to Debt Limit	(78,645,000) *
Less: Other Debt Subject to Debt Limit	<u>(17,500) ²⁾</u>
Net Debt Limit	\$111,027,616 *

1) Source: Iowa Department of Management. After military exemption.

2) Other Debt Subject to Debt Limit includes an Iowa Department of Transportation Loan and TIF rebate agreement payments appropriated for FY 2015-16.

DIRECT DEBT

General Obligation Debt Paid by Taxes and Other Sources¹⁾ (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 9/22/15</u>
10/06	\$5,285,000	Street and Storm Sewer Improvements	6/15	\$0 ²⁾
11/07A	9,630,000	Street Improvements & Aquatic Center	6/15	0 ³⁾
10/08A	8,355,000	Street Improvements & Aquatic Center	6/20	4,035,000
10/09B	11,165,000	Capital Improvement Projects	6/21	6,220,000
9/10A	6,690,000	Capital Improvement Projects	6/22	4,205,000
5/11A	5,980,000	Refunding Series 2002A, 2002B & 2003	6/21	1,415,000
11/11B	6,675,000	Corporate Purpose Improvements	6/23	4,570,000
10/12	12,660,000	Corporate Purpose Improvements	6/32	10,260,000
5/13	22,540,000	Corporate Purpose Improvements & Refunding	6/32	18,955,000
9/14	9,695,000	Corporate Purpose Improvements	6/26	8,900,000
9/15A	20,085,000*	Corporate Purpose Improvements & Refunding	6/35	<u>20,085,000</u> *
Total				\$78,645,000 *

1) The City's general obligation debt is abated by tax increment reimbursements, water revenues, sewer revenues, airport revenues, resource recovery revenues and special assessments.

2) The 2016 through 2018 maturities are being current refunded by the Bonds on September 25, 2015.

3) The 2016 through 2019 maturities are being current refunded by the Bonds on September 25, 2015.

* Preliminary; subject to change.

Annual Fiscal Year Debt Service Payments (Includes the Bonds)

Fiscal Year	<u>Existing Debt</u>		<u>Bonds</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal and Interest</u>	<u>Principal*</u>	<u>Principal and Interest*</u>	<u>Principal*</u>	<u>Principal and Interest*</u>
2015-16	\$6,070,000	\$7,695,548	\$2,260,000	\$2,591,606	\$8,330,000	\$10,287,154
2016-17	6,225,000	7,647,610	2,575,000	3,026,180	8,800,000	10,673,790
2017-18	6,010,000	7,281,838	2,670,000	3,080,238	8,680,000	10,362,076
2018-19	6,180,000	7,298,325	2,155,000	2,514,775	8,335,000	9,813,100
2019-20	6,365,000	7,320,218	1,130,000	1,445,166	7,495,000	8,765,384
2020-21	5,640,000	6,419,255	1,155,000	1,444,063	6,795,000	7,863,318
2021-22	4,435,000	5,055,800	1,195,000	1,454,495	5,630,000	6,510,295
2022-23	3,860,000	4,364,020	1,215,000	1,441,035	5,075,000	5,805,055
2023-24	3,280,000	3,680,950	1,250,000	1,440,193	4,530,000	5,121,143
2024-25	2,305,000	2,614,375	1,295,000	1,446,693	3,600,000	4,061,068
2025-26	1,645,000	1,888,475	1,340,000	1,450,123	2,985,000	3,338,598
2026-27	1,010,000	1,207,450	1,380,000	1,445,367	2,390,000	2,652,817
2027-28	1,040,000	1,207,150	50,000	67,619	1,090,000	1,274,769
2028-29	1,075,000	1,210,950	55,000	70,839	1,130,000	1,281,789
2029-30	1,105,000	1,208,700	55,000	68,837	1,160,000	1,277,537
2030-31	1,140,000	1,210,550	55,000	66,797	1,195,000	1,277,347
2031-32	<u>1,175,000</u>	1,211,350	60,000	69,723	1,235,000	1,281,073
2032-33			60,000	67,431	60,000	67,431
2033-34			65,000	70,109	65,000	70,109
2034-35			<u>65,000</u>	67,568	<u>65,000</u>	67,568
Total	\$58,560,000		\$20,085,000*		\$78,645,000*	

* Preliminary; subject to change.

OTHER DEBT

Water Revenue Debt

The City has water revenue debt paid solely from the net revenues of the Water Utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 9/22/15</u>
2/15	\$76,325,000	Water Revenue Bonds (SRF)	6/37	\$15,485,863 ¹⁾

1) Preliminary; subject to change based on final project costs. The City has drawn \$15,485,863 as of the date of this Preliminary Official Statement.

Sewer Revenue Debt

The City has sewer revenue debt paid solely from the net revenues of the Sewer Utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 9/22/15</u>
11/12	\$3,121,000	Sewer Revenue Bonds (SRF)	6/33	\$2,210,250 ¹⁾
4/14	375,000	Planning and Design Loan (SRF)	4/17	<u>0</u> ²⁾

Total \$2,210,250

1) Preliminary; subject to change based on final project costs. The City has drawn \$2,469,250 as of the date of this Preliminary Official Statement.

2) The City has drawn \$0 as of the date of this Preliminary Official Statement.

Hospital Revenue Debt ¹⁾

The City has hospital revenue debt paid solely from the net revenues of Mary Greeley Medical Center as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 9/22/15</u>
10/11	\$65,000,000	Mary Greeley Medical Center	6/36	\$63,560,000
11/12	26,000,000	Mary Greeley Medical Center & Refunding	6/27	<u>19,945,000</u>

Total \$83,505,000

1) Excludes an electronic health records software note payable in the amount of \$122,260.

OVERLAPPING DEBT

<u>Taxing District</u>	<u>1/1/2014 Taxable Valuation</u> ¹⁾	<u>Valuation Within the City</u>	<u>Percent Applicable</u>	<u>G.O. Debt</u> ²⁾	<u>City's Proportionate Share</u>
Story County	\$4,133,480,199	\$2,448,665,411	59.24%	\$3,130,000	\$1,854,212
Ames CSD	2,268,984,601	2,221,460,327	97.91%	37,140,000	36,363,774
Gilbert CSD	430,567,087	215,508,171	50.05%	19,875,000	9,947,438
Nevada CSD	441,990,797	445,914	0.10%	7,755,000	7,755
United CSD	251,886,280	11,250,999	4.47%	0	0
DMACC	40,089,928,553	2,448,665,411	6.11%	89,990,000	<u>5,498,389</u>
City's share of total overlapping debt:					\$53,671,568

- 1) Taxable Valuation excludes military exemption and includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$3,793,802,326)</u> ¹⁾	<u>Debt/58,965 Population</u> ²⁾
Total General Obligation Debt	\$78,645,000*	2.07%*	\$1,333.76*
City's Share of Overlapping Debt	\$53,671,568	1.41%	\$910.23

- 1) Based on the City's 1/1/2014 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
 2) Population based on the City's 2010 U.S. Census.

* Preliminary; subject to change.

LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2011-12	\$23,516,201	\$23,178,276	98.56%
2012-13	24,018,714	23,540,944	98.01%
2013-14	25,261,403	24,795,918	98.16%
2014-15	25,557,159	-----In Process of Collection ¹⁾ -----	
2015-16	26,000,394	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

- 1) FY 2014-15 collections were not available as of the date of this Preliminary Official Statement.

Source: Story County and the City's June 30, 2014 Comprehensive Annual Financial Report.

TAX RATES

	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Story County	5.49074	5.52837	5.50349	5.38990	5.68249
Story County Hospital	0.42050	0.57240	0.58000	0.58000	0.58000
County Ag. Extension	0.08340	0.08100	0.07196	0.08157	0.08447
City of Ames	10.84365	10.72125	10.85779	10.85538	10.62937
City Assessor	0.35075	0.39685	0.34391	0.33992	0.37804
Ames Comm. School District	14.51772	14.47262	14.34904	14.34759	14.20276
Gilbert Comm. School District	19.98282	17.98747	17.47825	17.71795	17.83972
Nevada Comm. School District	15.61389	15.61527	15.71000	16.75171	16.80944
United Comm. School District	11.72302	13.77425	12.01788	10.16705	8.51849
Des Moines Area Comm. College	0.59018	0.58466	0.58466	0.65724	0.67574
State of Iowa	<u>0.00320</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>	<u>0.00330</u>
Total Tax Rate:					
Ames CSD Resident	32.30014	32.36045	32.29415	32.25490	32.23617
Gilbert CSD Resident	37.76524	35.87530	35.42336	35.62526	35.87313
Nevada CSD Resident	33.39631	33.50310	33.65511	34.65902	34.84285
United CSD Resident	29.50544	31.66208	29.96299	28.07436	26.55190

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies, which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$5.77474 for FY 2015-16, and the City has levied no emergency levy. The City has certified special purpose levies outside of the above described levy limits as follows: \$0.71216 for police and fire retirement and \$0.65200 for the operation and maintenance of a public transit system. Debt service levies are not limited.

FUNDS ON HAND (CASH AND INVESTMENTS AS OF JUNE 30, 2015)

Governmental	
General Fund	\$9,840,488
Debt Service Fund	597,528
Capital Projects Fund	13,186,850
Other Governmental Funds	16,995,178
Business-type	
Mary Greeley Medical Center	227,355,558
Electric Utility	38,216,008
Sewer Utility	7,143,579
Water Utility	15,399,181
Other Enterprise Funds	9,474,972
Internal Service Funds	<u>16,376,934</u>
Total all funds	\$354,586,276

GENERAL FUND BUDGETS (ACCRUAL BASIS)

The table below represents a comparison between the final FY 2013-14 actual financial performance, the amended FY 2014-15 budget and the adopted FY 2015-16 budget on an accrual basis.

	<u>Actual FY 2013-14</u>	<u>Amended FY 2014-15</u>	<u>Adopted FY 2015-16</u>
Revenues:			
Property taxes	\$15,073,130	\$15,236,592	\$15,682,987
Other City taxes	1,895,619	1,809,787	1,828,772
Licenses and permits	1,899,285	1,417,449	1,449,125
Use of money and property	478,323	426,407	417,729
Intergovernmental	325,824	693,782	1,092,735
Charges for fees and services	3,332,845	3,682,680	3,831,205
Miscellaneous	382,609	141,892	149,426
Transfers in	8,171,120	9,237,294	8,822,639
Proceeds of Capital Asset Sales	<u>0</u>	<u>500</u>	<u>500</u>
Total revenues	\$31,558,755	\$32,646,383	\$33,275,118
Expenditures:			
Public safety	\$15,721,086	\$16,717,447	\$17,258,057
Public works	983,617	964,199	1,120,252
Health and social services	0	0	0
Culture and recreation	6,675,071	7,258,647	7,431,641
Community & economic development	706,529	1,312,879	1,030,949
General government	2,218,031	2,584,662	2,367,903
Capital projects	343,571	2,316,998	0
Transfers out	<u>3,881,731</u>	<u>3,881,522</u>	<u>4,066,316</u>
Total expenditures	\$30,529,636	\$35,036,354	\$33,275,118
Excess (deficiency) of revenues over (under) expenditures	\$1,029,119	(\$2,389,971)	\$ 0
Fund balance at beginning of year	\$8,960,988	\$9,990,107	\$7,600,136
Fund balance at end of year	\$9,990,107	\$7,600,136	\$7,600,136

THE CITY

CITY GOVERNMENT

The City of Ames, Iowa (the “City”) is governed under and operates under a Mayor-Council form of government with a City Manager. The principle of this type of government is that the Council sets policy and the City Manager carries it out. The six members of the Council are elected for staggered four-year terms. One member is elected from each of the four wards and two are elected at large. The Council appoints the City Manager as well as the City Attorney. The City Manager is the chief administrative officer of the City. The Mayor is elected for a four-year term, presides at council meetings and appoints members of various City boards, commissions and committees with the approval of the Council.

EMPLOYEES AND PENSIONS

The City has 1,306 full-time employees of which 490 are governmental employees and 816 are employees of the Mary Greeley Medical Center and 1,207 part-time employees (including seasonal employees) of which 736 are governmental employees and 471 are employees of the Mary Greeley Medical Center. Included in the City’s full-time employees are 51 sworn police officers and 55 firefighters.

The City contributes to the Iowa Public Employees Retirement System (“IPERS”), a cost sharing multiple-employer public employees’ retirement system designed as a supplement to Social Security. The pension plan provides retirement and death benefits, which are established by State statute. The City is current in its obligation to IPERS, which has been as follows: \$6,211,558 in FY 2011-12, \$6,862,042 in FY 2012-13 and \$7,203,057 in FY 2013-14.

The City also contributes to the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”), a benefit plan administered by a Board of Trustees. MFPRSI provides retirement, disability and death benefits that are established by State statute to plan members and beneficiaries. Plan members are required to contribute 9.4% of their earnable compensation and the City’s contribution rate is 30.41% of earnable compensation. The City is current in its obligation to MFPRSI, which has been as follows: \$1,630,807 in FY 2011-12, \$1,758,163 in FY 2012-13 and \$2,064,780 in FY 2013-14.

UNION CONTRACTS

City employees are represented by the following five bargaining units:

<u>Bargaining Unit</u>	<u>Contract Expiration Date</u>
International Association of Firefighters	June 30, 2016
Public, Professional and Maintenance Employees	June 30, 2016
International Brotherhood of Electrical Workers	June 30, 2016
International Union of Operating Engineers (Local 234C)	June 30, 2016
International Union of Operating Engineers (Local 234D)	June 30, 2016

OTHER POST EMPLOYMENT BENEFITS

Plan description: The City and hospital provide health and dental care benefits for retired employees and their beneficiaries through a single-employer, defined benefit plan. The hospital also provides a life insurance benefit. The City has the authority to establish and amend benefit provisions of the plan. The post employment benefit is limited to the implied subsidy since retirees pay one hundred percent of the premium for the insurance benefits, since the premium rates are based on the entire pool of covered members, the retirees receive an implied subsidy since their rates are not risk adjusted.

Funding policy: Participants must be at least 55 years old, have been employed by the City for the preceding four years, and be enrolled in a sponsored insurance plan at the time of retirement. Benefits terminate upon attaining Medicare eligibility. The contribution requirements of the City are established and may be amended by the City. Plan members are currently not required to contribute. The City funds on a pay-as-you go basis.

Annual OPEB cost and net OPEB obligation: The net OPEB obligation as of June 30, 2014, is determined as follows:

	<u>City</u>	<u>Medical Center</u>	<u>Total</u>
Annual required contribution	\$254,000	\$465,640	\$719,640
Interest on net OPEB obligation	23,000	132,231	155,231
Adjustment to annual required contribution	<u>(20,000)</u>	<u>(105,975)</u>	<u>(125,975)</u>
Annual OPEB cost/expense	\$257,000	\$491,896	\$748,896
Contributions and payments made	<u>73,597</u>	<u>(174,998)</u>	<u>(101,401)</u>
Increase (decrease) in net OPEB obligation	\$330,597	\$316,898	\$647,495
Net OPEB obligation, July 1, 2012	<u>\$822,976</u>	<u>\$2,644,625</u>	<u>\$3,467,601</u>
Net OPEB obligation, June 30, 2013	<u>\$1,153,573</u>	<u>\$2,961,523</u>	<u>\$4,115,096</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal years 2012, 2013 and 2014:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>% of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2012	\$572,142	85.89%	\$2,936,089
June 30, 2013	\$661,229	19.62%	\$3,467,601
June 30, 2014	\$748,896	13.54%	\$4,115,096

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. A schedule of funding progress is required to be presented as supplementary information following the notes to the financial statements.

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INSURANCE

The City's insurance coverage is as follows:

<u>Type of Insurance</u>	<u>All Limits</u>
General Liability	\$15,000,000
Auto Liability	\$15,000,000
Wrongful Acts	\$15,000,000
Excess (over all other coverage except Iowa liquor liability)	\$15,000,000
Law Enforcement	\$15,000,000
Public Official	\$15,000,000
Employee Benefit	\$1,000,000
Medical Malpractice	\$15,000,000
Underinsured Motorist	\$1,000,000
Uninsured Motorist	\$1,000,000
Commercial Property	
Commercial Property & Boiler and Machinery, Power Generation related	\$200,000,000
Municipal Properties & Boiler and Machinery, Non-Power Generation	\$156,866,000
Terrorism – TRIA (Federally defined terrorist acts)	Included in both of above
Commercial Property Flood Insurance	
Non-flood Plain Facilities (power generation)	\$100,000,000
Non-flood Plain Facilities (non-power)	\$25,000,000
Flood Plain Facilities:	
Transit	\$6,000,000
Water Pollution Control	\$6,000,000
Airport	\$7,500,000
All Other	\$1,000,000
Airport Liability	\$3,000,000

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City is located in Story County in central Iowa. It is approximately thirty miles north of Des Moines, Iowa, the State capital and largest city in the state. The City is located on Interstate Highways 35 and 30. The City was incorporated in 1864 under the laws of the State of Iowa, later amended in July, 1975 under the Home Rule City Act.

The City, with a United States Census Bureau 2010 population of 58,965, is known for its excellent quality of life which includes a relatively crime-free environment, an extensive park system, superior cultural/recreations facilities and a nationally recognized school system. The City is the home of Iowa State University (“ISU”). ISU was established in 1859 and is an integral part of the community.

The City operates a mass transit system to provide efficient and economical transportation to all members of the community. A fixed routing service is available on a daily basis to most residents and a Dial-A-Ride service is available for elderly or handicapped residents. The City operates a municipal airport, which handles primarily charter services. National air service is available at the Des Moines International Airport, approximately thirty miles south of the City. The City is also provided freight services through the Union Pacific Railroad line.

LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u> ¹⁾
Iowa State University	Higher Education	15,695
Mary Greeley Medical Center	Health Care	1,287
City of Ames	Municipal Government	1,226
Iowa Department of Transportation	Public Transportation	920
McFarland Clinic, P.C.	Health Care	910
Hy-Vee Food Stores	Grocery	790
Ames Community School District	Education	679
Sauer-Danfoss Company	Hydro-Transmissions	650
Wal-Mart	Retail	435
Ames Laboratories	Research	432
Workiva ²⁾	Software	430
AG. Research	Research	400
3M Company	Manufacturing	390
National Veterinary Service Lab	USDA Veterinary Research	380
Hach Company	Water Analysis Equipment	308
National Animal Disease Center	USDA Research	230

1) Includes full-time, part-time and seasonal employees.

2) Formerly WebFilings.

Source: The City and phone interviews conducted in July 2015.

BUILDING PERMITS

Permits for the City are reported on a calendar year basis. City officials reported most recently available construction activity for a portion of the current calendar year, as of June 30, 2015. The figures below include both new construction and remodeling.

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Residential Construction:</u>					
Number of units:	451	444	481	431	237
Valuation:	\$19,710,497	\$25,601,674	\$39,099,306	\$31,397,178	\$19,115,691
<u>Commercial Construction:</u>					
Number of units:	224	233	191	231	92
Valuation:	\$59,896,534	\$140,814,521	\$90,990,275	\$194,854,793	\$103,595,588
Total Permits	675	677	672	662	329
Total Valuations	\$79,607,031	\$166,416,195	\$130,089,581	\$226,251,971	\$122,711,279

U.S. CENSUS DATA

Population Trend

1980 U.S. Census	43,775
1990 U.S. Census	47,198
2000 U.S. Census	50,731
2010 U.S. Census	58,965

Source: U.S. Census Bureau website.

UNEMPLOYMENT RATES

		<u>City of Ames</u>	<u>Story County</u>	<u>State of Iowa</u>
Annual Averages:	2011	4.0%	3.9%	5.6%
	2012	3.6%	3.6%	5.0%
	2013	3.2%	3.3%	4.8%
	2014	2.7%	2.9%	4.4%
	2015 (Jan. – Jun)	2.1%	2.5%	4.0%

Source: Iowa Workforce Development Center website.

EDUCATION

Public education is provided by the Ames Community School District, with a certified enrollment for the 2015-16 school year of 4,171. The district, with approximately 679 employees, owns and operates one early childhood center, five elementary schools, one middle school and one high school. Nevada Community School District, Gilbert Community School District and United Community School District all lie partially within the City and provide public education to portions of the City.

The Iowa State University (“ISU”) 2014 fall enrollment was 34,732. ISU is the City’s largest employer with faculty and staff totaling approximately 15,695, including teaching assistants and hourly part-time employees. ISU, in addition to its educational function, is a leading agricultural research and experimental institution.

The Iowa State Center, which is the cultural and athletic center of ISU and City, is a complex of five structures, all completed since 1969. It consists of two theaters, a football stadium, a coliseum and a continuing education building which attract major athletic, dramatic and musical events, as well as seminars and conferences to the City.

In addition to ISU located in the City, the following institutions provide higher education within 30 miles of the City: Des Moines Area Community College, Upper Iowa University, Simpson College, Hamilton College, Grand View College and Drake University.

FINANCIAL SERVICES

Financial services for the residents of the City are provided by First National Bank Ames, Iowa and VisionBank of Iowa, formerly known as Ames Community Bank, Ames, Iowa. In addition, the City is served by branch offices of Bank of the West, Bankers Trust Company, CoBank ACB, Exchange State Bank, Great Western, First American Bank, First Federal Savings Bank of Iowa, Midwest Heritage Bank, F.S.B., US Bank, N.A., Great Southern Bank and Wells Fargo Bank as well as by several credit unions.

First National Bank and VisionBank of Iowa report the following deposits as of June 30th for each year:

<u>Year</u>	<u>First National Bank</u>	<u>VisionBank of Iowa¹⁾</u>
2011	\$427,328,000	\$356,457,000
2012	471,076,000	342,594,000
2013	518,068,000	318,316,000
2014	493,613,000	331,845,000
2015 ²⁾	573,844,000	313,938,000

1) Formerly Ames Community Bank.

2) Information as of March 31, 2015. June 30, 2015 statistics were not available as of the time of this Preliminary Official Statement.

Source: Federal Deposit Insurance Corporation (FDIC) website.

FINANCIAL STATEMENTS

The City’s June 30, 2014 Comprehensive Annual Financial Report, as prepared by City management and audited by a certified public accountant, is reproduced as APPENDIX B. The City’s certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Comprehensive Annual Financial Report may be obtained from Public Financial Management, Inc.

APPENDIX A

FORM OF LEGAL OPINION

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[Form of Bond Counsel Opinion]

We hereby certify that we have examined certified copies of the proceedings (the “Proceedings”) of the City Council of the City of Ames (the “Issuer”), in Story County, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the “Bonds”) in the amount of \$20,085,000*, dated September 22, 2015, in the denomination of \$5,000 each, or any integral multiple thereof, in accordance with a loan agreement dated as of September 22, 2015 (the “Loan Agreement”), and pursuant to a resolution adopted by the Issuer on September 8, 2015 (the “Resolution”). The Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually, commencing June 1, 2016, at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2016	\$2,260,000	_____%	2026	\$1,340,000	_____%
2017	\$2,575,000	_____%	2027	\$1,380,000	_____%
2018	\$2,670,000	_____%	2028	\$50,000	_____%
2019	\$2,155,000	_____%	2029	\$55,000	_____%
2020	\$1,130,000	_____%	2030	\$55,000	_____%
2021	\$1,155,000	_____%	2031	\$55,000	_____%
2022	\$1,195,000	_____%	2032	\$60,000	_____%
2023	\$1,215,000	_____%	2033	\$60,000	_____%
2024	\$1,250,000	_____%	2034	\$65,000	_____%
2025	\$1,295,000	_____%	2025	\$65,000	_____%

but the Bonds maturing in each of the years 2024 to 2035, inclusive, are subject to redemption prior to maturity on June 1, 2023 or any date thereafter, upon terms of par and accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.
2. The Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.
3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
4. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes

and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

*Preliminary, subject to change

APPENDIX B

JUNE 30, 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT

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APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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[Form of]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Ames, Iowa (the “Issuer”), in connection with the issuance of \$20,085,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the “Bonds”), dated September 22, 2015. The Bonds are being issued pursuant to a resolution of the Issuer approved on September 8, 2015 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1900 Duke Street, Suite 600, Alexandria, VA 22314.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2014-2015 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Direct Debt
Property Valuations
Levies and Tax Collections
Larger Taxpayers
Trend of Valuations
Tax Rates

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause

Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or

including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: September 22, 2015

CITY OF AMES, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

OFFICIAL BID FORM

To: City Council of
City of Ames, Iowa

Sale Date: August 25, 2015
11:00 o'clock A.M., CT

RE: \$20,085,000* General Obligation Corporate Purpose and Refunding Bonds, Series 2015A (the "Bonds")

For all or none of the above Bonds, in accordance with the TERMS OF OFFERING, we will pay you \$_____ (not less than \$19,895,595) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Re-Offering</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Re-Offering</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Re-Offering</u>
_____	2016	_____	_____	2023	_____	_____	2030	_____
_____	2017	_____	_____	2024	_____	_____	2031	_____
_____	2018	_____	_____	2025	_____	_____	2032	_____
_____	2019	_____	_____	2026	_____	_____	2033	_____
_____	2020	_____	_____	2027	_____	_____	2034	_____
_____	2021	_____	_____	2028	_____	_____	2035	_____
_____	2022	_____	_____	2029	_____	_____		_____

* Preliminary; subject to change. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$21,345,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated August 11, 2015. In the event of failure to deliver the Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission. Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$ _____

TRUE INTEREST COST: _____% (Based on dated date of September 22, 2015)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Ames, Iowa this 25th day of August, 2015.

Attest: _____ By: _____

Title: _____ Title: _____

COUNCIL ACTION FORM

SUBJECT: CY STATUE DONATIONS AND AGREEMENTS

BACKGROUND:

In conjunction with the celebration of the Ames Sesquicentennial in 2014, the CyclONE City group placed life-sized Iowa State University mascot "Cy" statues throughout the community. The City entered into an agreement with the Chamber of Commerce to allow the temporary placement of the statues on City property. The City was approached by the Ames Police Benefit Association (APBA) and the Chamber of Commerce to keep the Police statue near City Hall and to allow the statue at Kellogg Avenue and Main Street to remain in place.

The issue was taken to the Public Art Commission, and it declined to take the pieces into the collection, but had no issue if the City would allow the pieces to be permanently displayed. **After some discussion, the APBA offered to donate the piece to the City of Ames. It also agreed to do all maintenance of the piece, including cleaning, damages, repairing vandalism, etc., if it was entitled to the right of first refusal on ownership if the City ever wishes to have the statue removed or relocated away from the Police entrance. The Chamber signed an agreement consistent with an encroachment permit for the statue at Kellogg Avenue and Main Street, meaning it would be responsible for insurance and maintenance of the statue. A separate agreement was used instead of typical encroachment so the maintenance of the piece could be specifically stated. It also submitted a letter offering to donate the Cy statue at Inis Grove Park to the City. If the City accepts the statue, there is no requirement to have the statue stay in that location, so the City will have the opportunity to move it where it sees fit.**

ALTERNATIVES:

1. a) Approve the attached agreement with the Ames Police Benefit Association for the permanent placement of a Cy statue on City property.

b) Approve the attached agreement with the Chamber of Commerce for the permanent placement of a Cy statue on City property.

c) Accept the donation of the Cy statue currently located at Inis Grove Park
2. Do not approve one, or all, of the agreements or accept the donation.

MANAGER'S RECOMMENDED ACTION:

These agreements will allow the two statues to remain in place from a successful campaign by CyclONE City. The City will also receive a Cy statue to display.

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

**AGREEMENT FOR AMES POLICE BENEFIT ASSOACTION DONATION OF
POLICE CY STATUE TO THE CITY OF AMES**

THIS AGREEMENT, effective ____ day of _____, 2015, made and entered into by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and AMES POLICE BENEFIT ASSOCIATION, a non-profit organization, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "APBA");

WITNESSETH THAT:

WHEREAS, APBA has determined that it desires to donate the life-sized Iowa State University mascot "Cy" statue dressed as a police officer (hereinafter "statue") to the City. The current location of the statue is outside the north police department entrance of City Hall (hereinafter "permanent location");

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

1. Purpose. The purpose of this Agreement is to transfer ownership of the statue from APBA to the City and to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto regarding the placement, liability, and maintenance of the statue.
2. Responsibilities.
 - a. The City shall be responsible for the following:
 - i. The City shall accept the donation of the statue and maintain the statue's permanent location.
 - ii. The City shall maintain comprehensive general liability coverage and extend that coverage to the statue.
 - b. The APBA shall be responsible for the following:
 - i. The APBA shall provide for maintenance of the pad and statue including, but not limited to, repairing any damages, cleaning any vandalism, etc.
 - ii. The APBA shall be responsible for pad and statue removal, should the statue be transferred back to APBA upon termination of this Agreement.
 - iii. The APBA shall be responsible for restoration of the sites at all locations if the pad and statue are removed.
3. Insurance. The City shall maintain a comprehensive general insurance policy which extends coverage to the statue. The policy shall remain in full force and effect during the life of this agreement.

