

AGENDA
MEETING OF THE AMES AREA METROPOLITAN
PLANNING ORGANIZATION TRANSPORTATION POLICY COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
OCTOBER 27, 2015

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

AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE MEETING

CALL TO ORDER: 6:00 p.m.

1. Motion approving AAMPO Title VI Program

POLICY COMMITTEE COMMENTS:

ADJOURNMENT:

REGULAR CITY COUNCIL MEETING*

*The Regular City Council Meeting will immediately follow the meeting of the Ames Area Metropolitan Planning Organization Transportation Policy Committee.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of October 13, 2015, and Special Meeting of October 21, 2015
3. Motion approving certification of civil service applicants
4. Motion approving Report of Contract Change Orders for October 1-15, 2015
5. Motion approving 5-day (November 14-18) Special Class C Liquor License for Olde Main Brewing Company at ISU Alumni Center, 420 Beach Avenue
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Score!, 124 Welch Avenue
7. Requests from Main Street Cultural District for Snow Magic:
 - a. Motion approving Blanket Temporary Obstruction Permit in Central Business District for November 14 to December 19
 - b. Motion approving Blanket Vending Permit in Central Business District for November 13
 - i. Resolution approving waiver of permit fee

- c. Resolution approving waiver of fees for electricity for holiday activities/lighting from November 14 through January 4
- d. Resolution approving closure of eight parking spaces in Central Business District on Friday, November 13 from 5 to 8 p.m., as well as waiver of fees
- e. Resolution approving closure of Kellogg Avenue from Main Street to 5th Street from 9 a.m. to 1 p.m. on Saturday, December 12
- f. Resolution approving suspension of parking regulations and enforcement for Central Business District for every Saturday from November 14 to December 19, as well as waiver of fees
8. Electric Revenue Bonds, Series 2015B in an amount not to exceed \$10,360,000:
 - a. Resolution approving Federal Reimbursement Regulation Resolution and setting date of public hearing for November 10, 2015, on Electric Revenue Loan Agreement in an amount not to exceed \$10,950,000
9. Resolution approving Annual Affirmative Action Report
10. 1109 Roosevelt Avenue:
 - a. Resolution approving third extension of Purchase Agreement with Habitat for Humanity of Central Iowa, to November 13, 2015
 - b. Resolution setting November 10, 2015, as date of public hearing on sale of property to Habitat for Humanity of Central Iowa
11. Resolution approving Transitional Reinsurance Program payment under Patient Protection and Affordable Care Act in the amount of \$66,748
12. Resolution awarding contract to LawnPro, LLC, of Colo, Iowa, for 2015/16 Winter & Summer Tree Trimming for Public Works in the amount of \$75,000
13. Custodial Services at Public Library:
 - a. Resolution terminating contract with PCI of Lansing, Kansas
 - b. Resolution awarding contract to Nationwide Office Care of Clive, Iowa, for Custodial Services at Public Library in the amount of \$44,774.10
14. Resolution approving Agreement with Iowa Department of Transportation for relocation of sanitary sewer line south of Skunk River on Interstate 35
15. Resolution approving Engineering Services Agreement with WHKS & Co., of Ames, Iowa, for Flood Mitigation - River Flooding, in an amount not to exceed \$138,000
16. Resolution waiving Purchasing Policies and approving single-source purchase of Uninterruptible Power Supplies (UPS) for various traffic signal locations (2015/16 Traffic Signal Program - Maintenance Upgrades)
17. Boiler Tube Spray Coating and Related Services and Supplies for Power Plant:
 - a. Resolution approving renewal of contract with Integrated Global Services, Inc., of Richmond, Virginia, in an amount not to exceed \$100,000
 - b. Resolution approving contract and bond
18. Resolution approving contract and bond for Scaffolding and Related Services and Supply Contract for Power Plant
19. Resolution approving Change Order No. 3 with EvapTech, Inc., of Lenexa, Kansas, for Cooling Tower Replacement
20. Resolution accepting completion of 2014/15 Concrete Pavement Improvements, Contract #1 (Hayward Avenue)
21. Resolution accepting completion of 2014/15 Arterial Street Pavement Improvements (Lincoln Way)
22. Resolution accepting completion of 2012/13 Storm Sewer Outlet Erosion Control (Pinehurst Drive)
23. Resolution approving Plat of Survey for 115-9th Street, 913 Duff Avenue, and 915 Duff Avenue

