

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

AUGUST 11, 2015

The Regular Meeting of the Ames City Council was called to order by Mayor Ann Campbell at 6:00 p.m. on the 11th day of August, 2015, in the City Council Chambers in City Hall, 515 Clark Avenue. Present were Council Members Gloria Betcher, Amber Corrieri, Tim Gartin, Matthew Goodman, and Chris Nelson. Council Member Peter Orazem was absent. *Ex officio* Member Sam Schulte was also present.

Mayor Campbell announced that the Council would be working from an Amended Agenda. Item No. 14 pertaining to agreements for Cy statues had been revised.

PROCLAMATION FOR 25TH ANNIVERSARY OF AMERICANS WITH DISABILITIES ACT: Mayor Campbell recognized the 25th Anniversary of the passing of the Americans with Disabilities Act, which was signed into law on July 26, 1990. Heidi Thompson, representing the Ames Human Relations Commission, accepted the Proclamation.

CONSENT AGENDA: The Mayor stated that staff had requested that Item No. 20 (renewal of Contract for Boiler Tube Spray Coating) be pulled; the Performance Bond had not yet been received. Council Member Gartin requested that Item No. 10 (Investment Report for FY ending June 30, 2015) be pulled for an explanation from staff. Council Member Nelson asked that Item No. 13 (setting date of sale of General Obligation Corporate Purpose Bonds) be pulled for separate discussion.

Moved by Goodman, seconded by Betcher, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving minutes of Regular Meeting of July 28, 2015
3. Motion approving Report of Contract Change Orders for July 16-31, 2015
4. 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
5. Motion approving 5-day (August 13-17) Special Class C Liquor License and Outdoor Service for Main Street Cultural District for Foodies & Brew
6. Motion approving 5-day (August 15-19) Class C Liquor License for Tasteful Catering/Dinners at Reiman Gardens, 1407 University Boulevard
7. Motion approving 5-day (September 3-7) Class C Liquor License for Christiani's Events at Hansen Agriculture Student Learning Center, 2516 Mortensen Road
8. 5-day Class C Liquor Licenses for Olde Main at Reiman Gardens, 1407 University Boulevard:
 - a. August 20-24
 - b. August 25-29
9. RESOLUTION NO. 15-482 accepting Ames Municipal Utility Retirement Report
10. RESOLUTION NO. 15-483 approving appointment of Amanda Hassid to fill vacancy on Human Relations Commission—Investigative & Conciliation Officers
11. Cy Statues:
 - a. RESOLUTION NO. 15-485 approving agreement with Ames Police Benevolent Association for donation of Cy Statue currently located on the north side of Police Department
 - b. RESOLUTION NO. 15-501 approving agreement with Ames Chamber of Commerce for

donation of Cy Statue currently located in Inis Grove Park

- c. Motion approving Encroachment Permit for Ames Chamber of Commerce for Cy Statue located at 304 Main Street
- d. RESOLUTION NO. 15-502 waiving fee for Encroachment Permit
- 12. RESOLUTION NO. 15-486 approving reallocation of CIP funds for repairs to Fire Station No. 3
- 13. RESOLUTION NO. 15-487 approving amendment to agreement with Youth & Shelter Services reducing number of leased parking spaces in Parking Lot P
- 14. RESOLUTION NO. 15-488 approving Main Street Cultural District's request to close three additional parking spaces for MusicWalk Event and waiving parking meter fees
- 15. RESOLUTION NO. 15-489 awarding contract for 15kV Switchgears for Electric Distribution Inventory to Power Line Supply of Williamsburg, Iowa, in an amount not to exceed \$59,492
- 16. RESOLUTION NO. 15-490 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
- 17. RESOLUTION NO. 15-491 approving contract and bond for Water Treatment Plant Five-Year Rehabilitation Project (Year 4)
- 18. RESOLUTION NO. 15-492 approving contract and bond for 2014/15 Sanitary Sewer Rehabilitation (Manhole Rehabilitation - Basins 1 & 5)
- 19. RESOLUTION NO. 15-493 approving Change Order No. 1 for 2014/15 Concrete Pavement Improvements Contract #1 (Hayward Avenue - Hunt Street to Lincoln Way)
- 20. RESOLUTION NO. 15-494 approving Plat of Survey for 2811, 2817, and 2823 West Street
- 21. RESOLUTION NO. 15-495 accepting completion of contract with A&P/Samuels Group of Wausau, Wisconsin, for Library Expansion and Renovation
- 22. RESOLUTION NO. 15-496 accepting completion of landscaping requirements for The Roosevelt, 921 - 9th Street
- 23. RESOLUTION NO. 15-497 approving request for extension of time for Major Site Development Plan and PRD Phasing Plan for Green Hills

Roll Call Vote: 5-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

INVESTMENT REPORT FOR FISCAL YEAR ENDING JUNE 30, 2015: Council Member Gartin said that he had asked to pull this item from the Consent Agenda to allow staff to summarize the City's investment portfolio performance for last fiscal year. City Treasurer Roger Wisecup gave a brief overview of the Report for fiscal year ending June 30, 2015. He said the investments are valued at amortized cost, which reflects the same basis that the assets are carried on the City's financial records. It was noted by Mr. Wisecup that the Federal Reserve has continued to maintain its target rate for federal funds at zero to 0.25%, and it appears that it will continue to maintain that target rate to the end of 2015. A comparison of FY14 to FY15 was given, which showed a .14% increase in the Portfolio effective date of return.

Moved by Gartin, seconded by Corrieri, RESOLUTION NO. 15-481 approving the Investment Report for Fiscal Year ending June 30, 2015.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

GENERAL OBLIGATION CORPORATION PURPOSE BONDS, SERIES 2015A: Council Member Nelson brought attention to the time stated in the Council Action Form (CAF) for the August 25, 2015, Council hearing. He pointed out that the Council meeting will actually convene at 6:00 p.m., not 7:00 p.m. as shown in the CAF.

Moved by Nelson, seconded by Betcher, to adopt RESOLUTION NO. 15-484 approving the Official Statement for General Obligation Corporation Purpose Bonds, Series 2015A, setting the date of sale for August 25, 2015, correcting the meeting start time to reflect 6:00 p.m., and authorizing electronic bidding for sale.

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Campbell opened the Public Forum and closed same after no one requested to speak.

CAMPUSTOWN ACTION ASSOCIATION'S FRIDAY AFTERNOON IN CAMPUSTOWN (FAC) ON SEPTEMBER 4: Management Analyst Brian Phillips explained that this will be the fourth annual FAC in Campustown. The purpose of this event is to bring Iowa State University (ISU) alumni, who are in Ames for the first home football game, into the Campustown Business District. According to Mr. Phillips, the timing of this event has changed over the past four years. Originally, it took place from 3 - 7 p.m.; the next year, from 4 -9 p.m.; and last year, it was approved for 5 - 9 p.m. Although this event has been held in the past without incident, City staff has concerns about continuing to slide this event later into the evening. Police Commander Geoff Huff advised that this event is expected to draw approximately 400 people in an environment with alcohol on the night before a home Iowa State University (ISU) football weekend. Mr. Phillip's stated that it had been staff's experience that events involving alcohol that occur in the evening present an inherently greater risk for impairment, injury, and property damage compared to events that take place during daylight hours. Commander Huff reiterated that this event will be connected to an event that draws a large influx of people, i.e., the first ISU home football game. Mr. Phillips advised that City staff does not support extending this event later than 9:30 p.m.

Ann Taylor, 217 Welch Avenue, Ames, representing Campustown Action Association (CAA) pointed out that this event is targeted to ISU Alumni. The CAA pushed back the time until 5:30 PM because many of the Alumni work until 5 PM. She added that the CAA has hired an officer for added security. Contrary to what was stated in the CAF, Ms. Taylor said that this event shut down at the time it was supposed to last year.

Council Member Gartin asked to know what specific concerns City staff had that resulted in a recommendation of the FAC event ending at 9:30 p.m. He also inquired as to what the difference was between this year's event and last year's. Commander Geoff noted that there are two new large apartment buildings that will open in the next two weeks that will house approximately 156 and 350-plus additional residents in Campustown. The later it gets, the more likelihood there is to have incidents. He reported that he would have actually preferred that the event end at 9:00 p.m. In addition, there are a number of other events in Ames that weekend that will draw even more people to the area. Mr. Huff also pointed out that there is an Ames High football game that night. Again, Commander Huff pointed out that September 4 is the night before a pretty big Iowa State University (ISU) football game; it is the first game of the season.

Council Member Nelson asked Ms. Taylor if requiring an earlier shut-down time for this event was a "deal-breaker" for the CAA. Ms. Taylor replied that it was not; however, the marketing of this event had been occurring for a while, and bands had already been paid to perform until 10:00 p.m.

Moved by Gartin, seconded by Corrieri, approving the following with the contingency that the CAA hire one police officer for security:

1. Blanket Temporary Obstruction Permit and Blanket Vending License
2. RESOLUTION NO. 15-498 approving the waiver of the fee for a Blanket Vending License
3. RESOLUTION NO. 15-499 approving closure of Welch Lot T from 7:00 a.m. to 11:00 p.m., and waiving parking meter fees and enforcement.

Roll Call Vote: 5-0. Motion/Resolutions declared carried/adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Betcher, seconded by Gartin, to approve a 5-Day (September 4 - 8, 2015) Class B Beer Permit with Outdoor Service.

Vote on Motion: 4-0-1. Voting aye: Betcher, Corrieri, Gartin, Nelson. Voting nay: None. Abstaining due to conflict of interest: Goodman. Motion declared adopted.

Discussion ensued about the time in which this event would conclude. Council Member Goodman shared the past history of this event. He recalled that the FAC originated to show mature behavior at a special event occurring in Campustown. There have been no incidents that he has been aware of; the CAA has done a very good job to manage the event. He feels that this group “deserves a little more rope” and that the risk is very low. Council Member Corrieri agreed citing the past success of this event.

Moved by Corrieri, seconded by Goodman, to allow the event to continue until 10:00 p.m., as requested by the CAA.

Vote on Motion: 5-0. Motion declared carried unanimously.

205 SOUTH WILMOTH AVENUE: Planning and Housing Director Kelly Diekmann recalled that, on July 28, 2015, the City Council approved the Settlement Agreement between the City and Breckenridge Group concerning the three parcels located at 205 South Wilmoth currently owned by the Breckenridge Group (205 S. Wilmoth, 321 State, and 601 State). The Agreement also included three single-family lots that Breckenridge has an option to purchase 101, 105, and 107 S. Wilmoth. Also contained in the Agreement was the need to change the LUPP designation of the North Parcel 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.

Land Use Policy Plan Amendment. Director Diekmann said the 8.3-acre north parcel is currently designated as Low-Density Residential on the LUPP Map and is zoned Residential Low Density. While addressed from Wilmoth, the site has nearly an equal amount (430 feet) of street frontage along Lincoln Way as it does on Wilmoth. The site abuts four parcels to the northeast that are also designated as Low Density; however, they are zoned High-Density Residential and are part of the West University Impact Overlay Zone. Farther to the east, there are additional properties designated and zoned High-Density Residential with frontage along Lincoln Way. The site abuts low-density-zoned developments 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.

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 dwelling 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; therefore, the City 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.

Mr. Diekmann provided two options for the Council’s deliberation:

1. Residential High Density and Highway-Oriented Commercial. Staff estimates that between two and four acres of land would need to be commercial to fit the allowed 15,000 to 40,000 square feet of commercial on the site. He showed a map of the split designation of the Enlarged North Parcel. The Highway-Oriented Commercial (HOC) Land Use designation along the Lincoln Way frontage of the property would allow the City to rezone the area to HOC and apply the newly adopted Lincoln Way Mixed-Use Overlay zone. The boundary for the 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.
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 on rezoning the entire site to RH and require integration of mixed-use commercial into the buildings. High-Density Residential 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.

According to Director Diekmann, staff will proceed with the Minor Amendment process to implement the terms of the Settlement Agreement; however, he asked for the Council to 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, Mr. Diekmann advised that there are a 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 the Highway-Commercial land use designation would provide 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.

Mr. Diekmann emphasized that 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.

Sharon Guber, 2931 Northwestern Avenue, Ames, commented that residents from other neighborhoods (other than the most-directly-affected one) have let the Council know their feelings about this issue. She believes that this is not just about that neighborhood; it is about the community of Ames. Ms. Guber commented that Goal No. 1 of the LUPP, which offers predictability and quality of life for Ames residents, is not happening. According to Ms. Guber, RL zoning had already been approved after a Protest was filed, which required five out of six votes of the Council members. Also, she commented that the staff, at the Council meeting on July 28, 2015, had given examples of other developments that it said compared to this development; however, in her opinion, the examples cited had no comparability to this proposed development. She noted that many were not aware that the development on South Fourth where Riverside Manor will be replaced by five apartment buildings was able to move forward. Ms. Guber also cited her issues regarding the Settlement Agreement approved by the City Council on July 28. In her opinion, because of the commitments contained in that Agreement, the Council effectively removed the public process.

Catherine Scott, 1510 Roosevelt, Ames, said that she wanted to maximum public input on whatever choice the Council will make.

Loren Faeth, 321 Hilltop, Ames, noted that there is no plan that has been submitted by the developer, and the residents have no idea what they will process. Mr. Faeth agreed with Ms. Guber, stating that approval of the Settlement Agreement negated the entire public process. Mr. Faeth believes that the Council has now set a dangerous precedent, i.e., that any developer who doesn't like the Council's decision can just sue the City.

Council Member Betcher asked Director Diekmann to comment on the public input opportunities on the remaining processes. Mr. Diekmann explained that the LUPP Amendment still has to go before the Planning and Zoning Commission; that will be a public hearing. There are multiple processes that still have to be dealt with, and public input will be held at those. Mr. Diekmann pointed out that there are parameters placed on the development by the terms of the Settlement Agreement.

Council Member Betcher asked City Attorney Judy Parks to explain the possible implications of entering into the Settlement Agreement and not following through with the necessary steps required. City Attorney Parks advised that, with any agreement entered into by the City, if the City were to not follow through with the terms of the Contract, there is always the possibility that the other party will file a lawsuit for breach of contract. Ms. Betcher inquired who would represent the City if such an action were to be filed. City Attorney Parks answered that she was not sure at this point who would represent the City in any such lawsuit; however, those costs would not be covered by the Risk Pool Insurance.

Moved by Gartin, seconded by Corrieri, to approve Option 1 and direct staff to initiate a LUPP Amendment for 101, 105, 107, and 205 South Wilmoth and 3316 Lincoln Way.

Council Member Goodman shared that he did not approve of the methodology that got the City to this point. However, that being said, he wanted to recognize that the College Creek/Old Middle School Neighborhood involvement in this issue brought about a much different result than what was requested by Breckenridge, e.g., 1,000 beds. Although that Neighborhood might not see this as a win, Mr. Goodman said that he believes that the City did get what was most appropriate on the property. He claimed that the result was very close to the ideal that he had felt was the best use of the property.

Council Member Betcher cited her concerns that this will have ripple effects far into the future. She shared that she had voted against the Settlement Agreement because she did not agree with the way the abatement was being handled in this case. Elaborating, she stated that she did not believe the tax abatement should include the three properties that Breckenridge did not yet own. Ms. Betcher advised that she is very concerned that the City would not be covered by the Risk Pool Insurance if the City breaches the Agreement. She noted that the City had entered into this Agreement in good faith. Ms. Betcher again acknowledged that she had not voted in favor of the Settlement Agreement; however, she was not going to place the City in a situation where it would be subject to millions of dollars in damages because it had breached the Agreement.

Vote on Motion: 5-0. Motion declared carried unanimously.

Options for Urban Revitalization Area (URA)/Qualifying Criteria for North Parcel: Director Diekmann explained that the action to be taken by the City Council at this time would be to provide direction to staff on initiating the process for designating a URA and whether any qualifying criteria are needed for a project to receive partial property tax abatement. The Council was reminded that, in determining 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 the means of making an eligibility finding under the statutory requirements.

It was emphasized by Director Diekmann that, per the terms of the Settlement Agreement, at a minimum, the Enlarged North Parcel option must be included in the initial description of the URA. The majority of the land in the Enlarged North Parcel area is vacant. Council could provide direction to staff to include additional properties for revitalization, including 3316 Lincoln Way, which 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.

Concerns were expressed by the Council members about allowing the three additional properties being included in the Urban Revitalization Area. Council Member Goodman noted in particular that he did not want to create an incentive, e.g., tax abatement, to encourage additional property, i.e., 3316 Lincoln Way, to be purchased and add to the density under RH zoning and cause the number of beds to be increased. He also pointed out that the Settlement Agreement currently did not include 3316 Lincoln Way.

Council Member Betcher offered that, even though URA boundary might be cleaner, she is not in favor of including 3316 Lincoln Way at this time. At her inquiry, Director Diekmann stated that the URA could be amended in the future if Council so desired.

Moved by Goodman, seconded by Corrieri, to direct staff that the URA not include 3316 Lincoln Way.