4. Liability. The City does hereby covenants and agrees to indemnify and hold harmless the APBA, its officers and members, against any loss or liability whatsoever, including attorney's fees, pertaining to any and all claims whatsoever made by any and all persons whomsoever, resulting from or arising out of the location and maintenance of the statue.
5. Governing Law. This contract is governed by the laws of the State of Iowa with venue in Story County District Court.
6. Assignment. This Agreement may not be assigned or transferred by the APBA without the prior written consent of the City.
7. Termination. This Agreement may be terminated upon mutual agreement of the parties.
8. First Right of Refusal. In the event the City decides to remove or relocate the statue, APBA shall have the first right of refusal to regain ownership of the statue.
9. Duration. This Agreement shall be in full force and effect from the date of the Agreement until such time that the statue is removed from the permanent location.

IN WITNESS WHEREOF, the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

AMES CHAMBER OF COMMERCE

By: _____
 Mayor Ann Campbell

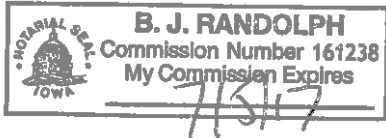
By: *[Signature]*
 Eric Snyder, President

Attest: _____
 Diane Voss, City Clerk

By: *[Signature]*
 Chad Lovig, Vice President

STATE OF IOWA, COUNTY OF STORY, ss:
 On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2015, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

 Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF STORY, ss:
 This instrument was acknowledged before me on July 23, 2015, by Eric Snyder and Chad Lovig, as President and Vice President, respectively, of Ames Police Benefit Association.
[Signature]
 Notary Public in and for the State of Iowa




Smart Choice

August 5, 2015

City of Ames
515 Clark Avenue
Ames, IA 50010

RE: Donation of CyclONE City Statue titled "Celebrating 150 Years of Town and Gown" to City of Ames
Presented as a Sesquicentennial Anniversary Gift by the Ames Chamber of Commerce

Dear City of Ames,

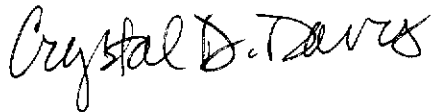
On behalf of the Ames Chamber of Commerce and the Leadership Ames Class of 27, we proudly present to the City of Ames, the "Celebrating 150 Years of Town and Gown" CyclONE City statue, as a commemorative gift celebrating the Sesquicentennial of Ames. This statue is currently located in Inis Grove Park.

As part of this donation to the City of Ames, the Ames Chamber of Commerce will take responsibility for:

- maintenance and repairs to the statue, including paint touch ups, as needed
- maintenance and repairs to the cement statue pad as needed
- costs and labor associated with removal of the cement pad and statue as deemed necessary in the future

Thank you for your continued support and partnership with the Ames Chamber of Commerce and the Leadership Ames program.

Thank you,



Crystal D. Davis
Executive Vice President, Ames Chamber of Commerce
Lead Staff for Leadership Ames

ENCROACHMENT PERMIT AGREEMENT
(304 Main Street, Ames, Iowa 50010)

IT IS AGREED between the Ames Chamber of Commerce (hereinafter "Chamber") and the City of Ames, Iowa (hereinafter "City"), that:


1. With respect to the Cy Statue located in the right-of-way of the above listed address and more fully detailed on the attachment, which by this reference is made a part hereof, for which an Encroachment Permit under Section 22.3 of the *Municipal Code* of Ames may be issued, the Chamber does hereby covenant and agree to indemnify and hold harmless the City, its officers and employees, against any loss or liability whatsoever, including attorney's fees, pertaining to any and all claims whatsoever made by any and all persons whomsoever, resulting from or arising out of the location and maintenance of said encroachment.
2. There shall be maintained in effect by the Chamber, for the period of the encroachment, comprehensive general liability insurance coverage in an amount of not less than \$500,000 combined single limit. Said certificate must be accompanied with a copy of Endorsement CG 2013, naming the City of Ames and its employees and assigns, as an additional insured on the policy. The certificate must be on file in the Office of the City Clerk, City of Ames, before a permit shall be issued.
3. The Chamber shall be responsible for (1) maintenance of the pad and statue, including, but not limited to, repairing any damages, cleaning any vandalism, etc; (2) pad and statue removal shall the Cy Statue ever be removed from the site; and (3) restoration of the site if the pad and statue are removed.
4. It is expressly understood and agreed that nothing herein contained shall be deemed a waiver or exemption from any ordinances or amendments thereto enacted by the City of Ames; and, that the City may require the Chamber, after notice and an opportunity for hearing, to remove said encroachment for any legitimate reason.
5. This Covenant and Agreement shall run with the land and be binding upon the successors and assignees of the parties hereto. The Chamber shall notify the City Clerk at the time that the encroachments cease to exist.

Dated this _____ day of _____, 2015

CITY OF AMES, IOWA
515 CLARK AVENUE

By: _____
Ann H. Campbell, Mayor

AMES CHAMBER OF COMMERCE
304 MAIN STREET

By: 
Dan Culhane, President and CEO

Attest: _____
Diane Voss

COUNCIL ACTION FORM

SUBJECT: REALLOCATION OF REMAINING 2013/14 FIRE DEPARTMENT CAPITAL IMPROVEMENT FUNDS

BACKGROUND:

In the early morning of June 7th, 2015, a small tornado (per the Iowa Weather Service) briefly touched down in the area of South Duff and Airport Rd, causing severe damage to all three apparatus bay doors to Fire Station #3 and minor metal flashing damage to the roof. Professional repair personnel have recommended complete replacement of the three apparatus bay doors. Total cost estimates to the metal flashing repairs and replacement of bay doors are approximately \$15,000. Staff is currently pursuing insurance reimbursement through the City's Risk Manager, but after deductible, total reimbursement is likely to cover only a small percentage of the repairs.

In early 2013, City Council authorized \$53,270 to a Capital Improvements Plan for fire station Improvements. These funds were dedicated to repairs and maintenance projects to all three fire stations, including remodeling of the kitchen and office areas at Station #1 (1300 Burnett), installation of iron fencing at Station #2 (132 Welch), and truck room floor painting, and sidewalk/driveway repairs at Station #3 (2400 S. Duff).

Work was completed at both Station #1 and #2. However for Station #3, truck room floor painting is no longer needed and Public Works personnel have recommended much larger long term sidewalk/driveway repairs that should be deferred for several years. This leaves an available balance of \$14,888 in the CIP for fire station improvements. **Staff is recommending that the remaining \$14,888 from the 2013/14 CIP be reallocated to cover the cost of replacing the apparatus bay doors at Fire Station #3.**

ALTERNATIVES:

1. Approve the reallocation of remaining FY 2013/14 Capital Improvement Program funds designated for fire station improvements for new apparatus bay doors and metal roof flashing repairs at Fire Station #3.
2. Approve funding for these repairs from the General Fund Contingency Account.
2. Deny the reallocation of remaining 2013/14 Capital Improvement Funds for Fire Station #3 repairs.

MANAGER'S RECOMMENDED ACTION:

The approved FY 2013/14 Capital Improvement Plan included funds for fire station improvements. The remaining \$14,888 available from this project, if reallocated, could cover nearly all of the necessary costs for repairs associated with the tornado damage caused at Fire Station #3.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving reallocation of remaining FY 2013/14 Capital Improvement Program funds for new apparatus bay doors and metal roof flashing repairs at Fire Station #3.

COUNCIL ACTION FORM

SUBJECT: PARKING LOT P (308 5TH STREET) – REDUCTION IN LEASED PARKING SPACES

BACKGROUND:

On July 1, 2012, Youth and Shelter Services (YSS) entered into an agreement with the City of Ames to lease sixteen (16) parking spaces in the Municipal Parking Lot #P located at 308 5th Street at the rate of \$20 per month per parking space.

As part of the conversion of the downtown electrical system from 4 kV to 13.8 kV, Electric Services needs to place new transformers at select locations in the downtown area. One of these locations is near YSS. Beginning on April 1, 2015, Ames Electric Services intends to permanently occupy one parking space in the southeast corner of City Parking Lot #P by placing a utility transformer in the space. This will result in the reduction in the number of leased spaces in the parking lot by one (1).

Youth and Shelter Services was notified January 27, 2014 that the parking space would need to be vacated at an unspecified date in the future.

ALTERNATIVES:

1. Amend the agreement with YSS to reduce the number of leased parking spaces in Municipal Parking Lot #P by one (1) space. The remainder of the agreement terms will remain in place.
2. Reject the proposal to amend the agreement and direct the utility to find another location to place the utility transformer.

MANAGER'S RECOMMENDED ACTION:

Placement of the utility transformer on City-owned property allows the utility to maintain the electric system in the downtown area without having to impede on private property.

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

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

Prepared by: Jessica D. Spoden, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; (515-239-5146)
Return recorded document to: City Clerk, City of Ames, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

**FIRST AMENDMENT TO LAND LEASE
PARKING LOT P**

THIS FIRST AMENDMENT TO THE LAND LEASE AGREEMENT is made and entered into effective the ____ day of _____, 2015, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Youth and Shelter Services, hereinafter referred to as Lessee.

This First Amendment hereby amends the Land Lease recorded August 16, 2012, as Instrument No. 2012-09317 (hereinafter "Land Lease") by reducing the number of parking spaces to be rented by Lessee.

WHEREAS, the City has reduced the size of the rented parking Lot #P by one space for the purpose of placing an electric transformer in the southeast corner.

THEREFORE, in consideration of the rents and agreements contained in the Land Lease agreement, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the following described real estate situated in Ames, Story County, Iowa, to-wit:

City Lot #P, except one (1) parking space in the southeast corner of the lot, at 308 5th Street, Ames, IA, 50010, as shown on the attached Exhibit "A."

WHEREAS, all other terms of the Land Lease shall remain in full force and effect until the expiration or termination of the Land Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor

Attest: _____
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell, Mayor, and Diane R. Voss, City Clerk, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

YOUTH AND SHELTER SERVICES, INC.

By: _____
Rosa Unal, Chair

By: _____
Michael Phillips, Secretary/Treasurer

STATE OF IOWA, COUNTY OF STORY, ss:

This instrument was acknowledged before me on this _____ day of _____, 2015, by Rosa Unal and Michael Phillips, as Chair and Secretary/Treasurer, respectively, of said corporation.

Notary Public in and for the State of Iowa

ITEM # 17
DATE: 8-11-15

COUNCIL ACTION FORM

SUBJECT: **ADDITIONAL REQUESTS FOR “MUSICWALK”**

BACKGROUND:

At the July 28, 2015, City Council meeting, the City Council approved requests from the Main Street Cultural District (MSCD) regarding MusicWalk, which will be held Thursday, September 3. Subsequent to that request being approved, organizers received a request to close three additional parking spaces during the event, which will be used for a band.

The spaces (98.4, 99.4, and 100.4) are in the 300 block of Main Street and will be closed from 5:00 p.m. to 8:00 p.m. MSCD additionally requests that parking fees be waived (a loss of \$0.75 to the Parking Fund), bringing the total parking fee waiver to \$354.15.

ALTERNATIVES:

1. Approve the closure of three additional parking spaces for MusicWalk as requested by the Main Street Cultural District, including the waiver of parking fees.
2. Do not approve the requests.

MANAGER'S RECOMMENDED ACTION:

This additional parking closure will allow Main Street Cultural District to enhance the entertainment for MusicWalk. The City Council has already approved the initial requests from MSCD for this event.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the closure of three additional parking spaces for MusicWalk as requested by the Main Street Cultural District, including the waiver of parking fees.



August 5, 2015

Honorable Mayor Campbell and City Council
Ames City Hall
515 Clark Avenue
Ames, IA 50010

RE: Music Walk 2015

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District is planning to hold the Main Street Music Walk on Thursday September 3rd from 5 to 8 pm. Information about the event can be found on the Special Event Application we previously submitted. In addition to what we have already been approved for, we would like to request the closure of three additional parking spaces in front of The Salon in the 300 block of Main and a waiver of fees for the parking meter fees. The spaces are marked on the meters at 98.4, 99.4, and 100.4.

Thank you for your consideration of this request and continued support of the Main Street Cultural District. We look forward to seeing you on September 3rd in downtown Ames.

Sincerely,

Cindy Hicks
Executive Director
Main Street Cultural District

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT TO FURNISH 15 KV SWITCHGEARS FOR THE ELECTRIC SERVICES DEPARTMENT

BACKGROUND:

This bid is for the purchase of four 15 kV switchgears will replenish inventory for the Electric Services Department. These switchgears are kept on hand in order to ensure availability of 15 kV switchgears and to replace failed 15 kV switchgears quickly. It is also necessary to meet the anticipated needs of the Electric Services Department for new construction and maintenance.

On July 17, 2015, the bid documents were issued to thirty-three companies. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage, and it was also sent to one planroom.

On July 29, 2015, five bids were received as shown below:

BIDDER	BID AMOUNT
Power Line Supply Williamsburg, IA	\$59,492.00
RESCO Ankeny, IA	\$59,788.82
Fletcher-Reinhardt Co. Cedar Rapids, IA	\$61,679.08
WESCO Distribution Des Moines, IA	\$62,333.06
Irby Utilities Eagan, MN	\$62,916.00

Staff has reviewed the bids and concluded that the apparent low bid submitted by Power Line Supply, Williamsburg, IA, in the amount of \$59,492.00 (inclusive of Iowa sales tax) is acceptable.

In the case of equipment purchased for inventory, there is no specific budget line associated with it. When a project requiring switchgear is implemented, the cost of the switchgear will be billed to the project budget.

ALTERNATIVES:

1. Award a contract to Power Line Supply, Williamsburg, Iowa, for the purchase of four 15kV switchgears, in the amount of \$59,492.00 (inclusive of Iowa sales tax).

2. Reject all bids and attempt to purchase 15 kV switchgears on an as needed basis.

MANAGER'S RECOMMENDED ACTION:

It is important to purchase 15 kV switchgears at the lowest possible cost with minimal risk to the City. It is also imperative to have 15 kV switchgears on hand and available to meet customer needs. 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 VALVE MAINTENANCE SERVICES CONTRACT

BACKGROUND:

On March 24, 2015, City Council approved preliminary plans and specifications for the Valve Maintenance, Related Services and Supplies Contract for Power Plant. The Electric Utility's two coal-fired, high-pressure steam generation units in the City's 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. 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.

Due to these operational conditions, numerous valves are used to operate the Power Plant. These include isolation, control, check, relief and safety valves, which must be professionally repaired, tested, installed, replaced and maintained. Specially trained personnel perform this work.

This contract is to provide valve maintenance services for the period from award date through June 30, 2016. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Bid documents were issued to nineteen companies. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published in the Ames Tribune. The bid was also sent to one plan room.

On April 21, 2015, bids were received from four companies as shown on the attached report.

Allied Valve, Inc. – The bid submitted by Allied Valve was determined to be **non-responsive** because a bid bond was not included with its bid. This is a mandatory requirement.

Furmanite America, Inc. – Staff contacted Furmanite America, Inc. to obtain additional clarifications on the bid they submitted. This vendor notified staff that they misunderstood the intent of the bid and stated that they will not be able to support this contract with a local resource able to meet the four hour callout requirement. This is a critical requirement of the contract. As a result, staff has determined that this bid is **non-responsive**.

Pioneer Industrial Corporation - During the evaluation, staff contacted several references submitted with the bid and had some concerns based on what they learned. One reference told staff that Pioneer performed poorly at their last overhaul. This reference stated that Pioneer installed 29 valves and 7 of those valves failed at start-up. Another reference stated that Pioneer did not perform well on larger process valves. **Based on the references staff has concluded that it would be in the City's best interest to not award the contract to this company.**

Staff reviewed the remaining bid submitted by Dowco Valve Co, Inc., Hastings, MN, and concluded that it was acceptable. Staff compared the rates bid by Dowco Valve and found them to be comparable to the rates the City is paying currently.

The approved FY 2015/16 Power Plant operating budget includes \$70,000 for this contract. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Award the contract for the Valve Maintenance, Related Services and Supplies Contract for Power Plant to Dowco Valve Co, Inc., Hastings, MN, for hourly rates and unit prices bid, in an amount not-to-exceed \$70,000.

This contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms at stated rates.

2. Reject all bids and purchase valve maintenance services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for valve 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 #1 as stated above.



2015-154 VALVE MAINTENANCE, RELATED SERVICES AND SUPPLIES CONTRACT FOR POWER PLANT BID SUMMARY

LABOR AND RELATED COSTS	Pioneer Industrial Corporation Kansas City, MO			Dowco Valve Co, Inc Hastings MN			Furmanite America, Inc Houston, TX			Allied Valve, Inc Cannon Falls, MN				
	HOURLY RATES			HOURLY RATES			HOURLY RATES			HOURLY RATES				
DESCRIPTION	STRAIGHT TIME	OVERTIME	DOUBLE TIME	STRAIGHT TIME	OVERTIME	DOUBLE TIME	STRAIGHT TIME	OVERTIME	DOUBLE TIME	STRAIGHT TIME	OVERTIME	DOUBLE TIME		
Foreman	\$52.00	\$78.00	\$104.00	\$68.50	\$96.00	\$116.50	Non-responsive			Non-responsive				
Journeyman	\$43.75	\$66.00	\$88.00	\$68.50	\$96.00	\$116.50	Non-responsive			Non-responsive				
Valve Technician	\$43.75	\$66.00	\$88.00	\$65.00	\$91.00	\$111.00	Non-responsive			Non-responsive				
Instrument Technician Actuators				\$105.00	\$158.00	\$179.00	Non-responsive			Non-responsive				
Coker Valve Specialist							Non-responsive			Non-responsive				
Actuator Specialist							Non-responsive			Non-responsive				
TRAVEL & SUBSISTENCE														
DESCRIPTION	RATE			RATE										
Subsistence:				\$50.00 Meals + \$125.00 Motel Estimates										
Foreman	\$110.00 per day			\$175.00 per day										
Journeyman	\$110.00 per day			\$175.00 per day										
Valve Technician	\$110.00 per day			\$175.00 per day										
Travel and Mileage:				Monday - Friday Non OT										
Foreman travel	\$52.00 per			\$68.50 per hr										
Foreman mileage	\$.72 per			\$1.05 per mile										
Journeyman travel	\$43.75 per			\$68.50 per hr										
Journeyman mileage	\$.72 per			\$1.05 per mile										
Valve Technician travel	\$43.75 per			\$65.00 per hr										
Valve Technician mileage	\$.72 per			\$1.05 per mile										
Deliveries:														
Travel	\$43.75 per			\$65.00 per hr										
Mileage	\$.72 per			\$1.05 per mile										
Service Vehicle														
Service Vehicle Mileage														
48' Relief Valve Repair & Machining Trailer														
Two-Way Radios														
Life Support/HAZMAT														
Approach Suits														
Compressor Usage														
Per Diem (per employee)														
Overnight Accommodations														
Airfare														
Rental Vehicle Charges														
3rd Party Equipment other than that specified herein as a service line item														
Any Specialized Services or Engineered Solutions not included herein														
EQUIPMENT														
DESCRIPTION	PER DAY	PER WEEK		PER DAY	PER WEEK									
Mobile shop trailer	N/A	\$2,500.00		\$350.00	\$1,835.00									
Packing extractor	\$200.00	\$1,400.00		\$200.00	\$1,050.00									
Truck	\$78.00	\$546.00		\$50.00	\$265.00									
Hydro set testing device	\$150.00	\$1,050.00		\$300.00	\$1,575.00									
Electronic valve tester	\$275.00	\$1,925.00		\$350.00	\$1,835.00									
Gate valve machine	\$250.00	\$1,750.00												
Reseating machine	\$325.00	\$2,275.00		\$475.00	\$2,490.00									
Valve bore honing tool	\$220.00	\$1,540.00		\$475.00	\$2,490.00									
Gate valve machine (1 1/2" to 14" valve size)	\$175.00	\$1,225.00		\$350.00	\$1,835.00									
Gate valve machine (8" to 30 valve size)	\$250.00	\$1,750.00		\$475.00	\$2,490.00									
				\$250.00	\$1,300.00									
				\$475.00	\$2,490.00									
Pneumatic Grease Gun														
Valve Grinding Machine														
Valve Lapping Machine														
Gang Box with Hand Tools														
Porta Power Ram														
Valve Reseat Machine														
Measuring Tol (set)														
Laps														
Hydro Valve Packing Extractor														
48' Relief Valve Repair & Machining Trailer														
Mob. Of 48' Relief Valve & Mach. Trailer														
Bead Blaster only														
Small Relief Valve Testing Trailer														
MATERIAL COSTS														
			Cost plus 20%			Cost plus 20%								
OTHER RATES														
DESCRIPTION	RATE			RATE										
Shop truck mileage	\$0.72			\$1.05 / mile										
Mobile shop trailer mileage	\$2.00			\$1.05 / mile										
Safety Equipment				\$115.00 / day per man										
Consumables				5% of labor hours x st hourly rate										
HHS Steel Tool Bits for Flange Facing														
Indexable Carbide Inserts														
Specialty Tool Bits and other sizes above 1/2														
Standard Packing														
Standard Packing														
New Valves and Valve Parts														
PRICE INCREASE ESCALATORS FOR ANNUAL RENEWAL TERMS														
Labor Rates:	3% per year			3% per year										
Travel & Subsistence:	3% per year			2% per year										
Equipment & Tools:	3% per year			1% per year										

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF CONTRACT FOR BOILER TUBE SPRAY COATING AND RELATED SERVICES AND SUPPLY CONTRACT FOR POWER PLANT

BACKGROUND:

This contract is for a contractor to provide and install new boiler tube coating and surface preparation at the City's Power Plant on an as needed basis.

On March 24, 2015, City Council awarded a contract to Integrated Global Services, Inc. Richmond, VA, for the Boiler Tube Spray Coating and Related Services and Supplies Contract to be furnished as requested from award date through June 30, 2015. The contract was in an amount not-to-exceed \$250,000. The initial contract period was shortened to enable future renewals to coincide with the City's fiscal year.

The contract has 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 2.5% for both Labor and Travel & Subsistence. Also, the materials furnished will be subject to escalation related to the raw material pricing of Nickel due to the high quantities of Nickel found in the materials. These increases are 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.

Funding in the amount of \$100,000 is available from the approved FY2015/16 Power Plant operating budget for Units #7 and #8 Boiler Maintenance. This contract amount is quite a bit lower than the first year of the contract due to the fact that there was more known work to be done the first year. Invoices will be based on contract rates for time

and materials for services that are actually received.

ALTERNATIVES:

1. Approve the contract renewal with Integrated Global Services, Inc. Richmond, VA, for the Boiler Tube Spray Coating and Related Services and Supplies Contract for the one-year period from award date through June 30, 2016, and approve contract and bond. Total work in FY 2015/16 shall be an amount not-to-exceed \$100,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This contract is needed to carry out emergency and routine boiler tube spray coating services at the Power Plant to maintain protection to the tube replaced in 2013. Failure to maintain the costing will result in increased wear and early tube deterioration. The contract will establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service. The rates included in this contract are comparable to the rates from our past provider. 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: August 7, 2015

Subject: Contract and Bond Approval

There are no Council Action Forms for Item Nos. 21 and 22. Council approval of the contract and bond for these projects is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

**SUBJECT: 2014/15 CONCRETE PAVEMENT IMPROVEMENTS CONTRACT #1
(HAYWARD AVENUE - HUNT STREET TO LINCOLN WAY) CHANGE
ORDER #1**

BACKGROUND:

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

The 2014/15 program locations are Hayward Avenue (Hunt Street to Lincoln Way), Ridgewood Avenue (9th Street to 13th Street), and 9th Street (Northwestern Avenue to Brookridge Avenue). Work consists of concrete pavement reconstruction, storm sewer intake replacement, sanitary sewer manhole replacement, and sanitary sewer main repairs. The water main on Hayward Avenue, Ridgewood Avenue, Park Way (Ridgewood Avenue to Brookridge Avenue) and 9th Street (Ridgewood Avenue to Brookridge Avenue) will also be replaced as part of this program.

This specific project is for the improvements on Hayward Avenue. The project includes pavement removal and replacement from Hunt Street to Lincoln Way, storm sewer improvements, sanitary sewer improvements, water main replacement, installation of ADA compliant pedestrian facilities, and replacement of the section of the box culvert beneath Hayward Avenue.

On January 27, 2015, City Council awarded this project to Con-Struct, Inc. of Ames, Iowa in the amount of \$1,035,707.45.

This action is for City Council to approve Change Order No. 1 in the amount of \$122,903.63. This change order includes repairs to an existing sanitary sewer pipe along the west side of Hayward Avenue from College Creek to Lincoln Way. This work was identified after the street improvement project was designed and let for bids. Fortunately, staff was able to work with the contractor to incorporate this work with the street improvement project. Due to the location of this pipe section and the current reconstruction of Hayward Avenue project, staff considered the implications of not performing this work prior to the street reconstruction and determined it was a significant cost savings to complete the main repairs now while the street pavement is removed.

Funding for this change order will be from the available funds in the 2013/14 Sanitary Sewer Rehabilitation Program (\$57,397) and 2015/16 Sanitary Sewer Rehabilitation Program (\$65,506.63).

ALTERNATIVES:

1. Approve Change Order No. 1 in the amount of \$122,903.63 for the 2014/15 Concrete Pavement Improvements #1 (Hayward Avenue).
2. Direct staff to pursue modifications to the project.

This alternative will require the demolition of the new street pavement in the future in order to address this sanitary sewer repair.

MANAGER'S RECOMMENDED ACTION:

Approval of this change order will allow the City to complete repairs to the sanitary sewer system. Correcting this issue now will be a significant cost savings since the pavement is currently removed and the street is closed to complete improvements to Hayward Avenue.

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

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 2811, 2817, AND 2823 WEST STREET

BACKGROUND:

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or conveyance parcels in order to create a parcel for development purposes. A plat of survey is allowed by Section 23.309 for the consolidation of conveyance parcels.

This particular plat of survey is for a proposed consolidation of three existing parcels, as shown on Attachment A Location Map. 2811 West Street is the site of an apartment constructed in 2009. 2817 and 2823 West Street are two older apartments that are being demolished to allow for an expansion of 2811 West Street.

The applicant must demolish the existing structures on 2817 and 2823 West Street prior to the release of this plat of survey for recording in order to avoid creating non-conforming structures.

All three parcels are zoned High-Density Residential within the West University Impacted Area Overlay. There are existing frontage improvements along both West Street and Campus Avenue. The combined lot size will be 0.59 acres and will be addressed as 2811 West Street. The property owner seeks to add an addition to the existing apartment building on the merged property.

Approval of this plat of survey will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the office of the County Recorder.

ALTERNATIVES:

1. The City Council can adopt the resolution approving the proposed plat of survey and delay its recording until demolition of the two older buildings.
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 or continue the item to a later date if the existing structures have not been demolished.

MANAGER'S RECOMMENDED ACTION:

Staff has determined that the proposed plat of survey satisfies all code requirements for a boundary line adjustment of existing lots and has made a preliminary decision of approval. The plat cannot be recorded until the demolition of the existing older buildings.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey.