24. Resolution approving Final Major Plat for Quarry Estates

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

ADMINISTRATION:

25. Demand Response Bus Service (HIRTA) Implementation Report:

- a. Motion accepting report
- b. Resolution authorizing payment to facilitator in the amount of \$1,250

26. Motion approving request from Hunziker and Companies to operate its Unmanned Aircraft Systems (UAS) over public property as required by FAA for commercial UAS operators

27. Affordable Housing Conference:

- a. Motion agreeing to co-sponsor proposed Conference with Iowa State University contingent upon City Council reviewing and approving program agenda
- b. Motion authorizing City Manager to devote staff time to participate on the planning committee
- c. Resolution approving match to University's contribution up to \$5,000 from the General Fund to cover expenses from the Conference

28. Resolution approving reservation of parking spaces and waiving parking meter fees at specific polling locations on Election Day

29. Presentation of results of Resident Satisfaction Survey

ELECTRIC SERVICES:

30. Resolution awarding contract for BP Canada Energy Marketing Corporation of Omaha, Nebraska, for AMA/Pipeline Services in an amount not to exceed \$3,000,000

31. Request from Ames Community Solar Initiative:

- a. Motion providing direction to staff

PLANNING & HOUSING:

32. Staff Report on creation of Urban Revitalization Area for 3505 and 3515 Lincoln Way

33. Motion directing staff to finalize and issue a Request for Proposals for consulting services to assist with Lincoln Way Corridor Plan

PUBLIC WORKS:

34. Airport Terminal Building and Hangar Project Update:

- a. Motion approving conceptual design
- b. Resolution granting a waiver of building permit fees for the Hangar
- c. Motion granting the AEDC authority to offer naming rights to donors for the Training and Training/Multi-Purpose Rooms within the Terminal Building

HEARINGS:

35. Hearing on rezoning with Master Plan of property at 601 and 705 Dotson Drive from Government-Airport (S-GA) to Floating Suburban Residential Low Density (FS-RL):

- a. First passage of ordinance

- b. Resolution approving Zoning Agreement
- 36. Hearing on Water Pollution Control Lift Station Improvement Project:
 - a. Resolution approving final plans and specifications and awarding contract to C.L. Carroll Company, Inc., of Des Moines, Iowa, in the amount of \$440,000
- 37. Hearing on Water Treatment Plant High Service Pump #3 Replacement Project:
 - a. Resolution approving final plans and specifications and awarding contract to Northway Well and Pump Company of Marion, Iowa, in the amount of \$69,500
- 38. Hearing on 2015/16 Resource Recovery System Improvements (HVAC Improvements):
 - a. Resolution approving final plans and specifications and awarding contract to Pritchard Brothers, Inc., of Boone, Iowa, in the amount of \$179,525

ORDINANCES:

- 39. Second passage of ordinance rezoning property at 125 and 130 Wilder Avenue from Convenience Commercial Node (CVCN) to Planned Residential District (F-PRD)

COUNCIL COMMENTS:

CLOSED SESSION:

- 40. Motion to hold Closed Session as provided by Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy

ADJOURNMENT:

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

**AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

SUBJECT: AMES AREA MPO TITLE VI PROGRAM

BACKGROUND:

As a recipient of Federal funding, the Ames Area MPO is required to operate its programs and activities in accordance with the Civil Rights Act of 1964 and its amendments, collectively known as Title VI, which prohibits discrimination on the basis of race, color, or national origin.

The Ames Area MPO ultimately will produce two Title VI programs, one following the guidance and requirements of the Federal Highway Administration and the other program will be developed using the guidance and fulfilling the requirements of the Federal Transit Administration.

The Ames Area MPO will be required to update the Title VI program every three years and submit it to the Iowa Department of Transportation to demonstrate compliance. The 2015 Title VI Program has been developed to be consistent with FTA's most recent guidelines, published in October 2012 (FTA C 4702.1B). The current Title VI program that is in compliance with FHWA requirements will be updated as necessary. CyRide has a separate Title VI program meeting requirements for fixed route transit providers.