Council Member Gartin asked Director Diekmann if he saw any downsides to not including 3316 Lincoln Way at this time. Mr. Diekmann replied that he did not think so.

Vote on Motion: 5-0. Motion declared carried unanimously.

Qualifying Criteria. Per Director Diekmann, 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. Mr. Diekmann stated that, typically, the City has required certain site development standards, building elements, and restrictions on uses for eligibility. Mr. Diekmann gave a few examples of how the use of criteria had varied among the different URAs. He said that developing a site-specific plan would necessitate the property owner to provide a concept plan for City review and acceptance prior to creating the URA.

According to Director Diekmann, City staff had 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. Those potential criteria were listed. In addition to considering past criteria, staff recommended incorporating commercial-specific standards for mixed-use in that area based on the design principles and standards from the Lincoln Way Mixed-Use Overlay District. Those standards were reviewed. It was noted by Director Diekmann that staff would provide a Draft Plan with any specified qualifying criteria for Council review before noticing a public hearing for adoption of the URA and Plan.

Mr. Diekmann told the Council that, in regards to establishing a boundary for the URA, it appeared to staff that working with the Enlarged North Parcel was the most suitable choice. He pointed out that

it is not known if additional properties would meet any eligibility requirements established by the Council and benefit from being within the URA.

In regards to establishment of the qualifying criteria, Mr. Diekmann told the Council that, without an applicant design project example, staff believes incorporating some of the design enhancements and use limitations that have been customary in Ames would be appropriate. The most important elements relevant to the types of uses and location of the Enlarged North Parcel were stated as:

1. Use of clay brick as the principal building material for 80% of the front facades, excluding openings. The remaining facades shall incorporate clay brick or cut stone into 50% of the facade 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/1,000 square feet of gross commercial floor area. A minimum of 20% of the commercial floor area be parked at a rate of nine spaces/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 provides a cohesive design and lighting style to the site. The sign program will allow for wall signage per the Sign Code. If a commercial ground sign is constructed, it will be 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 and Housing Director.
11. Provide landscape buffering with the L3 and F2 Standards in a minimum of a ten-foot-wide planter along the perimeter property lines of the site.
12. Provide street trees, per City specifications, along Wilmoth Avenue.

Council Member Betcher cited her concerns about unoccupied commercial space. She felt it was reasonable to require that the commercial space be occupied before the abatement would be granted. After being questioned by City Manager Schainker, Ms. Betcher said the City could establish a certain

percentage that would be required. Director Diekmann noted that a clubhouse would not be allowed to be counted as commercial space.

Council Member Gartin asked what would happen if Breckenridge could not find lessees for the commercial space; perhaps that would be due to the market. He felt that would be moving the “marker out” substantially if abatement was not offered for five or six years after construction.

Mayor Campbell asked if the City would be violating the Settlement Agreement if the City required a certain percentage of commercial space to be rented prior to granting the tax abatement. City Attorney Parks noted the terms of the Settlement Agreement in reference to tax abatement eligibility criteria and concluded that it would be the City’s prerogative to establish criteria.

Moved by Goodman, seconded by Corrieri, to approve the above-listed 12 qualifying criteria.

Council Member Nelson asked about Criterion 2 and Criterion 11. Director Diekmann explained the difference between hipped and gabled roofs. Mr. Nelson also asked whether the City could require an easement for a bike path to be built in the future. Mr. Diekmann did not recall a time in the past when that had been done. He is not familiar with anything like that being included in URA criteria. Mr. Nelson would like to know if that is possible before he makes a decision on the criteria.

Council Member Goodman asked if there would be a Developer Agreement at any point in this process. City Attorney Parks said that the City is currently contemplating that; there are three or four things that the City is going to require of the Developer. Mr. Goodman suggested that, if the Council wanted the easement to be part of the criteria, it could include it in a Developer Agreement. Staff would then notify the Council if requiring it was not legal.

Sharon Guber stated that she had confirmation from the current owner of 3316 Lincoln Way that it is owner-occupied.

Ms. Guber asked if, in terms of 3316 Lincoln Way, there could be discussion in the future on whether to include that property. She also asked if the owner of 3316 Lincoln Way could provide input. Council Member Diekmann advised that the draft document can be changed all the way through the public hearing. Council can add or subtract from the Qualifying Criteria prior to their approval. Council Member Betcher specifically asked staff to notify the current owner of 3316 Lincoln Way.

Director Diekmann cautioned about lengthening the list of Qualifying Criteria. He noted that he was hesitant to provide the list of 12 criteria because it makes it more difficult to come up with a project that would be workable.

Dan DeGeest, 4212 Phoenix Street, Ames, said he was representing the Ames Bicycle Coalition. He noted that the desired bike path is viable; it is identified in the Long-Range Transportation Plan update. According to Mr. DeGeest, the desired bike path would follow along Arbor and come across the North Parcel; it would be approximately 10 to 15'. Mr. DeGeest said many feel that the bike path would provide a great buffer between the Middle and North Parcels. It would also serve the Middle Parcel.

Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Nelson, seconded by Gartin, to direct staff come back with a recommendation on how to accomplish getting an easement or a bike path.

Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Betcher, seconded by Goodman, to add the criterion that states that abatement will not begin until 30% of the commercial space is leased.

Ms. Betcher commented that she was not sure if 30% was the right number. She said that she had used that number to model it after what was required in Campustown for other Urban Revite projects. Council Member Gartin said that all of the 12 items would be under the control of the Developer; however, there might be reasons why 30% of the commercial space might not be able to be leased. He sees that as an unfair change to the Developer. Council Member Goodman disagreed stating it was included in the Settlement Agreement that there would be eligibility criteria. Mr. Gartin again pointed out that he had voted in favor of adding the 12 criteria because they were under the control of the Developer; however, leasing at a certain percentage might not be under the Developer's control. Council Member Betcher asked Council Member Gartin why he had moved to include a similar criterion for a Campustown URA. Mr. Gartin did not recall the specifics about that and said he would have to research the particulars; however, he did not believe to add such a criterion in this case was fair to the Developer.

Vote on Motion: 4-1. Voting aye: Betcher, Corrieri, Goodman, Nelson. Voting nay: Gartin. Motion declared carried.

The meeting recessed at 7:50 p.m. and reconvened at 8:00 p.m.

REQUEST OF ROSE PRAIRIE DEVELOPERS TO AMEND PRE-ANNEXATION AGREEMENT: City Manager Schainker provided the history behind the Pre-Annexation Agreement for Rose Prairie. In summary, in 2009, the prior owners of the 170-acre site at the corner of Grant Avenue and 190th Street had requested approval of a Rural Subdivision. Since the request to develop farther north was not supported in the LUPP, the City Council denied the request and was subsequently sued for its denial by the property owners. He noted that the attorney for the developer had come up with a unique concept so even if the developer lost, a horizontal property regime would be established that would have allowed the developer to build a large number of units that would receive the residential roll-back. The City Council then directed staff to negotiate a mutually agreeable Development Agreement as a Pre-Annexation Agreement that included dismissal of the lawsuit. Ultimately, a Pre-Annexation Agreement was approved by the City Council 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 a conservation subdivision. Three Pre-Annexation Agreements were actually entered into, one with Rose Prairie and two others with developers who owned land adjacent to Rose Prairie. Although the property owner was annexed to the City in 2010, development of the site did not progress, and the property was transferred to other owners in May 2014. Mr. Schainker noted that the current owner of the property, Rose Prairie, LLC, (Developer) is currently represented by Terry Lutz.

Council Member Goodman advised that he was on the City Council during that time. He acknowledged that concessions had been made by the then-Council; however, it had fought hard on every one of those concessions. He pointed out that the presence of a lawsuit changes things, and the Council did what it felt was best for the City at that time.

Bill Ludwig, architect and urban planner, 14440 NW 144th Court, Des Moines, Iowa, said that the current plan has nothing to do with the previous plan. The previous plan was not workable and not what the current developer desired for the land. Council Member Gartin asked why the developers would not have taken the previous Agreement into consideration. He argued that there is a legal landscape as well as a topographic landscape in this case and pointed out that the land in question is subject to legal requirements.

Mr. Ludwig said that he devised the plan for the current Development to reflect consideration of the following items:

1. Natural drainage pattern. There will be a lake within the development. It will provide drainage for the area, protect Ada Hayden, and also provide an amenity for development.
2. Topography of the land.
3. Land use.
4. The village concept. This will be a walkable community.

Terry Lutz identified himself as the representative for Rose Prairie, LLC. He advised that the current owners believe that the current Development Agreement was a bad agreement from a developer's perspective. It would never have worked given the amount of infrastructure costs that the City had to recoup; there was not enough density. Mr. Lutz said that, when additional requirements are placed on a developer, ultimately it is the home owner that pays. According to Mr. Lutz, the objective of the current developer is to provide a quality housing development that will be affordable. One of the objectives was to make this a sustainable development and protect the watershed, and it is a priority of these developers to create buffers. The conceptual design was shown by Mr. Lutz. The main north/south collector would be an extension of Grant Road. According to Mr. Lutz, the price point for the homes would be somewhere in the neighborhood of \$300,000/home. There will also be some million-dollar homes built in Rose Prairie.

Director Diekmann reported that the Developer had now identified 13 issues that it would like to have addressed in an amendment to the current Agreement. The key topics related to the original Agreement include exceeding the 292-unit plan for development of the site with up to 678 housing units and adding Convenience Commercial, repayment of water costs, repayment of sanitary sewer costs, agreement to move the shared-use path from the railroad side of the project to Grant Avenue, costs for electric transmission extension, deletion of the phosphorus fertilizer prohibition, and elimination of the fire sprinkler requirement. Additional issues not in the current Agreement that the Developer would like addressed in a revised Agreement included: a neighborhood park, assignment of obligations to a 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.

Municipal Engineer Tracy Warner told the Council that no studies have been completed to date relating to the impacts of 678 housing units versus 292. Council Member Goodman said that he would not want to change the existing Agreement until the impacts are known, and in particular, the impacts to the Ada Hayden Watershed. Ms. Warner stated that studies would be done in the future if the number of units is increased. She also noted that a Conservation Subdivisions is residential. Components considered by the staff relating to the creation of the Conservation Subdivision Ordinance were pointed out by Ms. Warner. City Manager Schainker noted that the design showing 292 units was incorporated into the Agreement, and at this time, the developer is required to abide by that Agreement.

Mr. Ludwig said that the previous development plan will simply not work for Rose Prairie; 1.7 units/acre does not work.

Director Diekmann emphasized that approval of any of the amendments suggested by the Developer and supported by the City Council would not occur at this meeting.

Council Member Gartin said he that it might be best to defer to the experts as to what is best for the land in question. Council Member Goodman said that he agrees if it is in the context of protecting the

Ada Hayden Watershed; however, if it in any way compromises the protection of the Watershed, he would not be in favor.

Erv Klaas, 1405 Grand Avenue, Ames, stated that he had been a resident of Ames for 40 years. He noted that he had been involved in this property long before 2009. Mr. Klaas gave the background of his involvement, which began in earnest when he became a Storm Water Commissioner in 2001, and his efforts to require conservation practices around the Watershed. Mr. Klaas cautioned that when the developer says the plan won't work, it doesn't mean that it won't work as a viable development; it means that it won't provide the amount of profit that the developers want. He stressed that the area in question is not the place for development of 678 units; that would not be a low-impact development. According to Mr. Klaas, half of a prairie that was created by Clark Pasley, one of the prior owners of the area, is already gone due to the infrastructure that has been recently installed.

Council Member Gartin asked Mr. Klaas what it is about 678 units that increases the environmental impacts. Mr. Klaas answered that it is the rooftops, concrete, parking lots, and all impervious surfaces that contribute to storm water run-off. He does not see how those environmental impacts can be addressed appropriately by the plan being proposed by the current developer. It was specifically noted by Mr. Klaas that one of the items that the developer wants removed is the prohibition of the use of phosphorous. He described what phosphorous would do to Ada Hayden Lake.

Director Diekmann explained the main issues with the requesting changes to the Pre-Annexation Agreement, as identified by City staff:

1. Issue 1 (Section II.D) states the land is to be rezoned as Suburban Residential Low-Density (FS-RL) with a Master Plan for FS-RL, FS-RM, or F-PRD and for Convenience Commercial zoning. 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 eight acres of commercial area and development of single-family detached units, single-family attached units, and apartments that require different zoning districts than FS-RL that is identified in the existing Agreement. The total development request by the current developer is a maximum of 678 units. In order for the Planning staff to move forward to assist the developer in accomplishing the new design concept, staff needs to know that the City is willing to consider a development plan that is different than the one that was approved for the previous owner. If Council is willing to accept an alternative concept plan, this provision must be changed to consider alternatives. The developer of Rose Prairie is asking that the former Development Plan be removed as Exhibit D from the Agreement.
2. Issue 2 (Section V.B.6.a) pertains to the requirement that a pro-rata share of the water cost be paid each time a parcel is platted. In addition, the total connection fee for the water costs on Grant Avenue are to be paid in full ten 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. Municipal Engineer Warner noted that the City just installed the water and sewer project last year.
3. Issue 3 (Section V.C.5.a) deals with the sanitary sewer connection fees instead of water.
4. Issue 4 (Section V.C.6) states that the developer will finance 100% of the cost of any sanitary sewer that may be required to serve the land west and north of Rose Prairie. 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.

Mr. Lutz clarified that the developer is not asking for the City to pay for any of the infrastructure located on site. He alleged that the way the City decided to finance the off-site infrastructure is very typical of how other cities finance it, but it is not typical for the investment to be built into the City's utility rates. Mr. Lutz does not believe that it is fair to require the developer to "write a big check" to repay the cost of infrastructure if the development is completely unsuccessful and the market fails. Refuting Mr. Lutz's allegation about the impacts on the utility costs, Council Member Goodman clarified that if there are excess revenues, it means that future rates will not increase and may even decrease.

It was also stated by Mr. Lutz that to place the requirement on the current developer to pay for a portion of the water main on Grant by July 10, 2020 is unfair. He noted that the infrastructure was not in place five years ago, so development could not have occurred. Council Member Goodman refuted that statement pointing out that the requirement to pay for a portion of the water main on Grant was part of the Agreement that was entered into by the then-owner/developer of the land in question; that Agreement runs with the land and passes on to the successors.

Mr. Lutz clarified that he was only asking the City to finance the difference in cost between the portion that benefits Rose Prairie and that which benefits other developers in the area in question. He does not believe it is a fair method of financing the sewer to place the burden of cost and financing the improvements that do not benefit the Rose Prairie property.

5. Issue 5 (Section V.E.2) was explained by Public Works Director John Joiner. 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. However, 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 that the City 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. According to City Manager Schainker, staff supports this change.

Noting the benefits of connectivity between communities, Council Member Goodman noted that this presents an opportunity to still create a safe bike path adjacent to the railroad tracks. He does not believe that the Rose Prairie developers should pay for that, but he would like the possibility of such a bike path to be created.

6. Issue 6 (Section V.F.1-3) states that the developer shall pay for the electric extensions, lights, etc. The City is requesting Rose Prairie to pay for whatever costs were agreed to by the Hunziker and Friedrich's developments south and east of Rose Prairie. 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 staff sees no reason to change this Section of the Agreement at this time. Electric Services Director Donald Kom noted that the initial portion of the Rose Prairie development to the north will be within the Midland Power Cooperative service territory; however, 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.
7. 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 is now requesting that it be treated consistently with the Hunziker and Friedrich's properties to the south and east of Rose Prairie. The current language in the two other Pre-Annexation Agreements match the language in the existing Rose Prairie Agreement. Staff does not believe a change is warranted in this provision.

8. Issue 8 (Section V.H.2) requires sprinkler systems be installed in residential buildings. When first considered by the City Council, this Subdivision was outside of the City Council's emergency response time standard, and the requirement for sprinklered houses was meant to address that issue. However, the City Council eliminated this standard when a decision was made to grow farther to the north, and this language was then removed from the Hunziker and Quarry Estates Pre-Annexation Agreement. The developer is requesting that this Section be entirely deleted similar to the Hunziker and Friedrich's property to the south and east of Rose Prairie. Staff supports this request.
9. Issue 9 is a request that the developer sell up to five acres of land to the City for a public park. The park would have access off a road. The developer is proposing to sell the land to the City for \$30,000/acre plus the per-acre cost charged to them for all off-site streets, water, sewer, electric, etc., plus the cost of extending roads and/or utilities adjacent to the park property. Mr. Lutz said they see the value of the park; however, they do not think it is reasonable to ask the developer to give the land to the City. There are additional costs in connection with that, e.g., streets to lead to the park. Staff has identified that the proposed development of Rose Prairie with its requested intensification combined with the Hunziker South development trigger the need for a city neighborhood park. The LUPP identifies the need for parkland at a ratio of five acres/1,000 people. Rose Prairie projects to 1,500 people, and with Hunziker South development, the population may exceed 1,900 people. Staff believes that the park is a necessary component of public infrastructure to support rezoning and platting of the area for both projects. It does not believe that the acquisition of land for a park should be a City cost.
10. Issue 10 relates to the current structure of the Agreement for repayment of infrastructure costs. The repayment 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 wants 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.