ADDENDUM
PLAT OF SURVEY FOR 413 NORTHWESTERN, 910 AND 914 5TH STREET

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:

Owners: West Street Lofts, LC

Existing Street Addresses: 2811, 2817, and 2923 West Street

Assessor's Parcel #: 0904302180, 0904302190, 0904302200

Legal Description: Lots 1, 2, and 3, Stanley's Subdivision, City of Ames, Story County, Iowa

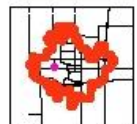
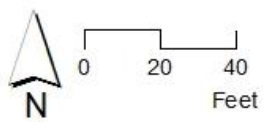
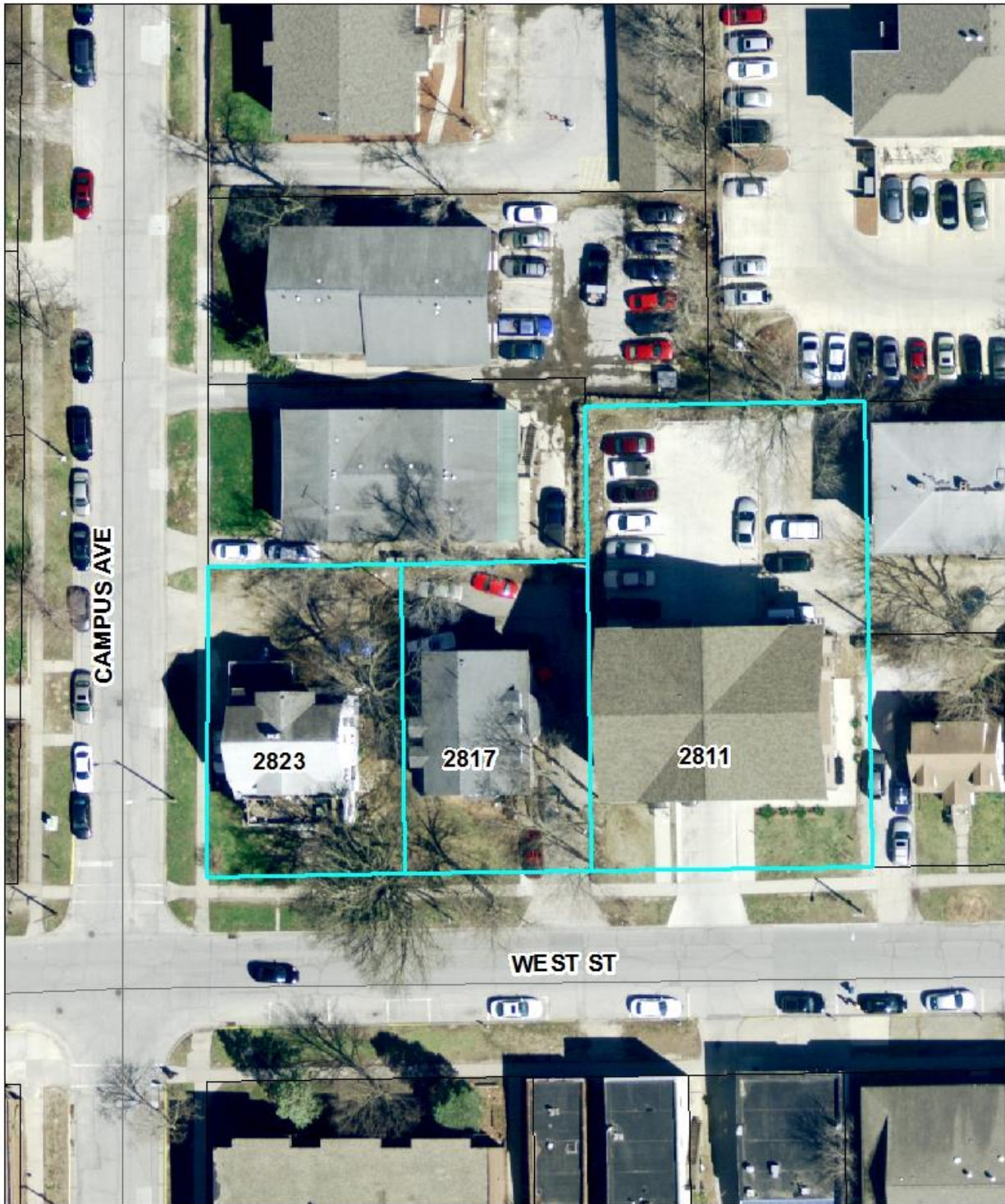
Public Improvements:

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:

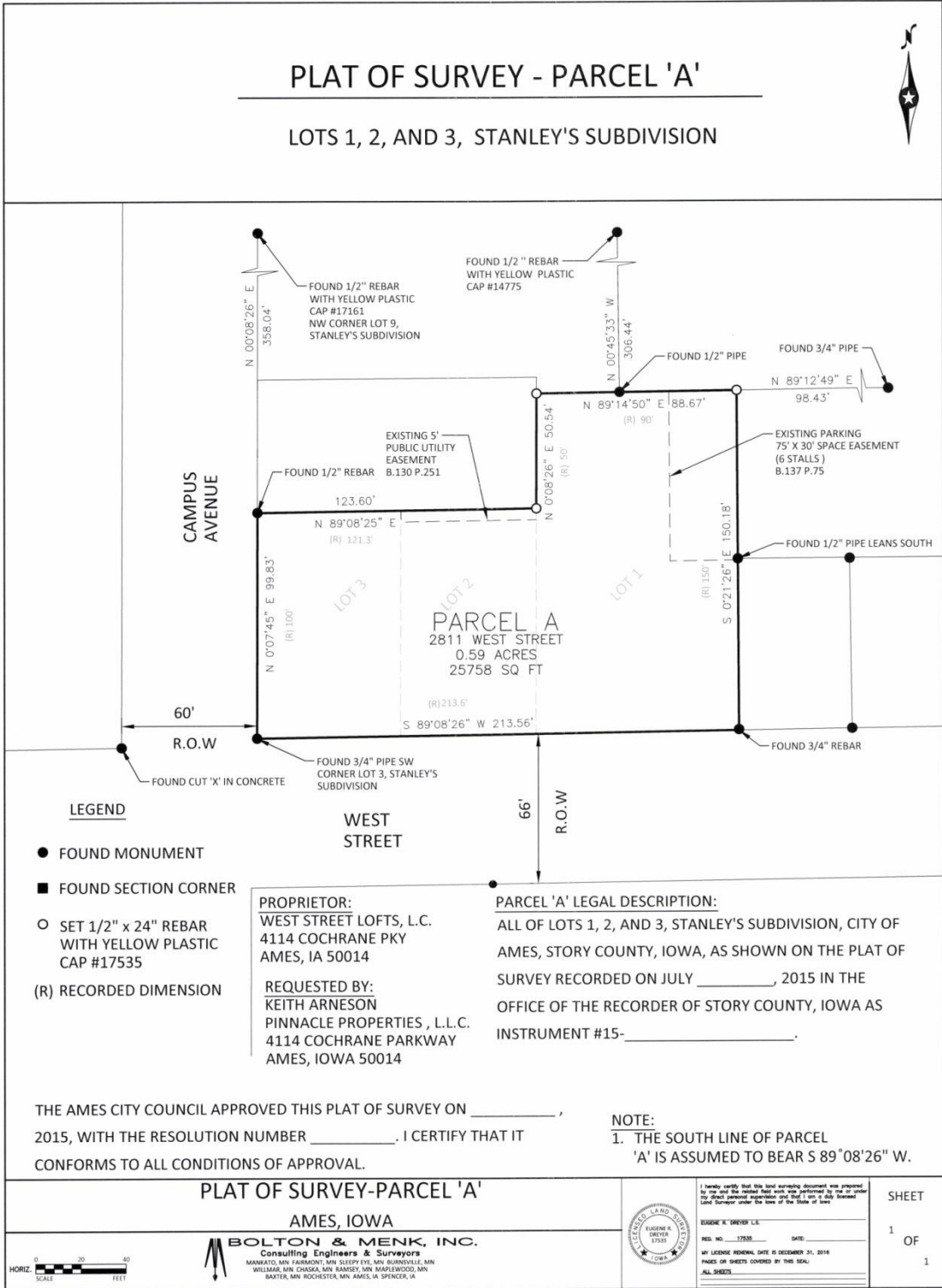
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable.

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



ATTACHMENT B: PROPOSED PLAT OF SURVEY



COUNCIL ACTION FORM

SUBJECT: COMPLETION OF CONTRACT WITH A&P/SAMUELS GROUP, A JOINT VENTURE, FOR AMES PUBLIC LIBRARY RENOVATION AND EXPANSION

BACKGROUND:

On January 14, 2013, a construction contract was awarded to A&P/Samuels, A Joint Venture, in the amount of \$12,543,350 for the renovation and expansion of Ames Public Library. Over the construction period, 23 change orders totaling \$957,509 were approved, bringing the final contract sum to \$13,500,859.

In June 2015, Samuels Group was granted partial release of retainage in the amount of \$525,084. The Samuels Group has now completed all punch-list items and is requesting final acceptance and payment of retainage in the amount of \$149,958. The library's architect, MSR, has inspected the work and issued a letter of acceptance.

ALTERNATIVES:

1. Accept completion of the contract with A&P/Samuels, A Joint Venture for Ames Public Library Renovation and Expansion at a total cost of \$13,500,859 and authorize final payment in the amount of \$149,958.
2. Delay acceptance of this project.

MANAGER'S RECOMMENDED ACTION:

The work included in the contract with A&P/Samuels, A Joint Venture, has now been completed and the library's architect has issued a letter of acceptance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting completion of the contract with A&P/Samuels, A Joint Venture for Ames Public Library Renovation and Expansion at a total cost of \$13,500,859 and authorizing final payment.

Item	Approved by	Date	Amount	Contract Sum
Original Contract	City Council	1/14/2013		\$ 12,543,350
Change Order 1	Library	4/23/2013	(13,850)	\$ 12,529,500
Change Order 2	Library	3/22/2013	1,184	\$ 12,530,684
Change Order 3	Library	4/16/2013	13,603	\$ 12,544,287
Change Order 4	City Council	7/9/2013	(22,714)	\$ 12,521,573
Change Order 5	City Council	8/13/2013	79,082	\$ 12,632,526
Change Order 6	City Manager	10/1/2013	31,871	\$ 12,632,526
Change Order 7	City Council	10/22/2013	21,637	\$ 12,654,163
Change Order 8	City Council	11/26/2013	47,318	\$ 12,701,481
Change Order 9	Library	12/3/2013	19,541	\$ 12,721,022
Change Order 10	City Council	1/14/2014	56,043	\$ 12,777,065
Change Order 11	Library	1/28/2014	229,929	\$ 13,006,994
Change Order 12	City Manager	3/31/2014	31,934	\$ 13,038,928
Change Order 13	City Council	5/21/2014	7,657	\$ 13,046,585
Change Order 14	Library	7/23/2014	0	\$ 13,046,585
Change Order 15	City Manager	7/2/2014	40,670	\$ 13,087,255
Change Order 16	City Council	7/22/2014	19,222	\$ 13,106,477
Change Order 17	City Manager	7/24/2014	47,424	\$ 13,153,901
Change Order 18	City Council	9/9/2014	94,813	\$ 13,248,714
Change Order 19	City Manager	10/8/2014	46,641	\$ 13,285,355
Change Order 20	City Council	10/27/2014	36,230	\$ 13,331,585
Change Order 21	City Manager	12/18/2014	49,005	\$ 13,380,590
Change Order 22	City Council	3/3/2015	103,641	\$ 13,484,231
Change Order 23	Library	4/13/2015	16,628	\$ 13,500,859

COUNCIL ACTION FORM

SUBJECT: RELEASE OF THE FINANCIAL SECURITY FOR REQUIRED LANDSCAPING AT 921 9TH STREET, “THE ROOSEVELT”

BACKGROUND:

RES Development, Inc. has requested the release of financial security, in the amount of \$1,500, which was the total estimated cost for the additional landscaping on the north side of the garage, as required by the City Council for “The Roosevelt” adaptive reuse project at 921 9th Street.

On January 27, 2015, the City Council amended the approved “Roosevelt Urban Revitalization Plan,” with modifications to require additional landscaping to be added along the north façade of the attached garage building. RES Development, Inc. (Developer of the site) was to provide a landscaping plan to the Planning & Housing Department for administrative approval of the final details, and provide financial security to the City Clerk’s Office by January 31, 2015, to guarantee completion of the additional landscaping. The Developer subsequently provided the required financial security by January 31, 2015, in the form of a check for the estimated cost of the additional landscaping, which totaled \$1,500.

Upon inspection by staff of the landscape improvements at 921 9th Street, it has been determined that the additional required landscape improvements, as required by the City Council, have been installed according to the approved Landscape Plan. At this time, RES Development, Inc., is requesting that the City Council authorize release of the full amount of the financial security, \$1,500, through the issuance of a check from the City of Ames to RES Development, Inc.

ALTERNATIVES:

1. The City Council can authorize the release of financial security for the additional required landscaping on the north side of the garage at 921 9th Street in the amount of \$1,500.
2. The City Council can choose not to authorize the release of financial security for the additional required landscaping on the north side of the garage at 921 9th Street in the amount of \$1,500.

MANAGER'S RECOMMENDED ACTION:

RES Development, Inc. has complied with the City Council's direction, as part of the approval of the amended "Roosevelt Urban Revitalization Plan. **Therefore, it is the recommendation of the City Manager that City Council approve Alternative #1, thereby authorizing the release of financial security for the additional required landscaping on the north side of the garage at 921 9th Street in the amount of \$1,500.**

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR EXTENSION OF MAJOR SITE DEVELOPMENT PLAN AND PRD PHASING PLAN FOR GREEN HILLS PLANNED RESIDENTIAL DEVELOPMENT AMENDMENT

BACKGROUND:

Green Hills Retirement Community has submitted a letter to the City requesting an extension of time for the validity of the Major Site Development Plan and PRD Development Phasing Plan for the Green Hills PRD Amendment that was approved by City Council on August 26, 2014. A Major Site Development Plan is valid for one year if development has not commenced. August 26, 2015 is one year after approval of the PRD Amendment and Major Site Development Plan approved by the City Council (See Attachment A: Resolution No. 14-474).

Section 29.1203(7) of the Municipal Code addresses the length of time a Major Site Development Plan with a PRD is effective and reads as follows:

(7) Effective Period of Approval and Time Extensions.

(a) Period of Approval. The approval of any Site Development Plan Major under this Section shall be effective for a period of one (1) year from the date at which the rezoning decision of the City Council is finalized and published in a newspaper of general circulation. The approval of the Site Development Plan Major shall become null and void as a result of any of the following circumstances:

(i) Failure to obtain Building Permits for the commencement of construction within the one year period of approval;

(ii) Failure to commence construction within 18 months of approval of the Site Development Plan Major. For the purpose of this provision construction shall be defined as including site excavation and excavation for and installation of footings and foundations for structures approved for construction.

The property owner who obtained the approval of the plan may petition the Council for an extension if the request for a time extension is submitted and acted upon by the City Council within the one year period of approval and the request for a time extension is accompanied by a written explanation describing events or circumstances that have prevented the commencement of construction and the events or circumstances shall be beyond the control of the property owner. The applicant has submitted a letter making the request. (See Attachment B)

As part of the Green Hills PRD amendment, a Phasing Plan was also approved to allow for completion of the Green Hills campus improvements over an extended period of time. Based on the extension of time needed for the commencement of the Major Site Plan, Green Hills is also asking for a one year extension of the Phasing Plan previously approved by the Council. This would allow for the approved phasing plan to be effective

as of August 11, 2015, not the approval date of the PRD amendment, allowing for an additional one year for completion of the projects noted on the Phasing Plan. The approved Phasing Plan is attached for reference, see Attachment C.

Where a PRD Development seeks approval of a Phasing Plan, Section 29.1203(8) of the Municipal Code addresses the progress of the development in accordance with the Phasing Plan and the nullification of the Major Site Development when not developed in accordance with such phasing plan:

(8) Progress on Phased Development.

Where the approval of a Site Development Plan Major has included the approval of a Phasing Plan for a “F-PRD” project, the progress for developing the “F-PRD” project shall occur according to approved phasing plan. No variation of the development progress from the approved Phasing Plan shall occur without the City Council approval of a revision to the Phasing Plan. Failure to obtain approval of a revision to the Phasing Plan shall nullify the approval of the entire Site Development Plan Major. No further construction of any kind shall be permitted without subsequent approval of the Site Development Plan Major in accordance with Section 29.1203(6) of this article.

Green Hills is seeking approval of both, an extension to the Major Site Development Plan approval and an extension to the approved Phasing Plan based on a one year extension approval of the PRD development.

ALTERNATIVES:

1. The City Council can grant a one-year extension of time for the validity of the Major Site Development Plan and PRD Phasing Plan for the Green Hills PRD Amendment, subject to the same stipulations imposed as part of the original approval.
2. The City Council can deny the request to grant a one-year extension.
3. The City Council can refer the request back to City staff and/or the applicant for further information.

MANAGER’S RECOMMENDED ACTION:

City staff believes the adopted codes and policies that were in effect at the time of approval of the Major Site Development Plan and PRD Amendment and Phasing Plan which would apply to this development have not changed in the past year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting a one-year extension of time for the validity of the Major Site Development Plan and PRD Phasing Plan for the Green Hills PRD Amendment, subject to the same stipulations imposed as part of the original approval.

Attachment A
Resolution Approving Green Hills PRD Amendment

RESOLUTION NO. 14-474

**RESOLUTION APPROVING AMENDED MAJOR SITE DEVELOPMENT PLAN FOR
2205 GREEN HILLS DRIVE
FOR THE CITY OF AMES, IOWA**

WHEREAS, Civil Design Advantage, LLC, (CDA), on behalf of the Green Hills Retirement Community, is requesting approval of a Major Site Development Plan to amend the existing Green Hills Community Planned Residential Development (PRD); and,

WHEREAS, Green Hills originated as a retirement community as part of a conceptual master plan with the nearby Gateway Hotel in 1979, and the residential tower and health center was built in 1985-86; and,

WHEREAS, the overall complex has gone through four major expansions since the original development, with the last revision in 2011 to expand the health services on the campus and for site improvements for its residents; and,

WHEREAS, the existing complex includes ownership homes, assisted living, and skilled nursing facilities; and,

WHEREAS, the following list summarizes the proposed uses and changes to the existing Site Plan to accommodate the next phases of development: revision to the current health care center administrative area and main entrance to accommodate a proposed residential expansion; four-story, 32-unit addition on east side of the existing high-rise building for a new independent senior living wing; four-story, 20-unit future addition to the independent living expansion on the east side of the existing high-rise building for a new independent senior living wing addition; one-story addition and renovation on southeast side of existing tower for a new 6,500 square foot commons area to include a theater, game room, auditorium, and library; increase of 36 surface level parking spaces (14 of which are future expansion) in the area of the new main entrance for the campus; increase of 52 new underground parking spaces for the independent living wing and future expansion; and, a 67-space employee parking lot expansion of the north parking lot located across from the recent memory care addition; and,

WHEREAS, the applicant has proposed a phasing plan for the PRD, which includes multiple phases for all the proposed amendments as described: Completion of the North Detention Pond work – 1 year (following completion of the City project to clean out the existing pond); north Parking Lot Expansion – 1 to 2 years; Independent Living 32-unit Addition with parking – 1 to 2 years; Commons Addition and Remodeling – 1 to 2 years; future Commons Remodeling – 3 to 5 years; Independent Living 20-unit Addition with parking – 3 to 10 years; and, future Commons 6,500 square foot amenity space Phase – 5 to 10 years; and,

WHEREAS, the applicant has noted that the proposed phasing plan is established as a means of allowing for the center to create new living units first as a means to fund the future projects noted in the plan; and,

**Attachment A, Cont.
Resolution Approving Green Hills PRD Amendment**

WHEREAS, while this approach is understandable, staff notes an initial concern that the intent of the PRD is to allow for a unique development type that allows for a blend of housing types, opens spaces and amenities that typically could not be developed in standard base zones; and,

WHEREAS, the concern was that 52 new living units are being added without the benefit of new amenity spaces until much further along in the phasing plan; and,

WHEREAS, the applicant believes that the amenities included with the 2011 amendments (i.e., wellness center and pool) are supportive of the proposed expansion as well, and that the phasing plan is appropriate for the scale of intensification that is proposed; and,

WHEREAS, the new development does not detract from the overall site plan approach and design of the development that has already been built in the sense that low density is maintained to the south and the new development is intensification of mid-rise buildings to the north with existing taller buildings; and,

WHEREAS, it is noted that while most of the new development area is within a vacant area of the site, the proposed parking lot addition does impact the natural wooded area of the campus to the north and consideration should be given to the extent of clearing needed for the parking area and the landscaping proposed along a natural feature of the site; and,

WHEREAS, the new expansion and parking lot areas will also decrease the overall open space percentage of the Green Hills development from the previously approved Major Site Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that the amended Major Site Development Plan for the Green Hills Community Planned Residence District Zone, as submitted, is hereby approved.

ADOPTED THIS 26th day of August, 2014.



Diane R. Voss, City Clerk



Ann H. Campbell, Mayor

Introduced by:	Goodman
Seconded by:	Corrieri
Voting aye:	Betcher, Corrieri, Gartin, Goodman, Nelson, Orazem
Voting nay:	None
Absent:	None

Resolution declared adopted and signed by the Mayor this 26th day of August, 2014.

Attachment B
Letter from Green Hills Retirement Community



August 4, 2015

Karen Marren
City of Ames
515 Clark Avenue
Ames, IA 50014

RE: Green Hills Addition & Renovation – Extension Request

Dear Karen,

Green Hills respectfully requests an extension to its site plan approval for the expansion of Green Hills Retirement Community granted in August 2014 by the city of Ames. Due to reason's beyond Green Hills control, the community was not able to obtain construction financing on its schedule for the first phase of its expansion plans. The phasing plan is attached.

Green Hills anticipates that a one year extension to its site plan approval will allow time to obtain the financing required to construct the independent living and commons addition & remodeling. As expressed at the council meeting the following phases are also subject to market conditions that are out of Green Hills control.

However, Green Hills intent is to achieve its expansion goals as quickly as financially feasible as driven by market conditions. Thank you for your time and consideration.

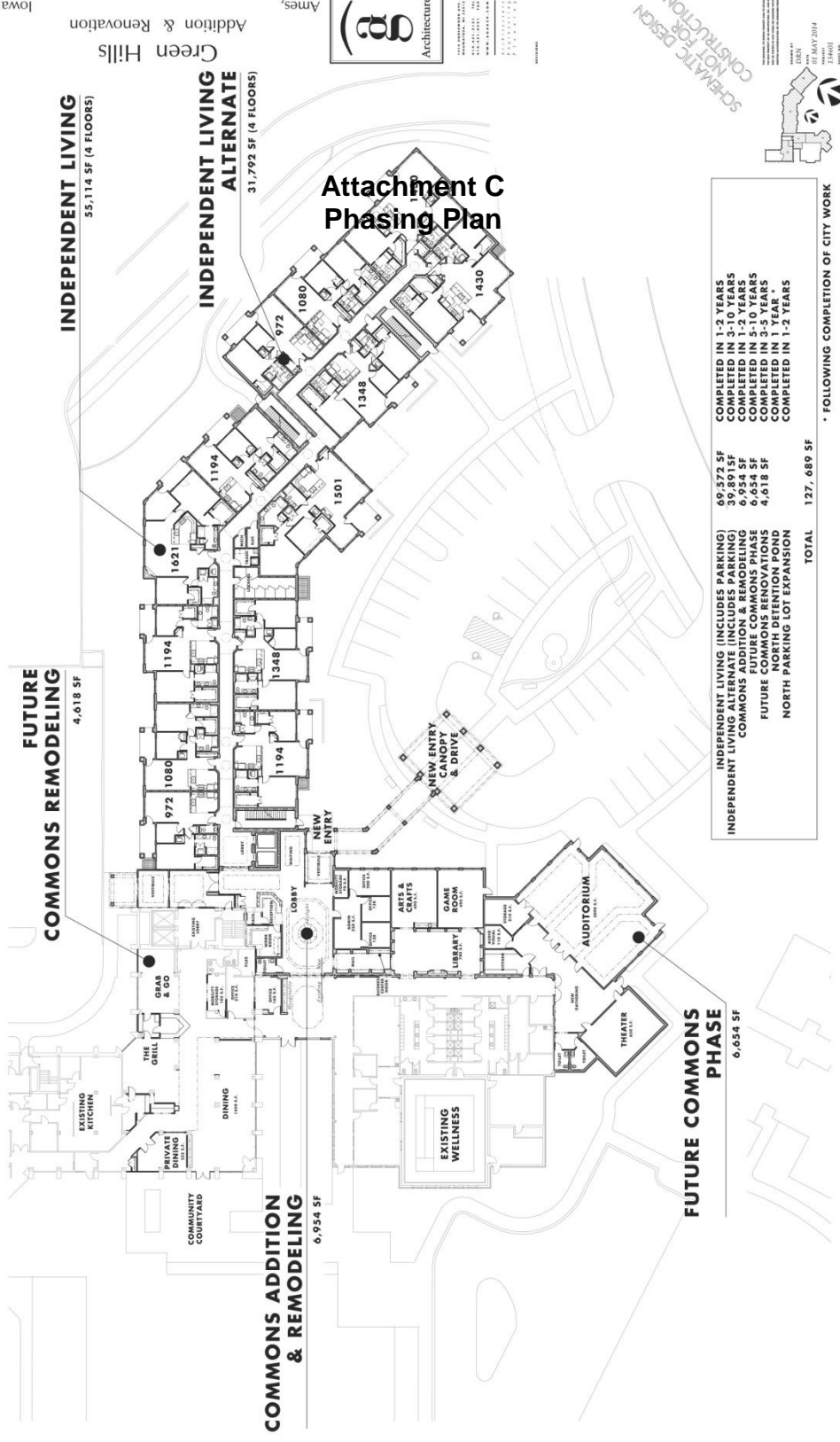
Please feel free to contact me at 515.296.5001 or copple@greenhillsrc.com.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Rod Copple'.

Rod Copple

2200 Hamilton Drive, Suite 100 | Ames, Iowa 50014
(515) 296-5000
www.GreenHillsRC.com



INDEPENDENT LIVING
55,114 SF (4 FLOORS)

INDEPENDENT LIVING ALTERNATE
31,792 SF (4 FLOORS)

FUTURE COMMONS REMODELING
4,618 SF

COMMONS ADDITION & REMODELING
6,954 SF

FUTURE COMMONS PHASE
6,654 SF

Attachment C Phasing Plan

INDEPENDENT LIVING (INCLUDES PARKING)	69,572 SF
INDEPENDENT LIVING ALTERNATE (INCLUDES PARKING)	36,891 SF
COMMONS ADDITION & REMODELING	6,954 SF
FUTURE COMMONS REMODELING	4,618 SF
FUTURE COMMONS RENOVATIONS	4,618 SF
NORTH DETENTION POND	
NORTH PARKING LOT EXPANSION	
TOTAL	127,689 SF

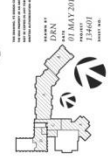
- COMPLETED IN 1-2 YEARS
- COMPLETED IN 3-10 YEARS
- COMPLETED IN 1-2 YEARS
- COMPLETED IN 3-5 YEARS
- COMPLETED IN 1 YEAR *
- COMPLETED IN 1-2 YEARS

* FOLLOWING COMPLETION OF CITY WORK

1/16" OVERALL FIRST FLOOR PLAN A201



SCHEMATIC DESIGN
CONSULTING FOR CONSTRUCTION



COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR “FRIDAY AFTERNOON CELEBRATION”

BACKGROUND:

The Campustown Action Association (CAA) has proposed hosting its fourth annual Friday Afternoon Celebration (FAC) in Campustown on Friday, September 4, 2015. Organizers propose hosting a beer garden and live band in Welch Lot T (South of Pizza Pit) from 5:00 p.m. to 10:00 p.m. The purpose of the event is to bring ISU alumni who are in Ames for the first home football game into the Campustown business district.

To facilitate this event, organizers are requesting the closure of Welch Lot T from 7:00 a.m. to 11:00 p.m. on September 4, including a waiver of parking meter fees and enforcement (\$45 loss to the Parking Fund). CAA is also requesting a blanket Vending License and waiver of fee for the license (\$50), and a blanket Temporary Obstruction Permit for the area.

A Class B Beer Permit with Outdoor Service has been applied for in order to provide alcoholic beverage service at the beer garden.

Public Works will provide appropriate barricades for the event. Organizers will obtain a noise permit through the Police Department. A private security firm has been hired to assist with the event. The Police Department recommends that approval of this event be contingent on the hiring of one Police Officer from 5:00 p.m. to 10:00 p.m. to assist with monitoring the beer garden.

The Ames Chamber of Commerce is providing liability insurance coverage for this event, as the CAA is an affiliate organization of the Chamber.

City staff should note that the timing of this event has changed over the past four years. Originally, this event took place from 3:00 p.m. to 7:00 p.m. The following year it was held from 4:00 p.m. to 8:00 p.m. Last year it was approved from 5:00 p.m. to 9:00 p.m., but City staff was recently told that it actually concluded at 9:30 p.m. **Although this event has been previously held without incident, City staff has concerns about continuing to slide this event later into the evening.** This event involves an anticipated 400 people in an environment with alcohol the night before a home football weekend. In City staff’s experience, events involving alcohol that take place at night present an inherently greater risk for impairment, injury, and property damage compared to events taking place during daylight hours. Although other events involving alcohol have taken place on City property at similar times, they are either during late fall when the weather is cooler or summer when fewer residents are in town, and not regularly connected to an event with a large influx of people, such as a home football

weekend. **Therefore, City staff does not support extending this event later than 9:30 p.m.**

ALTERNATIVES:

1. Approve the requests as made by CAA, including the waiver of fees, contingent upon the hiring of one police officer **and concluding the event no later than 9:30 p.m.**
2. Approve the requests as made by CAA, including the waiver of fees, contingent upon the hiring of one police officer. **Allow the event to continue until 10:00 p.m., as requested.**
3. Deny the requests.

MANAGER'S RECOMMENDED ACTION:

Prior FACs have proven to be very successful and, therefore, the staff again supports this event. However, staff does have a concern with moving this event any later than 9:30 p.m. due to the challenges in managing a nighttime event compared to a daytime event during a football weekend.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests as made by CAA, including the waiver of fees, contingent upon the hiring of one police officer **and concluding the event no later than 9:30 p.m.**

City staff and CAA will continue to closely monitor the success of the event, and note any corrective actions which may be needed in future years.



campustown
action
association

July 31, 2015
Mayor and City Council
Ames City Hall
515 Clark Ave
Ames, IA 50010

Dear Honorable Mayor Campbell and City Council,

The Campustown Action Association is planning to hold our fourth annual Friday Afternoon in Campustown event to coincide with the start of the 2015 ISU football season on Friday, September 4th from 5 pm to 10 pm. The purpose of this event is to bring Iowa State fans and alumni to Campustown and bring in a more diverse mix of customers to our business district. At this time, CAA requests the Council to consider these specific requests:

1. CAA requests the closure of Welch Lot T on September 4th between 7am and 11pm to host the Friday Afternoon in Campustown celebration.
2. CAA requests a Blanket Temporary Obstruction Permit for the same space (Welch Lot T) to enclose part of the sidewalks and the parking lot with double fencing to host the beer garden and event space.
3. CAA requests a Blanket Vending License for various food and retail vendors within the beer garden, and further request that the fee for the license be waived.
4. CAA requests the use of all metered parking spaces within the confines of the beer garden in Welch Lot T to place the music stage, beer tent, tables, and guests. CAA further requests that the parking lot fees be waived.