The Title VI Program is a comprehensive document, including the Title VI public notices, complaint procedures and complaint forms; a list of Title VI investigations, lawsuits and complaints; table of racial composition of non-elected bodies, where membership is selected by the Ames Area MPO; demographic profile of the MPO planning area; public outreach activities to Title VI populations, and limited English proficiency plan.

ALTERNATIVES:

1. Approve the Title VI Program
2. Approve the Title VI Program with Transportation Policy Committee modifications.

ADMINISTRATOR'S RECOMMENDATION:

The AAMPO Technical Committee has unanimously recommended approval of the Ames Area MPO Title VI Program. Therefore, it is recommended by the Administrator that the Transportation Policy Committee adopt Alternative No. 1, as noted above.

Ames Area MPO Title VI Program

OCTOBER 2015

IN ACCORDANCE WITH FTA C 4702.1B



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Introduction

The Ames Area Metropolitan Planning Organization (Ames Area MPO) was official designated the MPO of the Ames urbanized area by the Governor of Iowa in March 2003. This designation was the result of the Ames urbanized area having a population of greater than 50,000 in the 2000 census. As a result of the 2010 Census, the urbanized areas of Ames and Gilbert were combined into one urbanized area, therefore requiring the Metropolitan Planning Area to be expanded to encompass this area in its entirety.

The Ames Area MPO approved the current Metropolitan Planning Area boundary on November 13, 2012. The City of Gilbert and Iowa State University were added to the Transportation Policy Committee on March 26, 2013.

Title VI of the 1964 Civil Rights Act provides that “No person in the United States shall, on the ground 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, weather schools, colleges, government entities, or private employers much comply with Federal civil rights laws, rather than just the particular programs or activities that receive Federal funds.

This plan provides information on the Ames Area MPO 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 Ames Area MPO.

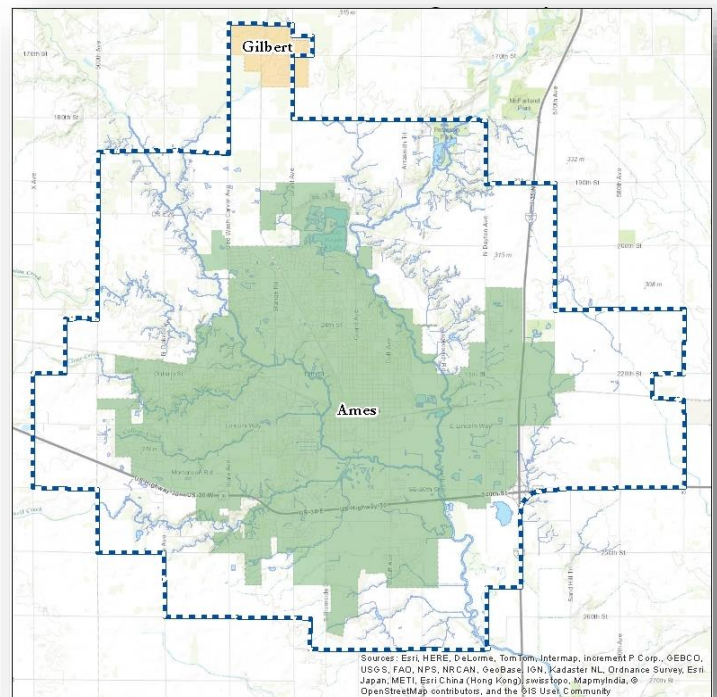


Figure 1 AAMPO Planning Boundary


General Requirements

Title VI Notice to the Public

The Ames Area MPO provides a notice to the public of their rights under Title VI of the Civil Rights Act of 1964. This notice includes information on who to contact to file a complaint.

The notices is posted:

- Ames Area MPO office, Room 212 (515 Clark Ave, Ames, IA)
- Ames City Hall entrance (515 Clark Ave, Ames, IA)
- Public Meeting Rooms
- www.aampo.org



“THE AMES AREA METROPOLITAN PLANNING ORGANIZATION HEREBY GIVES PUBLIC NOTICE THAT IT IS THE POLICY OF THE DEPARTMENT TO ASSURE FULL COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, RELATED STATUTES AND REGULATION PROVIDE THAT NO PERSON SHALL ON THE GROUND OF RACE, COLOR, NATIONAL ORIGIN, GENDER, AGE OR DISABILITY BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.”