Mr. Lutz clarified that Rose Prairie is requesting to assign the terms of the Agreement to potential other developers. The connection fees for utilities and/or any street assessments imposed on Rose Prairie would be transferred to the buyer of the outlots and the obligation to make whatever infrastructure payments, connection fees, etc., required by those outlots would be an obligation of the buyer(s) of the outlots at the time of their platting consistent with the terms of the Agreement. Staff believes that this type of revision would 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 outlots.

Council Member Goodman stated that he would prefer Rose Prairie negotiate the terms of and enter into agreements with the other developers. Mr. Lutz would like the City to manage the agreements with the developers whom have purchased part of the large parcel from Rose Prairie.

11. Issue 11 pertains to the location of the Convenience Commercial Node for the North Growth Area. The developer is requesting that the Council approve the location of the proposed village center at the corner of 190th and Grant Avenue. It was alleged by the developer that the location of the commercial area will alter its approach to residential development and would like guidance on its proposed Master Plan. The developer believes that 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. 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. Staff believes either location for commercial zoning could be acceptable.

12. Issue 12 deals with the location of the multi-family apartments. The developer is requesting that the location be along 190th. Staff believes that apartments are a desirable housing type in the Rose Prairie development and the proposed location along 190th Street is acceptable.
13. Issue 13 relates to the method of circulation. The developer's ideal method contains loop streets and a central open space feature. Staff has identified two street circulation issues related to that concept: (1) the original Agreement included an east/west street connecting to Grant Road and taking traffic into the development as well as a north/south street system, and (2) subdivision standards for block lengths and connections tying neighborhoods together and creating extensions to other abutting properties for development. Staff recommends that an east/west street connection to Grant be included in the design based on the City's street and block length standards and how typical roadways are planned in Ames. Without that connection, street spacing exceeds the City's standards of not-to-exceed a quarter mile for major intersections. Staff believes some loop roads for the neighborhoods are acceptable. It was noted that staff is unable to determine how the circulation for some of the larger areas will be impacted by the proposed loop road system because the Preliminary Plat has not been filed.

Council Member Goodman emphasized that Hunzikers are able to make this work in its adjacent development.

Council Member Betcher asked if it concerned staff at all that half of the development would be contained on two parcels and then ultimately dump onto 190th. Director Diekmann noted that in the past there has been no impact shown on 190th and Grand.

Council Member Goodman pointed out that since 1997, developers have been able to develop in the City abiding by the requirements that have been imposed by the City. He has concerns about making revisions for one developer. He reiterated that the other two developers in the subject area have been able to develop their properties while abiding by the existing guidelines. Mr. Goodman noted that the current Rose Prairie developers purchased the land knowing its history and the existence of the Agreement is now asking the City to change 13 of the requirements because they won't work for them.

Mr. Lutz stated that if the road to the east/west is absolutely a requirement or if revisions to the neighborhood pods are required, the developer has to know that because the entire plan is based around those items. He told the Council that the east/west connection would impact the location of the proposed lake feature. The lake would also serve as a storm water detention pond; thus, that lake would be an amenity to not only the developer, but also to the City.

Mr. Ludwig stated that the Preliminary Plat is ready to be filed. If the proposed plan is not going to be acceptable, the developer has to know that now. He said the developer has put in a lot of time. Council Member Goodman commented that it is not fair for the developers to put this on the City because they have now shown up wanting to make 13 huge changes to an Agreement that they knew existed and ran with the land when they purchased it.

Council Member Goodman also stated his opinion that loop streets are not conducive to connectivity, and the City strives for connectivity.

Justin Dodge, Hunziker & Associates, 105 S. 16th Street, Ames, noted that Hunzikers have two developments adjacent to Rose Prairie, i.e., Hayden's Crossing and Auburn Trail (Hunziker South).

According to Mr. Dodge, Hunzikers have a good working environment with Rose Prairie developers. Mr. Dodge commented that, if loop streets are going to be allowed in Rose Prairie, Hunzikers would like the same arrangements for their developments; they would like all the developers to be treated the same. At the inquiry of Council Member Goodman, Mr. Dodge said that Hunzikers have been able to develop under the conservation subdivision requirements.

It appeared to Council Member Betcher that Issues 5, 7, and 8 are really non-issues. She asked if the Council could do away with those and concentrate on the other Issues. Council Member Goodman said he was not willing to decide on major decisions that will change the way land has been developed in Ames for the past 20 years. He feels this is much broader than just Rose Prairie. He again expressed his dismay that the developer came to the City expecting the Council to make major changes to an existing Agreement that runs with the land and the developer was well aware of that when it purchased the property.

Moved by Goodman, seconded by Corrieri, to ask staff to ensure that there is at least one east/west connection in the development as per existing guidelines.

Council Member Gartin said that he would be in support of going with the design in its current form.

Council Member Nelson said that he cannot require an east/west connection when he doesn't have enough information.

Vote on Motion: 4-1. Voting aye: Betcher, Corrieri, Goodman, Nelson. Voting nay: Gartin. Motion declared carried.

The meeting recessed at 10:57 p.m. and reconvened at 11:05 p.m.

REDEVELOPMENT OF CITY-OWNED PROPERTIES AT 519-521 6TH STREET: Housing Coordinator Vanessa Baker-Latimer recalled that, on May 12, 2015, the Council had directed staff to proceed with soliciting development opportunities for the City properties at 519 - 521 6th Street.

Ms. Baker-Latimer advised that the City received one proposal by the June 20, 2015, deadline. The proposal was filed by Benjamin Design Collaborative/Story County Community Housing Corporation. She said that staff had convened a committee of five members from Planning, Finance, Purchasing, Building Inspections, and Housing to review the Request for Proposals (RFP) to review the process, selection criteria, and score the proposal. The RFP required 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 one proposal was 81 points.

According to Ms. Baker-Latimer, the consensus of the committee's concerns regarding the 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.

After being questions, Ms. Baker-Latimer advised that staff had learned through the process that the low response rate to the RFP was not due to a lack of interest in housing in Ames, but due to the small number of units being proposed.

Council Member Gartin pointed out that the proposal had 81 points; 85 were required. He asked if there was anything that the applicant could do to move its application forward. Ms. Baker-Latimer

replied that, in looking at the HUD criteria that must be met, the red flag was the results of a prior financial audit. She noted that the City's Finance Director had significant concerns over the results of the audit.

Ms. Baker-Latimer brought the Council's attention to possible next steps. There are two strategies:

1. Acquire additional land to package with the 6th Street site.

Ms. Baker-Latimer said that staff believed that it would be beneficial to increase the developable rental units to a minimum of 20 units. This would also be consistent with the current CDBG Annual Action Plan.

2. Explore the feasibility of directly applying for grants on behalf of the City, e.g., State HOME funds, to help pay for construction costs of the project.

According to Ms. Baker-Latimer, the City would seek a qualified builder to construct the units for the City. It was pointed out that this option would involve substantial staff resources to prepare a grant application, administer the grant, and oversee the project construction.

Council Member Goodman suggested that the City possibly change the model that it traditionally uses in projects such as this. Council Member Betcher questioned why the City should do that. She pointed out that the proposal came in with fewer points than were required to move to the next step in the process.

City Manager Schainker disagreed that it was the model. He asked if perhaps staff was using the wrong indicators, e.g., the audit.

Dale VanderSchaaf, 2602 Tyler Street, Ames, identified himself as a representative of Story County Community Housing Corporation (SCCHC). Mr. VanderSchaaf said he wanted to set the story straight. According to Mr. VanderSchaaf, SCCHC had always operated in the black. They have \$1.15 million in assets, with outstanding obligations of approximately \$300,000. Mr. VanderSchaaf does not see that that makes them an unstable organization. He stated that the City looked at one audit (for 2013/14), which was not a good audit; however, if the City would look at other audits, it would show a different story. According to Mr. VanderSchaaf, SCCHC does have organizational capacity. It has never incurred any short-term debt that could have put the organization in jeopardy.

Mr. VanderSchaaf advised that SCCHC has received an on-line commitment from a local church in the amount of \$100,000 to do this project. If it doesn't do the project, that donation would go away. He noted that this project is larger than its previous projects; however, it has good construction oversight.

According to Mr. VanderSchaaf, SCCHC has one apartment on Lincoln Way that was purchased with Housing and Urban Development (HUD) funds. Noting the reporting requirements for HUD projects, Mr. VanderSchaaf advised that they had gotten a little behind on filing reports, but by the end of this week, they should be caught up.

Council Member Betcher stated that she is concerned by the fact that HUD is not forgiving. Mr. VanderSchaaf advised that Martin Property Management now manages the HUD-funded project, and the reports will be filed on time from now on.

Council Member Gartin asked if there would be any merit in revisiting this with SCCHC. Director Diekmann asked to know specifically what staff would be revisiting. He advised that staff had already met with the SCCHC.

Council Member Goodman said he has a hard time not seeing the risk in revisiting the SCCHC proposal. He commented that not-for-profit volunteer organizations are different than for-profit organizations.

Housing Coordinator Baker-Latimer said that what Mr. VanderSchaaf was saying was different from what she has heard from the Iowa Finance Authority (IFA). She does not want to jeopardize the future of the City's CDBG funding because the City is not in compliance if this project is not successful.

The alternatives were presented by Ms. Baker-Latimer. She noted that staff had had conversation about the process. She was told that in order to apply for larger funding sources to produce lower income housing units, such as the Low-Income Tax Credit Program or Work Force Tax Credit Program, the minimum number of units proposed to be built is generally 20 - either in one project or a package of projects. The minimum unit threshold is due to how tax credits are syndicated for financing projects.

Council Member Corrieri pointed out that there are issues facing non-profits that do not affect private developers, especially those which operate with volunteer staff.

Council Member Goodman stated his opinion that the City had received a very robust serious proposal from a local agency; it was only four points short of the required number to move it forward. While he is not suggesting that the project be given to SCCHC, he would like more information as to the staff's evaluation. In particular, he would like to have a letter from IFA explaining the concern.

Moved by Goodman, seconded by Gartin, to ask staff to come back to Council with a more detailed explanation of how the criteria balanced out and the criteria that led them to the conclusion about the proposal that was received.

Vote on Motion: 5-0. Motion declared carried unanimously.

Council Member Goodman asked the SCCHC to reach out to IFA to better understand the issues.

Trish Stauble, 1319 Top-O-Hollow, Ames, asked to see the points that were given by the committee to the SCCHC's proposal. She said they could pay to have another audit conducted; however, it costs \$3,000. Ms. Stauble believes that the SCCHC could do the project; they have assets.

STREET AND PARKING CLOSURES TO ACCOMMODATE CONSTRUCTION OF APARTMENT BUILDING AT 2311 CHAMBERLAIN AVENUE: Civil Engineer II Eric Cowles explained that 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.

City Manager Schainker noted that a letter was received today from Jason Conway, Opus Development Company, LLC; 10350 Bren Road West, Minnetona, Minnesota, requesting to delay the closure of Lynn Avenue. The letter advised that the Foundry, located on the corner of Lynn Avenue and Lincoln Way, is anticipating its tenants to move-in over the weekend of August 21 - 23. Its work will be scheduled at a time that does not conflict with such a busy time. Mr. Schainker advised that the Council's approval for the closure of Chamberlain was still needed. He pointed out that there will be two-way traffic; however, the City will lose parking for over a year. The developer will reach out to the businesses in the area about the proposed closure.

Moved by Betcher, seconded by Nelson, to direct staff to approve only the closure of the parking spaces along Chamberlain, shifting the two-way traffic to the south half of the road until August 2016.

SMART ENERGY PROGRAM: Moved by Goodman, seconded by Corrieri, to adopt RESOLUTION NO. 15-500 approving the following changes to the Smart Energy Program:

Residential Lighting Rebate Program

- a. Remove compact fluorescent lamps (CFLs) 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%

Commercial Lighting Rebate Program

- e. Remove T8 rebate for new construction
- f. Retrofit T8 must replace T12 in order to qualify for the T8 rebates
- g. Reduce rebate levels 30%-50%

Air Conditioner Rebate Program

- h. Raise qualifying threshold from 14 SEER to 15 SEER
- i. Reduce standard programmable thermostat rebate to \$15
- j. Add a WiFi/Learning thermostat rebate of \$50
- k. Add an air conditioning retro-commission (tune-up) rebate of \$100

Appliance Rebate Program

- l. Add dehumidifier rebate of \$25
- m. Add electric dryer rebate of \$50

Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ORDINANCE REZONING PROPERTIES AT 519, 525, AND 601 - 6TH STREET: Moved by Corrieri, seconded by Goodman, to pass on second 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: 5-0. Motion declared carried unanimously.

ORDINANCE REZONING, WITH MASTER PLAN, PROPERTY AT 5400 GRAND AVENUE: Moved by Goodman, seconded by Nelson, to pass on second reading an ordinance rezoning, with Master Plan, property at 5400 Grant Avenue from Agricultural (A) to Suburban Residential Low Density (FS-RL).

Roll Call Vote: 5-0. Motion declared carried unanimously.

ORDINANCE CREATING RESEARCH PARK AND INNOVATION ZONING DISTRICT: Moved by Betcher, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4223 creating the Research Park and Innovation Zoning District.

Roll Call Vote: 5-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ORDINANCE REVISING CHAPTER 5 PERTAINING TO INFRASTRUCTURE IMPROVEMENTS: Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4224 revising Chapter 5 pertaining to infrastructure improvements.

Roll Call Vote: 5-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ORDINANCE REVISING CHAPTER 22 PERTAINING TO INFRASTRUCTURE IMPROVEMENTS: Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4225 revising Chapter 22 pertaining to infrastructure improvements.

Roll Call Vote: 5-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

COUNCIL COMMENTS: Council Member Betcher stated that she had received e-mails regarding the house fire on 8th Street. Old Town Neighborhood residents have expressed concerns over the way the electrical service was shut down.

Moved by Betcher, seconded by Goodman, to direct staff to have a discussion with neighborhood residents pertaining to the electrical shut-down process.

Vote on Motion: 5-0. Motion declared carried unanimously.

ADJOURNMENT: Moved by Goodman, seconded by Corrieri, to adjourn the meeting at 12:02 a.m. on August 12, 2015.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	August 2015	
For City Council Date:	August 25, 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)
Water & Pollution Control	Water Pollution Control Facility Digester Improvements	5	\$1,615,750.00	Eriksen Constrution Co., Inc.	\$-(32,567.00)	\$10,856.00	Steve Schainker	MA
Public Works	ISU Research Park Phase III	1	\$4,607,745.60	Manatt's Inc.	\$0.00	\$6,260.10	T. Warner	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

*Caring People
Quality Programs
Exceptional Service*

4a-d

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Jeff Brinkley – Ames Police Department

DATE: August 16, 2015

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
August 25, 2015

The Council agenda for August 25, 2015, includes beer permits and liquor license renewals for:

- Class E Liquor, C Beer, & B Wine – Hy-Vee Drugstore, 500 Main St
- Class C Liquor & Outdoor Service – Indian Delights, 127 Dotson Dr
- Class C Liquor – Mandarin Restaurant, 415 Lincoln Way
- Special Class C Liquor & Outdoor Service – Noodles & Company, 414 S Duff Av

A routine check of police records for the past twelve months found no violations for any of the listed establishments. The police department would recommend renewal of these licenses.