We have applied for a noise permit for the event.

Matthew Goodman has agreed to apply for a Class B Beer Permit with Outdoor Service to provide alcoholic beverage service for the event. The CAA is supportive of the application and asks that the City Council also approve the application.

Thank you for your consideration of these requests and continued support of the Campustown Action Association. Please save the September 4th date and join us in Campustown for the FAC celebration.

Sincerely,

Liz Jeffrey

Anne Taylor

CAA Promotions Chair

CAA Past President



SUMMARY OF EVENT

DESCRIPTION

Event Name Friday Afternoon in Campustown

Description

The 4th Annual FAC will be held in Lot T in the 200 block of Welch Ave. The parking lot will be fence on the east and west ends by 4 ft tall double wide fencing. The beer garden and music will take place from 5 PM to 10 PM. We ask that the parking lot be designated for CAA use for the entire day of September 4th so set up can take place. The lot can reopen as soon as tear down is complete. We estimate tear down complete by 11 PM.

Welch Ave Station will be supplying trained ID checkers at the entrance near the east driveway of Lot T for the entire 5 to 10 PM event. You must be 21 to enter the garden. Those under 21 (intending children) must be accompanied by a parent.

We will be hiring a security officer for the duration of the event as a precaution.

We ask for resolutions approving use of Lot T from 7 AM to 11:00 PM on September 4th as well as a waiver of parking meter fees for that day, a waiver of the fee for a blanket vendor permit. Matthew Goodman is securing the beer permit and necessary insurance. A noise permit will also be obtained.

The band will end at 10 PM. Tear down consists of pulling down fencing, stacking tables and chairs for pick up and we anticipate being torn down by 11 PM.

- Event Category**
- Athletic/Recreation
 - Exhibits/Misc.
 - Festival/Celebration
 - Parade/Procession/March
 - Concert/Performance
 - Farmer/Outdoor Market
 - Other (please explain)

Anticipated Attendance Total 200,400 Per Day _____

DATE/TIME

Setup	Date <u>9/4/15</u>	Time <u>7 AM to Noon</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>↓</u>	Time <u>5 pm</u>	Day of Week <u>↓</u>
Event Ends	Date <u>↓</u>	Time <u>10 pm</u>	Day of Week <u>↓</u>
Teardown Complete	Date <u>↓</u>	Time <u>11 pm</u>	Day of Week <u>↓</u>

Rain Date, if applicable _____
Rain Location, if applicable _____

LOCATION

- Region**
(Select one or more)
- Main Street Cultural District (Downtown)
 - Campustown District
 - Iowa State University Property
 - City Parks
 - Other (please explain)

Please note that events occurring in the Downtown, Campustown, in City parks, or on ISU property require prior approvals. A letter of support will be required from CAA if the event occurs in Campustown or from MSCD if the event occurs in Downtown. Please contact the appropriate office well in advance:

Downtown - Main Street Cultural District: (515) 233-3472

events@amesdowntown.org

Campustown - Campustown Action Association: (515) 450-8771

director@amescampustown.com

Iowa State University - Events Authorization Committee: (515) 294-1437

eventauthorization@iastate.edu

CONTACTS

Host Organization

Campustown Action Association

Local Contact (Required)

Must be present during event

Ann @downtown

Name: Liz Jeffrey

Address: 200 Stanton Ave, Suite 102

Telephone: (515) 232-2310

Cell phone: (515) 708-5517

Must be available by cell phone during event

Email: director@amescampustown.com

At least ten business days prior to the event, Organizer must submit Emergency Contact List, including names and numbers of all coordinators, volunteers, and location assigned to each.

Yes No

Is this an annual event? How many years have you been holding this event? 4

Is this event open to the public?

Is your event being held in conjunction with another event (e.g. *Farmers' Market, 4th of July, etc.*)?

If yes, please list

Applicant License Application ()

Name of Applicant: <u>S&G Global</u>		
Name of Business (DBA): <u>CAA FAC 2015</u>		
Address of Premises: <u>200 block welch ave</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50014</u>
Business <u>(515) 441-0460</u>		
Mailing <u>207 Stanton Ave.</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50014</u>

Contact Person

Name <u>Matthew Goodman</u>	
Phone: <u>(515) 441-0460</u>	Email <u>mg@fightingburrito.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 09/04/2015

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>303197</u>	Federal Employer ID <u>20-2024740</u>

Ownership

Matthew Goodman

First Name: Matthew

Last Name: Goodman

City: The Fighting Burrito

State: Iowa

Zip: 50014

Position: President

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Allied Insurance</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Staff Report

**INITIATE A LAND USE POLICY PLAN (LUPP) AMENDMENT FOR 101, 105, 107
AND 205 S. WILMOTH AVENUE, AND 3316 LINCOLN WAY**

August 11, 2015

BACKGROUND:

On July 28, 2015 City Council approved the Settlement Agreement between the City of Ames and Breckenridge Group concerning the three parcels currently owned by the Breckenridge Group located at 205 S. Wilmoth, 321 State and 601 State Avenue. The agreement also included three single-family lots that Breckenridge has an option to purchase (101, 105, and 107 S. Wilmoth Avenue) as an Enlarged North Parcel. The agreement identifies the need to change the Land Use Policy Plan designation of the North site to allow for the future development of a residential use of up to 422 beds and the development of between 15,000 and 40,000 square feet of commercial development as mixed use.

The 8.3 acre north parcel is currently designated as Low Density Residential on the LUPP map (See Attachment 1), and is zoned Residential Low Density (RL). While addressed from Wilmoth, the site has an almost equal amount (430 feet) of street frontage along Lincoln Way as it does along Wilmoth. The site abuts four parcels to the northeast that are also designated as Low Density; however they are zoned High Density Residential and part of the West University Impact Overlay Zone. Further to the east there are additional properties designated and zoned High Density Residential with frontage along Lincoln Way. The site abuts low density zoned development to the east, west and south. The parcel also abuts a bank at the northwest corner of the site, which is designated and zoned as Highway Oriented Commercial. To the north of the site across Lincoln Way there is a split of Highway Oriented Commercial and Low Density Residential zoned land.

OPTIONS:

The current Low Density Residential designation allows for the site to be developed with only single-family residential uses to a maximum density of 7.26 dwellings units per net acre which would not meet the minimum requirements of the agreement. Low density does not allow for use of a site with multi-family building types or general commercial uses. **Council must initiate a LUPP Amendment to the land use designation of the North Parcel as the first step to satisfying the terms of the settlement agreement.**

Option 1) Residential High Density and Highway Oriented Commercial

Staff estimates that between 2 and 4 acres of land would need to be commercial to fit the allowed 15,000 to 40,000 square feet of commercial on the site. Attachment 2 illustrates the split designation of the Enlarged North Parcel. The Highway Oriented Commercial Land Use designation along the Lincoln Way frontage of the property would allow the City to rezone the area to Highway Oriented Commercial and apply the newly adopted Lincoln Way Mixed Use Overlay zone.

The boundary for Highway Commercial designation could also include the four additional lots east of the north parcel (3316 Lincoln Way, 101, 105, and 107 S. Wilmoth). These properties are currently zoned RH and changing the underlying land use designation does not necessitate changing the zoning from RH unless it is desirable to do so in the future.

The remainder of the land is expected to consist of residential buildings as sought by the developer. A wide variety of multiple family housing types are principally allowed with RH zoned areas under the High Density Land Use Designation.

Option 2) Residential High Density for Whole Site

This option would re-designate the entire site from Low Density to High Density Residential. This option would rely upon rezoning the entire site to RH and require integration of mixed use commercial into the buildings. RH allows for a limited range of mixed use development with City Council approval of a Major Site Plan. This designation would then match the zoning of the four properties at the northeast corner of the site.

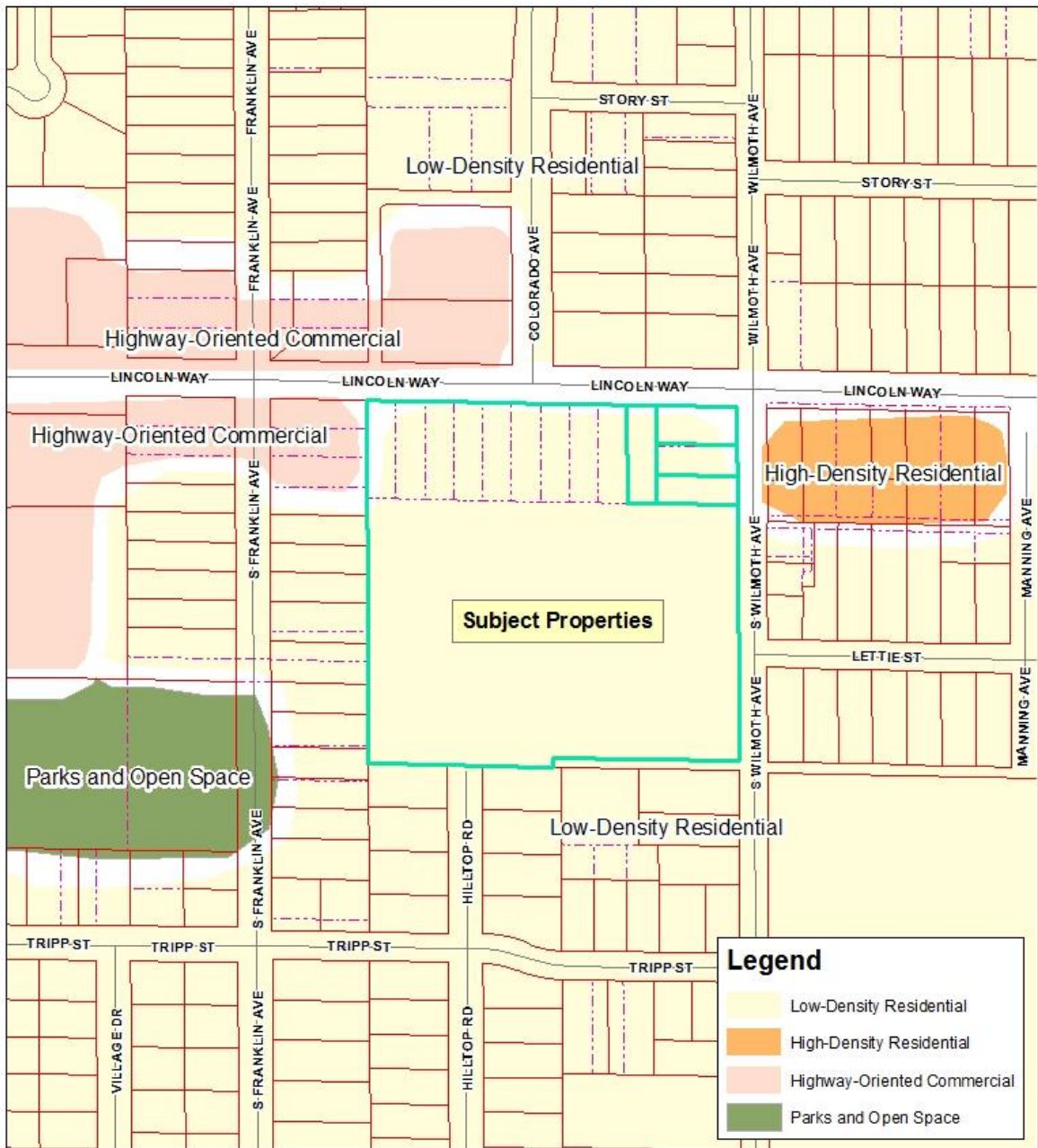
STAFF COMMENTS:

Staff will proceed with a minor amendment process to implement terms of the Settlement Agreement. Council must provide direction on the preferred type of land use designations to help shape the future rezoning process for the site. In terms of choosing between the two land use designation options, there are few distinguishing characteristics at this point as they both allow for mixed use development and require Council approval for a mixed use development. There are subtle differences in what the base zone standards are between the two, but choosing Option 1 with the Highway Commercial Land Use Designation provides a direct path to the Mixed Use Zoning Overlay and its design expectations for development compared to the more undefined expectations of Residential High Density.

In staff's opinion, most of the details on development will be set through the zoning process rather than the LUPP amendment. The proposed amendment shows general boundaries and are not meant to be a precise delineation at this point.

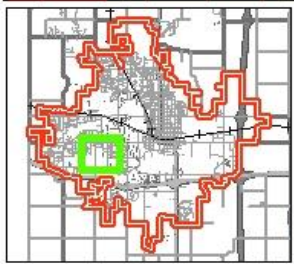
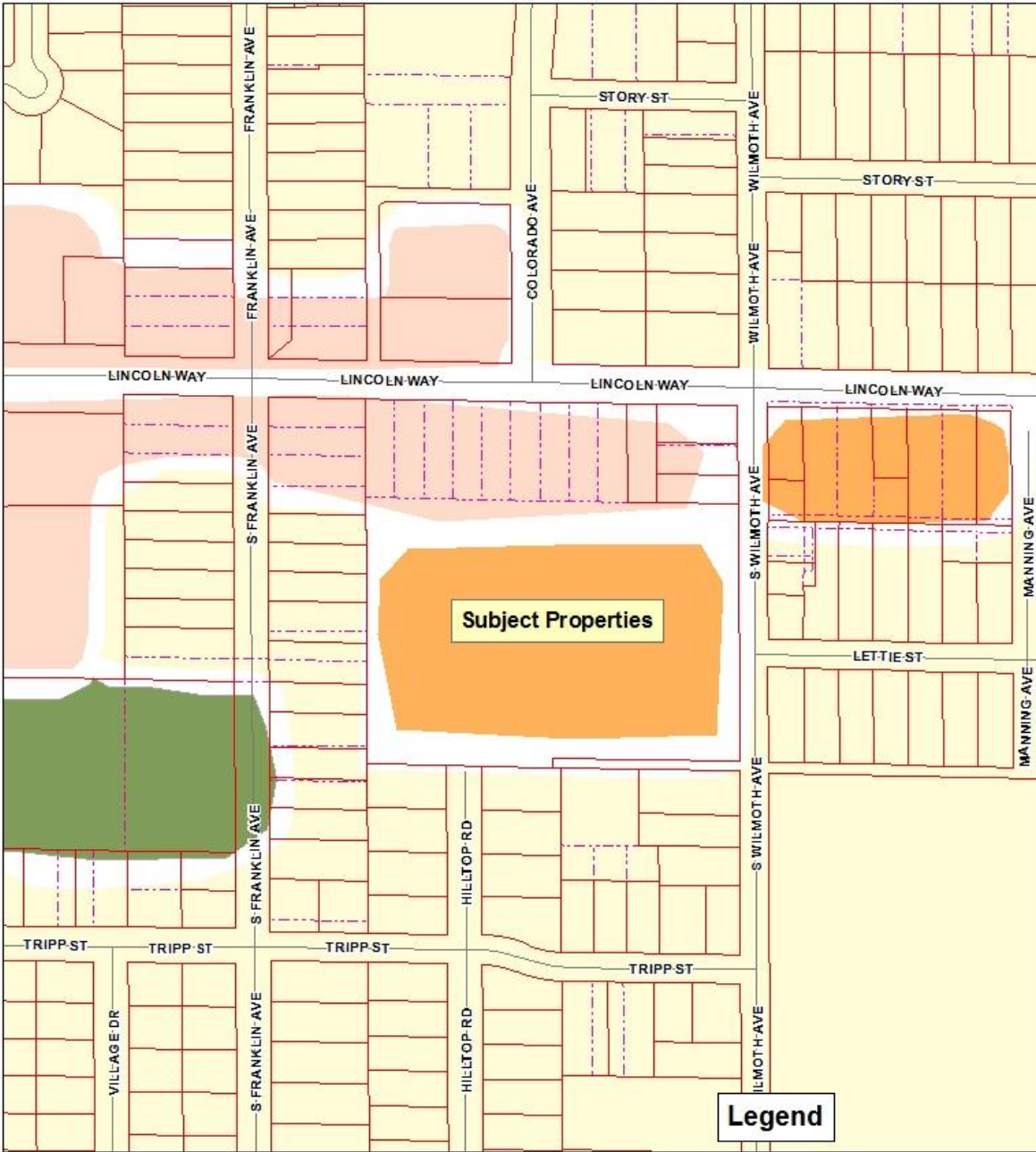
With Council's direction on how to proceed, staff will provide notice of a public hearing with the Planning and Zoning Commission on September 2, 2015 and subsequently bring the Planning and Zoning Commission recommendation to the Council for a final decision on the LUPP land use designation amendment. Subsequent to City Council's approval of an amendment to the LUPP, the City will complete the rezoning process in accordance with the terms of the Settlement Agreement.

**Attachment 1
Existing LUPP Map**



Existing LUPP Map

Attachment 2 Proposed LUPP Map



Existing LUPP Map

Attachment 3 Pertinent LUPP Goals

Goal No. 1. Recognizing that additional population and economic growth is likely, it is the goal of Ames to plan for and manage growth within the context of the community's capacity and preferences. It is the further goal of the community to manage its growth so that it is more sustainable, predictable and assures quality of life.

Goal No. 2. In preparing for the target population and employment growth, it is the goal of Ames to assure the adequate provision and availability of developable land. It is the further goal of the community to guide the character, location, and compatibility of growth with the area's natural resources and rural areas.

Goal No. 4. It is the goal of Ames to create a greater sense of place and connectivity, physically and psychologically, in building a neighborhood and overall community identity and spirit. It is the further goal of the community to assure a more healthy, safe, and attractive environment.

Goal No. 5. It is the goal of Ames to establish a cost-effective and efficient growth pattern for development in new areas and in a limited number of existing areas for intensification. It is a further goal of the community to link the timing of development with the installation of public infrastructure including utilities, multi-modal transportation system, parks and open space.

Goal No. 6. It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.

Staff Report

**DISCUSSION OF OPTIONS FOR URBAN REVITALIZATION AREA AND
QUALIFYING CRITERIA FOR BRECKENRIDGE NORTH PARCEL AT 205 S.
WILMOTH**

August 11, 2015

BACKGROUND:

On July 28, 2015 City Council approved the Settlement Agreement between the City of Ames and Breckenridge Group concerning the three parcels currently owned by the Breckenridge Group located at 205 S. Wilmoth, 321 State and 601 State Avenue. Also included within agreement are the potential for three single-family lots that Breckenridge has an option to purchase (101, 105, and 107 S. Wilmoth Avenue) to be included in the development of 205 S. Wilmoth, this is known as the Enlarged North Parcel. Development of the Enlarged North Parcel is to be a mixed-use and residential apartment development with a maximum of 422 beds and between 15,000 to 40,000 square feet of commercial space. The agreement identifies an obligation for the City to create an Urban Revitalization Area for 205 S. Wilmoth and potentially the three additional properties along S. Wilmoth. See attached location map.

The action to be taken by City Council at this time is to provide direction to staff on initiating the process for designating an Urban Revitalization Area and if any qualifying criteria are needed for a project to receive partial property tax abatement.

Urban Revitalization Area Boundary

In determining to proceed with designating an area, the City Council must provide direction on which properties to be included in the Urban Revitalization Area (URA). In choosing the extent of the area, the Code of Iowa requires that a finding of removal of blight, protection of health, safety, and general welfare, restoration of productive reuse of historic buildings, promotion of economic development, or that an area is appropriate for public facilities supporting residential development or construction of housing. Development of vacant land is one of means of making an eligibility finding under the statutory requirements.

In regards to the Settlement Agreement, at a minimum the Enlarged North Parcel option must be included in the initial description of the URA. The majority of this land is vacant in the Enlarged North Parcel area. Council could provide direction to staff to include additional properties for revitalization, including 3316 Lincoln Way that is surrounded by the Enlarged North Parcel. The only other vacant land near the subject site is the

Middle Parcel to the south of the site and an approximate two-acre site to the west along Lincoln Way that is also planned for mixed use. All the other properties in the area are developed with buildings and uses that are consistent with the underlying zoning. **Creating a URA for just the Enlarged North Parcel area would allow for the quickest adoption of the URA and a Plan with standards tailored to the site versus considering other potential development options in the area.**

Qualifying Criteria

Within the Code of Iowa language for a URA, all similar uses and properties must be treated equally in regards to their inclusion in a URA. However, a local government may establish qualifying criteria for a project to be eligible to receive property tax abatement.

Typically, the City has required certain site development standards, building elements, and restrictions on uses for eligibility. The use of criteria varies among the different URAs. For example, the City has required flood plain improvements for some commercial developments or to require brick materials on the exterior of buildings. In some cases, the Council has adopted a site plan and architectural elevations as the eligibility criteria that are then specific to a site rather than general criteria. Developing a site specific plan would necessitate the property owner providing a concept plan to for City review and acceptance prior to creating the URA.

Staff has reviewed the current URAs and the former Commercial and former Multiple Family Development URAs to generate a list of potential qualifying criteria that could be relevant to a mixed use and residential apartment development.

- Use of brick materials on street facing facades and side facades
- Include architectural elements reinforcing residential building entrances for facades facing a public street
- Additional landscaping that exceeds the underlying zoning standards
- Structured parking
- Commercial design with retail storefronts and windows along the street
- Commercial use with direct access to the street
- Signage style
- Limits on types of commercial uses
- Public safety enhancements in Campustown

In addition to considering past criteria, staff recommends incorporating commercial specific standards for mixed use that are based upon the design principles and standards from the Lincoln Way Mixed Use Overlay District. This would include:

- Ground floor commercial uses of mixed use buildings must be permitted use of the HOC base zone for Office Uses; Retail Sales and Services Uses; Entertainment, Restaurant, and Recreation; and miscellaneous use of childcare.
- A clubhouse, as defined in the Zoning Ordinance, shall not be permitted on the ground floor of a commercial mixed use building.
- Typical commercial tenant foot print shall have a minimum depth of 40 feet.
- Commercial area shall have a floor to ceiling height of a minimum of 12 feet.
- Commercial parking that exceeds the minimum 3.3 parking spaces per 1,000

square feet of retail/office commercial square footage. This allows for more flexibility in future tenancing, including restaurants.

If the City Council chooses to proceed, the following steps are needed to establish the Urban Revitalization Area and Plan:

- City Council adoption of a resolution finding that economic development or development of housing within the area is necessary.
- City preparation of a “Plan,” specifying standards and qualifying criteria.
- City Council setting date of public hearing, with mailed notice of the Public Hearing to owners within the area.
- City Council enactment of an ordinance designating the area and resolution to approve the Plan.

Staff will provide a draft plan with any specified qualifying criteria for Council review before noticing a public hearing for adoption of the URA and Plan.

STAFF COMMENTS:

URA Boundaries

In regards to establishing a boundary for the URA, it appears that working with the Enlarged North Parcel is the most suitable choice due to the timing of this effort. It is not known if additional properties would meet any eligibility requirements established by the Council and benefit from the being within the URA.

URA Qualifying Criteria

For establishing Qualifying Criteria, without an applicant design project example, staff believes incorporating some of the design enhancements and use limitations that have been customary in Ames are appropriate. Staff believes the most important elements relevant to the types of uses and location of the Enlarged North Parcel are the following:

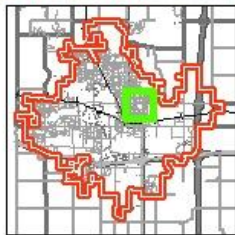
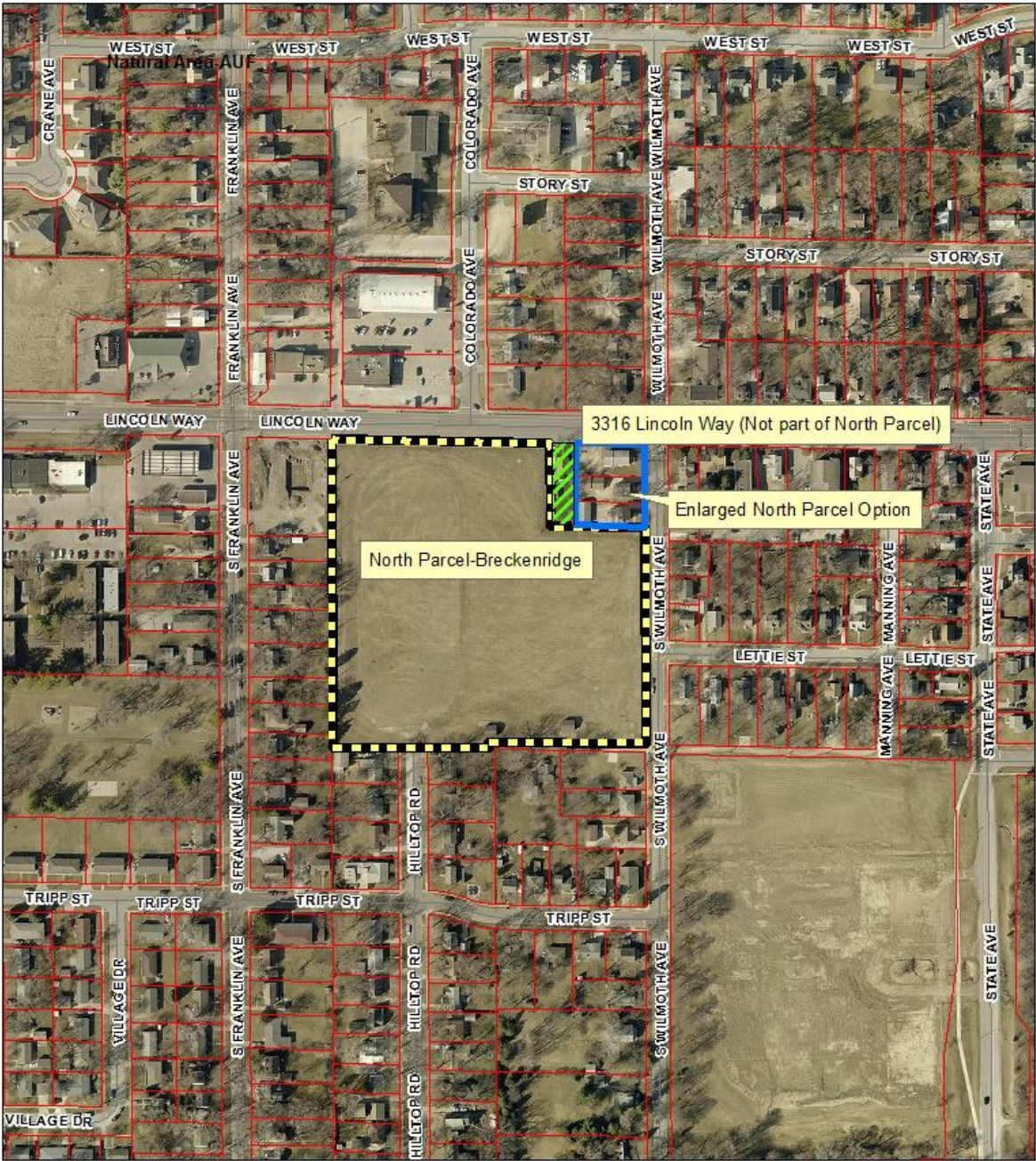
1. Use of clay brick as the principally building material for 80% of the front facades, excluding openings. The remaining facades shall incorporate clay brick or cut stone into 50% of the façade materials.
2. Residential apartment buildings shall utilize hipped or gabled roofs.
3. Provide additional commercial parking in excess of the retail/office parking rate of 3.3 spaces per 1,000 square feet of gross commercial floor area. A minimum of 20% of the commercial floor area be parked at a rate of 9 spaces per 1,000 square feet of gross commercial floor area for the first 30,000 square feet of gross floor area.
4. A clubhouse, as defined in the Zoning Ordinance, shall not be permitted on the ground floor of a commercial mixed use building.
5. Ground floor commercial uses of mixed use buildings must be a permitted use of

the HOC base zone for Office Uses; Retail Sales and Services Uses; Entertainment, Restaurant, and Recreation; and miscellaneous use of childcare.

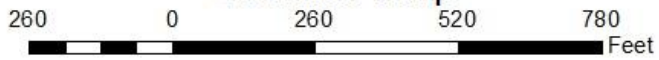
6. Typical commercial tenant footprint shall have a minimum depth of 40 feet.
7. Commercial areas shall have a floor to ceiling height of a minimum of 12 feet.
8. Primary entrances to residential buildings shall include covered entries with architectural enhancements.
9. Receive and maintain certification for the Iowa Crime Free Multi-Housing Program administered by the Ames Police Department.
10. Utilize a sign program for commercial tenants that provide a cohesive design and lighting style to the site. Sign Program will allow for wall signage per the Sign Code. If a commercial ground sign is constructed, it is restricted to a single monument sign along Lincoln Way and shall include a decorative base compatible with the commercial buildings finishes and have an opaque sign face background. The Sign Program must be approved by the Planning Director.
11. Provide landscape buffering with the L3 and F2 standards in a minimum of a 10-foot-wide planter along the perimeter property lines of the site.
12. Provide street trees, per City specifications, along Wilmoth Avenue.