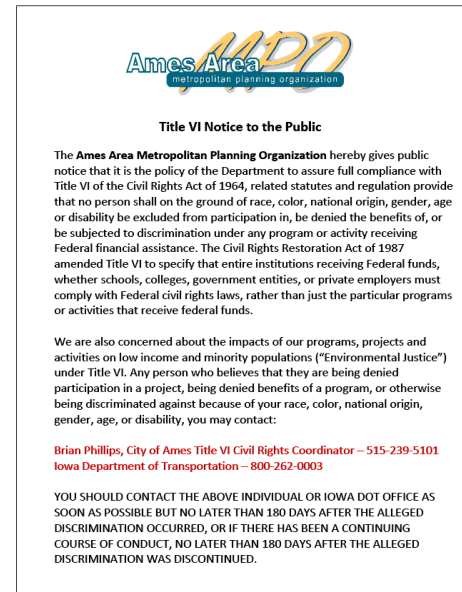


Figure 2 Notice to the Public

Instructions how to file a complaint

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 180 calendar days after the alleged violation to:

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

The image shows a 'Title VI of the 1964 Civil Rights Act Discrimination Complaint Form' from the City of Ames. The form includes fields for contact information, complainant details, and a section for describing the alleged discrimination. The City of Ames logo is visible in the top right corner of the form. The form is partially overlapping another identical form behind it.

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.

List of investigations, complaints, lawsuits

There have not been any concluded or outstanding Title VI complaints filed against the Ames Area Metropolitan Planning Organization.

Investigations	File Date	Summary of Incident	Summary of Findings	Other Claims Filed	Actions Taken	Close Date
-	none	-	-	-	-	-
Lawsuits	File Date	Summary of Incident	Summary of Findings	Other Claims Filed	Actions Taken	Close Date
-	none	-	-	-	-	-
Complaints	File Date	Summary of Incident	Summary of Findings	Other Claims Filed	Actions Taken	Close Date
-	none	-	-	-	-	-

Public Participation Plan

Purpose of the Public Participation Plan

The public involvement process required by 23 CFR 450 should “...provide complete information, timely public notice, full public access to key decisions, and support early and continuing involvement of the public in developing plans and Transportation Improvement Programs...” Through public involvement, the Ames Area MPO aims to identify methods for obtaining public input and encouraging public involvement in the transportation planning process.

Outreach methods

The Ames Area MPO utilizes the following methods to engage minority and EJ populations:

- Public Meetings – Question and answer formatted meeting designed to connect members of the public with Ames Area MPO staff in a casual setting.
- Public Hearings – The public is invited to present comments in a public hearing setting in front of the Transportation Policy Committee and comments are committed to the record. The public hearing is governed by rules concerning who speaks when and for how long and is overseen by the Transportation Policy Committee chairperson.
- Opportunity for Public Comment – A solicitation for public input on a specific subject over a specified duration of time.
- General Comments – The Ames Area MPO is always open to accepting public comment, regardless of whether they were given as part of an organized effort. Comments can be sent to the Ames Area MPO by phone at 515.239.5169, by e-mail at tfilippini@city.ames.is.us, or by mail at 515 Clark Ave., Room 212, Ames, Iowa, 50010.

Outreach Summary

From 2013 – 2015 the Ames Area MPO used a variety of tools to outreach to diverse populations include EJ and minority populations through the following tools:

- Publishing notices on the City of Ames Facebook page and City of Ames Twitter page
- Providing a translation tool on the Ames Area MPO Website at www.aampo.org
- Providing an online forum accessible 24/7 using MindMixer which was accessible at www.ImagineAmes.com
- Providing an online comment tool with mapping capabilities available at all hours every day at www.AmesMobility2040.org
- Announcing meeting dates and topics to local human services working groups who represent low-income and international communities

- Included MPO activities in City of Ames communications distributed on Channel 12 and City of Ames utility bills.