Name of Applicant: Non-Profit

Name of Business (DBA): Friendship Ark Homes

Address of Premises: 130 South Sheldon Avenue

City Ames **County:** Story **Zip:** 50014

Business (515) 292-9556

Mailing 130 South Sheldon Avenue

City Ames **State** IA **Zip:** 50014

Contact Person

Name Victoria Szopinski (Board Member) or Jennifer Ellis (Ex Dir)

Phone: (515) 231-6305 **Email** victoria28@mchsi.com

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

Term: 5 days

Effective Date: 09/10/2015

Expiration Date: 01/01/1900

Privileges:

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

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXX **Federal Employer ID** 42-1489488

Ownership**Jennifer Ellis**

First Name: Jennifer **Last Name:** Ellis

City: Ames **State:** Iowa **Zip:** 50014

Position: Executive Director

% of Ownership: 0.00% **U.S. Citizen:** Yes

Victoria Szopinski

First Name: Victoria **Last Name:** Szopinski

City: Ames **State:** Iowa **Zip:** 50014

Position: FAH Board Member

% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:

Policy Effective Date: **Policy Expiration**

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Name of Applicant: <u>LJPS Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>420 Beach Ave</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: 09/01/2015

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

Daniel Griffen

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

Scott Griffen

First Name: Scott **Last Name:** Griffen
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 50.00% **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:

Name of Applicant: <u>LJPS Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>1800 South 4th St</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</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 Class C Liquor License (LC) (Commercial)**Term:**5 days**Effective Date:** 09/01/2015**Expiration Date:** 01/01/1900**Privileges:**Class C Liquor License (LC) (Commercial)**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: <u>Scott</u>	Last Name: <u>Griffen</u>	
City: <u>Ames</u>	State: <u>Iowa</u>	Zip: <u>50010</u>
Position: <u>Owner</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Daniel Griffen

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

Susan Griffen

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

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:

Name of Applicant: Louis Pederaza
Name of Business (DBA): Botanero Latino
Address of Premises: 604 E Lincoln Way
City Ames **County:** Story **Zip:** 50010
Business (515) 451-7273
Mailing 604 E Lincoln Way
City Ames **State** IA **Zip:** 50010

Contact Person

Name Louis Pederaza
Phone: (515) 451-7273 **Email**

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

Term: 12 months

Effective Date: 08/25/2015

Expiration Date: 01/01/1900

Privileges:

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

Status of Business

BusinessType: Sole Proprietorship
Corporate ID Number: **Federal Employer ID**

Ownership

Louis Pederaza

First Name: Louis **Last Name:** Pederaza
City: Ames **State:** Iowa **Zip:** 50010
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Founders Insurance Company
Policy Effective Date: **Policy Expiration**
Bond Effective **Dram Cancel Date:**
Outdoor Service Effective **Outdoor Service Expiration**
Temp Transfer Effective **Temp Transfer Expiration Date:**

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR COUNCIL MEMBER BETCHER TO ATTEND
“GROWING SUSTAINABLE COMMUNITIES” CONFERENCE

BACKGROUND:

At the August 18 City Council workshop, the City Council referred a request from Council Member Betcher to attend the Growing Sustainable Communities Conference in Dubuque on October 6-7. **City staff estimates the cost for one Council Member to attend this conference is \$675, including mileage, registration, hotel, and meals.**

The City Council's FY 2015-16 budget includes \$16,980 for the City Council and Mayor to attend conferences. The breakdown of the conferences budget is as follows:

		Budgeted Amounts		
Conference	Location	# CC Members	Individual Cost	Total
NLC Congress of Cities	Nashville, TN	4	\$1,800	\$7,200
NLC Congressional City Conf.	Washington, DC	3	\$2,250	\$6,750
ILC Annual Conference	Cedar Rapids	2	\$565	\$1,130
ITGA Annual Conference	Chicago, IL	1	\$1,700	\$1,700
ILC Annual Meeting	Unknown	1	\$200	\$200
TOTAL				\$16,980

Because it is early in the fiscal year, the City Council needs only to decide at this time whether to authorize this additional conference; it does not need to make decisions about how to allocate this cost in the budget. During budget preparation the staff must guess how many Council members will be available to attend the national conferences. Historically, more funds have been budgeted for the two national conferences than have been utilized. This is to ensure that the City Council Members who wish to take advantage of the unique opportunities at these national events are able to do so. Should a greater number of City Council members ultimately choose to attend the conferences/workshops than the budget allows, City staff can initiate a request at a later date to take a portion of the conference expenses out of the Council Contingency account.

ALTERNATIVES:

1. Authorize Council Member Betcher to attend the Growing Sustainable Communities Conference in Dubuque.
2. Do not authorize Council Member Betcher to attend the Growing Sustainable Communities Conference in Dubuque.

MANAGER'S RECOMMENDED ACTION:

City Council member attendance at state and nation conferences should be encouraged in order to gain a wider perspective about possible new or unique policies that have been implemented in other cities throughout the country in an effort to better our community. In the past, Council member attendance has focused on the National League of Cities conferences and the Iowa League meetings, since the City is a member of both organizations and these meeting are specifically designed to cover a wide variety of policy alternatives and the most relevant local government issues. However, it should be recognized that there could be value in attending a conference/meeting that focuses in more detail on one of the Council's top priorities, such as this sustainability conference.

In the absence of a formal policy regarding City Council attendance at conferences, the staff would suggest the following criteria in determining if Council member attendance is warranted.

- **The conference/meeting should be designed to provide information relevant to policy makers.**

(For example, there is no need for a Council member to attend a conference/workshop on how to design a roundabout. That type of implementation information is more appropriately left to the City staff.)

The literature describing the upcoming conference/workshop traditionally describes the audience to which the program information will be geared.

- **The information to be gleaned from the conference/workshop should be of interest of the total City Council, and not just the one member who wishes to attend.**
- **The topics offered at the conference/workshop should focus on one of the City Council's goals/objectives.**
- **The City Council should formally authorize a request to attend a conference/workshop other than the National League of Cities, Iowa League of Cities, and International Town/Gown meeting.**

The process utilized to address Councilperson Betcher's request provides an example how this issue should be handle in the future.

The request to attend the Growing Sustainable Communities Conference appears to satisfy the criteria offered above. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 thereby authorizing the Gloria to attend the conference.

City staff feels comfortable that the current funding in the City Council's conferences budget will be sufficient to cover the cost of attending this additional conference. If it is not, City staff will return to the City Council to request that Council Contingency funds be used to pay for a portion of the City Council's conferences.

Since there is no approved policy regarding the Council member's attendance at conferences/workshops, it would be advisable for such a policy be discussed and approved at the next Goal Setting session. Consideration could be given to the four criteria mentioned above or some other set of criteria.

COUNCIL ACTION FORM

SUBJECT: **OCTAGON ART FESTIVAL REQUESTS**

BACKGROUND:

The Octagon Center for the Arts plans to host the 45th Annual Art Festival in the Ames Main Street Cultural District (MSCD) on Sunday, September 27, 2015. The event is scheduled to begin at 10:00 a.m. and conclude at 5:00 p.m. Booths selling art works, crafts, and food items will be in operation that day. In addition, there will be entertainment on the sidewalks in Tom Evans Plaza and in Cynthia Duff Plaza.

To facilitate this event, the following items are requested:

1. Closure of the following streets, from 6:00 a.m. to 6:00 p.m.:
 - a. Main Street, east of Clark (not blocking Wells Fargo Driveway) to just west of Duff Avenue (allowing traffic to access parking lot behind businesses)
 - b. Douglas Avenue, 5th Street to Main Street
 - c. Kellogg Avenue, 5th Street to Main Street
 - d. Burnett Avenue, south of the alley to Main Street
2. Waiver of costs for electricity during the event (estimated at \$10)
3. Approval of a Blanket Temporary Obstruction Permit for the Central Business District
4. Approval of a Blanket Vending License for the duration of the event
5. Waiver of fee for Blanket Vending License (\$50)

Insurance coverage for the event has been provided by The Octagon Center for the Arts. Notification signs will be placed on parking meters on Saturday evening after 6:00 p.m. Since the event occurs on a Sunday, there is no potential loss of parking meter revenue. Public Works will provide the necessary barricades for the street closures. A noise permit will be obtained through the Police Department.

The Main Street Cultural District has been informed of the Art Festival and is in support of it. Additionally, Octagon staff has contacted affected businesses door-to-door. Signatures confirming the notification have been obtained from nearly all affected businesses. Approximately 1/4 of the affected businesses will be open on the day of the event.

ALTERNATIVES:

1. The City Council can approve the requests from The Octagon Center for the Arts for the Art Festival on September 27, 2015, including: closure of various streets from 6:00 a.m. to 6:00 p.m., blanket Vending License and waiver of fee for Vending License, Blanket Temporary Obstruction Permit for sidewalks adjacent to closed streets, and waiver of costs for electricity during the event.
2. The City Council can approve the requests, but require payment for the Blanket Vending License and reimbursement for electricity use.
3. The City Council can deny these requests.

MANAGER'S RECOMMENDED ACTION:

This is the 45th year that the Octagon has held the Art Festival. There will be more than one hundred artists on hand with unique, hand-crafted artwork for sale, two stages with live entertainment, and local food vendors. No admission is charged, and Festival organizers expect 14,000 people to attend. The Main Street Cultural District has expressed its full support of the event.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the requests from The Octagon Center for the Arts for the Art Festival on September 27, 2015.



August 21, 2015

Mayor and City Council
City of Ames
515 Clark Ave
Ames, IA 50010

Mayor Campbell and City Council,

The Main Street Cultural District (MSCD) is proud to have the Octagon Center for the Arts in Downtown Ames. The programs and events they offer greatly enhance the culture of the district and benefit the entire community. We would like to express our support of the 44th Octagon Art Festival that will take place on Sunday, September 27th.

The MSCD is fully in support of this event, and ask that Council requests be granted. Thank you for your consideration and your continued support of the Main Street Cultural District. We hope to see you downtown for the festival.

Sincerely,

Cindy Hicks
Executive Director
Main Street Cultural District



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SPECIAL EVENT APPLICATION

SUMMARY OF EVENT

DESCRIPTION

Event Name Octagon Art Festival

Description

The 45th Annual Octagon Art Festival will take place in downtown Ames on Sunday, September 27 from 10 am – 5 pm. A variety of free entertainment acts including live bands and performing arts will be presented throughout the day. A wide selection of cuisine by various food vendors and children's art activities will also be available at the art festival. Approximately 100 juried artists from 12 states will fill the Main Street Cultural District. This event is FREE and open to the public. This is a great community event that celebrates the visual arts as well as performing arts.

Event Category

☐ Athletic/Recreation

☐ Concert/Performance

☐ Exhibits/Misc.

☐ Farmer/Outdoor Market

☒ Festival/Celebration

☐ Other (please explain)

☐ Parade/Procession/March

Anticipated

Attendance

Total 14,000 Per Day 1

DATE/TIME

Setup

Date 9/27/15

Time 6:00 am

Day of Week Sunday

Event Starts

Date 9/27/15

Time 10:00 am

Day of Week

Event Ends

Date 9/27/15

Time 5:00 pm

Day of Week

Teardown

Date 9/27/15

Time 6:00 pm

Day of Week

Complete

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

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

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

events@amesdowntown.org

director@amescampustown.com

eventauthorization@iastate.edu

CONTACTS

Host Organization

Octagon Center for the Arts

Local Contact (Required)

Must be present during event

Name: Heather Johnson

Address: 427 Douglas Avenue

Telephone: (515) 232-5331

Cell phone: (515) 291-8512

Must be available by cell phone during event

Email: director@octagonarts.org

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? 45

☒ ☐ 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

OCTAGON CENTER *for the* ARTS

Octagon Center for the Arts • 427 Douglas Ave. Ames, IA 50010 • 515.232.5331 • www.octagonarts.org

August 6, 2015

Mayor and City Council
515 Clark Ave.
Ames, IA 50010

Honorable Mayor and City Council,

On Sunday, September 27, the Octagon Center for the Arts is hosting the 45th Annual Octagon Art Festival in Downtown Ames Main Street Cultural District.

The purpose for the celebration is: *An event to showcase the various artists representing the creative talent in Ames and the Midwest, to celebrate the richness and enjoyment that art provides through visual expression, highlight the beauty of Ames' community and people while sharing the wonderful Downtown Ames experience with visitors from all over Iowa and neighboring states.*

The Octagon Arts Festival will officially begin Sunday, September 27 at 10 a.m. and conclude at 5 p.m. Octagon staff members have already notifying businesses on Main Street about street closures for this festival.

Sunday, September 27-Octagon Art Festival

6 am: Setup, barricades setup to close streets in downtown

10am: festival open to public

5pm: festival closes to public, teardown

6pm: streets cleared of artists, streets reopen

Following is a list of specific Octagon Arts Festival requests for consideration by the Ames City Council:

Closed Streets

The following street closures are requested to cover from 6 am - 6 pm on September 27. **(Please view map)**

- Main Street will be closed from just East of Clark (not blocking Wells Fargo driveway) to just West of Duff Avenue, allowing traffic to access parking lot behind businesses.
- Douglas Avenue will be closed up to 5th Street.
- Kellogg Avenue will be closed up to 5th Street (still allows garbage transportation through alley way)
- Burnett Avenue will be closed just past the Alley (still allows garbage transportation through alley way).
- Barricades are requested for all intersections. Barricades will be staffed at all times after their placement. Octagon event volunteers will man barricades to facilitate the flow of emergency vehicles if need be.

Utilities

- Costs for electricity needed for the Arts Festival are requested to be waived. This involves electricity from City facilities on Main Street, Douglas Avenue, Kellogg Avenue, and Burnett Avenue, including connection costs.

Blanket Temporary Obstruction Permit

- A temporary obstruction permit is requested for the central business district to allow businesses to be included in the festival atmosphere and display merchandise in front of the stores, obstructing a portion of the sidewalks. Artists and vendors will be setting up booths in the streets, allowing enough room down center of street for traffic of emergency vehicles should they be needed.

Noise Permit

- A noise permit is being requested to allow the playing of music, as well as other entertainment, in the Downtown Area from 10 a.m. on Sunday, September 28, through 5 p.m. Two entertainment areas will be set up. Main Entertainment Area near Tom Evans Park. Smaller entertainment area will be located at Main and Douglas, near Cynthia Duff Walkway.

Food Vending Permit

Approximately ten food vendors will be offering culinary options to festival visitors. Focal area for the food vendors will be centered in the Kellogg and Main Street intersection.

- The Octagon is requesting that the food vending fee be waived.

Small Banner display

- The Octagon is again requesting to place approximately 5 or 6 vinyl banners that are 3 ft by 5 ft in size at the street corner pylons along Main Street intersections. Both the Main Street Cultural District and the Octagon have displayed these banners in past years to promote public events taking place in the Main Street Cultural District. These banners would be securely installed, with zip ties, at end of August and promptly taken down day after event.

On behalf of the Octagon Center for the Arts, we appreciate the City of Ames supporting artistic and cultural experiences such as the Octagon Art Festival. We invite the mayor and city council members to stop by the festival on Sunday, September 28 from 10 am – 5 pm in downtown Ames.

Much gratitude,

Heather Johnson
Executive Director
Octagon Center for the Arts
427 Douglas Avenue
Ames, IA 50010



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MEMO

11

TO: Members of the City Council

FROM: Ann H. Campbell, Mayor

DATE: August 21, 2015

SUBJECT: Appointment to Fill Vacancy on the Historic Preservation Commission

Maria Miller, member of the Historic Preservation Commission, has submitted her resignation from the Commission. Since Maria's term of office does not expire until April 1, 2016, an appointment needs to be made to fill this vacancy.

Therefore, I request that the City Council approve the appointment of Ted Grevstad-Nordbrock to fill the unexpired term of office on the Historic Preservation Commission.

AHC/jlr



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MEMO

Legal Department

12

To: Mayor Campbell and Members of the City Council

From: Mark O. Lambert, Assistant City Attorney

Date: August 21, 2015

Subject: Agenda item #12

Agenda item #12 is a Resolution assigning residences to a ward and precinct.

On June 24, 2014, the City of Ames annexed an area on the southern edge of Ames by Council Resolution 14-369 (ISU Research Park and some residences).

Earlier this year, the Story County Auditor's office asked the City Attorney's office to determine whether a change in the descriptions of wards and precincts in Ames Municipal Code Chapter 6 ("Elections") was necessary to place the newly-annexed area into a ward and precinct for election purposes. Working together with Planning staff, we determined that the current ordinance did not need to be changed, as the definitions/descriptions of Ward 1, Precinct 1, in Chapter 6 referred, at key places, to following the City's corporate boundary, which automatically included the new area into Ward 1, Precinct 1, as the corporate boundary had changed with the annexation.

The Story County Auditor's office has now asked the City for a Resolution by the Council formally assigning the recently-annexed area into Ward 1, Precinct 1, as such was not done in the annexation resolution, 14-369.

Agenda item #12 is that resolution, which formally assigns the area into Ward 1, Precinct 1.

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

Prepared by: City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010

RESOLUTION NO. 15-____

**RESOLUTION ASSIGNING RESIDENCES TO WARD 1, PRECINCT 1.
FOR THE CITY OF AMES, IOWA**

WHEREAS, on June 24, 2014, the City Council of the City of Ames, Iowa approved the voluntary annexation of an area of land by Resolution 14-369, which resulted in several residences being brought into the corporate limits of the City of Ames; and,

WHEREAS, the residences in the area described in Resolution 14-369 fall within Ward 1, Precinct 1 under the current delineations of ward and precinct boundaries in Ames Municipal Code sections 6.4 and 6.8; and

WHEREAS, the residences currently within the area annexed by Resolution 14-369 are known by the following addresses in Ames, Iowa: 3800 University Blvd., and 2725, 2809, 2919, 3315, 3520 and 3801 S. Riverside Drive; the area also includes Iowa State University Research Park properties with the following addresses in Ames, Iowa: 3120, 3130, 3140 and 3400 University Boulevard, and 3401 S. Riverside Drive.

THEREFORE, BE IT RESOLVED by the City Council for the City of Ames, Iowa, that all residences currently existing, or which may in the future exist, within the annexed territory described in Resolution 14-369 are assigned to Ward 1, Precinct 1, pursuant to Ames Municipal Code sections 6.4 and 6.8, until such time that the wards/precincts of the City of Ames are changed by ordinance.

Passed this ____ day of August, 2015.

Ann H. Campbell, Mayor

Attest: _____
Diane R. Voss, City Clerk

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF TITLE VI CIVIL RIGHTS COMPLIANCE PLAN

BACKGROUND:

The City has a plan outlining policies and procedures it undertakes to ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964. Title VI prohibits government entities that receive federal funds from discriminating on the basis of race, color, or national origin.