NEXT STEPS:

Utilizing the direction provided by the City Council at the August 11th meeting, the staff will prepare a draft plan that will be brought back to the Council for final approval. Assuming confirmation is given, then a date for public hearing will be established and the other statutory steps can be accomplished.



Urban Renewal Area Properties
Location Map



Staff Report

**REQUEST TO AMEND ROSE PRAIRIE
PRE-ANNEXATION DEVELOPMENT AGREEMENT**

August 11, 2015

BACKGROUND:

Prior owners of the 170 acre site at the corner of Grant Avenue and 190th Street requested approval of rural subdivision in 2009. **Since the request to develop further north was not supported in the LUPP, the City Council denied the request and was subsequently sued for its denial by the property owner. City Council then directed staff to negotiate a mutually agreeable development agreement as a pre-annexation agreement that included dismissal of the lawsuit.** City Council approved on July 20, 2010 a pre-annexation agreement that included acquiescence to annexation of the 170 acre site and laid out development parameters, obligations for utility costs to serve the area, and a conceptual plan for development of 292 single-family homes in the manner of conservation subdivision. The original agreement is include as Attachment A.

Although the property was annexed to the City in 2010, development of the site did not progress and the property was transferred to other parties. The current owner of the property, Rose Prairie LLC, is represented by Terry Lutz and they acquired title to the property in May 2014.

The Developer has identified 13 issues they would like to have addressed in an amendment to the current Agreement (Attachment B-Developer Letter). The key topics related to the original agreement include exceeding the 292 unit plan for development of site with up to 678 housing units and convenience commercial, repayment of water costs, repayment of sanitary sewer costs, agreement to move the shared use path from railroad side of the project to Grant Avenue, costs for electric transmission extension, delete the phosphors fertilizer prohibition, and eliminate the fire sprinkler requirement.

Additional issues not in the current agreement that the Developer would like addressed in a revised contract include: neighborhood park, assignment of obligations to successor interest in selling off parts of the overall development, location of convenience commercial zoning at the corner of 190th Street and Grant Avenue, high density apartments of 162 units along 190th Street, and street layout of loop roads that does not include an east/west through street connection to Grand Avenue.

It is important to note that approval of any of the amendments suggested by the Developer and supported by the City Council will not occur on August 11, 2015.

With Council's direction to proceed with specified amendments, the Developer will continue with their rezoning request preliminary plat process. The revised Pre-Annexation Agreement will be considered at the same time as the rezoning requests are considered by the Council.

DEVELOPER SUGGESTED CHANGES TO THE PRE-ANNEXATION AGREEMENT:

ISSUE 1. *Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, or F-PRD and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D.*

Staff Comments: The existing agreement mandates rezoning to FS-RL and includes a concept design with 292 single family housing units. The current Developer is pursuing a different concept with up to 8 acres of commercial area and development of single family detached, single family attached, and apartments that require different zoning districts than FS-RL that is identified in the existing agreement. The total development request by the Developer is a maximum of 678 units. An example of their master plan is contained in Attachment C.

In order for the Planning staff to move forward to assist the Developer in accomplishing this new design concept, the staff needs to know that the Council is willing to consider a development plan that is different than the one that was approved for the previous owner as shown on Exhibit D in the existing Pre-Annexation Agreement. **Therefore, if Council is willing to accept an alternative concept plan, this provision must be changed to consider alternatives.**

ISSUE 2. *Section V.B.6.a - This section requires that a pro-rata share of the water cost be paid each time a parcel is platted. In addition its states the total connection fee for the water costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie's portion of the water main on Grant is to be paid in full by July 10, 2020 (only 5 years from now). The City just installed the water and sewer project last year.*

Given the size of our development (170 acres) the existing requirement to pay 100% of this cost in 5 years from now (regardless of whether or not anything is platted) is extremely onerous. We believe this puts our development at a competitive disadvantage with neighboring developers, as they have less than half of the land to develop. It is not reasonable to assume we will have all 170 acres of our land developed at the same time as our competing developers, given the size of our development compared to theirs.

Consistent with every other City we develop in, we are requesting to only pay the connection fee for the water at the time a final plat is approved, which is when an end user will actually connect to the water system. A payment schedule could be developed whereby the City would be reimbursed for 100% of the cost of the water main at such time only 80% of the 170 acre parcel is developed. We are requesting that there would be no requirement to pay the balance in full after 10 years, if there is still undeveloped ground.

Staff Comments:

The timely repayment for the advanced funding provided by the City for sanitary sewer and water improvements was the goal of the language included in the agreement. The Council can choose to accept the Developer's new proposal to repay the utilities or modify the agreement to mirror the language that was included in the subsequent Pre-Annexation Agreements with the other two developers along Grant Avenue in this Northern Growth Area; Quarry Estates and Hunziker. This language requires full payment with the first final plat occurring more than ten years after the annexation.

Staff believes a more equitable solution would be to revise the agreement requiring full payment of remaining connection fees with the first plat after December 30, 2023. This alternative would keep the Rose Prairie obligation consistent with the other annexed projects along Grant Avenue.

ISSUE 3. Section V.C.5.a - This section is similar to Section V.B.6.a, except V.C.5.a deals with the sanitary sewer connection fees instead of water. We are requesting the same method of paying the sewer connection fees as we have requested for water. Payments only at the time of final platting with no 10 year "pay in full" requirement.

Staff Comments:

The staff comments presented for Issue 2 would be the same for this issue.

ISSUE 4. Section V.C.6 - States the Developer is to finance 100% of the cost of any sanitary sewer that may be required to serve the land west and north of Rose Prairie designated as the line from point 2 to point 4 and from point 3 to point 4 on Attachment H. If and when the land outside of the Rose Prairie property develops, the City would reimburse the Developer the pro-rata cost of the sewer benefiting land outside the development with connection fees paid by others.

We believe this is an unfair method of financing this sewer as it places the burden of cost and financing sewer improvements that do not benefit our property, on our development. This places our development in an uncompetitive situation to our neighboring competing developments by driving up our costs (the other developments do not have this cost).

Not only does this put our development at a competitive disadvantage, the City is suggesting we "up-front" the utility costs for other land owners, in hopes of further development by these land owners.

We are requesting the City pay any cost of water or sewer extensions to Rose Prairie that benefits land outside of Rose Prairie. The City can recoup that cost from future development through connection fees the same way you are doing the work on Grant Avenue. We request this cost be paid by the City to Rose Prairie at the time these specific water or sewer extensions are constructed in our development.

Staff Comments:

The requirement specified in the agreement for the Developer to extend utilities to the north and west limits of his property is in keeping with the City's current policy for

infrastructure extensions. What is unusual about the provisions of this contract is that, rather than the developer pay for the whole cost of the sanitary sewer line across the property in a non-incentivized growth area, the City agreed to consider creating a connection district to repay the developer a pro-rated share in the future. **Therefore, staff sees no reason to change the agreement unless Council is willing to make a radical shift in its policy regarding the City's participation in extending infrastructure in non-incentivized growth areas**

ISSUE 5. *Section V.E.2 - States the Developer shall install a "shared use path" adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks. We understand Rose Prairie will only be required to pay for one placed per the City's direction along Grant Avenue.*

Staff Comments:

At the time of the original agreement, a trail was planned to run along the railroad and continue north in the County along the railroad right-of-way and connect to Gilbert. Since that time, the County has changed plans from installing a trail along the railroad to placing a trail along Grant Avenue. City staff believes we should match the County's plan and now have the shared use path along the west side of Grant Avenue. The Developer desires to only construct one shared use path and not be required to build both the original path along the railroad and the Grant Avenue path. **Therefore, staff supports this contract change to match current plans.**

ISSUE 6. *Section V.F.1-3 - States the Developer shall pay for the electric extensions, lights, etc. We are requesting Rose Prairie pay for whatever costs were agreed to by the Hunziker and Friedrich's Development south and east of Rose Prairie.*

Staff Comments:

The agreement anticipates that should the development of Rose Prairie occur prior to the development of the Hunziker South property, Rose Prairie would be responsible to bring electricity to their site. The City Council did not want to promote the "leapfrogging" of development to the north. **The staff sees no reason to change this section of the agreement at this time.** Because the initial portion of the Rose Prairie development to the north will occur within the Midland Power Cooperative service territory, it is highly probable that the City's electric distribution lines will be extended to Rose Prairie's southern boundary when Hunziker develops its southern property in the near future.

ISSUE 7. *Section V.H.1 - Requires the Developer to include a covenant prohibiting the use of fertilizer or lawn additive that contains phosphate. Rose Prairie requests we be treated consistent with the Hunziker and Friedrich's property to the south and east of Rose Prairie. We will address this in our covenants.*

Staff Comments:

The current language in the two other Pre-Annexation Agreements match the language in the existing Rose Prairie agreement. **Therefore, staff does not believe a change is warranted.**

ISSUE 8. *Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich's property to the south and east of Rose Prairie.*

Staff Comments:

When first considered by the City Council, this subdivision was outside of the City Council's emergency response time standard. Therefore, the requirement for sprinklered houses was meant to address this issue. The City Council eliminated this standard when a decision was made to grow further to the north, and this language was then removed from the Hunziker and Quarry Estates Pre-Annexation Agreements. **Therefore, the staff can support the request that this section be removed from the agreement.**

ISSUE 9. *The City is requesting, and the Developer is willing, to sell up to five (5) acres of land to the City for a public park. The park will be located approximately as shown on Attachment D and have access off a road. We are proposing to sell the land for \$30,000 per acre to the City, plus the per acre cost charged to the Rose Prairie land for all off-site streets, water, sewer, electric, etc., plus the cost of extending roads and/or utilities adjacent to the park property. These costs will be determined and paid for by the City at the time the developer constructs the adjacent infrastructure to serve the park land.*

Staff Comments:

Staff has identified that the proposed development of the Rose Prairie with its requested intensification combined with the Hunziker South development trigger the need for a City Neighborhood Park. Neighborhood parks are active areas that provide small recreational facilities and a shelter. The LUPP identifies the need for parkland at a ratio of 5 acres per 1,000 people and we try to site neighborhood parks with a ½ mile service area. Rose Prairie projects to 1,500 people and with Hunziker South development the population may exceed 1,900 people. Currently, there are no Neighborhood Parks within a half mile radius of the vast majority of this area. The closest park is Lloyd Kurtz at the corner of Bloomington and Hyde.

Staff believes the park is a necessary component of public infrastructure to support rezoning and platting of the area for both projects. As needed infrastructure related to this project, staff does not believe that the acquisition of land for a park should be a City cost. Staff has requested that land be dedicated to the City in the south to central area of Rose Prairie and be in a developable condition. The City would incur costs for construction of improvements within the park, but not street improvements abutting the park. Our most recent neighborhood park in Northridge Heights was provided for in this manner. **Staff believes the agreement should reflect the arrangement as described by staff rather than the City paying for the land and improvements.**

ISSUE 10. *As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of this agreement to potential other developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments, connection fees, etc. required by these outlots, will*

be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of this agreement.

Staff Comments:

The current structure of the agreement for repayment of infrastructure costs is triggered by final plats. The Developer desires to create large parcels with the intent of selling off the parcels and then have them subsequently platted for development. The Developer would like the agreement amended to reflect creation of these large parcels as an intermediate step that does not meet the intent of a “final plat” where fees are due. Fees would then be due with final plat for development of each large parcel.

This type of revision will negatively impact the City's recapture of the water and sewer connection fees and street assessment as contemplated in the current agreement. **In order to accomplish this request, a revised agreement would need to include the terms and conditions for the payment of connection fees and assessments for all proposed "neighborhoods/outlots".**

ISSUE 11. *We are requesting the City Council approve the location of our proposed village center at the corner of 190th and Grant Ave. as shown on our previously submitted concept plan approved by the City Council and P&Z.*

Staff Comments:

In May 2015, the City Council approved an LUPP Amendment to create a Convenience Commercial Node for the North Growth Area. Development of commercial uses will be a later phase of the project, but the Developer wants to address whether commercial zoning will be at the corner of 190th and Grant or pushed south on Grant to a more central location. Location of the commercial will alter their approach to residential development and the Developer would like guidance on their proposed Master Plan that is Attachment C.

Locating commercial at a corner of major streets is a common interest for shopping center design and it would have easy vehicular access for many customers. A more centrally located center south on Grant would typically be more desirable and consistent with the LUPP goals as it would be closer to more homes and not on the edge of the City. However, in this case with no significant east/west road connections through the Growth Area, it is difficult to project the success of locating a shopping center further south on Grant. **Therefore, staff believes either location for commercial zoning could be acceptable.**

ISSUE 12. *We are requesting the City Council approve the location of the multi-family apartments we are proposing along 190th (not to exceed 162 dwelling units) as shown on our previously submitted concept plan.*

Staff Comments:

If the City Council believes that apartments are a desirable housing type in the Rose Prairie development, then the proposed location along 190th Street is acceptable to the staff.

ISSUE 13. *We are requesting the City Council adopt our proposed “Neighborhood Parcel” concept whereby we are proposing individual neighborhoods, served with a*

“looped” street, providing two access points into each parcel. We have proposed this concept to maintain individual neighborhoods connected with pedestrian trails and green space, while minimizing traffic volumes within each neighborhood. Each neighborhood will connect to our proposed north-south interior collector street.

Staff Comments:

The attached Master Plan illustrates the developer’s ideal method of circulation with loop streets and a central open space feature. Most neighborhoods in Ames are not developed in this style, with the noted exception of Parkview Heights.

Staff has identified two street circulation issues related to the concept. 1) The original Exhibit D in the agreement included an east/west street connecting to Grant Road and taking traffic into the development as well as a north/south street system. 2) The second issue relates to subdivision standards for block lengths and connections tying neighborhoods together and creating extensions to other abutting properties for development. The Developer is seeking direction on these issues regarding the Master Plan as it strongly influences the design of the project.

Staff recommends that an east/west street connection to Grant be included in the design based on our street and block length standards and how typical roadways are planned in Ames. Without the east/west road connection, street spacing exceeds our normal standards of not to exceed a ¼ mile for major intersections. Including the roadway, and not just trail connections would facilitate a typical roadway network spacing and circulation route for the development. The east/west connection may impact the developers desire to locate the lake/stormwater detention feature as shown in the Master Plan.

In general, **staff believes some loop roads for the neighborhoods are acceptable. Lacking the details that will be presented in the preliminary plat application, staff is unable to determine how the circulation for some of the larger areas will be impacted by the proposed loop road system. Staff also believes some street stubs to the abutting properties where developable land may exist is beneficial to the City.**

August 8, 2015

Honorable Mayor and City Council,

We appreciate your cooperation and support of our efforts to develop the 170 acre Rose Prairie Development in North Ames. As part of the development process, we are hereby requesting revisions to the original pre-annexation agreement dated July 20, 2010 and would like clarification on a few items before we proceed further.

As a point of reference, this agreement was signed by a previous Developer prior to the recession. When the property went back to the bank, it was sold to an investor. We purchased the property from that investor. As we have been revising the original design concept to create more density at the City's request and enhance other aspects of the project, it has become evident that some of the original terms of the agreement are very onerous on our development. We are therefore asking for your consideration to modify the agreement. The following outlines our requested modifications to the terms of that agreement:

1. Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, or F-PRD and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D.
2. Section V.B.6.a - This section requires that a pro-rata share of the water cost be paid each time a parcel is platted. In addition its states the total connection fee for the water costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie's portion of the water main on Grant is to be paid in full by July 10, 2020 (only 5 years from now). The City just installed the water and sewer project last year.

Given the size of our development (170 acres) the existing requirement to pay 100% of this cost in 5 years from now (regardless of whether or not anything is platted) is extremely onerous. We believe this puts our development at a competitive disadvantage with neighboring developers, as they have less than half of the land to develop. It is not reasonable to assume we will have all 170 acres of our land developed at the same time as our competing developers, given the size of our development compared to theirs.

Consistent with every other City we develop in, we are requesting to only pay the connection fee for the water at the time a final plat is approved, which is when an end user will actually connect to the water system. A payment schedule could be developed whereby the City would be reimbursed for 100% of the cost of the water main at such time only 80% of the 170 acre parcel is developed. We are requesting that there would be no requirement to pay the balance in full after 10 years, if there is still undeveloped ground.

3. Section V.C.5.a - This section is similar to Section V.B.6.a, except V.C.5.a deals with the sanitary sewer connection fees instead of water. We are requesting the same method of paying the sewer connection fees as we have requested for water. Payments only at the time of final platting with no 10 year "pay in full" requirement.
4. Section V.C.6 - States the Developer is to finance 100% of the cost of any sanitary sewer that may be required to serve the land west and north of Rose Prairie designated as the

line from point 2 to point 4 and from point 3 to point 4 on Attachment H. If and when the land outside of the Rose Prairie property develops, the City would reimburse the Developer the pro-rata cost of the sewer benefiting land outside the development with connection fees paid by others.

We believe this is an unfair method of financing this sewer as it places the burden of cost and financing sewer improvements that do not benefit our property, on our development. This places our development in an uncompetitive situation to our neighboring competing developments by driving up our costs (the other developments do not have this cost).

Not only does this put our development at a competitive disadvantage, the City is suggesting we "up-front" the utility costs for other land owners, in hopes of further development by these land owners.

We are requesting the City pay any cost of water or sewer extensions to Rose Prairie that benefits land outside of Rose Prairie. The City can recoup that cost from future development through connection fees the same way you are doing the work on Grant Avenue. We request this cost be paid by the City to Rose Prairie at the time these specific water or sewer extensions are constructed in our development.

5. Section V.E.2 - States the Developer shall install a "shared use path" adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks. We understand Rose Prairie will only be required to pay for one placed per the City's direction along Grant Avenue.
6. Section V.F.1-3 - States the Developer shall pay for the electric extensions, lights, etc. We are requesting Rose Prairie pay for whatever costs were agreed to by the Hunziker and Freidrich's Development south and east of Rose Prairie.
7. Section V.H.1 - Requires the Developer to include a covenant prohibiting the use of fertilizer or lawn additive that contains phosphate. Rose Prairie requests we be treated consistent with the Hunziker and Freidrich's property to the south and east of Rose Prairie. We will address this in our covenants.
8. Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich's property to the south and east of Rose Prairie.

Additional requests not in the original pre-annexation agreement:

9. The City is requesting, and the Developer is willing, to sell up to five (5) acres of land to the City for a public park. The park will be located approximately as shown on Attachment D and have access off a road. We are proposing to sell the land for \$30,000 per acre to the City, plus the per acre cost charged to the Rose Prairie land for all off-site streets, water, sewer, electric, etc., plus the cost of extending roads and/or utilities adjacent to the park property. These costs will be determined and paid for by the City at the time the developer constructs the adjacent infrastructure to serve the park land.
10. As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of this agreement to potential other developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments,

connection fees, etc. required by these outlots, will be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of this agreement.

11. We are requesting the City Council approve the location of our proposed village center at the corner of 190th and Grant Ave. as shown on our previously submitted concept plan approved by the City Council and P&Z.
12. We are requesting the City Council approve the location of the multi-family apartments we are proposing along 190th (not to exceed 162 dwelling units) as shown on our previously submitted concept plan.
13. We are requesting the City Council adopt our proposed "Neighborhood Parcel" concept whereby we are proposing individual neighborhoods, served with a "looped" street, providing two access points into each parcel. We have proposed this concept to maintain individual neighborhoods connected with pedestrian trails and green space, while minimizing traffic volumes within each neighborhood. Each neighborhood will connect to our proposed north-south interior collector street.

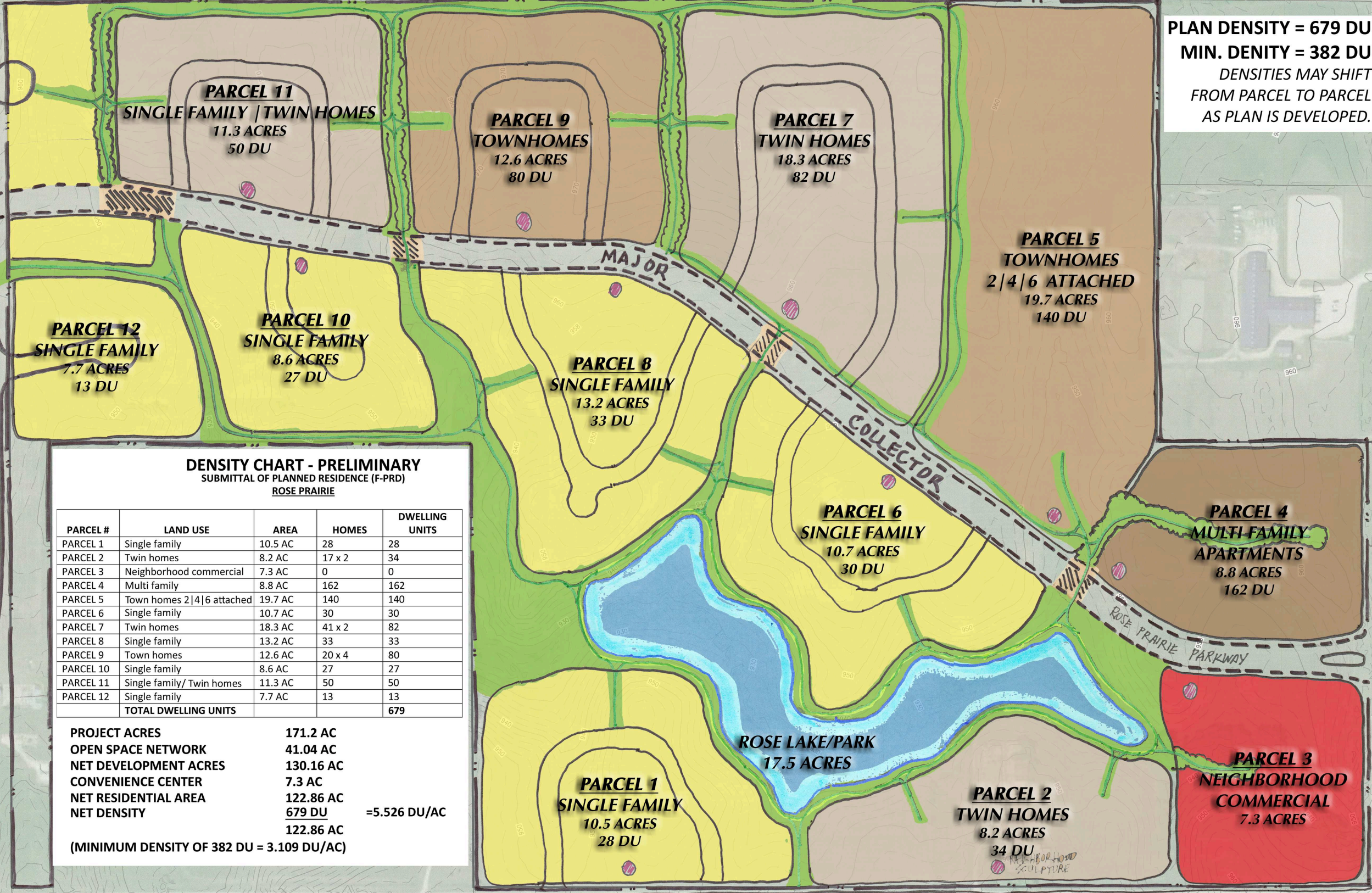
We appreciate your cooperation and look forward to bringing a significant and unique development to Ames.

Sincerely,

Terry J. Lutz, P.E.
Manager
Rose Prairie, LLC

DENSITY PLAN

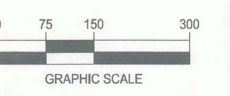
PLAN DENSITY = 679 DU
MIN. DENSITY = 382 DU
DENSITIES MAY SHIFT
FROM PARCEL TO PARCEL
AS PLAN IS DEVELOPED.



DENSITY CHART - PRELIMINARY
SUBMITTAL OF PLANNED RESIDENCE (F-PRD)
ROSE PRAIRIE

PARCEL #	LAND USE	AREA	HOMES	DWELLING UNITS
PARCEL 1	Single family	10.5 AC	28	28
PARCEL 2	Twin homes	8.2 AC	17 x 2	34
PARCEL 3	Neighborhood commercial	7.3 AC	0	0
PARCEL 4	Multi family	8.8 AC	162	162
PARCEL 5	Town homes 2 4 6 attached	19.7 AC	140	140
PARCEL 6	Single family	10.7 AC	30	30
PARCEL 7	Twin homes	18.3 AC	41 x 2	82
PARCEL 8	Single family	13.2 AC	33	33
PARCEL 9	Town homes	12.6 AC	20 x 4	80
PARCEL 10	Single family	8.6 AC	27	27
PARCEL 11	Single family/ Twin homes	11.3 AC	50	50
PARCEL 12	Single family	7.7 AC	13	13
TOTAL DWELLING UNITS				679

PROJECT ACRES	171.2 AC	
OPEN SPACE NETWORK	41.04 AC	
NET DEVELOPMENT ACRES	130.16 AC	
CONVENIENCE CENTER	7.3 AC	
NET RESIDENTIAL AREA	122.86 AC	
NET DENSITY	679 DU	=5.526 DU/AC
	122.86 AC	
(MINIMUM DENSITY OF 382 DU = 3.109 DU/AC)		



ROSE PRAIRIE
AMES, IOWA
2212007
FEBRUARY 2014

REVISIONS
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.

ENGINEER: CAS
DRAWN BY: CLS
CHECKED BY: CAS
FIELD BOOK NO.:
DRAWING NO.: SHEET

COUNCIL ACTION FORM

**SUBJECT: UPDATE ON REQUEST FOR PROPOSALS (RFP) FOR
REDEVELOPMENT OF THE CITY-OWNED PROPERTIES
AT 519-521 6TH STREET**

BACKGROUND:

At the May 12, 2015, the City Council directed staff to proceed with soliciting development opportunities for the City properties at 519-521 6TH Street. At this meeting Council approved the following:

- 1) The criteria for the re-development of the City-owned properties at 519-521 6th Street purchased with Community Development Block Grant funds,
- 2) The authorization to issue a RFP with application requirements and scoring criteria, and
- 3) The direction to initiate rezoning of the property from RM/O-SFC to RM.

A recap of the criteria and content of the RFP is included as Attachment A.

Prior to the RFP submittal deadline date of June, 30, 2015, staff invited interested developers and/or contractors to a Question and Answer session to provide background information and address any questions. There were four (4) developers/contractors that attended.

The City received one proposal by the June 30th deadline. The proposal was received from Benjamin Design Collaborative/ Story County Community Housing Corporation (BDC+SCCHC), see Attachment B. Staff convened a committee of 5 members from the following Departments: Planning, Finance, Purchasing, Building/Inspections and Housing to review the RFP. The team initially met to review the process and selection criteria and then separately reviewed and scored the proposal.

The RFP included a requirement for a proposal to receive a minimum of 85 points out of the maximum 172 available points to be considered further in the process and to receive a referral to the City Council. The final scoring of the lone proposal was 81 points.

The consensus of the committee's concerns regarding the BDC+SCCHC proposal was the project feasibility and the ability of the group to meet CDBG administration requirements. The main concerns were the financial instability of the organization (based on prior financial audits), project pro forma, overall lack of federal/state grant experience and administration, and organizational capacity for a project of this size and scale.

Staff learned through the process that the low response rate to the RPF was not from lack of interest in housing in Ames, but due the small number of units being proposed. In order to apply for larger funding sources to produce lower income housing units, such programs as the Low Income Tax Credit Program (LITC) or Work force Tax Credit Program (WTC), the minimum number of units to be proposed to be built is generally 20 units either in one project or package of projects. This is minimum unit threshold is due to how tax credits are syndicated for financing of projects.

POSSIBLE NEXT STEPS:

To address the potential financing gap in the pro forma for the 6th Street site, staff believes there are, at least, two strategies to pursue in regards to the disposition of the 6th Street properties:

Strategy 1. Acquire additional land to package with the 6th Street properties in order to increase the developable rental units to a minimum of 20 units.

Acquiring additional land would be consistent with the current Annual Action Plan. Once the land is acquired, the combined land package would be the subject of an RFP.

Strategy 2. The City can explore the feasibility of directly applying for grants on the behalf of the City, e.g. state HOME funds, to help pay for construction costs of the project.

If the City receives a grant, it administers project compliance and seeks a qualified builder to construct the units for the City. This option would involve substantial staff resources to prepare a grant application, administer the grant, and oversee the project construction. There would be additional costs for hiring design and consulting services for the project. Finally, the City will have to identify a new owner or operator for the rental units once the project is constructed.

ALTERNATIVES:

1. The City Council can approve a motion to postpone seeking the redevelopment of the 6th Street properties at this time and to direct staff to continue to seek opportunities to acquire additional properties that will result in an increase the number of affordable rental units that can be constructed.
2. The City Council can approve a motion to postpone seeking redevelopment of the 6th Street properties and to direct staff to explore the feasibility and timing of seeking state HOME funds for construction of affordable rental housing at the City's 6th Street site.
3. The City Council can refer this request back to staff further analysis and recommendations.

MANAGER'S RECOMMENDED ACTION:

Staff believes that postponing the redevelopment of the 6th Street properties at this time and continuing to acquire properties in order to increase the number of affordable rental housing units that can be constructed is the most prudent option.