Limited English Proficiency

Introduction

This Limited English Proficiency (LEP) Procedure Manual has been prepared to address the Ames Area Metropolitan Planning Organization (AAMPO) responsibilities as a recipient of federal financial assistance for the planning processes and tasks as the local planning agency for the Ames area, as they relate to the needs of individuals with limited English language skills. This manual has been prepared in accordance with Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance. Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the AAMPO which receives federal assistance through the U.S. Department of Transportation (U.S. DOT), Iowa Department of Transportation and Federal Transit Administration. The AAMPO is committed to ensuring that no person is excluded from participation in or denied of its transportation planning services on the basis of race, color, or national origin. This manual was developed to guide AAMPO staff in its management of LEP related activities. The full LEP is included as appendix A.

The Ames Area MPO has the following resources available for providing language assistance:

- Oral Interpretation Service – The Ames Area MPO offers the Language Line Interpretation Service through TheBigWord. If there is a non-English speaking individual that comes into a city department, staff can show them the brochure for the Language Line Interpretation Service and have them select the language that they understand (the languages are written in both the native language and in

English). Staff members can call the Language Interpretation Service and asks for the appropriate interpreter as pointed out by the customer. Staff members can utilize a speaker phone so both the staff member and the customer can be on the line at the same time. Flyers offering the Language Line Interpretation Service will be posted in the Administrative Offices. Additionally, where best appropriate, staff employees will also utilize Google Translator Interpretation Service from their computers and/or as application on their cell phones.

- Bureau Refugee Services – the Ames Area MPO as needed, will work with the Bureau of Refugee Services.
- The City of Ames has developed a list of all City employees that speak, write, or read a language other than English fluently. The City of Ames may contact employees on this list for interpretation services as their schedule permits. A current list will be maintained in the in the Human Resources internal website.
- The Ames Area MPO will also allow LEP persons to use an interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the Language Line interpretation services offered by the Ames Area MPO.
- The MPO web page has the ability to allow its information to be translated into different languages by selecting the language of choice.

Monitoring and Updating the LEP Procedures Manual

The LEP procedures manual will be reviewed and updated as necessary by the Ames Area MPO administrator and staff. The LEP procedures manual will be available to all Ames Area MPO staff that has contact with the public.

Committee membership

The Ames Area MPO utilized a focus group for the duration of the Ames Mobility 2040 Long Range Transportation Plan active from September 2014 through September 2015. For this group, the MPO reached out to targeted organizations who selected their own representation.

Body	Caucasian	Latino	African American	Asian American	Native American	Two or More
Population	82%	4%	3%	9%	0%	2%
Ames Mobility 2040 Focus Group	100%	0%	0%	0%	0%	0%

Subrecipient compliance

To comply with Title VI requirements, all subrecipients of the Ames Area MPO must also comply with Title VI requirements. To demonstrate compliance with Title VI, the Ames Area MPO does the following to ensure compliance:

- collects and stores Title VI programs from subrecipients and reviews the programs for compliance for the following:
 - A copy of the subrecipient Title VI notice to the public including a listing of posting locations,
 - A copy of the subrecipient instructions to the public on how to file a Title VI complaint along with a copy of the form,
 - A list of all Title VI transportation related investigations, complaints or lawsuits filed with the subrecipient since the last submission related to the FTA funded project,
 - A public participation plan that includes an outreach plan to engage minority and LEP populations and a summary of outreach efforts made since the last submission,
 - A copy of the subrecipient LEP plan,

- Membership of non-elected planning boards/councils/committees for transit-related projects, including racial breakdown and a description of efforts to encourage minority participation,
- A copy of the Title VI equity analysis during the planning stage for facility projects,
- Copy of the subrecipient's governing board approving the Title VI program.
- collects and stores Title VI programs,
- As required, asks subrecipients to verify that their level and quality of service is provided on an equitable bases.

The Ames Area MPO monitors both contractors and subrecipients for Title VI compliance as required by Federal regulations. Currently the Ames Area MPO does not have any subrecipients.

Subrecipients are required to electronically file an annual Title VI report to the Ames Area MPO Administrator, and are subject to a desk or site review at any time. The Ames Area MPO will check all listed elements for compliance and offer a notice of concurrence that the program complies with Title VI requirements.