In March 2014, the City Council approved a Limited English Proficiency Language Assistance Policy (LAP). The City Council was told at that time that the LAP would be added to the City's Title VI Compliance Plan, which would then return to the City Council for approval. City staff recently discovered that the City Council did not approve the revised plan. Therefore, the revised plan is now presented for City Council approval.

City staff intends to review the City's Title VI Compliance Plan in its entirety in the coming weeks to ensure that its provisions meet the requirements of the federal agencies that review and enforce it. **Once this review is complete, additional revisions may be proposed for the City Council to consider.**

ALTERNATIVES:

1. Approve the attached Title VI Compliance Plan
2. Do not approve the attached Title VI Compliance Plan

MANAGER'S RECOMMENDED ACTION:

Under Title VI of the Civil Rights Act of 1964, the City must comply with the non-discrimination provisions of the Civil Rights Act or jeopardize access to federal funds for a variety of programs. The City Council approved a Limited English Proficiency Language Assistance Policy in 2014, which was intended to be incorporated into the City's Title VI plan. However, that action did not take place.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached Title VI Compliance Plan.



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Compliance Plan Title VI of the Civil Rights Act of 1964

This plan was revised and approved by the Ames City Council on ____ __, 20__.

**CITY OF AMES
TITLE VI POLICY STATEMENT**

The City of Ames assures that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Ames further assures every effort will be made to ensure nondiscrimination in all of its committees, programs, and activities, regardless of the funding source.

The City of Ames will include Title VI language in all written agreements and bid notices and will monitor compliance.

The Assistant City Manager, Title VI Civil Rights Coordinator of the City of Ames, will be responsible for initiating and monitoring Title VI activities, and all other responsibilities as required.

Diane Voss, City Clerk

Date

Ann Campbell, Mayor

Date

This policy was adopted at a regular City Council meeting held on _____.

Introduction

Title VI of the 1964 Civil Rights Act provides that “No person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (Sec. 601).”

The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds, whether schools, colleges, government entities, or private employers must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

This plan provides information regarding the City of Ames’ Title VI compliance policies, complaint procedures, and a form to initiate the complaint process for use by members of the public. This plan does not govern disputes between individuals and other individuals or businesses that have no relation to the City government. For complaints related to private individuals, please contact the Ames Human Relations Commission for resources.

Coordination Responsibilities

The Assistant City Manager serves as the City of Ames Title VI Civil Rights Coordinator, and is responsible for ensuring the implementation and the day to day administration of the City of Ames' Compliance Plan. The Assistant City Manager is also responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations.

City Language Communication Guidelines and City Meeting Interpreter Service Policies

Language Communication Guidelines (Adopted March 2014)

The City of Ames has established "Language Communication Guidelines for Limited English Proficiency (LEP)" persons to ensure compliance with various Federal agencies regulations and Executive Order 13166 issued by President Clinton in 2000 along with subsequent guidance under Title VI of the Civil Rights Act of 1964. Under these requirements and guides, the City of Ames must take reasonable steps to ensure meaningful access to public programs and activities by persons with Limited English Proficiency (LEP).

Public Meetings

The City of Ames holds frequent public meetings, including regular and special meetings of the City Council, workshop sessions, and meetings of City boards and commissions. These meetings are free and open to the public in accordance with Iowa Open Meetings laws.

On a regular basis, language interpreters are not provided at City meetings. However, upon request, interpreters or alternate materials can be made available for individual public meetings.

Individuals requiring an accommodation should contact the City Clerk's Office at least four days in advance of the meeting for which auxiliary services are requested. The City Clerk's Office will work with the requester to determine the appropriate services to accommodate the individual's need.

City Purchasing and Contract Policies

The City of Ames Affirmative Action Program states that "all contractors, subcontractors, vendors, and suppliers doing business on a non-emergency basis with the City or any agency of the City, under which the contract value of said business between the City and Contractor equals or exceeds twenty-five thousand dollars (\$25,000), shall place on file with the City a statement of Nondiscrimination Policy which is satisfactory to the Affirmative Action Officer of the City."

In order to comply with the aforementioned, an "Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program" must be completed and signed by an authorized official of the contracting firm. The statement indicates the firm's compliance with all aspects of the City's Affirmative Action Program, Titles VI and VII of the Civil Rights Act of 1964, and all other applicable state and federal laws. An approved Affirmative Action Compliance form is valid for all City of Ames projects bid by that firm for a period of one year from the date of approval.

Complaint Procedures under Title VI of the Civil Rights Act of 1964



This Complaint Procedure is established to meet the requirements of the Civil Rights Act of 1964 and its amendments. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of race, color, or national origin in the provision of services, activities, programs, or benefits by the City of Ames. There are certain exceptions to this process. The Clerk of Court and City Assessor maintain offices within City Hall, but are not under the exclusive purview of the City of Ames. In the event that there is a complaint about unfair treatment within the Clerk of Court or City Assessor offices, complainants should contact that office directly for assistance navigating their complaint procedures. Complaints arising out of transit-related concerns are governed by special requirements from the Federal Transit Administration. These complaints should be made directly to CyRide in order to comply with those requirements. Please contact CyRide at (515) 292-1100 for information on how to file a complaint.

Additionally, transit-related complaints can be filed with the Federal Transit Administration's Office of Civil Rights. Finally, complaints of discrimination regarding employment in the City of Ames are governed by the City's Personnel Policies. Please contact the City of Ames Human Resources Office to file a complaint related to employment. If you are unsure about the appropriate office to address a complaint to or if you need assistance navigating procedures, complaints of any type can be filed with the Iowa Civil Rights Commission.

Should a citizen have a complaint about access to public services, he/she should complete the attached complaint form and submit it to the City Manager's Office. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. The attached form provides spaces for all necessary information.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Title VI Civil Rights Coordinator
City Manager's Office
515 Clark Avenue
Box 811
Ames, IA 50010

Within 30 calendar days after receipt of the complaint, the Title VI Coordinator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the Title VI Coordinator or his/her designee, in consultation with the City's Legal Office, will respond in writing. The response will explain the position of the Coordinator and other options for substantive resolution of the complaint.

If the response by the Title VI Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City's Title VI Appeals Committee. The appeal should take the form of a written letter describing the initial complaint, the initial response, and the ways in which the initial response does not satisfactorily address the complaint. The appeal should be sent to the same address the initial complaint was delivered to.

The Title VI Appeals Committee will consist of representatives from three departments not involved in the complaint. The departments will be chosen at random. The three representatives will choose one individual among them to serve as chair of the committee. The Legal Office will serve to advise the committee.

Within 30 calendar days after receipt of the appeal, the City's Title VI Appeals Committee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City's Title VI Appeals Committee will respond in writing.

All complaints received by the Title VI Coordinator or his/her designee, appeals to City's Title VI Appeals Committee, and responses from these two offices will be retained by the City Clerk's Office for at least five years.

Title VI of the 1964 Civil Rights Act
Discrimination Complaint Form



Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on the next page. Alternate means of filing a complaint, such as a personal interview or audio recording, will be made available upon request.

Complainant: _____

Address: _____

City, State, & Zip: _____

Home phone: _____ Mobile Phone: _____

Person Discriminated Against: _____
(if other than complainant)

Address: _____

City, State, & Zip: _____

Home phone: _____ Mobile Phone: _____

City Department/Departments you believe have discriminated.

Where did the alleged discrimination take place?

When did the alleged discrimination occur? (Date/Time) _____

Describe the acts of discrimination providing the name(s) where possible of the individuals who allegedly discriminated (if applicable) or services in violation of the 1964 Civil Rights Act or its amendments. Attach additional pages if necessary

Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court? Yes _____ No _____

If yes, with what agency or court?

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Date Filed: _____

Do you intend to file with another agency or court? _____

Yes _____ No _____

Agency or Court: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Additional space for answers:

Signature: _____ Date: _____

Return To:

**Title VI Civil Rights Coordinator
City Manager's Office
PO Box 811
515 Clark Avenue
Ames, IA 50010**

COUNCIL ACTION FORM

SUBJECT: 2015/16 ARTERIAL STREET PAVEMENT IMPROVEMENTS – 13TH STREET (ISU/CITY OF AMES JURISDICTION LIMIT WEST OF CRESCENT STREET TO UNION PACIFIC RAILROAD TRACKS)

BACKGROUND:

This annual program utilizes current repair and reconstruction techniques to improve arterial streets with asphalt or concrete. These pavement improvements are needed to restore structural integrity, serviceability, and rideability. Targeted streets are reaching a point of accelerated deterioration. By improving these streets prior to excessive problems, the service life will be extended. **The location for 2015/16 is 13th Street from the Iowa State University (ISU) / City of Ames jurisdiction limit line (west of Crescent Street) to the Union Pacific Railroad tracks.** As part of this project, staff will evaluate the potential of extending sidewalk along the north side of 13th Street to the Furman Aquatic Center.

This project is shown in the 2015-2020 Capital Improvements Plan with funding in the amount of \$400,000 from General Obligation bonds and \$1,060,000 from MPO/STP funds. It is anticipated that the project will have a February 2016 letting, which will be through the Iowa Department of Transportation (Iowa DOT), with construction in 2016. Should the sidewalk extension prove feasible, the western project limit would change from the ISU jurisdictional limit to the Furman Aquatic Center, for coordination purposes with the Iowa DOT.

ALTERNATIVES:

1. Approve the Iowa DOT Agreement for MPO/STP funding for the 2015/16 Arterial Street Pavement Improvements (13th Street).
2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the Iowa DOT is needed in order for the City of Ames to request reimbursement payments from the Iowa DOT. This must happen before moving forward with construction of this project before the 2016 construction season. Delay or rejection of this agreement could delay this street reconstruction project by at least one year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Iowa DOT Agreement for MPO/STP funding for the 2015/16 Arterial Street Pavement Improvements (13th Street).

This project will impact access to the Furman Aquatics Center. To minimize this impact, the goal will be to keep 13th Street open to two-way traffic at all times during construction.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a Surface Transportation Program Project**

Recipient: City of Ames

Project No.: STP-U-0155(691)—70-85

Iowa DOT Agreement No.: 1-15-STPU-016

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Ames, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STP project:

PCC Pavement Replace in the City of Ames, on 13th Street from Furman Aquatic Center .29 miles to Union Pacific Railroad. See attached project location map.
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Ames Area Metropolitan Planning Organization current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. If the project described in Section 3. Drops out of the Ames Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
11. This agreement, the attached Exhibit 1, and the attached project location map constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Ames, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____
day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Ames, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____ Date _____, 20____

Gregg Durbin, P.E.
Local Systems Engineer
District 1

EXHIBIT 1**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

- iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertized for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

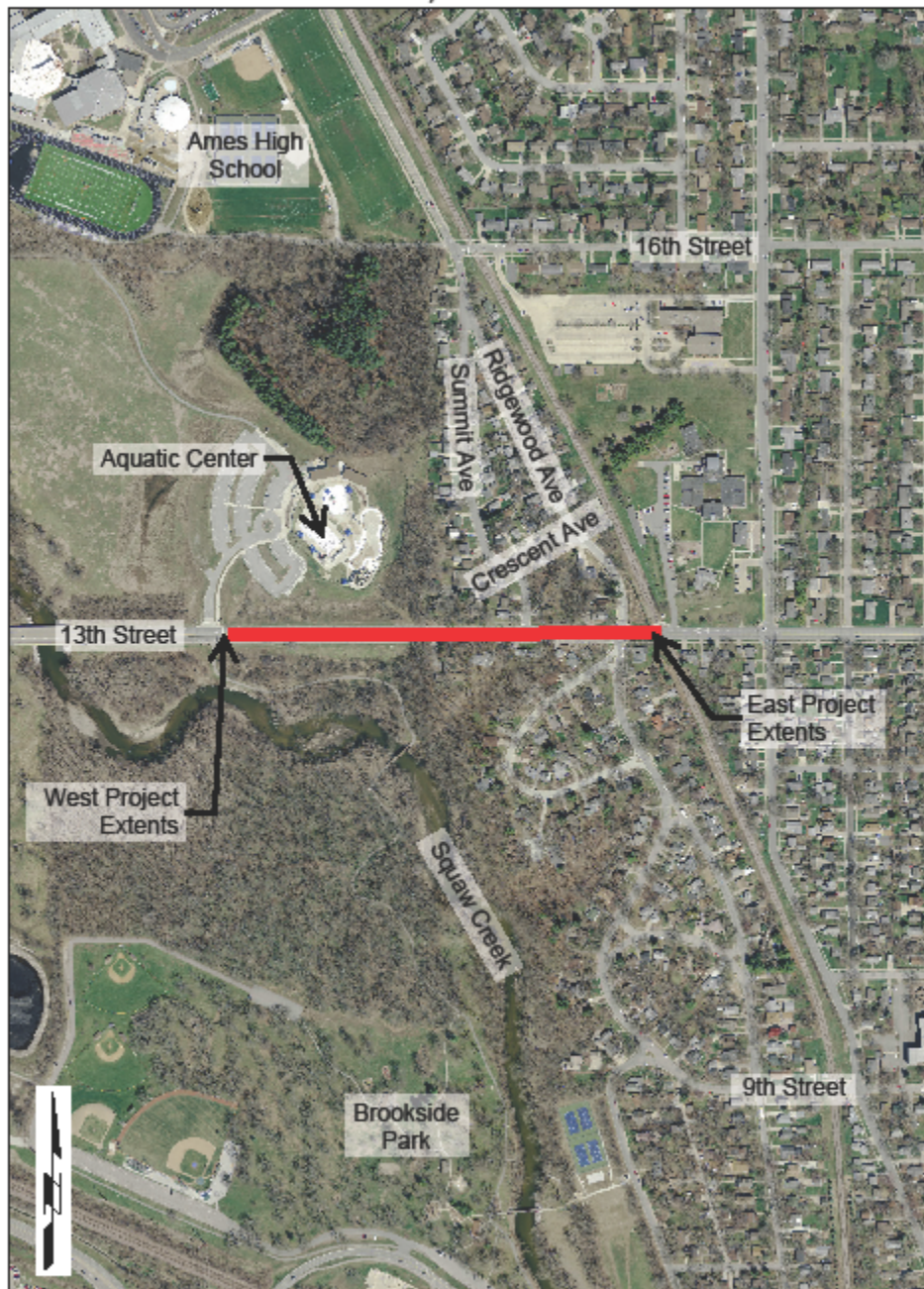
9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Location Sketch 13th Street - Ames, Iowa



COUNCIL ACTION FORM

SUBJECT: 2014/2015 SANITARY SEWER REHABILITATION (MANHOLE REHAB BASIN 1 & 5) – CONSTRUCTION OBSERVATION SERVICES

BACKGROUND:

On July 22, 2015, bids for the construction project were received and on July 28, 2015, Council awarded the contract to Save Our Sewers, of Cedar Rapids in the amount of \$1,622,502.06.

Typically, city construction inspection staff is responsible for field observation for compliance with the plans and specifications of Capital Improvement and development projects with an approximate total value of \$15M to \$16M. This season, the staff will be responsible for well over \$26M due to projects such as the Iowa State Research Park, Grant Avenue Paving, and Dotson Drive Paving. **With the additional workload in addition to this project utilizing rehabilitation methods that are unfamiliar with City staff, proposals were solicited for construction observation services to assist staff in the field observation. The selected firm will ensure compliance with the plans and specifications, assist in the required SRF funding documentation, support project close out, and provide training/education for City staff on the rehabilitation methods outlined in the contract.**

Proposals for this work were received from five engineering firms/teams and were evaluated on their qualifications according to the following criteria: Project Understanding, Approach to Customer Service, Key Personnel, Relevant Experience, Ability to Perform Work, and References. Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Score	Qualifications Based Rank	Fee	Final Rank
V&K/WHKS	85	1	\$ 124,700	1
Bolton & Menk	79	2	\$ 121,300	2
CGA	75	3	\$ 75,420	3
Snyder	73	4	\$ 88,000	4
Stanley	67	5	\$ 73,200	5

The above table weights the fee based on the standard deviation from the average of the fees submitted and adds or deducts points to the qualifications based score to help determine the best value.

After weighing the capabilities and estimated fees for these five firms, staff has negotiated a contract with the team of V&K/WHKS from West Des Moines and

Ames, Iowa. The V&K/WHKS team scored the highest and although not the lowest fee, still ranks first in best value. Because the same group performed the design services, **the V&K/WHKS team also has the most extensive project knowledge and insight.** The firm has also performed observation on multiple projects such as this as well as SRF-funded projects. The second ranked firm only had a slightly lower fee, but also had a lower qualifications based ranking. Although the other firms submitted lower proposed fees, they also ranked significantly lower in the qualifications scores. It is intended for the V&K/WHKS team to also provide training to City Staff in these rehabilitation methods so that future projects can be administered by City Staff. Staff is confident that quality services will be delivered at the best value.