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

ATTACHMENT A
Request for Proposal Selection Criteria & Process

A. Minimum Development Requirements.

Proposals submitted shall meet the following minimum requirements:

- Target development intensity of 10 maximum household living units.
- Target a mix of affordable housing with a minimum of 70% of the units rented to households with incomes that do not exceed 60% of the area median income limits as set by HUD for Ames/Story County. The remaining 30% of units may be rented to household who do not exceed 80% of the area median income limits as set by HUD for Ames/Story County. Household incomes restrictions limitations shall be in place for a minimum of 20 years. *(Note, for example a 3-person household at 50% of AMI is \$34,450. A 3-person household at 80% AMI is \$55,100).*
- Household units shall consist of a minimum of two bedrooms with 80% of units having a minimum of three bedrooms.
- Rent levels cannot exceed the fair market rent limits established by HUD for Ames/Story County at the time of leasing.
- The site shall take parking space access from the existing alley.
- The site shall be developed as individual townhomes, or having the appearance of individual townhomes, with front entries oriented to 6th Street.
- Design guidelines for the project will include the elements of the Single Family Conservation Overlay (Ames Municipal Code Section 29.1101 (9) a through r). Additionally, the architectural design of the townhomes shall include elements to break up the mass of the building and create individual unit identity and character; this may include breaks between buildings, changes to roof form, or changes to wall planes.
- Exterior building materials for the front and side facades principally shall be brick.
- Site and building design shall consider the principles of Crime Prevention Through Environmental Design.
- The project will be subject to all Residential Medium (RM) Density zoning standards and site development requirements of the City.

B. Financial Incentives

In support of development of affordable housing the City will consider one or both of the following incentives for the selected developer if a need is proven.

- Offer the site at a reduced cost or no cost to the Developer;
- Offer property tax abatement through creation of an Urban Revitalization Area consistent with the limitations of the Chapter 404 of the Code of Iowa.

C. Selection Criteria

Applications which pass the minimum requirements will be evaluated by as staff review committee. The members of the committee will score each application. All applications must meet a minimum total score of 85 points to be considered for referral to the City Council.

Applications will be scored based on the following criteria:

1. Applicant/Developer Capability and Track Record (25 points);
2. Quality of References (20 points);
3. Project Design and Amenities (40 points);
4. Feasibility (25 points);
5. Property Management experience (20 points);
6. Leveraging other public and private sources of funds (15 points);
7. Assisted Units remain income restricted and/or affordable for longer than 20 years (10 points);
8. Energy improvements that lead to lower, long-term utility costs for occupants (7 points)
9. Incorporation of green building principles for building construction that prioritize indoor air quality and noise reduction (5)
10. Features that meet the highest accessibility standards as defined by federal, state and local requirements (5 points)

D. Selection Process

The selection of the preferred developer will utilize the following steps:

After the staff review committee evaluates each proposal, a report will be prepared for City Council that will contain background information and factual data for each proposal, a ranking of the proposals, and a committee recommendation regarding which developer's proposal should be selected as the preferred developer.

The final selection will be on the basis of:

1. The City Council's determination of the best proposal that meets the goals and objectives of the City;
2. A satisfactory agreement between the preferred developer and the City is finalized;
3. A completed verification of the qualifications of the proposed developer; and

It should be noted that the RFP will include language that the City reserves the right to reject or accept any or all proposals that are received.

ATTACHMENT B

BDC + SCCHC

CITY OF AMES SIXTH STREET PROPERTIES AFFORDABLE HOUSING PROJECT

Statement of Qualifications and Proposal

06.30.2015

Benjamin Design Collaborative • 491 Clark Avenue, Suite 200 • Ames, Iowa 50016 • Phone 515-232-0858 •
www.benjamin-design.com • john@benjamin-design.com •

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- b) Representative architectural elevations and floor plans
- c) Unit and Building Summary
- d) Project Pro Forma and Estimate of Probable Costs

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- a) Related experience during the last five years
- b) Relevant Multifamily Design Work
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- 2) Quality of References
- 3) Project Design and Amenities
- 4) Feasibility
- 5) Property Management Experience
- 6) Leveraging other public and private sources
- 7) Income Restriction and Affordability Term
- 8) Energy Improvements and Utility expenditure
- 9) Green building principles
- 10) Universal Design Standards

Letter of Intent:
Vanessa Baker-Latimer
Housing Coordinatm
City of Ames, Iowa

Benjamin Design
Collaborative, PC.

401 Clark Avenue, Suite 200
Ames, Iowa 50010
P : 515-232-0888
www.benjamin-design.com



STORY COUNTY
COMMUNITY
HOUSING
CORPORATION

130 s. Sheldon #307
Ames, Iowa 50014
P: 515-292-3676
www.storyhousing.org

Re: City of Ames, Sixth Street Affordable Housing Project

Two organizations, Story County Community Housing Corporation (SCCHC) and Benjamin Design Collaborative, P.C. (BDC), are well known for their commitment to Affordable Housing in Ames. Our selected Design Team represents a complete background and experience in making affordable housing happen. From the initial stages of preparing funding applications to the development, design and construction of affordable housing projects in Iowa we have been involved in each stage of the development process and look forward to making this a successful endeavor with the City of Ames.

We are approaching this project in such a way that allows us to provide a design team that is well suited to meet your time line and your needs. We understand the project's constraints and have assembled our key personnel who will be involved in the project. Most, if not all, of the work will be completed at the offices of Benjamin Design Collaborative, P.C.. We are located at 401 Main Street, effectively just one block south of City Hall.

BDC is an architectural firm in its twentieth year in downtown Ames, whose main focus has been affordable housing projects, market rate apartments, condominiums, and single family residential projects. One of the first things chosen to focus on at BDC was working with a group to start a Habitat for Humanity affiliate in Story County. From the beginning to the present, we have provided individual designs for each partner family, providing them with simple, decent housing at a fraction of the cost of market rate homes. To date BDC has designed over 30 homes for Habitat for Humanity of Central Iowa, and continues to provide advice and consulting on an as needed basis. As the principal of BDC John Lott will serve as the primary contact on the project.

SCCHC, formerly Story County Housing, was formed decades ago as a non-profit agency whose sole purpose is to provide more affordable housing options for people of Ames. They have residences and apartments all over town that are in compliance with HUD guidelines for income.

... continued on the next page

Letter of Intent - *continued*:

Benjamin Design
Collaborative, P.C.

401 Clark Avenue, Suite 200
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+

STORY COUNTY
COMMUNITY
HOUSING
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130 s. Sheldon #307
Ames, Iowa 50014
P: 515-292-3676
www.storyhousing.org

On May 21, 2015 the City of Ames distributed a Request for Proposals (RFP) seeking a Firm / Developer to partner with the City to develop as much Affordable Housing on the three 6th Street properties recently purchased by the City using CDBG grant funds. The Firms are being asked to make the best use of this City asset by creating a proforma that includes as many other grant funds, subsidized fund sources, and community groups involvement in the project as possible.

The success of this project will be measured, ultimately, by how many families will be given an improved housing opportunity and stronger community connections. The need for affordable housing is a well known, ever present concern within the Ames community. The range of available housing opportunities within the community is primarily focused on the large student population and relatively affluent workforce, leaving the members of the population at the lower end of the income scale few acceptable choices. This project will bring the community one step closer to the notion that everyone is indeed welcome to live here.

As long term members of the Ames community dedicated to enhancing the quality of life for everyone within the community, we are excited for this opportunity to be a part of this Affordable Housing project with the City of Ames.

We have shown a commitment to providing Affordable Housing throughout our previous work and possess years of experience with HUD and FHA design guidelines and requirements. We are dedicated towards creating more options within the Affordable Housing arena. We invite you to work with us and design with us. We believe that together we can make this happen.

We look forward to working together with you on this project.



John Lott

Dale Vander Schaaf

Item 1..0 - Profile of the Firm

...meet your DESIGN team

John D. Lott
AIA, LEED AP BD+C
Benjamin Design
Collaborative, PC.

john@benjamin-design.com

Professional Registrations:
Registered Architect in Iowa, Wisconsin
and Illinois

LEED Accredited Professional
Building Design and Construction

John will serve as the Project Manager directing the Work and will oversee the DesignTeam to ensure collaboration is present throughout the entire process. John has been closely involved with all types of affordable housing projects in central Iowa throughout his 40 year career in the Ames area.

John will provide the development design plans and elevations, submittals for site review and provide technical guidance on efficient and green construction methods and principles.

Related Project Experience: Habitat for Humanity - Past President, I-Jobs grant proposal preparation on public LEED accredited projects, Fair Housing Accessibility Design Requirements and Regulations.



Dale Vander Schaaf

STORY COUNTY
COMMUNITY
HOUSING
CORPORATION

dvschaaf@gmail.com

Dale will serve as the affordable housing consultant and grant application specialist and construction manager from the Design Team. As a primary member of the team Dale will be centrally involved in assisting with the grant application process. Dale has been centrally involved in providing affordable housing for over 28 years, and continues to provide close guidance to the future of SCCHC.

Building on his years of experience and solid base of knowledge on HUD income guidelines, low income property development and management; Dale will serve as a resource throughout the development of this CDBG-DR HUD project from initial grant application stages to final construction.

Related Project Experience : Habitat Construction Management, Board President of SCCHC non-profit, HUD compliant complex development, Fair Housing Accessibility Design Requirements and Regulations, HUD HOME Program.

Item 1..0 - Profile of the Firm

...meet your **DESIGN** team

Internal Revenue Service
P.O. Box 2508
Cincinnati, Ohio 45201

Department of the Treasury

Date: **JUN 28 W07**

Story County Community Housing
130 S. Sheldon 114
Ames, IA 500H

Person to Contact - ID#: William S. Sord - 31-08467
Contact Telephone Numbers: 817-829-5500 Phone
Federal Identification Number: 42-147271E

Dear Sir or Madam:

By our determination dated August 1999, you were held to be exempt from federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that the Story County Housing, Inc merged with Story County Community and Trust on December 20, 2006. On the same date you immediately changed your name to Story County Community Housing Corporation. Based on the information submitted, we have determined that the merger does not affect your exempt status. The organization will continue using Employer Identification Number 43-72716.

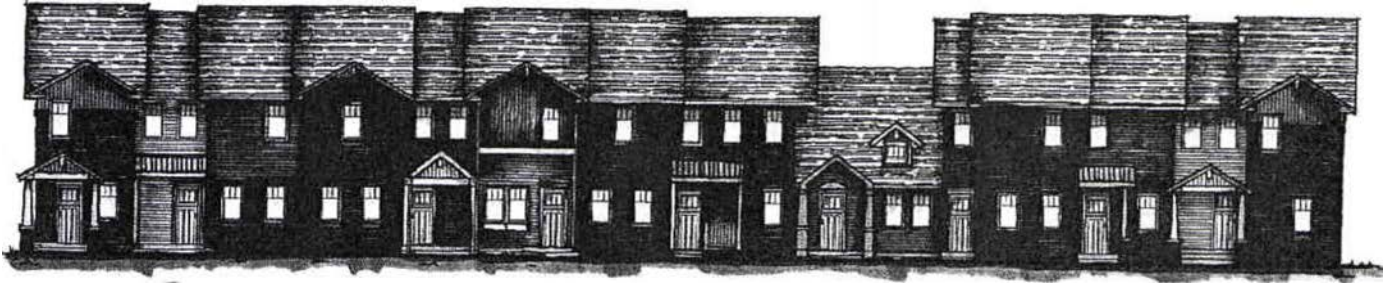
Please let us know about any further changes in your character, purposes, method of operation, name or address.

If you have any questions regarding this matter, please contact the person whose name and telephone number appear in the heading of this letter.

Sincerely,

Benjamin S. Johnson
Director, Exempt Organizations
Rulings and Agreements

Item 2.0 - Development Summary _ Our Proposal



Development Summary Statement:

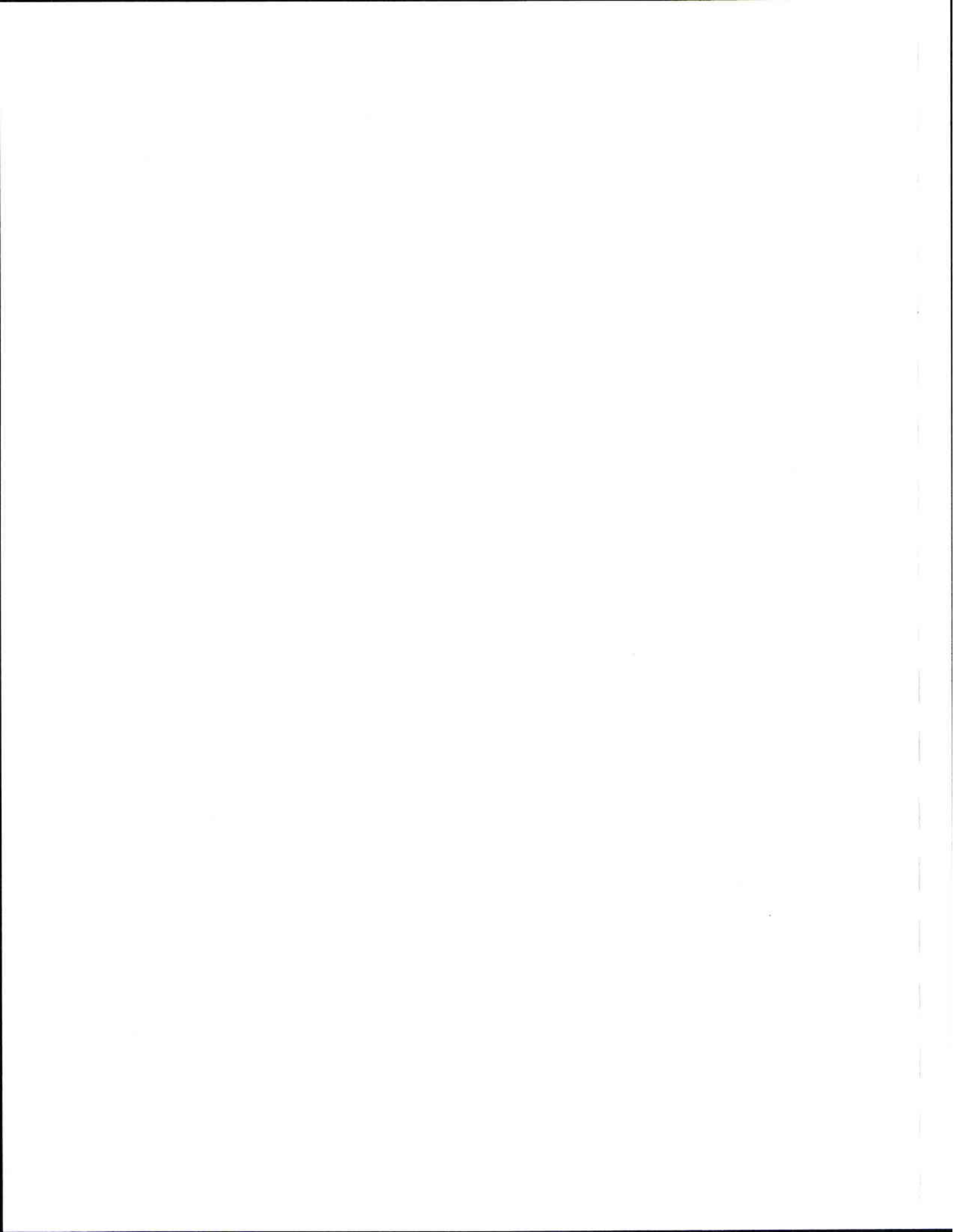
Our proposal is based on maximizing units on the site matched for those who are not being served by the current affordable housing market. Our experience has shown a lack of affordable three bedroom units in the affordable housing arena. Two bedrooms are more prevalent and less expensive to build but are not conducive to a family size of four or more, this is the demographic we are targeting, families.

The typical three bedroom unit consists of a 620SF main floor with a dedicated front and back entry door and attached single car garage. Living and Dining areas open to one another with a full kitchen and pantry in each unit. The kitchens are equipped with dishwashers, disposals and a microwave vent hood is provided as well. There is also a centralized island that provides additional work surface and eat in kitchen area. The upper floors are 620SF and house three bedrooms and one full bath, along with a central laundry center for easy access. All units have central air conditioning, cable access and a full unfinished basement to house mechanical equipment and can be utilized for storage.

In addition to the eight typical three bedroom units there is one fully accessible ADA unit provided. This again is based on providing affordable housing matched to those who are not being served by the current affordable housing market. This fully accessible unit has a zero entry front and back door and larger accessible single car garage. The unit layout differs slightly from the other 3 bedrooms in that two bedrooms are located on the main floor adjacent a fully accessible bath and laundry center. The kitchen is equipped with lower counter heights and cabinets designed for accessibility. The unit does have an additional bedroom and full bath on the second floor which could potentially be used by a caretaker.

Development Milestone Schedule:

The proposed schedule for implementation of this project is centered around two major factors, the application and response timing schedules of those to which we are applying to for funds, and the class schedule availability of the DMACC trades class. The intention is to use the upcoming fall and winter months to design, get approvals, apply for grant and loan funds. All of those responses will be received by Spring 2016, so construction is slated to begin early summer installing the foundations, site work and "setting the stage" for the trades class to begin the wood assembly with the start of fall classes. Installing the final touches and completion will most likely be mid-summer 2017.



Item 2.0 - Development Summary_Probable Construction Costs

**6th STREET PROPERTIES
CITY OF AMES AFFORDABLE HOUSING PROJECT
PRELIMINARY ESTIMATE**

FUNCTION	<u>AMOUNT</u>	<u>JN-KIND AMT</u>	
PRE-CONSTRUCTION (SOFT COSTS)			
Land Acquisition		\$150,000	From City - CDBG Grant Funds
Site Survey	\$1,500		
Design Fees / Reimbursables	\$10,000	\$75,000	Donated by Vendor
Permits	\$20,000		
Legal Fees		\$2,000	Donated by Vendor
Site Plan / Civil Design Fees	\$2,500	\$2,500	Donated by Vendor
Construction Management		\$70,000	Donated by Vendor
2015 to 2016 Inflationary Adjustment	\$29,000		
Construction Financing	\$40,000		
CONSTRUCTION PHASE (HARD COSTS)			
Site Clearing	\$3,000		
Excavation	\$70,000		
Water/Sewer Hook-up	\$30,000		
Storm Water Retention	\$10,000		
Plumbing	\$60,000		
Electrical	\$50,000		
Mechanical (HVAC)	\$60,000		
Fire protection	\$60,000		
Framing material	\$175,000		
Framing Labor		\$150,000	DMACCTrades Class
Roofing Material	\$8,000		
Roofing Labor		\$8,000	DMACCTrades Class
Footings & Basement Walls	\$70,000		
Concrete Flatwork	\$40,000		
Concrete Flatwork Labor		\$2,000	DMACCTrades Class
Gravel and Backfill	\$10,000		
Ceiling insulation	\$5,000		
Drywall	\$50,000		
Paint	\$10,000	\$10,000	Community Volunteers
Floor Covering	\$35,000		
Siding/Windows	\$45,000		
Siding/Windows Labor		\$5,000	DMACCTrades Class
Masonry/brickwork	\$40,000		
Cabinets	\$25,000		
Cabinet Install Labor		\$15,000	Donated by Vendor
Appliances	\$30,000		
Landscaping	\$15,000		
Fencing	\$5,000		
Fencing Labor		\$5,000	Donated by Vendor
Misc. Outdoor	\$10,000		
Misc. Labor		\$5,000	Community Volunteers
SCCHC Project Supervision		\$50,000	Donated by Vendor
Contingencies	\$50,000		
Total Construction Costs Expended	\$1,069,000	\$549,500	
<i>Costs per Square Foot of Building</i>	<i>\$80.98 SF</i>	<i>\$41.63 SF</i>	
Recap of Project Costs			
Total Construction Costs	\$1,069,000		
Total In Kind Value	\$549,500		
Total Project Cost	\$1,618,500		

Item 2.0 - Development Summary _ Pro Forma

Affordable Housing Proforma
6th Street Properties - Ames, Iowa

Sources

Value of the Land (from city)	\$150,000
SCCHC	\$31,000
SCCHC Members	\$25,000
Community Organizations	\$15,000
Faith Community	\$15,000
Federal Home Loan Bank	\$180,000
HUD HOME	\$250,000
Local Foundations	\$20,000
State Housing Trust Fund	\$50,000
Community Reinvestment	\$25,000
Value of Energy Rebates from Ames Muni.	\$9,000
Value of Energy Rebates Alliant Energy	\$9,000
Value of In-kind labor from SC Trades class	\$165,000
Value of in-kind vendor labor	\$174,500
Value of in-kind community labor	\$15,000
Construction Loan	\$485,000
 Total Sources	 \$1,618,500

Uses

		<u>IN-KIND</u>
Land Purchase	\$0	\$150,000
Hard Construction Costs	\$916,000	\$200,000
Design Fees	\$10,000	\$75,000
Site Plan/Civil Design	\$2,500	\$2,500
Site Survey	\$1,500	
Permit Fees	\$20,000	
Legal	\$0	\$2,000
Development Fee	\$0	
SCCHC Project Supervision	\$0	\$50,000
Construction Management	\$0	\$70,000
Inflation Adjustment 2015-2016	\$29,000	
Construction Financing	\$40,000	
Contingency	\$50,000	
 Total Uses Expended	 \$1,069,000	 \$549,500
 Total Uses	 \$1,618,500	

Item 2.0 - Development Summary _ Pro Forma

Draft 6th Street Budget

Family Size			28% limit	
			Annual	Monthly
		60% of median		
3		\$41,340	\$11,575	\$965
4		\$45,900	\$12,850	\$1,070
5		\$49,620	\$13,890	\$1,157
		80% of median		
3		\$55,100	\$15,428	\$1,285
4		\$61,200	\$17,136	\$1,428
5		\$66,100	\$18,508	\$1,542

NOTE: FY 2015 Ames' Fair Market Rent For A 3 Bedroom Apartment - \$1,043

Monthly Rent Income

8 units @ \$725/month	\$5,800
1unit @ \$800/month	\$800
Maximum Total Rent Income	\$6,600
Total Rent Income 94% occupancy	\$6,200

Monthly Expenses

Est. Mortgage Payment*	\$3,450
Management Fee (7%)	\$435
Insurance (monthly)	\$375
Maintenance	\$300
Fire Alarm	\$100
Taxes (Exempt)	\$0
Total Expenses	\$4,660

* \$500,000 @ 5.6% APR, 20 year amortization, 5 year balloon

Item 3.0 - Multi-Family Residential Recent Experience

South Kellogg Quad Plex

BDC + SCCHC
Design and Development

b. Brief Description: An existing duplex owned by the SCCHC was demolished in 2014 to make way for a larger low-income housing complex. The completed building provided needed affordable housing two four future renters. The complex has two, two story units, one lower level two bedroom unit and one fully accessible two bedroom unit on the main floor. This project was made possible by the partnership and collaboration on BDC and SCCHC. Funds were secured from public and private resources.

- c. Key personnel: John Lott, Dale Vander Schaaf
- d. Construction budget: \$350,000.00
- e. References: Chuck Abbott 292.3676
- f. And date completed: Completed Fall 2014

Sheldon Munn Apartments

BDC
Design and Development

b. Brief description: This project currently in the final design process is the Sheldon Munn Hotel Rehabilitation. The restoration project when completed is slated to house 42 apartments and restore the building to its original prominence. The project has qualified for federal and state historic tax credits, with the design of the storefronts and interior lobby closely watched by the State Historic Preservation Office. To add status to the project the restoration is designed to achieve LEED-Gold Certification for its energy efficiency and its treatment of existing materials.

- c. Key personnel: John Lott
- d. Construction budget: \$8,600,000 / Final construction: Pending
- e. References: Justin Doyle 515.537.3728
- f. Completion Date: Pending

Westown Apartments

BDC
Design and Development

b. Brief description: Westown Apartments addressed the need for affordable senior housing in downtown Marshalltown Iowa. This tax credit project was funded through the Iowa Department of Economic Development, this project also had to comply with design requirements of the newly established Main Street Historical District. With 36 Units of reduced rate rentals available this downtown project offers some inspiration of what affordable housing can be.

- c. Key personnel: John Lott
- d. Final Construction: \$3,800,000
- e. References: Jim Clark
- f. Completion Date: 2004

Item 3.0 - Multi-Family Residential Recent Experience



BDC
Design Services

Welch Avenue Apartments:

- b. Brief description: 17 Unit Complex
- c. Key personnel: John Lott
- d. Construction budget: Less than 80\$/SF
Final construction: 67-74 \$/SF
- e. References: Keith Arneson 515.291.5050
- f. Completion Date: Summer 2012



BDC
Design Services

Crystal Cove I, 11, 111:

- b. Brief description: 21 Units - Three Buildings
- c. Key personnel: John Lott
- d. Construction budget: Less than 80\$/SF
Final construction: 72-79 \$/SF
- e. References: Steve Aldred 515.254.7232
- f. Completion Date: Fall 2012



BOC
Design Services

West Street Apartments:

- b. Brief description: 8 Unit Complex
- c. Key personnel: John Lott
- d. Construction budget: Less than 80\$/SF
Final construction: 72-79 \$/SF
- e. References: Keith Arneson 515.291.5050
- f. Completion Date: Fall 2009

Item 3.0 - Multi-Family Residential Past Experience



BDC
Design Services

DAKOTA RIDGE I, II, III:

- b. Brief description: 18 Units - One Building, 17 Units Two Buildings
- c. Key personnel: John Lott
- d. Construction budget: Less than 80\$/SF
Final construction: 72-79 \$/SF
- e. References: Keith Arneson 515.291.5050
Completion Date: Spring 2009



BDC
Design Services

FOUNTAINVIEW APARTMENTS:

- b. Brief description: 11-12 Unit/2-18 Unit/2-30 Unit
- c. Key personnel: John Lott
- d. Construction budget: Less than 80\$/SF
Final construction: 72-79 \$/SF
- e. References: Jensen Design Build 515.232.2128
- f. Completion Date: Spring 2009



BDC
Design Services

SUNSET BEACH APARTMENTS:

- b. Brief description: 20 units complex
- c. Key personnel: John Lott
- d. Construction budget: Less than 65\$/SF
Final construction: 65 \$/SF
- e. References: Jon Chester 515.232.3128
- f. Completion Date: Fall 2003



BDC
Design Services

SUNSET VIEW APARTMENTS:

- b. Brief description: 28 units complex
- c. Key personnel: John Lott
- d. Construction budget: Less than 65\$/SF
Final construction: 65 \$/SF
- e. References: Jon Chester 515.232.3128
- f. Completion Date: Fall 2003

PAST MULTI-FAMILY PROJECT LISTING:

Wessex 20 plex
Wessex 3 Story 24 plex
2515 Camden Spec Home
131 Hyland Apartments
Sheldon 38 plex

Jacobson Parks Town Houses
101 Hyland Apartments
Wessex Retirement 18-plex
Wessex 2901
Wessex 3007

225 Hyland 8-plex Addition
Regency Apartments
Campus Avenue
Cranford Apartments
Prairie Creek Development

Item 3.0 - SCCH Residential Partnership Projects with DMACC

Des Moines Area Community College Hunziker Center High School Building Trades
Class - Story County Community Housing Corp. Partnership Projects

1515 24th Street

Single family detached, owner occupied - Community Land Trust Property - Constructed 2002 -
1550 finished square feet - Assessed Value, \$187,000

414 S. 4th Street

Three unit, three bedroom apartment building - Constructed 2004 - 4400 square feet - Assessed Value,
\$343,000

620 12th Street

Single family detached, owner occupied, three bedroom, Constructed 2009 - 1,400 finished square
feet - solar home, photovoltaic array on south roof - Assessed Value \$170,000



231 S. Kellogg Ave.

Four unit, two bedroom apartment building - Constructed 2014 - 3400 square feet - Assessed Value
\$380,000

Item 3.0 - Grant Application Funding Experience

1018 Lincoln Six Plex, Ames Iowa

Applicable Grants: HUD HOME program grant funding

Sheldon Munn Apartments, Ames Iowa:

Applicable Grants: State and Federal Historic Tax Credits, Enterprise Zone, Brownfield Credits, LIHEAP, Iowa Economic Development Grant Funds

Westown Apartments, Marshalltown Iowa:

Applicable Grants: Iowa Economic Development Grant Funds

Hopkins Building Apartments, Marshalltown Iowa:

Applicable Grants: State Historical Interior Preservation Office, State Historical Tax Credits

Iowa House, Ames Iowa

Applicable Grants: State Historical Interior Preservation Office, State Tax Credits

Franklin Avenue Branch Library, Des Moines Iowa

Applicable Grants: I-Jobs, Vision Iowa

Stanhope Community Center, Stanhope Iowa

Applicable Grants: I-Jobs

United Community Safe Room Addition, Story County

Applicable Grants: FEMA Hazard Mitigation Grant Funding

Sportmans Bar, Ames Iowa

Applicable Grants: City of Ames Facade Improvement Grants

Duck Worth Wearing, Ames Iowa

Applicable Grants: City of Ames Facade Improvement Grants

Towne Centre, Ames Iowa

Applicable Grants: City of Ames Facade Improvement Grants

Ames Insurance Center

Applicable Grants: City of Ames Facade Improvement Grants

Item 4.0 - Selection Criteria Review**1) Applicant/Developer Capability and Track Record**

Story County Community Housing Corporation (SCCHC) is the oldest continuously operating non-profit organization in the State of Iowa. Over the past several years they have begun to address the increasing need for affordable housing by partnering with other non-profit providers within the community, Habitat for Humanity of Central Iowa (HfHCI) and the Story County Community Land Trust, building family units for themselves and for the Emergency Residence Project.