Demographic Profile

The following table documents the minority populations in the aggregate within the Ames Urbanized Boundary as defined in the 2010 U.S. Census.

Population by Race/Ethnicity	Population	Percent of Urbanized Area
White	51,006	82.2%
Hispanic	2,240	3.61%
Black or African American	1,972	3.18%
American Indian and Alaskan Native	53	0.09%
Asian	5,553	8.95%
Other	11	0.02%
Two or More	1,212	1.95%
Total	62,047	100%

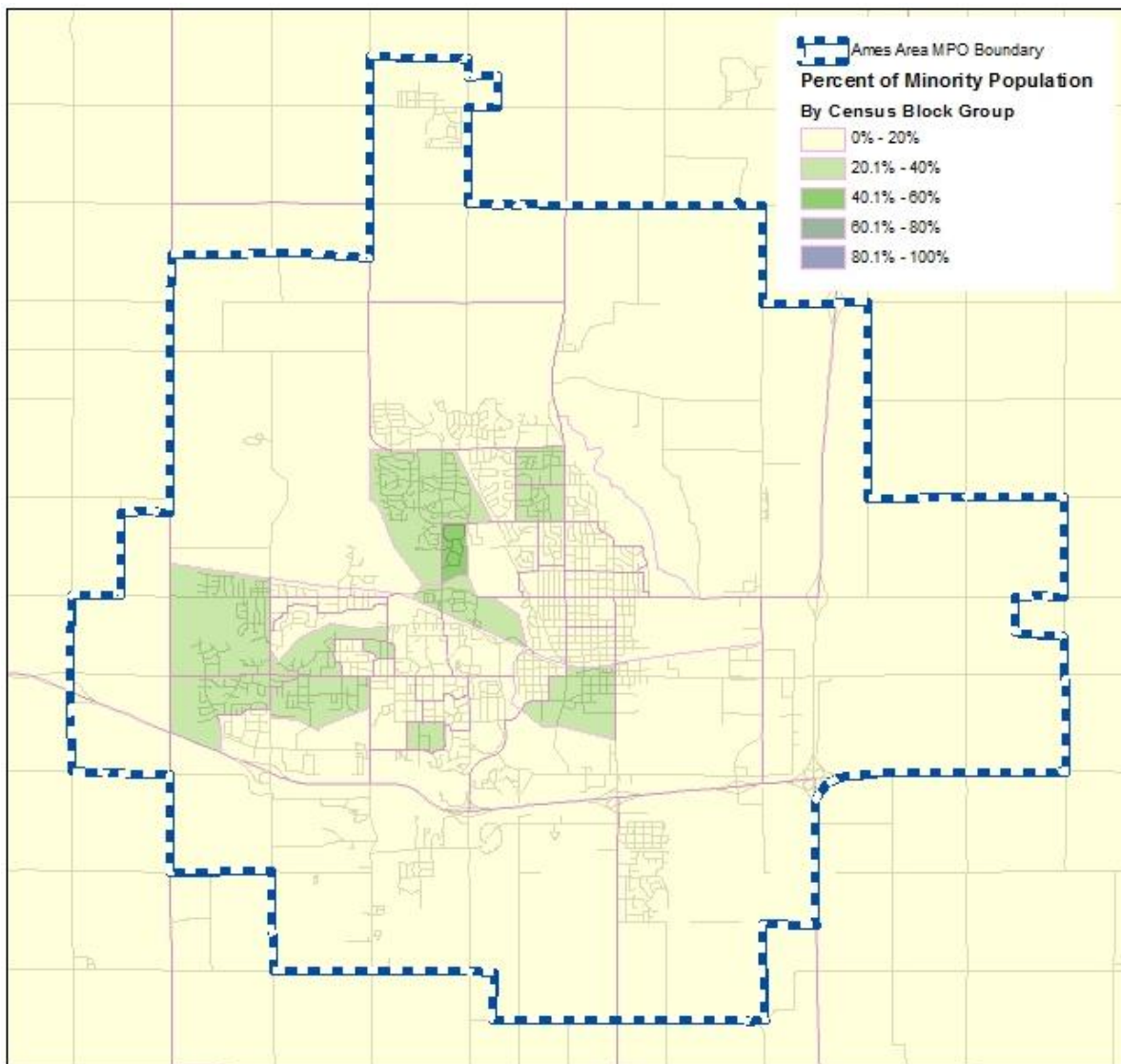
ACS demographic and Housing Estimate, Ames, IA Urbanized Area, 2010