The V&K/WHKS fee, construction engineering, and project administration are estimated to be \$200,000, bringing the total estimated project cost to \$1,822,502.06. Funding for this project is in the amount of \$3,270,000 from State Revolving Loan Funds as included in the FY 2014/15 Budget.

ALTERNATIVES:

1. Approve the construction observation services agreement for the 2014/15 Sanitary Sewer Rehabilitation (Manhole Rehab Basis 1 & 5) to the team of V&K/WHKS, in an amount not to exceed \$124,700.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, the team of V&K/WHKS will provide the best value to the City for construction observation, documentation, and closeout of this project. This firm designed the project and has experience with the planned rehabilitation methods and SRF funded projects.

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

COUNCIL ACTION FORM

SUBJECT: GIS Software Enterprise License Agreement (ELA)

BACKGROUND:

The City of Ames has made a considerable investment in Geographic Information Systems (GIS) technologies including the necessary software. The City uses ArcGIS as its primary GIS software platform and has numerous desktop installations, mobile applications, and web applications deployed throughout the organization. ArcGIS is developed and distributed by Environmental Systems Research Institute (ESRI) of Redlands, CA.

In fiscal year 2009/2010, the City reached a tipping point in ArcGIS software expenditures which justified switching from the standalone licensing model to the Enterprise (unlimited) Licensing Agreement (ELA). Since that time the City appropriates \$51,000 annually to cover this expense. The 3 year contract expires on September 15, 2015 and thus requires reauthorization to continue licensing through 2018.

The total contract amount is \$150,000 over three years (\$50,000 per year). This amount is \$1000 less per year than the previous three years' contract amount. This decrease is due to changing technologies and mobile advancements which do not require certain extra licensing. The ELA expenses have been, and will continue to be, spread across numerous City departments according to use.

ALTERNATIVES:

1. The City Council can decide to continue with the existing ESRI software expenditures and reauthorize the Enterprise Licensing Agreement with Environmental Systems Research Institute of Redlands, CA for a term of 3 years at a rate of \$50,000 per annum.
2. The City Council can decide not to enter into a three year agreement with Environmental Systems Research Institute. This action will result in restricted licensing and a more costly annual contract (a total of \$230,400 over 3 years). Or, as an alternative, the City could seek out other GIS software providers. However, this option would require a very costly programming conversion.

MANAGER'S RECOMMENDED ACTION:

Approving the Enterprise Licensing Agreement with Environmental Systems Research Institute will continue to allow the City to leverage existing software expenditures and provide for unlimited licensing. Doing so provides a cost effective way to increase

information management and sharing throughout the organization and extend these tools to the public.

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

COUNCIL ACTION FORM

**SUBJECT: SQUAW CREEK WATER MAIN PROTECTION PROJECT
(HAZARD MITIGATION GRANT PROGRAM FLOOD
MITIGATION)**

BACKGROUND:

Following flooding in 2010, Public Works staff submitted 11 projects for consideration under the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). Nine of the projects were denied federal funding due to failure to achieve a benefit cost analysis greater than 1.0. **On June 26, 2012, City Council directed staff to continue pursuing federal funding for the Stuart Smith Park Bank Stabilization project, which has been named the Squaw Creek Water Main Protection project** by Iowa Homeland Security and Emergency Management Department (HSEMD). Municipal Engineer Tracy Warner was designated as the City's authorized representative for the project, and a local match was approved up to \$120,000.

Included in the FY 2012-2017 Capital Improvements Plan (CIP) was a program entitled Flood Response and Mitigation Projects that included \$820,000 in General Obligation Bonds and \$325,000 in Storm Sewer Utility Funds. The City hired an engineering consultant to complete the HMGP Drainage Project Application, which was completed and submitted for consideration in July 2012. **The proposed construction project included sheet pile walls and riprap infill for bank stabilization to protect the existing 24-inch water main under Squaw Creek on the south side of Lincoln Way.** In September 2012, the City was notified that this project was considered stacked, which meant that the funding cap was reached by other projects for the certain disaster covering this project.

On May 26, 2015, Council approved the grant agreement for Phase I that funds further analysis of the problem and the best proposed solution, including consideration of whether the existing low-head dam should be removed as part of the project. Through this agreement, FEMA funds 75%, the State funds 10%, and the City funds 15% of the cost of Phase I.

The original contract includes a completion date of September 30, 2015. As part of the project, field data needs to be gathered including on the existing low-head dam and Lincoln Way bridge. **Ames has been experiencing higher than normal rainfalls this summer resulting in the water elevations on Squaw Creek being too high to obtain this data. This amendment to the Grant Agreement provides a time extension for the preliminary design analysis through November 30, 2015.**

ALTERNATIVES:

1. Approve Grant Agreement Amendment with FEMA/Iowa Homeland Security for Phase I of the City of Ames, Squaw Creek Water Main Protection Project. **Under this amendment FEMA, and the Iowa Homeland Security will grant a time extension for the preliminary design analysis through November 30, 2015.**
2. Direct staff to pursue alternative schedules for this project.

MANAGER'S RECOMMENDED ACTION:

With the approval of this amendment, the City of Ames can continue pursuing federal and state funding to aid in protecting the existing 24-inch water main at Squaw Creek/Lincoln Way. Phase I will continue engineering analysis to develop the best solution for stabilizing this area with consideration by FEMA.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above. **Under this amendment, FEMA and the Iowa Homeland Security will grant a time extension for the preliminary design analysis through November 30, 2015.**

COUNCIL ACTION FORM

SUBJECT: RESOLUTION ACCEPTING AN AMENDMENT TO UTILITY RIGHT OF WAY PERMIT AND EASEMENT AT 1817 EAST LINCOLN WAY

BACKGROUND:

In 2012, the property at 1817 East Lincoln Way was affected by the placement of a large electric pole that was installed with the 131Kv line project. The new electric pole placement now blocks the view of the existing business sign on the property. The electric easement runs along the eastern boundary of the property and a utility easement runs along East Lincoln Way (south frontage). Since the current sign has been obstructed, the City would like to allow for placement of a sign in the existing utility easement area.

The current sign is located in an existing utility right of way permit and easement that was granted to the City in March 1990. Amending the utility easement would allow for the erection of a new sign in this area with the permission of the City and an approved sign permit application. This amendment is consistent with the recent electric easement on the east side of the property that was acquired in 2012. A map of the easement areas and the amended easement document are in Attachment A.

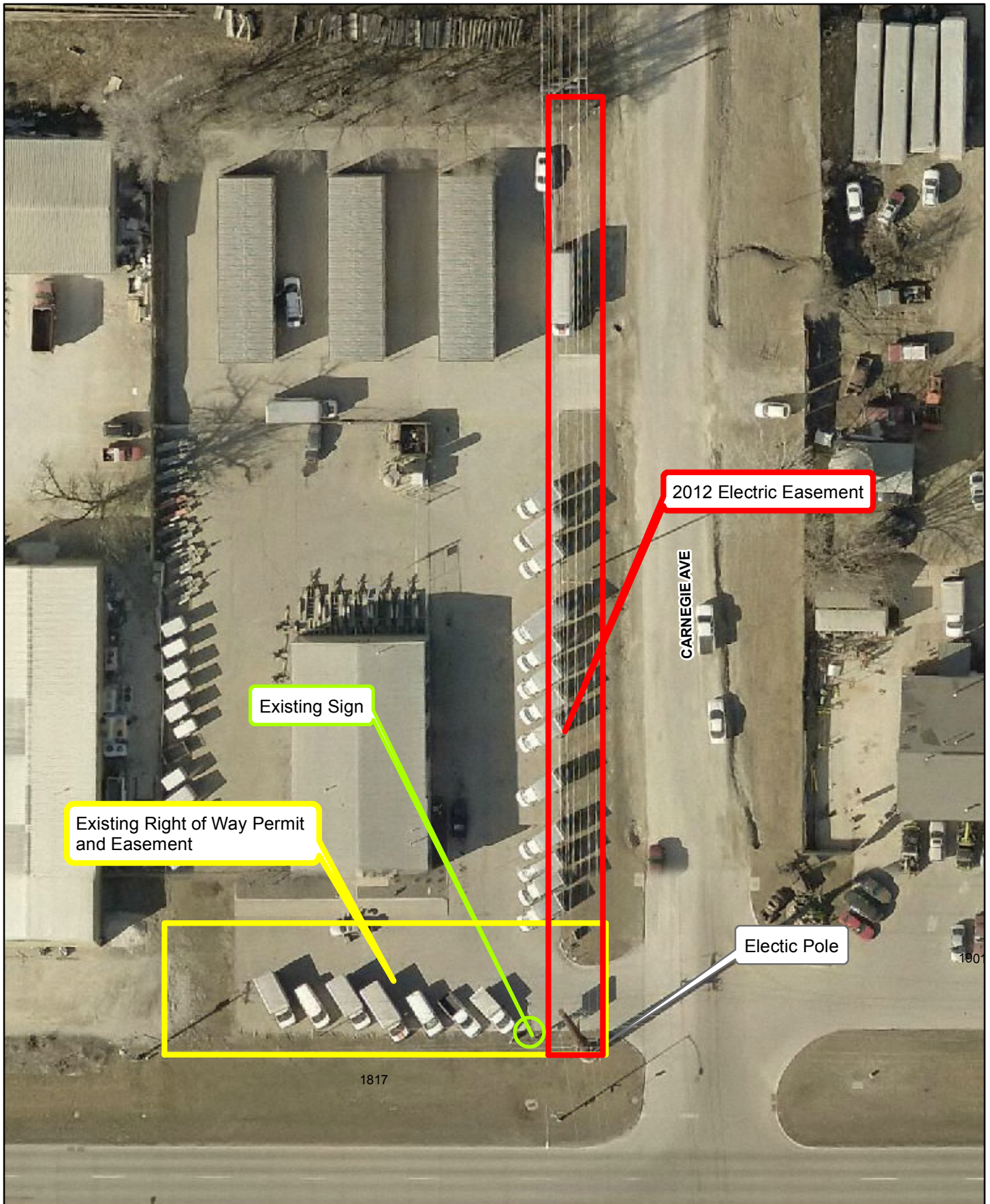
ALTERNATIVES:

1. Accept the amended easement at 1817 East Lincoln Way.
2. Reject the easement agreement.

MANAGER'S RECOMMENDED ACTION:

By amending the easement, the property owner will be allowed to erect a sign in the area, but only with approval of the City as well as an approved sign permit application. Placement of the sign will not interfere with use of the easement.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated 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, merchantability and fitness for or the appropriateness for use rests solely on the User.



Attachment A
1817 E. Lincoln Way
Area Map



Scale: 1 in = 50 ft
Date: 8/17/2015

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Jessica D. Spoden, Legal Dept., City of Ames, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

AMENDED UTILITY RIGHT OF WAY PERMIT AND EASEMENT

This document amends the Utility Right of Way Permit and Easement filed as Instrument No. 05881 on March 14, 1990, in the office of the Story County Recorder.

THE UNDERSIGNED, Ely's 1817 E. Lincoln Way Property, L.C. and Hested Cornwell, L.C. (hereinafter called Grantors), their successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, do grant to the City of Ames, Iowa, a municipal corporation (hereinafter called Grantee), its successors and assigns, the perpetual right to construct, reconstruct, maintain and use a storm sewer, sanitary sewer, water and electric lines, consisting of poles, wires, cables, conduits, fixtures, anchors and other similar equipment, including the right to trim or remove trees within such area where necessary to secure a clearance of 4 feet from the wires or poles, and a right of access for equipment and vehicles, together with the right to extend to telephone, telegraph, television or gas companies the right to use separately or jointly with the City of Ames the areas included in this easement for the purposes above enumerated, over, upon, across or under the following described real estate, situated in the county of Story, state of Iowa, to-wit:

Beginning at a point 672.5' east and 63' north of the SW cor. SE¼ Sec. 1 T83N R24W of the 5th P.M. Story County, Iowa; thence east 168'; thence north 50'; thence west 168'; thence south 50' to the point of beginning.

It is further promised by Grantors that there shall be no construction or erection of any building or structure on the described land or at any other place where any part of such structure will be closer to the said wires, conduits, cables, etc., than is allowed by the National Electric Safety Code, ANSIC-2 or over a gas, water or sewer main. Fences and materials storage is permitted, but removal will be on prompt request of the Grantee for exercise of rights herein stated. Installation of signage is permitted, but requires prior consent of the Grantee and an approved permit through the City of Ames, and removal will be on prompt request of the Grantee for exercise of rights herein stated. Grantee shall not be responsible for any damage caused to any fence, material storage, or signage due to the exercise of rights herein stated.

The foregoing rights are granted upon the express condition that the City of Ames will assume responsibility for all damage to the above described property caused by the City's failure to use due care in the exercise of its granted right.

Dated this 13th day of August, 2015.

GRANTOR

Ely's 1817 E. Lincoln Way Property, L.C.

Mildred E. Ely
Mildred E. Ely

STATE OF IOWA, COUNTY OF STORY, ss:

This instrument was acknowledged before me on August 13, 2015, by Mildred E. Ely, owner of Ely's 1817 E. Lincoln Way Property, L.C.

Jeannie A. Stolee
Notary Public in and for the State of Iowa



GRANTOR

Hested Cornwell, L.C.

James Cornwell
James Cornwell

Gary Hested
Gary Hested

Mike Frisk
Mike Frisk

STATE OF IOWA, COUNTY OF STORY, ss:

This instrument was acknowledged before me on August 13, 2015, by James E. Cornwell, Gary Hested, and Mike Frisk, owners of Hested Cornwell, L.C.

Jeannie A. Stolee
Notary Public in and for the State of Iowa



COUNCIL ACTION FORM

SUBJECT: POWER PLANT FUEL CONVERSION – PRELIMINARY PLANS AND SPECIFICATIONS FOR CONTROL ROOM INSTALLATION GENERAL WORK CONTRACT

BACKGROUND:

In November 2013 the City Council voted to convert the City's Power Plant from coal to natural gas. In May 2014 the City Council selected Sargent & Lundy of Chicago, Illinois, to provide engineering and construction oversight services for the conversion project.

The major phases of work necessary to complete this conversion project are shown on page 2 of this report. **This specific phase of the conversion project is to hire a contractor to perform the control room installation work. The engineer's estimate for this phase is \$925,000.** Council may recall that this phase was originally bid in June 2015. Bids were due July 22, 2015 and no bids were received

These costs will be covered from funding identified in the approved FY 2015/16 Capital Improvements Plan, which includes \$26,000,000 for the Unit 7 and Unit 8 fuel conversion. The overall project budget and commitments to date are summarized on page 3.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for the Power Plant Fuel Conversion - Control Room Installation General Work Contract, and set September 16, 2015, as the bid due date, and September 22, 2015, as the date of hearing and award of contract.
2. Do not approve plans and specifications for the control room installation general work contract at this time.

MANAGER'S RECOMMENDED ACTION:

This conversion is needed in order for the Power Plant to remain in compliance with state and federal air quality regulations. This phase will provide for the expansion of the Power Plant's existing Control Room and provide for air conditioned space to hold the new Distributed Control System equipment. The expansion was necessary to allow for the installation of the new equipment while the plant operates under the old system; minimizing plant outage time.

Staff contacted several bidders and identified a number of changes to the specifications that will make this project more acceptable to potential bidders. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

PROJECT PHASING

The major phases of work necessary to complete this conversion project are outlined below. **The component proposed for Council action at this time is shown in bold:**

1. Procure the natural gas burners, igniters, and scanners, plus boiler/furnace modeling to assess the necessity for boiler modifications.

On November 5, 2014 City Council awarded a Contract to Alstom Power Inc. of Windsor, CT, with delivery of this equipment in the fourth quarter of 2015.

2. Replace the Power Plant's Distributed Control System (DCS), including both hardware and software.

2a. Replace (upgrade) the Turbine Control Systems (TCS) on Unit 7 and Unit 8, plus the steam seal regulator on Unit 8 only.

3. Design the necessary modifications to the control room and DCS cabinet room.
4. Design the necessary modifications to source natural gas inside the power plant, and all necessary structural, mechanical, and electrical modifications for the power plant to burn natural gas as its primary fuel.
- 5. Select a contractor to construct a new control room/DCS room in the Power Plant.**
6. Select a contractor to modify the Power Plant and install the materials and equipment necessary to operate the Power Plant on natural gas.
7. Select a contractor to install the electrical equipment, including the work associated with the DCS upgrade and the electrical modifications to the control room.