With each of the developments, SCCHC has worked solely and closely with Benjamin Design Collaborative (BDC) utilizing their design and construction expertise to achieve maximum value for the amount of funds available. Because of the combined efforts of many hands working together, this Design Team has achieved completion of projects of a scale larger than would have been available any other way.

The design and construction of the Sixth Street Properties is the exact size and scale of project that this Design Team is looking for as their next endeavor. With their continued focus on providing housing opportunities that otherwise do not exist with the Ames community, the Team of SCCHC, BDC and all of their community volunteers will provide a maximum value to the Sixth Street Properties project.

2) Quality of References

In May, 2007, the Iowa Department of Economic Development awarded Story County Community Housing Corp. (SCCHC) a 10 year \$203,000 forgivable loan through the HUD HOME program for the purchase of a six unit apartment building located at 1018 Lincoln Way in Ames. In addition, SCCHC received a \$14,000 grant to help carry out needed building repairs and interior upgrades. Following completion of the repairs, the ten year forgivable loan repayment schedule went into effect May 31, 2009. Several years ago the Iowa Finance Authority assumed the on-going contract management.

All six units are one bedroom. All units are currently rented to individuals whose incomes are below the 60% of median income limit for Ames as required under the loan contract. Current rents range from \$415/month to \$500/month. Three of the tenants receive Housing Choice Voucher Section 8 rent support administered by the Central Iowa Regional Housing Authority.

Item 4.0 - Selection Criteria Review

3) Project Design and Amenities

One challenge in developing affordable housing is to maximize the quality of living space, adding desirable amenities all while maintaining the "affordable" in affordable housing. Our mission is to create a housing opportunity, equal to, or better than that found in the real estate market today at a substantially lower rental rate. Through our leveraging of funding sources and collaborative design team approach we've been able to include a long list of amenities. It is our belief that affordable housing need not be designed to a substandard. We would like to call attention to some amenities we have included in the design.

Each unit provided is designed as a three bedroom unit. Our experience in providing and locating affordable housing for applicants has shown a shortcoming in affordable housing options for a family with children. Efficiency and studio apartments are available; however do not offer the bedroom space or living space adequate to house a family of four. All our units are designed to the three bedroom module and provide housing to the segment of population that needs it the most.

Each standard three bedroom unit is 1240SF (620 SF on the main level and 620 sf on the upper level) with the three bedrooms grouped family style on the upper floor adjacent a full bath and laundry center.

The exception to this layout is the fully accessible ADA unit that houses two accessible bedrooms and one full accessible bathroom with laundry center on the main floor with an additional bedroom on the upper level.

Each unit includes a full kitchen with energy star appliances, walk in pantry, dishwasher and disposal. A microwave hood over the range is also provided eliminating the need for residents to purchase their own. The kitchens are also furnished with a full size island creating a space for casual eating in the kitchen. Adjacent the kitchens are the half bath, dining area, living area and access to the full (unfinished) basement.

Each unit includes an attached single car garage with an additional parking space in a shared parking area accessed via the new drive aisle along the East side of the property. Air Conditioning and cable access are also planned amenities to be provided.

The exterior elevations are designed to be compatible with the adjacent civic buildings yet speak to the single family style of housing that surround the site. Each unit displays its own character through a mix of cladding material and color. The larger single roof is broken down into single recognizable roof forms creating individual identity while maintaining a cohesive facade. The single family attached homes are set back from the street to allow a small front yard green space and garden like walkways to each unit.

Individual entries, curved walkways and landscape screening create boundaries and communicate a sense of active ownership over each unit's implied front yard. The visual connection to the street, and placement of windows and doors creates transparency and an environment condition of "eyes on the street" natural surveillance. These design features are passive environmental design features that aim to reduce the incidence of crime and enhance the overall development.

Item 4.0 - Selection Criteria Review

4) Feasibility

With this proposal, SCCHC strives to bring together resources from the greater Ames community, both public and private sectors. With the City of Ames leading the way with a "down payment" of hard-to-come-by land, SCCHC proposes to tap a wide array of private and public funding sources as well as incorporate a significant amount of in-kind and/or volunteer labor. The Des Moines Area Community College high school Building Trades class will provide a significant amount for free construction labor. Habitat for Humanity of Central Iowa has agreed to assist in organizing volunteers to work on the project. In-kind donations will be coming from the professional trades community.

5) Property Management Experience

Martin Property Management (MPM) started managing rental units for SCCHC in 2013. Prior to MPM acting as the property manager, SCCHC had a paid, half-time employee, who MPM replaced. As property manager, MPM performs typical duties such as regular maintenance, snow removal, lawn care, collecting rent, and evaluating prospective residents. Unlike typical rental units in the Ames, IA area, SCCHC strives to offer affordable housing. Therefore, when MPM evaluates applications for SCCHC units, they are careful to make sure prospective residents are in need of affordable, but that they can also still afford the housing.

MPM receives referrals from Emergency Residence Project (ERP), Story County Community Life, and various other organizations in the community. MPM has developed relationships with these and other area organizations, such as Good Neighbor and Food At First (FAF). Chris Martin, the Owner of MPM is also the Director of FAF, which is a non-profit soup kitchen and grocery distribution. When working with prospective and current residents of SCCHC MPM makes sure these organizations are known to residents, especially in times of need. When working with the SCCHC units, it MPM's our goal to find residents that need affordable housing, but are also able to afford the SCCHC housing so that no future issues may arise.

In managing for SCCHC, MPM discounts services. There is a reduced monthly Management Fee and there is no annual Rental Fee. Additionally, there is no mark up of materials or contractor labor. In consideration of the proposed building, the MPM office is within view of the proposed building site and is available as construction, building, or residential needs arise. In addition, as Chris Martin is the Director of FAF, which is housed next door at First Christian Church located at 611 Clark Ave., Mr. Martin has close ties with the one of the major neighbors to the proposed building site.

Item 4.0 - Selection Criteria Review

6) Leveraging other public and private sources

In addition to the city of Ames, significant public funding will come from the federal HUD HOME program. Additional public funds will come from the state Housing Trust Fund. The Federal Home Loan Bank will be a major source of funds. On the private sector side, SCCHC will look to community organizations, the faith community, SCCHC members, local foundations, civic organizations, local financial institutions and the community at large for financial support.

7) Income Restriction and Affordability Term

It has always been, and will continue to be, the policy of SCCHC that our tenants have incomes less than 60 percent of the current median income for Ames. The majority of our tenants have income under 70 percent of the median. It is the policy of SCCHC not to rent to full-time students. We do however encourage our tenants to take classes if needed to improve their job status or prospects. All SCCHC units are available to prospective tenants holding Housing Choice Section 8 Vouchers. Eight of the Nine units at the Sixth Street Affordable housing project are slated for tenants at or below the 60 percent income threshold, the remaining unit will be available for rent at the 80 percent income threshold.

8) Energy Improvements and Utility Expenditures

Within the affordable housing arena there is a clear advantage to reducing energy consumption as this directly relates to lower energy usage and lower utility rates for tenants. Making smart decisions, utilizing efficient construction methods and selecting efficient equipment are the most basic measures one can take to increase efficiency. As a standard all appliances (when applicable) are selected from Energy Star Certified models. HVAC equipment is selected from energy efficient baseline performance ratings exceeding the prescriptive requirements from the International Energy Conservation Code.

Exterior wall construction will consist of using 1.5" of rigid exterior insulation in addition to R-19 batt insulation to increase the R-Value of the wall. In addition to material or equipment choices that can be made the next largest portion of enhancing energy efficiency and building performance comes to the labor force and the skill to which they perform the work. Our previous partnerships with the DMACC building trades class has shown to provide a labor force that is task oriented and takes pride and their time in learning and executing classwork.



Item 4.0 - Selection Criteria Review

9) Green building principles

Green building principles relate to and direct us towards creating sustainable and affordable housing developments. One major component we touched on previously of green building is maintaining efficiency in construction and energy usage.

Other choices can be made in the design and development of affordable housing that step towards us towards a more sustainable project. Materials locally manufactured or assembled, with low VOC content will be important. Arrangement of materials will also be important – our design will ensure that control of rain, water vapor, thermal movement, etc. has been thought through and provides for the longest life for each material included in the construction, just as the overall design takes advantage of the available public space / private space to enhance the safe usage of the site and connections to the neighborhood.

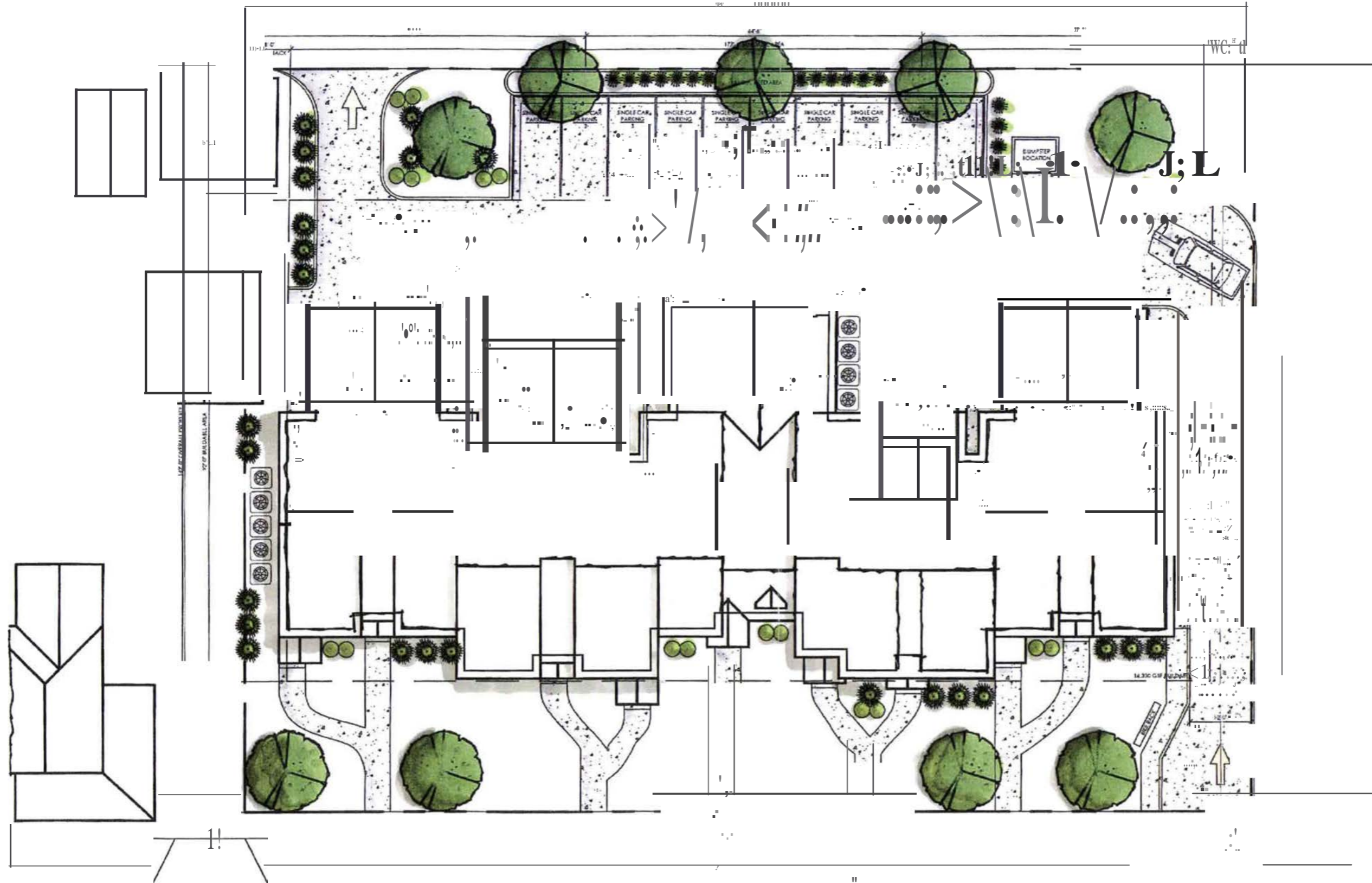
In addition to simply choosing the correct materials to use and how to use them, we will also be assisting in the dissemination of these design principles throughout the workers involved and the larger community. With the DMACC trades class involved through the project, we encourage educational discussions about how and why each choice is made, in an attempt to provide exposure to good design and material decisions, so that the future community members of the construction community and all the neighborhood volunteers become more knowledgeable.

10) Universal Design Standards

Our approach to the development of affordable housing at Sixth Street maintains a focus on providing accessible and universal design features. One unit on site, Unit F, is dedicated to be constructed as a fully ADA accessible unit. This unit is a three bedroom unit like other units on the property, with an alternate layout utilizing the ground floor for two bedrooms and accessible bathroom and laundry center. The garage for this unit has also been adjusted to allow for an accessible parking space with a zero entry from the garage and a ramped entry off the front in lieu of stairs. Lever hardware, lower standard cabinet heights, operable parts within reach ranges and installed grab bars are some of the features to note. In addition to the bedrooms on the lower level an additional bedroom is provided on the upper story and could potentially be utilized for a caretaker if needed.



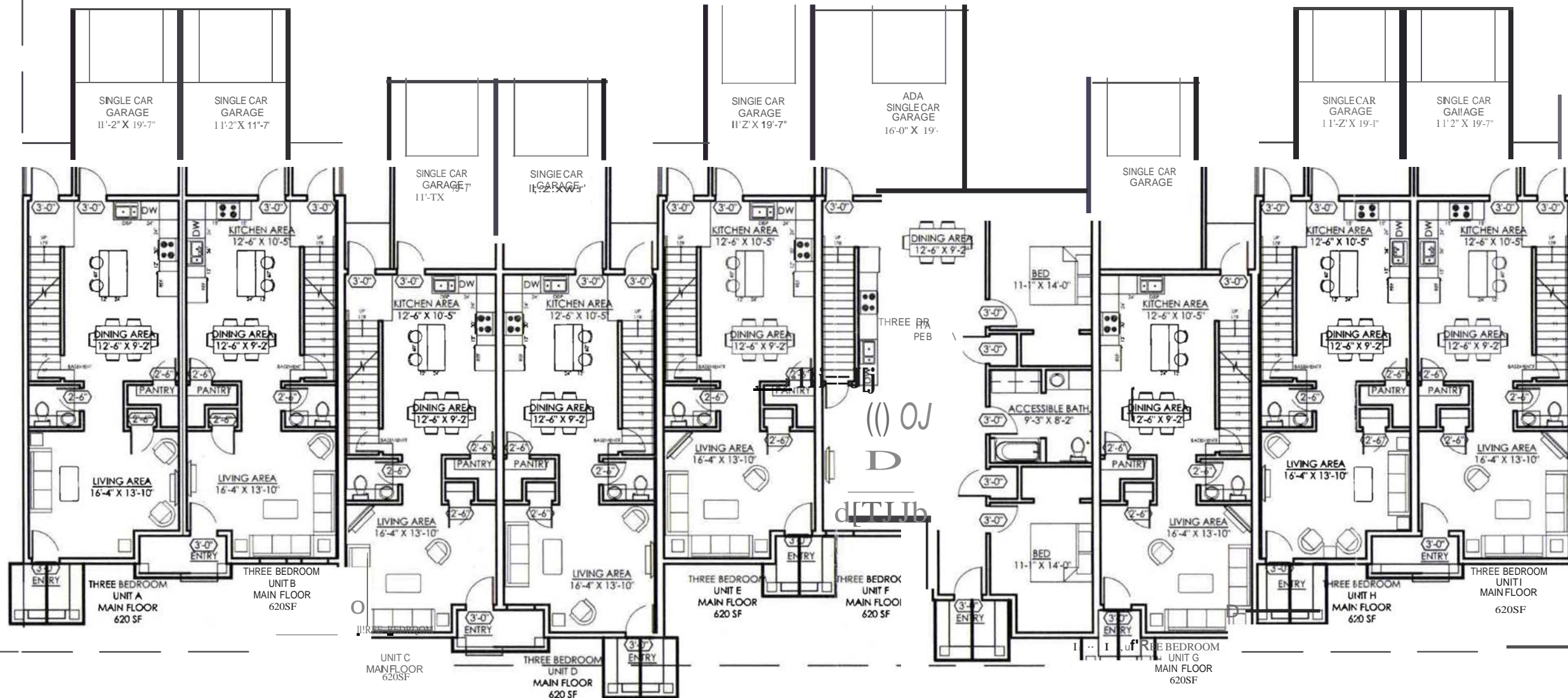
Item 2.0 - Development Summary_ Concept Site and Landscape Plans





Item 2.0 - Development Summary_ Concept Floor Plans

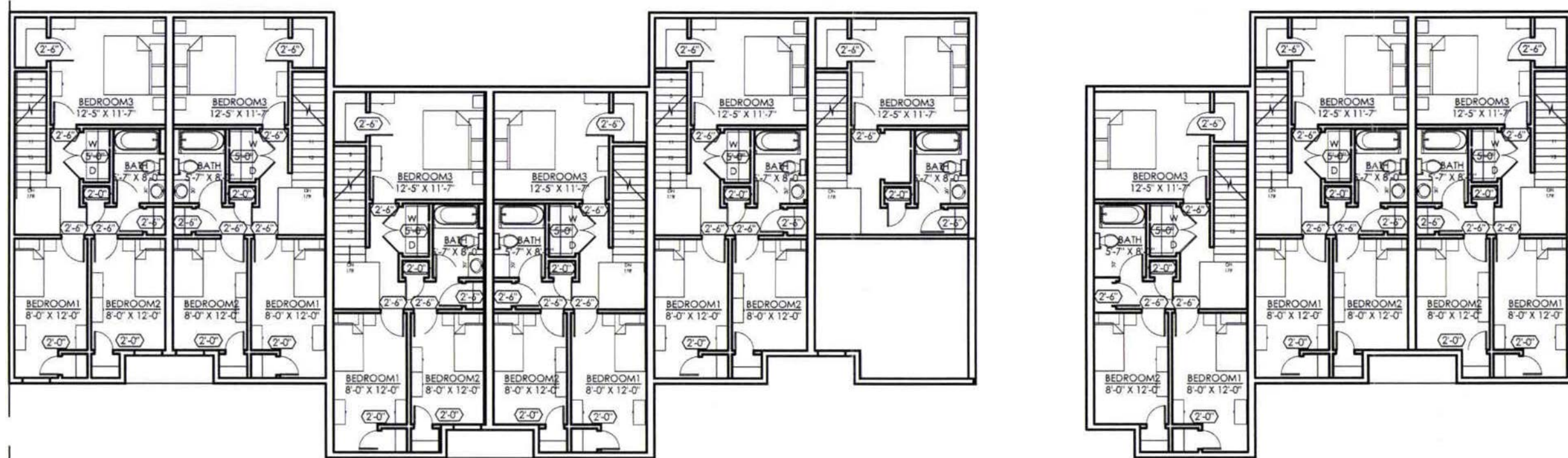
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PRELIM FIRST FLOOR CONCEPT

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PRELIM SECOND FLOOR CONCEPT

SCALE: N.T.S.

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Item 2.0 - Development Summary_ Concept Elevations

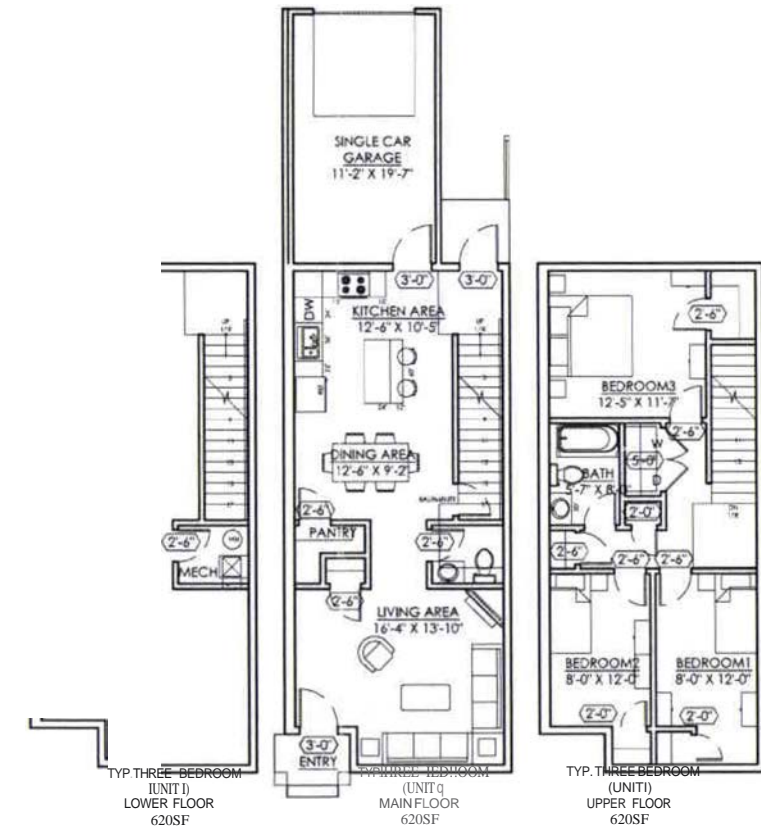


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Item 2.0 - Development Summary_ Building Summary

Unit Designation	Number of Stories	Building Height	Total Finished GSF	Number of Bedrooms	Half Bath	Full Bath	Main Floor GSF	Second Floor GSF	Lower Level Unfinished GSF	Garage GSF
Unit A	2	28'-2"	1240	3	1	1	620	620	620	240
Unit B	2	28'-2"	1240	3	1	1	620	620	620	240
Unit C	2	28'-2"	1240	3	1	1	620	620	620	240
Unit D	2	28'-2"	1240	3	1	1	620	620	620	240
Unit E	2	28'-2"	1240	3	1	1	620	620	620	575
Unit F - ADA unit	1/ Partial 2	21'-11"	1275	3	2	0	1275	430	1275	240
Unit G	2	28'-2"	1240	3	1	1	620	620	620	240
Unit H	2	28'-2"	1240	3	1	1	620	620	620	240
Unit I	2	28'-2"	1240	3	1	1	620	620	620	240
TOTALS @ Units)	2 stories typical	28'-2" typical	11,195	27	10	8	6,235	5,390	6,235	2,495



FILE NAME	CONTENTS	DATE
POS/SD	-	06-30-19
PROJ/NOT	-	POS/SD
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Benjamin D. Colla Lordivo, P.C.
 401 Clark Avenue, Suite 200 - IA DJIII

COUNCIL ACTION FORM

SUBJECT: STREET AND PARKING CLOSURES TO ACCOMMODATE THE CONSTRUCTION OF AN APARTMENT AT 2311 CHAMBERLAIN

BACKGROUND:

The property owner at 2311 Chamberlain is currently in the process of constructing a new apartment building behind the existing University Towers Apartments located at 111 Lynn Avenue.

Lynn Avenue

The site requires a new water service (for fire protection and domestic water), a new sanitary sewer service, and connection to the existing storm sewer. In order to properly install these utility connections, closure of Lynn Avenue will be necessary to perform the work. A map of the area is shown in Attachment A.

Policy dictates that City Council approve temporary closures of those streets that are classified as arterials or are active CyRide routes, which is the case with Lynn Avenue (Gold Route #22).

Due to the locations of the sanitary sewer service connection, this work will require the closure of Lynn Avenue for approximately 7 calendar days to safely accommodate the installation. Due to utility conflicts in the area, the exact dates of the closure cannot be determined. Installation of storm sewer and water service connections will take place while maintaining traffic on Lynn Avenue.

Access to the Memorial Lutheran Church will be maintained at all times, as well as safe pedestrian access through the area.

The timing of the work may will affect CyRide. Staff discussed the potential closure with CyRide and if necessary, Gold Route #22 will be routed west on Chamberlain Street, then north on Welch Avenue.

Chamberlain Street

Additionally, the project will require the closure of the north half of Chamberlain Street to accommodate project deliveries and to provide a staging area for construction for the project duration. **The project is estimated to be completed in August 2016.** Two-way traffic will be maintained on the south half of Chamberlain Street during the project. The developer will rent the metered parking stalls on both the north and south sides of Chamberlain Street within the project limits for the duration of the project. (See Attachment A)

Staff is requiring that the project manager for this development notify the property owners on Lynn Avenue and Chamberlain regarding these proposed changes in traffic patterns and parking availability.

ALTERNATIVES:

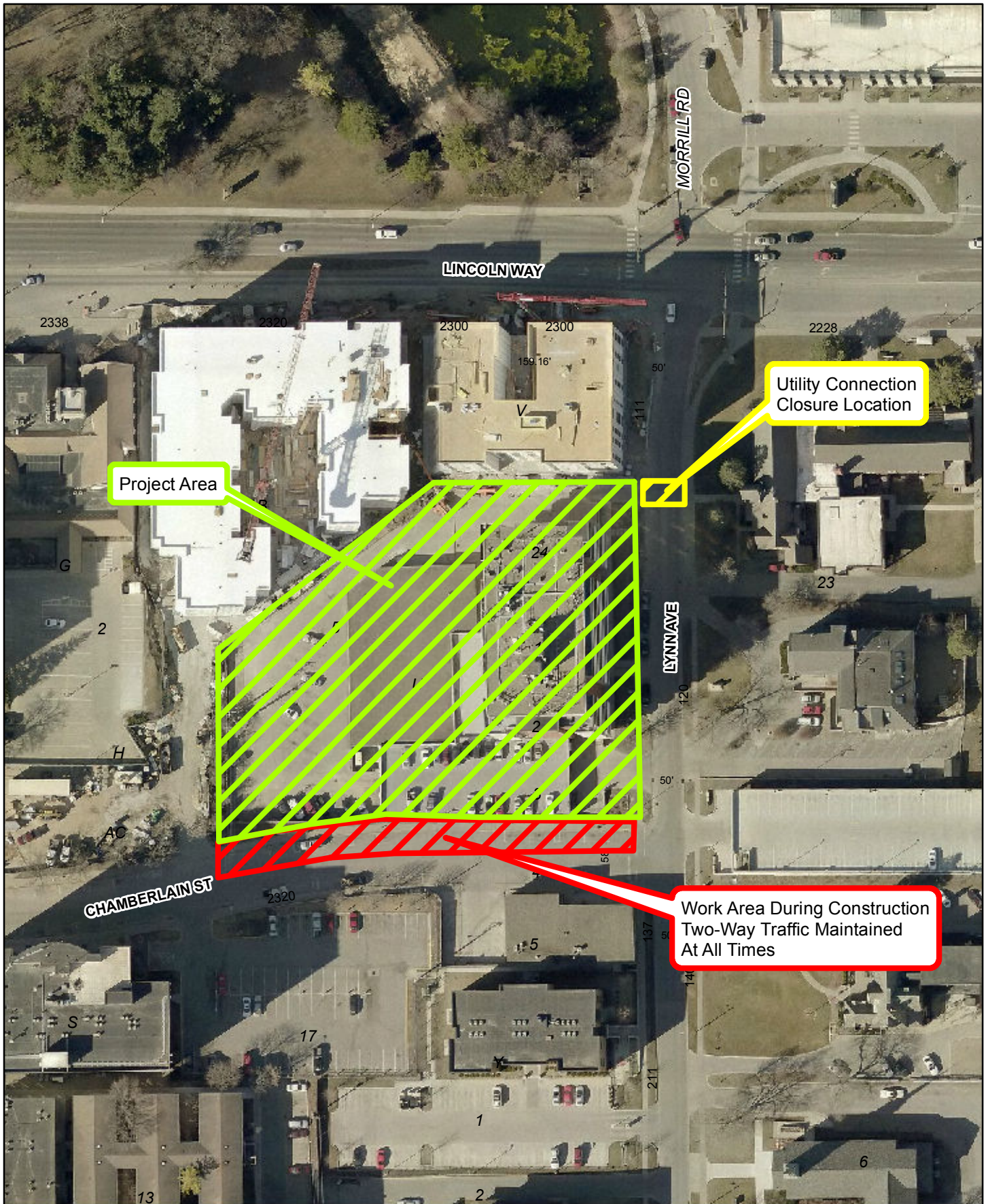
- 1a). Delegate to staff the ability to administratively approve the closure of Lynn Avenue to facilitate the installation of the sanitary sewer service and direct staff to work with the property owner to determine exact alternate dates to conduct the utility service installation and
- 1b). Approve the closure of the parking spaces along Chamberlain as shown on the attached map, shifting the two-way traffic flow to the south half of the road until August 2016.
2. Delegate to staff the ability to administratively approve only the closure of Lynn Avenue to facilitate the installation of the sanitary sewer service and direct staff to work with the property owner to determine exact alternate dates to conduct the utility service installation.
3. Approve only the closure of the parking spaces along Chamberlain as shown on the attached map, shifting the two-way traffic to the south half of the road until August 2016.