Procedures for an Inclusive Planning Process

Planning activities are conducted in centralized locations with ADA accessible rooms and along CyRide routes. Transportation Policy Committee meetings are held in an ADA accessible room at the Ames City Hall and are televised on Ames Channel 12. Video records of meetings are also available on demand at www.cityofames.org as well as the AmesChannel12 YouTube channel.

Demographic maps

Demographic maps that overlay the percent minority and non-minority populations as identified by Census or ACS data, at Census tract or block group level, and charts that analyze the impacts of the distribution of State and Federal funds in the aggregate for public transportation purposes, including Federal funds managed by the MPO as a designated recipient



2010 U.S. Census – Census Block Group

Analysis identifying disparate impacts

The Ames Area MPO awards Surface Transportation Program (STP) and Transportation Alternatives Projects (TAP). An analysis to determine the impacts of the distribution of State and Federal funds in the aggregate for public transit purposes is required to identify any disparate impacts on the basis of race, color, or national origin. This analysis would be conducted for transit facility or transit station projects but does not include vehicles or bus stops. To date, the MPO has not awarded these funds to transit facility projects and therefore no impact has been identified.

Appendix

- A. Limited English Proficiency (LEP) document



City of Ames in Your Language



CITY OF
Ames[™]

**Language Communication Guidelines
to Ensure Equal Access to City Services
for People with Limited English Proficiency**



March 2014



LANGUAGE COMMUNICATION GUIDELINES

1-A. OVERVIEW

The City of Ames in utilizing federal funds will take affirmative steps to communicate with people who need services or information in a language other than English. Limited English Proficiency (LEP) persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are citizen's households who are eligible to participate and/or benefit from the various federally funded programs administer by the various City Departments (e.g. Planning & Housing (CDBG Funds); Cy-Ride (Transportation funds); Public Works (DOT Funds); Police (Homeland Security funds); Fleet and Facilities (Department of Energy funds) Water and Pollution Control (Environmental Protection Agency) and others that may receive funds in the future.

2-B. ASSESSING NEED FOR PROGRAM ACCESS:

Each City Department that receives federal funding will conduct a Four Factor Analysis (FAA) in determining the need for program access for persons of LEP based on the program and/or project being administered as follows:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program(s) administered through the above departments and others;
2. The frequency with which LEP persons come into contact with the program(s);
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available to the program/recipient and costs.

The City has conducted a Four-Factor Analysis (FFA), which serves as the guide for determining which language assistance measures the City of Ames will undertake to guarantee access to its various federally funded programs. The data used in the FFA is from the 2008-12 American Community Survey (ACS) Estimate. The ACS data revealed that the **1.23 percent** of people in the City of Ames **do not** speak English as their primary language and who have a **limited** ability to read, write, speak or understand English. This percentage **does not** meet the threshold that would require the City to develop a specific Language Assistance Policy (LAP). However, the City being a proactive and a responsive government is creating **Language Communication Guidelines** for Limited English Proficiency (LEP) persons to access services and programs provided by the City of Ames.

3-C. The City of Ames' LANGUAGE COMMUNICATION GUIDELINES (LCG)

The City of Ames has established the following **Language Communication Guidelines** for Limited English Proficiency (LEP) persons to ensure compliance with the 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 requirement and guides,

the City of Ames must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).

4-D. SAFE HARBORS

In accordance with the safe harbors for LEP persons, the cities must translate written documents for groups that are at least 5% of the eligible population, or 1,000 persons, whichever is less.

If there are fewer than 50 persons in a language group that reaches the 5% trigger above, cities are not required to translate the vital written materials, but should provide written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

DOCUMENT TRANSLATION

- a. The City of Ames seeks to have available all translated documents that have been made available by the various federal agencies providing funding to the City.
- b. As necessary, per the results of the above analysis, the City of Ames may continue to offer documents in other languages as the analysis above reveals is necessary and/or upon a reasonable request from the Agency's customers or service providers serving our mutual customers.
- c. The City of Ames will evaluate the need for posting announcements in the most common languages encountered.