PROJECT BUDGET

The overall project budget and commitments to date are summarized below. To date, the project budget has the following items encumbered:

\$26,000,000	FY 2015/16 CIP amount budgeted for project
\$1,995,000	Encumbered not-to-exceed amount for Engineering Services
\$2,395,000	Engineering Services Contract Change Order No. 1
\$174,000	Engineering Services Contract Change Order No. 2
\$3,355,300	Contract cost for Natural Gas Conversion Equipment
\$29,869	Equipment Contract Change Order No. 1
(-\$321,600)	Equipment Contract Change Order No. 2
(-\$51,000)	Equipment Contract Change Order No. 3
\$1,595,000	Contract cost for DCS equipment
\$1,001,240	Contact cost for TCS equipment
\$925,000	Estimated cost for Control Room Installation General Work Contract (this agenda item)
\$5,115,000	Estimated cost for Mechanical Installation General Work Contract
\$3,272,793	Estimated cost for Electrical Installation General Work Contract
\$116,000	Estimated cost for UPS System
<u>\$19,601,602</u>	Costs committed to date for conversion
\$6,398,398	Remaining Project Balance to cover miscellaneous equipment and modifications to the power plant needed for the fuel conversion

COUNCIL ACTION FORM

SUBJECT: REPLACEMENT OF HIGH SERVICE PUMP #3 AT THE WATER PLANT

BACKGROUND:

The High Service Pump Station at the Water Plant was constructed in 1962 and distributes treated drinking water to the community. A combination of different pump sizes is used to meet the varying demands of customers. The largest pump, number three, is sized to deliver 7,000 gallons per minute. This pumping rate is almost never required, and the pump is seldom used. The Capital Improvements Plan calls for replacing the existing pump with a smaller pump. This would better match the demands of the community, and would allow for more evenly distributed run times on the individual pumps. The new proposed pump size is 3,500 gallons per minute.

Staff has prepared plans and specifications for the purchase and installation of a new pump and disposal of the old pump. The FY 2015/16 Water Plant CIP includes \$63,000 to replace the pump as a part of the Water Plant Facility Improvements Project. The Engineer's Estimate for the equipment is \$57,000.

ALTERNATIVES:

1. Issue preliminary approval of plans and specifications for the replacement of high service pump number three and issue a notice to bidders, setting September 23, 2015, as the bid due date and October 13, 2015, as the date of public hearing.
2. Do not issue preliminary approval of plans and specifications and a notice to bidders at this time.

MANAGER'S RECOMMENDED ACTION:

The replacement of high service pump #3 has been identified in the Capital Improvements Plan. Reducing the size of the pump will provide water plant staff more operational flexibility to meet the water demands of the community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby issuing preliminary approval of plans and specifications the replacement of high service pump number three and issue a notice to bidders, setting September 23, 2015 as the bid due date and October 13, 2015 as the date of public hearing.

COUNCIL ACTION FORM

SUBJECT: **SCAFFOLDING AND RELATED SERVICES AND SUPPLY
CONTRACT FOR POWER PLANT**

BACKGROUND:

This contract is for a contractor to provide and install scaffolding, bracing and fall protection at the City's Power Plant. Council may recall that this contract was originally bid in January 2015. Bids were due February 11, 2015 and one bid was received, but staff determined that the bid was non-responsive because the bidder did not supply pricing on critical items as required. Staff was concerned that the pricing component of the bid document was not specific enough for bidders to supply a responsive bid. Staff reviewed and revised the bid document and now it is ready to be rebid.

The Power Plant benefits from having an ongoing service contract with a company that provides routine and emergency scaffolding services. This process reduces the City's exposure to market forces regarding prices and availability for labor, travel, and supplies for these services. By having a contract in place, City staff will also save considerable time obtaining quotes, evaluating proposals and preparing specifications and other procurement documentation.

The approved FY2015/16 Power Plant operating budget includes \$55,000 for these services. Invoices will be based on contract rates for time and materials for services that are actually received.

ALTERNATIVES:

1. Approve preliminary plans and specifications for Scaffolding and Related Services and Supplies Contract, and set September 23, 2015, as the bid due date and October 13, 2015, as the date of public hearing and award of contract.
2. Purchase scaffolding services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

This contract is needed to carry out emergency and routine scaffolding services at the Power Plant. The contract will establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service.

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

COUNCIL ACTION FORM

SUBJECT: **PROJECT TO RETURN GAS TURBINE 1 TO SERVICE**

BACKGROUND:

On January 29, 2015, City Council approved preliminary plans and specifications for GT1 Return to Service Project.

Bid documents were issued to fourteen 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 two plan rooms.

Council should note that the work to return GT1 to service is divided into three work categories and the bid document was subdivided into the following three separate bids based on these categories. This approach allows the City flexibility on how to evaluate and award a contract for these categories.

On March 12, 2015, bids were received from five companies as demonstrated on the attached report.

Bid No. 1 Engine

This bid includes the repair of the original engine or replacement with a refurbished engine, the repair or replacement of the engine's support equipment (damaged by the failure of the engine's 1st stage compressor), the restoration of the engine's control system, and the installation of the engine along with the necessary connections for it to be ready to operate. **The Engineer's estimate for this scope is \$1,200,000 and should be covered by insurance less a \$350,000 deductible.**

Four bids were received for this work category as demonstrated on the attached report. The selected Base and Options are summarized below. Council should note that the selected Base items and Option items are highlighted in bold text on attached report.

BIDDER	BASE: ALT 2 REPLACE	SELECTED OPTIONS*	OVERALL
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Turbo Services, Inc. Margate, FL	\$900,000	\$35,000	\$935,000
Wood Group Pratt & Whitney Bloomfield,CT	\$985,000	(-\$35,050)	\$949,950
Worldwide Turbines Boca Raton, FL	\$985,000	\$210,000	\$1,195,000
MMC Contractors National, Inc. Kansas City, MO	\$1,577,358**	(-\$369,800)	\$1,207,558
* Bids analyzed with two options (fuel manifold replacement & credit for engine core) **Bid amount excludes Iowa sales tax since three out of four bidders are not licensed to collect.			

Electric Services staff, along with an engineer from Black & Veatch Corporation (B & V), performed a careful and extensive evaluation of the bids.

After receiving the bids, a team comprised of the consulting engineer, Assistant Director and the Plant Engineer reviewed the bids and provided follow-up questions to each of the bidders. **Wood Group Pratt & Whitney (WGPW) was the only company to provide the requested technical specifications, operating data, and performance characteristics. Also taken into consideration is that WGPW is the Original Equipment Manufacturer of the engine.**

Staff has concluded that it would be in the City's best interest to award the Bid No. 1 Engine to the apparent second low bid submitted by Wood Group Pratt & Whitney, Bloomfield, CT, in the amount of \$949,950. This vendor is not licensed to collect taxes for the State of Iowa. The City of Ames will pay applicable sales tax directly to the State of Iowa.

Bid No. 2 Inlet Air System

This bid includes the repair or replacement of the inlet sound attenuation enclosure, plus replacement of the evaporative cooler. The evaporative cooler is a system that cools the air entering the engine, making the air denser. The greater the density of the air, the greater the amount of air the engine can compress and convert into thrust, which results in greater engine output. This work is not part of the insurance claim. **The Engineer's estimate for this scope is \$670,000.** This work, while not directly related to the failure, has been planned in the CIP since 2011, and would have been needed even had the unit not failed.

Two bids were received for this work category as reflected on the attached report. The selected Base and Options are summarized below. Council should note that the selected Base items and Option items are highlighted in bold text on attached report.

BIDDER	BASE	SELECTED OPTIONS	OVERALL
--------	------	---------------------	---------

MMC Contractors National, Inc. Kansas City, MO	\$1,095,900	N/A	\$1,095,900
Universal Acoustic & Emission Technologies, Inc. Stoughton, WI	\$962,280.99	N/A	\$962,280.99

Electric Services staff, along with an engineer from Black & Veatch Corporation (B & V), performed a careful and extensive evaluation of the bids.

Based on the results of the bid prices and evaluation of the Inlet Air System bids, the low bid submitted by Universal Acoustic & Emission Technologies, Inc. in an amount of \$962,280.99 is acceptable. **However, each bidder offered deductions on their bid prices if both Bid 2 and 3 were awarded to them. To examine this benefit, Bid No. 2 Inlet Air System and Bid No. 3 Exhaust Air System were evaluated as a package following the Bid #3 evaluation.**

Bid No. 3 Exhaust System

This bid includes the repair and/or replacement of the engine's exhaust plenum and silencer. This work is not part of the insurance claim. **The Engineer's estimate for this scope is \$210,000.** This work also had been planned in the CIP, and would have been needed even had the unit not failed.

Two bids were received for this work category as demonstrated on the attached report. The selected Base and Options are summarized below. Council should note that the selected Base items and Option items are highlighted in bold text on attached report.

BIDDER	BASE	SELECTED OPTIONS	OVERALL
Universal Acoustic & Emission Technologies, Inc. Stoughton, WI	\$536,148.24	N/A	\$536,148.24
MMC Contractors National, Inc. Kansas City, MO	\$612,900.00	N/A	\$612,900.00

Electric Services staff, along with an engineer from Black & Veatch Corporation (B & V), performed a careful and extensive evaluation of the bids. In reviewing the apparent low bid from Universal Acoustic & Emission Technologies, it was noted that the Universal Acoustic proposed equipment was 10 feet taller than the existing equipment. This led to questions and uncertainty regarding the ability for the existing support structure to handle the increased weight. Universal Acoustic offered no guarantee that additional support was not necessary. **To safely consider this option, a detailed structural analysis would need to be performed; a cost for this was not included. Results of the study will likely lead to additional support bracing, increasing the cost. MMC's bid requires no structural analysis.**

Staff has concluded that it would be in the City's best interest to award the Bid No. 3 Exhaust System to the apparent second low bid submitted by MMC Contractors National, Inc. of Kansas City, MO in the amount of \$612,900.

Bid #2 and Bid #3 Combined

As mentioned above, Bid No. 2 Inlet Air System and Bid No. 3 Exhaust Air System were evaluated as a package. Each bidder offered deductions on their bid prices if both phases were awarded to them. Listed below is a summary of the bids evaluated as a package.

BIDDER	BID NO 2. INLET AIR SYSTEM	BID NO 3. EXHAUST AIR SYSTEM	DEDUCTION**	OVERALL
Universal Acoustic & Emission Technologies, Inc. Stoughton, WI	\$962,280.99	\$536,148.24*	(\$12,000)	\$1,486,429.23
MMC Contractors National, Inc. Kansas City, MO	\$1,095,900	\$612,900	(\$180,310)	\$1,528,490

* Complete cost is uncertain due to existing load-carrying capability of the support structure of the equipment being proposed.

** Deduction if Bid #2 and Bid #3 are awarded to the same company

Based on the results of the "packaged" bid prices and evaluation of the Inlet and Exhaust bids, staff has concluded it would be in the City's best interest to award to the apparent second overall low bid submitted by MMC Contractors National, Inc., Kansas City, MO, in the amount of \$1,528,490 (inclusive of Iowa sales tax) for the combination of bids #2 and #3.

Funding For the Project

The FY 2014/15 Capital Improvements Plan includes \$1,500,000 for the GT1 Engine Replacement and Generator/Turbine Inspection and Overhaul and \$300,000 for the GT1 Evaporator Cooler. Costs associated with the failure of the engine, less a \$350,000 deductible are covered by insurance, estimated to be \$941,260. **Therefore, the estimated budget, including CIP and insurance payment is \$2,741,260. The expenses total \$2,819,750, leaving a difference of \$78,490.**

This shortfall will be covered by savings in the Cooling Tower Repairs project that was included in the FY 2015/16 CIP. The bid came in for this project approximately \$1,000,000 less than budgeted.

To date the budget for this CIP project has the following items encumbered:


\$1,500,000	FY 2014/15 CIP GT1 Inspection & Overhaul
\$ 300,000	FY 2014/15 Evaporator Cooler
\$ 941,260	Insurance Payment (estimated)
\$2,741,260	Total Revenue Available For the Project
\$153,310	Paid to WGPW for inspection of GT1 and removal and disassembly of the engine
\$188,000	Encumbered not-to-exceed amount for Engineering Services
\$949,950*	Cost for Bid No. 1 Engine (pending Council approval of award for this agenda item) * Amount does not include applicable Iowa sales tax. City of Ames will pay applicable sales tax directly to the State of Iowa.
\$1,095,900	Cost for Bid No. 2 Inlet Air System (pending Council approval of award for this agenda item)
\$612,900	Cost for Bid No. 3 Exhaust System (pending Council approval of award for this agenda item)
(\$180,310)	Deduction for combining Bid #2 and Bid #3 to same company
\$2,819,750	Total Estimated Cost For The Project

ALTERNATIVES:

1. a. Award a contract to Wood Group Pratt & Whitney, Bloomfield, CT, for Bid No.1 Gas Generator in the amount of \$949,950 plus applicable sales taxes to be paid directly by the City of Ames to the State of Iowa.
- b. Award a contract to MMC Contractors National, Inc, Kansas City MO, for Bid No. 2 Inlet Air System in the amount of \$915,590 (inclusive of Iowa sales tax).
- c. Award a contract to MMC Contractors National, Inc, Kansas City MO, for the Bid No. 3 Exhaust System in the amount of \$612,900 (inclusive of Iowa sales tax).
2. Award contract in an alternative combination.
3. Reject all bids and delay return to service of GT1.

MANAGER'S RECOMMENDED ACTION:

It is important that GT1 be repaired and available for service prior to next summer, due to the high price of capacity, which is escalating rapidly due to the retirement of fossil-fired generating units as a result of impending environmental regulations. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

		ITB 2015-132 GT1 RETURN TO SERVICE PROJECT BID SUMMARY		
BID NO. 1 GAS GENERATOR				
BIDDER:	Turbo Services, Inc. Margate, FL	Wood Group Pratt & Whitney Bloomfield,CT	Worldwide Turbines Boca Raton, FL	MMC Contractors National, Inc. Kansas City, MO
BASE:				
ALTERNATIVE 1: REPAIR Repair existing GG1 as specified.		\$1,185,000.00	\$985,000.00	
Sales and/or Use taxes included in LS Cost		Not licensed	Not licensed	
ALTERNATIVE 2: REPLACE Replace GG1 with a reconditioned gas generator as specified.	\$900,000.00	\$985,000.00	\$985,000.00	\$1,649,400.00
Sales and/or Use taxes included in LS Cost	Not licensed	Not licensed	Not licensed	\$72,042.00
EVALUATED BASE: Excludes applicable sales taxes since three of the bidder's are not licensed to collect Iowa sales tax.	\$900,000.00	\$985,000.00	\$985,000.00	\$1,577,358.00
OPTIONS:				
Fuel manifold replacement cost	\$200,000.00	\$14,950.00	\$225,000.00	\$245,600.00
Cost for performing 2nd Performance Test for Guarantee Case #2	\$16,000.00	\$12,650.00	\$42,500.00	\$19,600.00
Deduct for Gas Generator core and auxiliaries for ALTERNATIVE 2	-\$165,000.00	-\$50,000.00	-\$15,000.00	-\$202,700.00
Deduct on Bid No. 1 ALTERNATIVE 1 if Bid No.'s 1, 2 and 3 are awarded as package to one bidder				
Deduct on Bid No. 1 ALTERNATIVE 2 if Bid No.'s 1, 2 and 3 are awarded as package to one bidder				-\$412,700.00
Deduct on Bid No. 1 ALTERNATIVE 1 if Bid No.'s 1 and 2 are awarded as package to one bidder and Bid No. 3 awarded to a separate bidder				
Deduct on Bid No. 1 ALTERNATIVE 2 if Bid No.'s 1 and 2 are awarded as package to one bidder and Bid No. 3 awarded to a separate bidder				(-\$180,310.00)
Deduct on Bid No. 1 ALTERNATIVE 1 if Bid No.'s 1 and 3 are awarded as package to one bidder and Bid No. 2 awarded to a separate bidder				
Deduct on Bid No. 1 ALTERNATIVE 2 if Bid No.'s 1 and 3 are awarded as package to one bidder and Bid No. 2 awarded to a separate bidder				(-\$180,310.00)
OVERALL PRICE FOR BID 1: GAS GENERATOR (includes Evaluated Base plus selected Options)	\$935,000.00	\$949,950.00	\$1,195,000.00	\$1,207,558.00
BID NO. 2 INLET AIR SYSTEM				
BIDDER:	MMC Contractors National, Inc. Kansas City, MO	Universal Acoustic & Emission Technologies, Inc. Stoughton, WI		
BASE:				
Refurbish and/or replace <u>entire</u> inlet air system as specified.	\$1,095,900.00	\$962,280.99		
Sales and/or Use taxes included in LS Cost	\$35,734.00	\$62,079.99		
OPTIONS:				
Deduct on Bid No. 2 if Bid No.'s 1, 2 and 3 are awarded as package to one bidder	(-\$412,700.00)			
Deduct on Bid No. 2 if Bid No.'s 1 and 2 are awarded as package to one bidder and Bid No. 3 awarded to a separate bidder	(-\$180,310.00)			
Deduct on Bid No. 2 if Bid No.'s 2 and 3 are awarded as package to one bidder and Bid No. 1 awarded to a separate bidder	-\$180,310.00	-\$6,000.00		
OVERALL PRICE FOR BID 2: INLET AIR SYSTEM (includes Base plus selected Option)	\$915,590.00	\$956,280.99		
BID NO. 3 EXHAUST SYSTEM				
BIDDER:	MMC Contractors National, Inc. Kansas City, MO	Universal Acoustic & Emission Technologies, Inc. Stoughton, WI		
BASE:				
Replace entire existing exhaust system as specified.	\$612,900.00	\$536,148.24		
Sales and/or Use taxes included in LS Cost	\$17,897.00	\$34,302.24		
OPTIONS:				
Deduct on Bid No. 3 if Bid No.'s 1, 2 and 3 are awarded as package to one bidder				
Deduct on Bid No. 3 if Bid No.'s 1 and 3 are awarded as package to one bidder and Bid No. 2 awarded to a separate bidder				
Deduct on Bid No. 3 if Bid No.'s 2 and 3 are awarded as package to one bidder and Bid No. 1 awarded to a separate bidder		-\$6,000.00		
OVERALL PRICE FOR BID 3: EXHAUST AIR SYSTEM (includes Base plus selected Option)	\$612,900.00	\$530,148.24		
OVERALL PACKAGE PRICE FOR BID 2 INLET AND BID 3 EXHAUST (includes package discounts)	\$1,528,490.00	\$1,486,429.23		

COUNCIL ACTION FORM

SUBJECT: FLEET ACQUISITION PROGRAM – UTILITY WORK MACHINE AND ATTACHMENTS

BACKGROUND:

The City's Parks Maintenance Division has requested the purchase of one utility work machine and tool attachments. The unique multi-function design of this four tired work vehicle meets the requirements of many diverse tasks currently performed by our Parks Maintenance staff. The Parks and Recreation staff identified three seasonal equipment items (Mower #765, Mower #5, and Utility Vehicle #109) that will be replaced with the purchase of this multi-function machine. Funding for this purchase has been designated in the current fiscal year budget. Bids were solicited, and one bid was received.