MANAGER'S RECOMMENDED ACTION:

By granting the closure Lynn Avenue, City Council would be facilitating the best possible coordination between the City and the property owner for this project, as well as providing the means to keep this major Campustown project on schedule. The closure on Lynn Avenue is scheduled to be completed before any ISU home football games.

The extensive roadwork over this summer has caused a significant amount of frustration among our residents. While the Municipal Code grants the staff the authority to approve the request regarding traffic and parking changes along Chamberlain, because the duration of the proposed disruption is for 12 months, the staff's believes that City Council should make the final decision regarding this unusual request.

The developer has maintained that there is not sufficient off-street area to accommodate their construction efforts. Assuming that the City Council would like to facilitate the renovation that is occurring in Campustown even in the face of the traffic and parking disruption that will result from this request, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1. This alternative will approve the requests involving both Lynn Avenue and Chamberlain Street as described above



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
2311 Chamberlain
Project Area Map



Scale: 1 in = 100 ft
Date: 8/4/2015

COUNCIL ACTION FORM**SUBJECT: CHANGES TO THE EXISTING SMART ENERGY PROGRAM****BACKGROUND:**

Smart Energy programs are designed to reduce summer demand for electricity resulting in a lower cost to the utility by delaying future generation. Side benefits of the Smart Energy program are a reduction in customer bills, a lower electric rate over time, contribution to a more robust electric distribution system, and a cleaner environment. In addition to education and load management programs, Smart Energy programs provide economic incentives to entice customers to install more efficient equipment resulting in a reduction in electric KW demand.

Smart Energy programs began in July 2007. Since then the programs have remained as they are. However, the manufacturers of efficient equipment have continued to improve product offerings and lower prices. What was considered efficient when Smart Energy began is now looked at as standard or entry level. In addition, current rebate levels in some cases are beyond the point of incentive and approaching an unreasonable level when compared to equipment costs. In an effort to keep up with improving technologies, to move some rebates to a more reasonable amount, and to raise the efficiency bar to entice customers to achieve greater levels of efficiency, the following program changes are recommended:

1. Residential Lighting Rebate Program
 - a. Remove compact fluorescent lamps (CFL's) from the program
 - b. Remove T8 rebate for new construction
 - c. Retrofit T8 must replace T12 in order to qualify for the T8 rebates
 - d. Reduce rebate levels 30%-50%
2. Commercial Lighting Rebate Program
 - a. Remove T8 rebate for new construction
 - b. Retrofit T8 must replace T12 in order to qualify for the T8 rebates
 - c. Reduce rebate levels 30%-50%
3. Air Conditioner Rebate Program
 - a. Raise qualifying threshold from 14 SEER to 15 SEER
 - b. Reduce standard programmable thermostat rebate to \$15
 - c. Add a WiFi/Learning thermostat rebate of \$50
 - d. Add an air conditioning retro-commission (tune-up) rebate of \$100

4. Appliance Rebate Program
 - a. Add dehumidifier rebate of \$25
 - b. Add electric dryer rebate of \$50

Electric Services staff reviewed these recommended changes to the smart energy program at a EUORAB meeting held on August 6, 2014. The board supports these changes and asks City Council to approve these changes effective September 1, 2015.

ALTERNATIVES:

1. Authorize the Smart Energy program changes effective September 1, 2015.
2. Make no changes to the Smart Energy program.

MANAGER'S RECOMMENDED ACTION:

It has been a goal of the City Council to hold down increases in energy consumed in our community and to make it more sustainable. The Smart Energy incentive programs have encouraged individuals and businesses to invest in more energy-efficient technologies and have reduced increases in demand on the City's Electric Utility. Keeping pace with technology changes as well as keeping an eye on program impacts and costs is important.

As the recommended changes accomplish this goal it is the recommendation of the City Manager that the City Council approve Alternative #1, and authorize the changes to the Smart Energy programs.

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Residential Efficient Lighting REBATE FORM

All information must be completed to avoid claim denial or processing delays.



CUSTOMER INFORMATION					
Person or Company Name			Mailing Address (if different than installation address)		
Installation Address			City	State	Zip
City	State	Zip	Name on Ames Electric Services Account		
Ames Electric Services Account Number			Contact Person		Phone No.
Building Type <input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Mobile Home <input type="checkbox"/> Townhouse <input type="checkbox"/> Condo <input type="checkbox"/> Other					Year Home Constructed

How did you find out about the Smart Energy Residential Efficient Lighting Rebate Program?

- Bill Insert Direct Mail Ames Electric Services Internet Word-of-Mouth Newspaper Radio Vendor Other

PRESCRIPTIVE NEW LAMP/FIXTURE REBATES

Equipment	Rebate	# of Units	Total	Purchase Price
LED Bulb or Fixture	Cost	x 30%	=	
T-8 U-Bend lamp system (Replace T12 40 watt)	\$7.00	x	=	
1 Four foot T-5 or T-8 lamp system (Replace T12 40 watt)	\$5.00	x	=	
2 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$7.00	x	=	
3 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$10.00	x	=	
4 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$12.00	x	=	
1 Eight foot T-8 lamp system (Replace T12 75 watt)	\$7.00	x	=	
2 Eight foot T-8 lamps (Replace T12 75 watt)	\$10.00	x	=	
Occupancy Sensor	\$5.00	x	=	

- CFL's are removed from the form /no longer rebated

Total Rebate: _____

SELLER/DEALER/CONTRACTOR INFORMATION

Seller/Dealer/Contractor Name			Phone Number		
Address		City	State	Zip	
This equipment is EnergyStar® rated. Proof of EnergyStar® rating is included. <input type="checkbox"/> Yes <input type="checkbox"/> No				Date	

CUSTOMER AGREEMENT

I certify that I am an electric customer of City of Ames Electric Services. I have read and agree to the Terms and Conditions on the back of this form. All statements made in this application are correct. I understand that Ames Electric Services reserves the right to inspect and verify any equipment before issuing rebates. I understand that rebates in excess of \$2,000 must be pre-approved by Electric Services.

Customer Signature	Date	Donate your rebate to Project Share and help local families (tax deductible) <input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------	------	--

Return completed claim form with proof of purchase within 60 days of installation to: Ames Electric Services, Smart Energy Programs, 502 Carroll Ave., Ames, IA 50010.

IMPORTANT: Please read "Terms and Conditions" on the reverse side before completing this form.

FOR CITY OF AMES USE ONLY

Amount \$ _____ Date Verified _____ Verified By _____

Approved _____ Account # **530-4815-489-4101**

DRAFT

Terms and Conditions

- Participant must be a City of Ames Electric Services' customer.
- Rebates exceeding \$2,000 require pre-approval by City of Ames Electric Services.
- Rebates are for efficient interior and 24/7 outdoor lighting only.
- **Rebate for efficient lighting will be the prescriptive amount, or the actual cost, whichever is less.**
- **LED Rebate:** For LED lamps and fixtures the rebate amount will be 30% of the bulb/fixture cost. Installation labor, taxes, and other charges will not be included in calculating the rebate.
 - **LED Bulb = Medium base stand-alone screw in bulb.**
 - **LED Fixture = Complete lighting fixture where LED light source is part of the fixture.**
- **Equipment must be installed and operating prior to submission of claim form.**
- **An itemized and dated invoice (proof of purchase) must accompany the equipment claim form.**
- **Rebates for equipment purchased more than six months prior to this claim will not be paid.**
- **Electronic ballasted T8 fixtures qualify on retrofits only and not new construction.**
- All rebates are subject to inspection and verification.
- Applications must be completed in full, incomplete applications will delay processing and may be returned.
- Rebates are based on the rebate schedule in effect on the date the claim is received.
- Claim forms should be submitted within 60 days of equipment installation unless otherwise authorized.
- Rebate checks will be issued to account holder in existing residences unless otherwise established prior to submission of claim. Checks will be issued to builder/general contractor/owner in new homes unless otherwise established prior to submission of claim.
- City of Ames Electric Services reserves the right to install a metering device on new equipment to verify energy savings.
- Rebates may be subject to income tax. Consult your tax advisor for more information.
- Rebates are subject to availability of funds.
- **This program is subject to change or cancellation without notice.**

Disclaimer

City of Ames Electric Services does not guarantee that installation and operation of energy efficient equipment will result in reduced usage or in cost savings. The manner in which a customer uses and maintains energy efficient equipment may affect potential cost savings. City of Ames Electric Services makes no warranties, expressed or implied, with respect to any equipment purchased or installed, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall City of Ames Electric Services be held liable for any incidental or consequential damages or injuries resulting from defective equipment or installation. City of Ames Electric Services reserves the right to cancel or change programs at any time. City of Ames Electric Services' acceptance of an application does not guarantee payment of rebate or acceptance of financing.

Return your completed form to:

Mail to:
Smart Energy
City of Ames Electric Services
502 Carroll Ave. P.O. Box 811
Ames, IA 50010
(or)
Fax: 515-239-5308
Email: swilson@city.ames.ia.us

Questions ?: 515-239-5177



DRAFT

Residential or Commercial
Efficient Appliance
REBATE FORM



All information must be completed to avoid claim denial or processing delays.

CUSTOMER INFORMATION

Person or Company Name			Mailing Address (if different than installation address)		
Installation Address			City	State	Zip
City	State	Zip	Name on Ames Electric Services Account		
Ames Electric Services Account Number			Contact Person	Phone No.	
Building Type <input type="checkbox"/> Grocery <input type="checkbox"/> Retail <input type="checkbox"/> Office <input type="checkbox"/> Agri-Business <input type="checkbox"/> Church/School <input type="checkbox"/> Manufacturing <input type="checkbox"/> Convenience <input type="checkbox"/> Residential <input type="checkbox"/> Other					
Tax Status <input type="checkbox"/> Sole-Proprietor* <input type="checkbox"/> Partnership* <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Religious <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable *If sole proprietor/partnerships, please provide Social Security/Federal Tax ID number associated with legal name above: _____					

How did you find out about the Smart Energy Efficient Appliance Rebate Program?

- Bill Insert Direct Mail Ames Electric Services Internet Word-of-Mouth Newspaper Radio Vendor Other

NEW EQUIPMENT INFORMATION

Appliance	Number	Required	Rebate
<input type="checkbox"/> Refrigerator		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Statement of old unit removal • Proof of purchase 	17.6 cubic foot and above - \$100 10 to 17.5 cubic foot - \$50 Below 10 cubic foot - \$25
<input type="checkbox"/> Freezer		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Statement of old unit removal • Proof of purchase 	\$50
<input type="checkbox"/> Dishwasher		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Proof of purchase 	\$50
<input type="checkbox"/> Washing Machine		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Proof of purchase 	\$100
<input checked="" type="checkbox"/> Electric Dryer		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Proof of purchase 	\$50
<input checked="" type="checkbox"/> Dehumidifier		<ul style="list-style-type: none"> • Proof of EnergyStar® rating • Proof of purchase 	\$25

Total Rebate Amount= \$ _____

DEALER/CONTRACTOR INFORMATION

Seller/Dealer/Contractor Name		Phone Number	
Address	City	State	Zip
This equipment is EnergyStar® rated. Proof of EnergyStar® rating is included. <input type="checkbox"/> Yes <input type="checkbox"/> No			Date

CUSTOMER AGREEMENT

I certify that I am an electric customer of City of Ames Electric Services. I have read and agree to the Terms and Conditions on the back of this form. All statements made in this application are correct. I understand that Ames Electric Services reserves the right to inspect and verify any equipment before issuing rebates.

Customer Signature	Date	Donate rebate to Project Share? <input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------	------	--

IMPORTANT: Please read "Terms and Conditions" on the reverse side before completing this form.

FOR CITY OF AMES USE ONLY

Amount \$ _____ Date Verified _____ Verified By _____

Approved _____ Account # 530-4815-489-4099

Appliance	Required	Rebate
Refrigerator	<ul style="list-style-type: none"> EnergyStar® Statement of old unit removal (if exists) Proof of purchase 	18 cubic foot and above - \$100 10 to 17.9 cubic foot - \$50 Below 10 cubic foot - \$25
Freezer	<ul style="list-style-type: none"> EnergyStar® Statement of old unit removal (if exists) Proof of purchase 	All sizes - \$50
Dishwasher	<ul style="list-style-type: none"> EnergyStar® Proof of purchase 	\$50
Washing Machine	<ul style="list-style-type: none"> EnergyStar® Proof of purchase 	\$100
Electric Dryer	<ul style="list-style-type: none"> EnergyStar® Proof of purchase 	\$50
Dehumidifier	<ul style="list-style-type: none"> EnergyStar® Proof of purchase 	\$25

Terms and Conditions

- Participants must be City of Ames Electric Services' customers.
- Rebate amount will not exceed 50% of the equipment cost per unit.
- Equipment must be installed and operating prior to submission of claim form.** All rebate payments are subject to inspection and verification.
- Appliances must be EnergyStar® rated.**
 - Proof of EnergyStar® rating must accompany the claim form (e.g., yellow Energy Guide card, manufacturer fact sheet, manufacturer website screen shot, or a printed sheet from the Energy Star website).
 - The EnergyStar® logo must be visible on any proof document sent.
- An itemized and dated invoice (proof of purchase) from the seller must accompany the claim form.
- Rebates for equipment purchased and installed more than six months prior to this claim will not be paid.
- In order to be eligible for a refrigerator or freezer rebate you must provide a statement of old unit removal unless no old unit exists.
- Claims must be completed in full, incomplete claim forms will delay processing and may be returned.
- Rebates are based on the rebate schedule in effect on the date of dealer invoice.
- Claim forms must be submitted within 60 days of equipment installation unless otherwise authorized.
- Rebate checks will be issued to account holder in existing buildings unless otherwise established prior to submission of application. Checks will be issued to builder/general contractor in new buildings unless otherwise established prior to submission of application.
- City of Ames Electric Services reserves the right to install metering in order to verify energy savings.
- Rebates may be subject to income tax. Consult your tax advisor for more information.
- Rebates are subject to availability of funds.
- This program is subject to change or cancellation without notice.
- Equipment installed on or after January 1, 2008 qualifies customer for rebate.

Disclaimer

City of Ames Electric Services does not guarantee that installation and operation of energy efficient appliances will result in reduced demand or in cost savings. The manner in which a customer uses and maintains the equipment may affect potential cost savings. City of Ames Electric Services makes no warranties, expressed or implied, with respect to any equipment purchased or installed, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall City of Ames Electric Services be held liable for any incidental or consequential damages or injuries resulting from defective equipment or installation. City of Ames Electric Services reserves the right to cancel or change programs at any time. City of Ames Electric Services' acceptance of an application does not guarantee payment of rebate or acceptance of financing.

Include manufacturer name, model number(s), proof of purchase, and proof of EnergyStar® rating along with a completed claim form and mail within 60 days of installation. Refrigerator and freezer rebates must come with a statement of old unit disposal.

Return this form to:

Smart Energy
City of Ames Electric Services
502 Carroll Ave. P.O. Box 811
Ames, IA 50010
Fax: 515-239-5308
Email: swilson@city.ames.ia.us
Questions : 515-239-5177



DRAFT
Commercial Efficient Lighting
REBATE FORM



All information must be completed to avoid claim denial or processing delays.

CUSTOMER INFORMATION				
Person or Company Name			Mailing Address (if different than installation address)	
Installation Address			City	State Zip
City	State	Zip	Name on Ames Electric Services Account	
Ames Electric Services Account Number			Contact Person	Phone No.
Building Type <input type="checkbox"/> Grocery <input type="checkbox"/> Retail <input type="checkbox"/> Office <input type="checkbox"/> Agri-Business <input type="checkbox"/> Church/School <input type="checkbox"/> Manufacturing <input type="checkbox"/> Convenience <input type="checkbox"/> Residence <input type="checkbox"/> Other				Year Building Constructed
Tax Status <input type="checkbox"/> Sole-Proprietor* <input type="checkbox"/> Partnership* <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Religious <input type="checkbox"/> N/A *If sole proprietor/partnerships, please provide Social Security/Federal Tax ID number associated with legal name above: _____				

How did you find out about the Smart Energy Efficient Commercial Efficient Lighting Rebate Program?

Bill Insert Direct Mail Ames Electric Services Internet Word-of-Mouth Newspaper Radio Vendor Other

NEW EQUIPMENT INFORMATION - PRESCRIPTIVE REBATES				
Equipment	Rebate	# of Units	Total	Purchase Price
Compact Fluorescent Lamp	\$1.00	x	=	
LED Lamp or Fixture	Equipment cost	x	30%	=
T-8 U-Bend lamp system (Replace T12 40 watt)	\$7.00	x	=	
1 Four foot T-5 or T-8 lamp system (Replace T12 40 watt)	\$5.00	x	=	
2 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$7.00	x	=	
3 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$10.00	x	=	
4 Four foot T-5 or T-8 lamps system (Replace T12 40 watt)	\$12.00	x	=	
1 Eight foot T-8 lamp system (Replace T12 75 watt)	\$7.00	x	=	
2 Eight foot T-8 lamps (Replace T12 75 watt)	\$10.00	x	=	
High Bay Fixture (mark one) <input type="checkbox"/> T5 <input type="checkbox"/> T8	No. Lamps	x	\$10.00	=
Metal Halide Fixture < 250 watts	\$15.00	x	=	
Metal Halide Fixture > 250 watts	\$20.00	x	=	
High Pressure Sodium < 250 watts	\$20.00	x	=	
High Pressure Sodium > 250 watts	\$25.00	x	=	
Occupancy Sensor	\$5.00	x	=	
LED Exit sign or retrofit LED	\$5.00	x	=	

Total Rebate:

*Rebates above \$10,000 must be pre-approved. For efficient lamps or fixtures not listed above use the Commercial Custom Rebate form. Custom Rebate amount will not exceed 50% of equipment cost per unit.

DEALER/CONTRACTOR INFORMATION			
Dealer/Contractor Name		Phone Number	
Address	City	State	Zip
Dealer/Contractor Signature		Date	

CUSTOMER AGREEMENT		
I certify that I am an electric customer of City of Ames Electric Services. I have read and agree to the Terms and Conditions on the back of this form. All statements made in this application are correct. I understand that Ames Electric Services reserves the right to inspect and verify any equipment before issuing rebates.		
Customer Signature	Date	Donate rebate to Project Share (tax deductible) <input type="checkbox"/> Yes <input type="checkbox"/> No

Send proof of purchase and completed claim form within 60 days of installation to: Ames Electric Services, Smart Energy Programs, 502 Carroll Ave., Ames, IA 50010.

FOR CITY OF AMES USE ONLY		
Amount \$ _____	Date Verified _____	Verified By _____
Approved _____	Account # <u>530-4815-489-4097</u>	

DRAFT

Terms and Conditions

- Participants must be a City of Ames Electric Services customer.
- Notify Electric Services if your rebate will exceed \$10,000. **Please call 239-5177.**
- Rebates are for efficient interior and 24/7 outdoor lighting only.
- Prescriptive rebate amount will not exceed equipment cost per lamp/fixture.
- **LED Rebate:** For LED lamps and fixtures the rebate amount will be 30% of the bulb/fixture cost. Labor, taxes, and other charges will not be included in calculating the rebate.
- **Custom Lighting:** For efficient lighting systems not listed under New Equipment Information a custom rebate may be available.
 - **To apply for a custom rebate please use the KW Saving Custom Rebate form.**
 - All custom rebates will be evaluated by City of Ames Electric Services.
 - If the lighting system qualifies for a custom rebate City of Ames Electric Services will calculate the rebate amount by formula.
 - You must provide the previous lighting system wattage, the new efficient lighting system wattage, and the annual operating hours. Add additional sheets as necessary.
 - Custom Rebate amount will not exceed 50% of equipment cost per unit.
- **Equipment must be installed and operating prior to submission of application.** All rebate payments are subject to inspection and verification.
- **An itemized and dated invoice (proof of purchase) must accompany the rebate application.**
- **Rebates for equipment purchased more than six months prior to this claim will not be paid.**
- **Electronic ballasted T8 fixtures qualify on retrofits only and not new construction.**
- Lighting equipment may contain hazardous waste and must be disposed of properly.
- Applications must be completed in full, incomplete applications will delay processing and may be returned. Rebates are based on the rebate schedule in effect on the date the claim is received.
- Applications must be submitted within 60 days of equipment installation unless otherwise authorized.
- Rebate checks will be issued to account holder in existing buildings unless otherwise established prior to submission of application. Checks will be issued to builder/general contractor in new buildings unless otherwise established prior to submission of application.
- City of Ames Electric Services reserves the right to install a metering device on new equipment to verify energy savings.
- Rebates may be subject to income tax. Consult your tax advisor for more information.
- Rebates are subject to availability of funds.
- This program is subject to change or cancellation without notice.
- Equipment installed on or after January 1, 2007 qualifies customer for rebate.

Disclaimer

City of Ames Electric Services does not guarantee that installation and operation of energy efficient equipment will result in reduced usage or in cost savings. The manner in which a customer uses and maintains energy efficient equipment may affect potential cost savings. City of Ames Electric Services makes no warranties, expressed or implied, with respect to any equipment purchased or installed, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall City of Ames Electric Services be held liable for any incidental or consequential damages or injuries resulting from defective equipment or installation. City of Ames Electric Services reserves the right to cancel or change programs at any time. City of Ames Electric Services' acceptance of an application does not guarantee payment of rebate or acceptance of financing.

Return your completed form, and proof of purchase, to:

Smart Energy
City of Ames Electric Services
502 Carroll Ave. P.O. Box 811
Ames, IA 50010

Fax: 515-239-5308
Email: swilson@city.ames.ia.us
Questions : 515-239-5177



DRAFT
 Efficient Central Air Conditioner
 Efficient Heat Pump
 Programmable Thermostat
 Room Air Conditioner



All information must be completed to avoid claim denial or processing delays.

CUSTOMER INFORMATION				
Person Receiving Rebate			Mailing Address (If different than installation address)	
Installation Address			City	State Zip
City	State	Zip	Name on Ames Electric Services Account	
Ames Electric Services Account Number		Contact Person (if different)	Contact Person Phone No.	Rebate Recipient Phone No.
Building Type <input type="checkbox"/> Single-Family <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial		Building Square Feet	Date Built	
How did you find out about the Smart Energy Efficient Air Conditioner Rebate Program?				
<input type="checkbox"/> Bill Insert <input type="checkbox"/> Direct Mail <input type="checkbox"/> Ames Electric Services <input type="checkbox"/> Internet <input type="checkbox"/> Word-of-Mouth <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Vendor <input type="checkbox"/> Other				
NEW EQUIPMENT INFORMATION – CENTRAL AIR CONDITIONERS AND HEAT PUMPS				
To qualify unit must be listed in the ARI Directory (www.aridirectory.org)				
<input type="checkbox"/> Central Air Conditioner		SEER _____ Btuh _____	<input type="checkbox"/> Air Source Heat Pump	
			SEER _____ Btuh _____	
<input type="checkbox"/> Ground Source Heat Pump		EER _____ Cooling Btuh _____	<input type="checkbox"/> Desuperheater	
Rebate Amount (From table on reverse side)		Est. Old unit age _____	Est. Old Unit SEER/EER _____	Est. Old Unit Btuh _____
\$ _____				
Condenser Brand	Condenser Model Number	Coil Brand	Coil Model Number	*AHRI Reference Number*
NEW EQUIPMENT INFORMATION – ROOM AIR CONDITIONERS*				
Brand	Model Number	Serial Number	Cooling Btuh _____	EER _____
Date Installed _____	Rebate \$50 per window unit \$ _____	Included proof of EnergyStar® rating Y <input type="checkbox"/> N <input type="checkbox"/>		
NEW EQUIPMENT INFORMATION – PROGRAMMABLE THERMOSTAT				
Brand	Model Number	Serial Number		
Date Installed _____	Rebate \$16 per standard thermostat \$ _____	Include of EnergyStar® rating Y <input type="checkbox"/> N <input type="checkbox"/>		
	Rebate \$50 per learning / Wi Fi thermostat \$ _____			
AIR CONDITIONER COMMISSIONING (Tune-up)				
Date of Commissioning _____	Dealer/Contractor Name _____		Include proof of Commissioning <input type="checkbox"/>	
Air conditioner age: _____	Btu: _____	Est. efficiency before: _____	Est. efficiency after: _____	
DEALER/CONTRACTOR INFORMATION				
Dealer/Contractor Name			Phone Number	
Address			City	State Zip
CUSTOMER AGREEMENT				
I certify that I am an electric customer of City of Ames Electric Services. I have read and agree to the Terms and Conditions on the back of this form. All statements made in this application are correct. I understand that Ames Electric Services reserves the right to inspect and verify any equipment before issuing rebates. I understand the rebate will not total more than 50% of my equipment cost. I agree to the installation of a Prime Time Power load control switch as a condition of accepting a rebate for my central air conditioner.				
Customer Signature		Date	Donate your rebate to Project Share and help local families (tax deductible) <input type="checkbox"/> Yes <input type="checkbox"/> No	

IMPORTANT: Please read "Terms and Conditions" on the reverse side before completing this form.

For City of Ames Use Only

Amount \$ _____ Date Verified _____ Verified By _____ Dealer Spiff \$ _____

Approved _____ Account # **530-4815-489-4098**

Rebate Table

Equipment	Qualification	Rebate
Programmable Thermostat	Programmable	\$15
Learning Thermostat	High End Learning/Wi Fi	\$35
Room Air Conditioner	EnergyStar® Rated	\$50 Must include EnergyStar® rating proof
Central Air Conditioners and Air Source Heat Pumps	Minimum 15 SEER < 72,000 Btu	$[(\text{Actual SEER}) - 15] \times \$100 + \$300$
Ground Source Heat Pumps	Minimum 14.1 EER < 96,000 Btu	Cooling Btu/12,000 (round to nearest 10 th) x \$700 \$200 for Desuperheater
AC Commissioning (tune-up)	Improved Efficiency	\$100

Note: Every .10 increase in Efficiency Rating increases incentive by \$10. Example: 15.5 SEER would equal \$350 rebate.

Terms and Conditions

- **A condition of this rebate is the installation of a Prime Time Power switch.** Prime Time Power is an air conditioner load control program that reduces summer-time demand for electricity and results in cost savings for the utility. Those participating in Prime Time Power receive a bill credit of \$20 per summer.
- If you have questions about *Smart Energy* or *Prime Time Power* please call 239-5177.
- Participant must be a City of Ames Electric Services customer.
- **Qualifying units must either provide the current AHRI (Air-Conditioning, Heating, and Refrigeration Institute) reference number, or manufacturer data clearly showing the SEER rating.**
- **Equipment must be installed prior to submission of application.** All rebate payments are subject to verification.
- **An itemized and dated invoice must accompany the equipment application.** Applications must be completed in full, incomplete applications will delay processing and may be returned. Rebates are based on the rebate schedule in effect on the date of your invoice.
- **Rebates for equipment purchased and installed more than six months prior to this claim will not be paid.**
- **Those applying for a rebate for air conditioner commissioning (tune-up) must provide documentation of the commissioning done along with proof of improved efficiency (e.g., HVAC SAVE report) and invoice.**
- Rebates will not total more than 50% of equipment cost.
- Applications must be submitted within 60 days of equipment installation unless otherwise authorized.
- Rebate checks will be issued to account holder in existing buildings unless otherwise established prior to submission of application.
- Checks will be issued to builder/general contractor in new buildings unless otherwise established prior to submission of application.
- Contractor incentive checks will be processed for payment upon verification of equipment.
- City of Ames Electric Services reserves the right to install a metering device on new equipment to verify energy savings.
- Rebates may be subject to income tax. Consult your tax advisor for more information.
- City of Ames Electric Services will pay incentives for multi-family residences on an individual building basis. Large multi-family complexes may be subject to an incentive cap. Multi-family residences must be approved prior to incentive application.
- Rebates are subject to the availability of funds.
- This program is subject to change or cancellation without notice.

Disclaimer

City of Ames Electric Services does not guarantee that installation and operation of energy efficient equipment will result in reduced usage or in cost savings. The manner in which a customer uses and maintains energy efficient equipment may affect potential cost savings. City of Ames Electric Services makes no warranties, expressed or implied, with respect to any equipment purchased or installed, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall City of Ames Electric Services be held liable for any incidental or consequential damages or injuries resulting from defective equipment or installation. City of Ames Electric Services reserves the right to cancel or change programs at any time. City of Ames Electric Services' acceptance of an application does not guarantee payment of rebate or acceptance of financing.

Include manufacturer name and model number(s), AHRI reference number (central air conditioners and heat pumps), copy of sales receipt, along with completed claim form and proof of EnergyStar® rating (if required) and mail within 60 days of installation to: Ames Electric Services, *Smart Energy* Programs, 502 Carroll Ave., Ames, IA 50010. * To qualify for a rebate on room air conditioners the equipment must be EnergyStar® rated.

Return your completed form to:

Smart Energy
City of Ames Electric Services
502 Carroll Ave. P.O. Box 811
Ames, IA 50010

Fax: 515-239-5308
Email: swilson@city.ames.ia.us
Questions · 515-239-5177