The bid has been evaluated for the purchase of the machine as follows:

<u>Bidder</u>	<u>Make / Model</u>	<u>Base Bid</u>
Bobcat of Ames	Bobcat / Toolcat 5600	\$49,544.86
<u>Attachments (List includes only selected)</u>		
	Angle Broom	\$ 4,208.88
	Mower, 90-inch	\$ 4,070.56
	Grapple Bucket	\$ 2,454.04
	Auger Bit 24"	\$ 553.69
	Total	\$60,832.03

Evaluation of the bid has determined the machine offered with the selected attachments is acceptable.

Funding is available for this purchase as follows:

Mower #765 Escrow	\$15,956 (7/31/15)
Mower #5 Escrow	\$13,086 (7/31/15)
Utility Vehicle #109 Escrow	\$15,686 (7/31/15)
Salvage value (3 units above)	<u>\$21,629</u>
Available funding	\$66,357

ALTERNATIVES:

1. Award this contract to Bobcat of Ames for a 2015 Bobcat Toolcat Model 5600 with the selected attachments for \$60,832.03.
2. Reject the bids and re-bid.

MANAGER'S RECOMMENDED ACTION:

The Director of Fleet Services and Parks and Recreation staff agree that purchasing the Bobcat Toolcat and selected attachments will provide a quality machine to meet the established service requirements at a reasonable price. Due to its versatility, the new piece of equipment will be able to replace three units that are currently in service.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the award of this contract to Bobcat of Ames for a 2015 Bobcat Toolcat Model 5600 with the selected attachments for \$60,832.03.

COUNCIL ACTION FORM

SUBJECT: **CONTRACT RENEWAL FOR PURCHASE OF ELECTRIC
DISTRIBUTION AND TRANSMISSION UTILITY POLES**

BACKGROUND:

On August 27, 2013, the City Council approved a contract with Baldwin Pole & Piling, Inc., for purchase of electric distribution utility poles. This contract allows the City to purchase poles at its discretion (quarterly or as-needed) in order to meet the anticipated needs of the Electric Services Department for new construction and maintenance. This provides the City with inventory management flexibility and helps to reduce the need for storage space.

The contract with Baldwin Pole & Piling included a provision that allows the City to renew for up to four additional one-year terms. This contract is the second of four optional renewal periods, and would provide distribution poles for the period of September 1, 2015, through August 31, 2016.

The poles are purchased from an Electric Department inventory asset account and charged to the appropriate operations accounts as the poles are put into use. Prices are exclusive of sales taxes. **Council should note that no contract amount is being authorized at this time, since payments will be made as these poles are purchased.**

ALTERNATIVES:

1. Award a contract to Baldwin Pole & Piling, Inc., Des Moines, Iowa, for the purchase of electric distribution utility poles in accordance with unit prices.

Poles will be purchased as needed. Payments will be based on unit prices and actual quantities ordered, plus applicable sales taxes. There will be no price increases for the second renewal period; prices will remain the same as the previous year.

2. Reject all bids and attempt to purchase electric distribution utility poles on an as-needed basis at unpredictable prices.

MANAGER'S RECOMMENDED ACTION:

It is important to purchase distribution utility poles at the lowest possible cost with minimal risk to the City. It is also imperative to have these poles available to meet customer needs for new service or emergency replacements.

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

COUNCIL ACTION FORM

**SUBJECT: IN-KIND CONTRIBUTION TOWARDS SQUAW CREEK WATERSHED
WATER QUALITY INITIATIVE GRANT**

BACKGROUND:

The City of Ames is a charter member of the Squaw Creek Watershed Management Authority (SCWMA), whose purpose is to “encourage, plan for, and implement watershed activities within the Squaw Creek watershed.” The SCWMA Board has adopted a strategic plan that calls for watershed education outreach to land owners across the watershed. The goal is to encourage advanced land stewardship practices that will, in turn, help improve water quality and reduce the severity of flooding within the watershed.

The SCWMA, in partnership with Prairie Rivers Resource Conservation & Development, was successful in receiving a Water Quality Initiative Targeted Demonstration Watershed project grant from the State of Iowa. During the grant application process, City staff provided a written letter of support that indicated the City’s willingness to consider purchasing permanent water quality monitoring equipment for a single location along Squaw Creek within the City limits at a cost of up to \$15,000.

When a new National Pollutant Discharge Elimination System (NPDES) permit is issued for the Water Pollution Control Facility (WPC), it will include a requirement for the City to identify a cost-effective means to achieve compliance with Iowa Nutrient Reduction Strategy. Nutrient credit trading could be a viable strategy for meeting the intent of the Nutrient Reduction Strategy, but it will require data that can tie specific land use practices to improvements in water quality; something that the SCWMA grant project will help provide.

For that reason, staff is recommending that the \$15,000 needed to purchase the equipment come from the available Sanitary Sewer Fund balance. When the Capital Improvements Plan is updated in early 2016, staff will make a corresponding \$15,000 reduction in the proposed budget for performing the Nutrient Reduction Modifications evaluation at the Water Pollution Control Facility (\$300,000). Ownership and possession of the purchased equipment will remain with the City of Ames, but it will be used for the purposes of the Water Quality Initiative Targeted Demonstration Watershed project grant during the life of the grant.

City staff will also be providing additional in-kind contributions to the Water Quality Initiative study in the form of sampling and water analyses. The exact magnitude of this additional contribution has yet to be determined; but staff has indicated to the SCWMA

that it must be compatible with the existing capabilities and workload of the Laboratory Division.

ALTERNATIVES:

1. Authorize staff to purchase water quality monitoring equipment in an amount not to exceed \$15,000; and authorize the equipment to be used for the purposes of the Water Quality Initiative Targeted Demonstration Watershed project grant for the life of the grant. Funding for the equipment purchase would come from the available Sewer Fund balance. Staff will also provide in-kind sampling and water analyses consistent with the existing capabilities and workload of the Laboratory Division.
2. Authorize the purchase of the equipment, but designate a different funding source.
3. Do not authorize the purchase of the equipment at this time.

MANAGER'S RECOMMENDED ACTION:

The City of Ames is a charter member of the Squaw Creek Watershed Management Authority (SCWMA). The SCWMA has received a grant for a Targeted Watershed Demonstration project to encourage advanced land management practices within the watershed. The City has previously indicated its willingness to consider purchasing stream monitoring equipment, valued at up to \$15,000, towards the project. The City will also provide additional in-kind contribution in the form of analytical laboratory analysis, consistent with the existing capabilities and workload of the Laboratory Division.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, thereby authorizing staff to purchase water quality monitoring equipment in an amount not to exceed \$15,000, and authorize the equipment to be used for the purposes of the Water Quality Initiative Targeted Demonstration Watershed project grant for the life of the grant.

Funding for the equipment purchase would come from the available Sewer Fund balance. When the Capital Improvements Plan is updated in early 2016, staff will make a corresponding \$15,000 reduction in the proposed budget for performing the Nutrient Reduction Modifications evaluation at the Water Pollution Control Facility (\$300,000).

The City Council should note that the Staff will also provide in-kind sampling and water analyses consistent with the existing capabilities and workload of the Laboratory Division.



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MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: August 21, 2015

Subject: Contract and Bond Approval

There is no Council Action Form for Item No. 26. Council approval of the contract and bond for this project is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

SUBJECT: SPECIALIZED CLEANING SERVICES, INCLUDING GRIT BLASTING, HYDRO BLASTING, DETONATION BLASTING, AND VAC TRUCK SERVICES FOR THE POWER PLANT

BACKGROUND

The City's Electric Utility has two coal-fired, high-pressure steam generation units within the City of Ames Power Plant, referred to as Unit No. 7 and Unit No. 8. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly scheduled planned repairs. The repair of the boilers on these generation units requires professional trade crafts such as boilermakers, steam/pipe fitters, and millwrights, to list a few.

The boiler units operate under environmental conditions with high heat and high pressure. Due to the operational conditions and fuel burned, the internal surfaces of the boilers are often covered with hardened ash, molten glass, and other substances, which coat the internal boiler tubes and boiler walls. Because of the conditions resulting from burning Refuse Derived Fuel (RDF), a reducing atmosphere exists in portions of the boiler and there are chlorides present from burning plastics. As a result, parts of the boiler units such as the superheat tubes and boiler wall tubes would eventually fail due to tube wasting.

When tube failures occur, the City contracts with private firms who have the expertise to perform the emergency repairs needed to bring the unit back into operation. Prior to the professional crafts entering the boilers to carry out inspections and repairs, the surfaces must be cleaned of ash coating and debris. This cleaning process requires high-pressure water washing, grit blasting, or use of explosives to loosen and remove the materials. After loosening or breaking up these substances, they are removed from the boiler using the sluice system or by large industrial vacuums.

On June 23, 2009, City Council awarded a contract to W-S Industrial Services for a number of "heavier duty" cleaning services, including grit blasting, hydro blasting, detonation blasting, and vacuum truck services. That contract included five optional twelve-month renewal periods. On May 13, 2014, City Council approved the fifth and final renewal of this contract in an amount not to exceed \$199,000.

Council should note that the actual amount spent on this contract was \$115,823.58, which is less than the total contract amount by \$83,176.42. This is due to the time and material charges associated with the contract were less than anticipated.

All of the requirements of the contract have been met by W-S Industrial Services, Inc., and the Power Plant Engineer has provided a certificate of completion.

ALTERNATIVES:

- 1) Accept completion of the contract with W-S Industrial Services, Inc. for the FY2014/15 specialized cleaning services contract, including grit blasting, hydro blasting, detonation blasting, and vacuum truck services at a total cost of \$115,823.58.
- 2) Delay acceptance of this contract.

MANAGER'S RECOMMENDED ACTION:

The contractor for the specialized cleaning services contract, including grit blasting, hydro blasting, detonation blasting, and vacuum truck services has completed all of the work for the 2014/15 period. The Power Plant Engineer has issued a certificate of completion on the work.

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 COMPLETION

BACKGROUND

The City's Electric Utility has two coal-fired, high-pressure steam generation units within the Power Plant referred to as Unit No. 7 and Unit No. 8. These units require regular professional maintenance and repair. This valve maintenance contract supplies professionals for emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. The repair of the valves on these generation units requires professional trade crafts such as boilermakers; steam/pipe fitters; and millwrights, to list a few.

Because of the need to regulate steam and water in the power production process, numerous valves are used to operate the Power Plant. These include isolation, control, check, relief and safety valves that must be professionally repaired, tested, installed, replaced and maintained. Specially trained personnel perform this work. **This contract is to provide valve maintenance, testing, repair, replacement, and related services and supplies for the Power Plant boilers.**

On June 23, 2009, City Council awarded a contract to Ferguson Process Services. That contract included five optional twelve-month renewal periods. It is worth noting that Ferguson Process Services was acquired by Allied Valve, Inc., Bettendorf, IA. On May 13, 2014, City Council approved the fifth and final renewal of this contract in an amount not to exceed \$70,000.

There was one change order to this contract.

Change Order No. 1 for \$11,411.65 for additional funds to the FY2014/15 contract.
(Approved administratively on May 11, 2015)

The net contract amount including this change orders is \$81,411.65. The actual amount spent on this contract was \$78,352.83, which is less than the total contract amount by \$3,058.82. This is due to the time and material charges associated with the change orders being less than were anticipated.

All of the requirements of the contract have been met by Allied Valve, Inc., and the Power Plant Engineer has provided a certificate of completion.

ALTERNATIVES:

- 1) Accept completion of the contract with Allied Valve, Inc. for the FY2014/15 Valve Maintenance, Testing, Repair, Replacement, and Related Services and Supplies for the Power Plant Boilers at a total cost of \$78,352.83.
- 2) Delay acceptance of this contract.

MANAGER'S RECOMMENDED ACTION:

The contractor for the Valve Maintenance, Testing, Repair, Replacement, and Related Services and Supplies for the Power Plant Boilers has completed all of the work for the 2014/15 period. The Power Plant Engineer has issued a certificate of completion on the work.

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

August 10, 2015

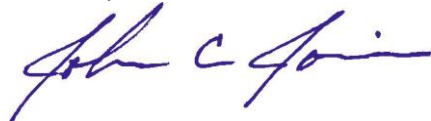
Honorable Mayor and Council Members
City of Ames
Ames, Iowa 50010

Ladies and Gentlemen:

I hereby certify that the public improvements required as a condition for approval of the final plat of **Brookview Place West, 4th Addition** have been completed in an acceptable manner by **Ames Trenching & Excavating of Ames, IA and Manatts, Inc. of Ames, IA**. The above mentioned improvements have been inspected by the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$5,000.00 (half by Hunziker & Associates and half by Furman Corporation)**. The remaining work that covers this financial security is the installation of pedestrian ramps.

Sincerely,



John Joiner, P.E.
Public Works Director
City of Ames

JJ/jc

cc: Finance, Contractor, Construction Supervisor, PW Senior Clerk, Planning & Housing

Brookview Place West 4th Addition
May 5, 2015

Description	Unit	Quantity
8" Sanitary Sewer	LF	472
Sanitary Sewer Manhole	EA	3
4" Sanitary Sewer Service	EA	14
8" Temporary Plug	EA	1
TV Sanitary Sewer	LS	1
15" RCP Storm Sewer	LF	64
6" PVC Footing Drain Collector	LF	464
SW-501 Intake	EA	2
Clean Out	EA	2
1-1/2' Footing Drain Services	EA	14
TV Storm Sewer	LS	1
Standard Fire Hydrant Assembly	EA	2
8" Water Main	LF	480
8" Gate Valve	EA	1
Wall Type Reaction Block	EA	1
1" Water Services	EA	14
Temporary 8" Plug	EA	1
8" Thick AC Paving	SY	1282
12" Thick Subgrade Preparation	SY	2027
Curb and Gutter	LF	918
6" Thick Two-Way Sidewalk Pedestrian Ramp and Landing	EA	2
Truncated Dome Tiles (2x4)	LF	24
Temporary 7" Thick PCC Turn-Around	SY	234
End of Road Barricade	EA	1
Mass Grading	LS	1
Finish Grading	LS	1
Erosion Control & SWPPP Management	LS	1
Temporary Seeding	LS	1

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 131 & 137 Campus Avenue

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 two existing parcels, (see *Attachment A - Location Map*). Both parcels are zoned as "RH" (High-Density Residential) within the West University Impacted Area Overlay. There are existing frontage improvements along Campus Avenue and no new improvements are required with the plat of survey. The combined lot size will be 0.45 acres and will be addressed as 135 Campus Avenue.

The site currently has one single-family home on each lot that are each offered for rent. The property owner desires to redevelop the consolidated site with an apartment building. **To consolidate the two lots, the applicant must demolish at least one of the existing structures on 131 or 137 Campus Avenue to conform to requirements of the Zoning Ordinance for multiple buildings on one lot. Demolition must occur prior to the release of this plat of survey for recording.**

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 there is no more than one habitable structure on the lot.

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 131 & 137 Campus Avenue

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

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

The site is located at:

Owner: Suites on Campus, LC

Existing Street Addresses: 131 & 137 Campus Avenue

Assessor's Parcel #: 0904351120 and 0904351110

Legal Description: Lots 16 and 17, Athletic Park Addition, City of Ames,
Story County, Iowa

Public Improvements:

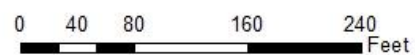
The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

- ☐ 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.



N



ATTACHMENT B: PROPOSED PLAT OF SURVEY