CURRENT RESOURCES OFFERED:

The City of Ames currently offers the following resources to ensure access to LEP persons:

1. Oral Interpretation Service –
The City of Ames offers the Language Line Interpretation Service. If there is a non-English speaking individual that comes into a city department, staff can show them the brochure for the Language Line Interpretation Service and have them select the language that they understand (the languages are written in both the native language and in English). Staff members can call the Language Interpretation Service and asks for the appropriate interpreter as pointed out by the customer. Staff members can utilize a speaker phone so both the staff member and the customer can be on the line at the same time. Flyers offering the Language Line Interpretation Service will be posted in the Administrative Offices.

Additionally, where best appropriate, staff employees will also utilize Google Translator Interpretation Service from their computers and/or as application on their cell phones.

2. Bureau Refugee Services – the City of Ames as needed, will work with the Bureau of Refugee Services.
3. The City of Ames has developed a list of all City employees that speak, write, or read a language other than English fluently. The City of Ames may contact employees on this list for

interpretation services as their schedule permits. A current list will be maintained in the in the Human Resources internal website.

4. The City of Ames will also allow LEP persons to use an interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the Language Line interpretation services offered by the City of Ames.
5. The City's web page has the ability to allow its information to be translated into different languages by selecting the language of choice.

STEPS TO ENSURE ACCESS TO LEP PERSONS/PROVIDING ONGOING NOTICE TO LEP PERSONS

1. The City will on an ongoing basis provide to its employees a copy of Thebigword (over the phone interpreting service) display posters and/or a table stand offering the Language Line Interpretation Service in their Administrative Offices.
2. The City will include the availability of the Language Line Interpretation Service in their announcements, informational packets and other media material when administering a project and/or program.
3. Additionally, where best appropriate, staff employees will also utilize Google Translator Interpretation Service from their computers and/or as application on their cell phones.
4. The City as needed will make outreach efforts for assistance with the Bureau of Refugee Services, Iowa State University and other organizations to provide assistance with LEP needs within our jurisdiction.

STAFF TRAINING

The City of Ames will conduct staff training periodically, either in a group setting or by written communication with staff. The following are the subjects will be reviewed during each training session:

1. Types of language translator services available;
2. How staff can obtain those services;
3. How to respond to Limited English Proficiency (LEP) callers;
4. How to respond to written communications from LEP persons; and
5. How to respond to LEP persons who have in-person contact with staff

MONITORING AND UPDATING THE LANGUAGE COMMUNICATION GUIDELINES

The City of Ames will monitor the effectiveness of its' Language Communication Guidelines Proficiency (LEP) Policy by reviewing information in the following areas on an bi-annual basis:

1. Reviewing the current available American Community Survey data to determine the LEP populations in the City of Ames jurisdiction and if threshold numbers have changed.

2. Have Departments monitor the frequency of encounters with LEP language groups that may come in contact through the administration of their projects and/or programs.
3. Continuing to conduct outreach to service providers to ensure awareness and access to the City of Ames' programs and services are known;
4. Reviewing and identifying available resources, including technological advances and associated costs imposed translation software the City of Ames is made aware of via e-mail notification, newsletters, web sites, etc.;
5. Reviewing whether existing services are meeting the needs of the LEP persons, by reviewing the annual use of the language line and any requests for translated materials made by customers and/or service providers;
6. Conducting annual staff training; and
7. Updating resources in the community that have been identified as sources for assistance to determine if they are still in operation and providing the same services to the community.



FOUR-FACTOR ANALYSIS and LANGUAGE ACCESS POLICY FOR LIMITED ENGLISH PROFICIENCY PERSONS CITY OF AMES, IOWA

Purpose: In compliance with Executive Order 13166, Ames has developed the following Language Access Policy (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failures to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Ames Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Ames will undertake to provide LEP customer access to the services provided by the various Departments in the City of Ames.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

The City of Ames utilized the data from The American Community Survey Data for 2008-2012- Age by Language Spoken at Home By Ability to Speak English for Populations 5 Years and Over (see table) to determine the populations that may need assistance with language skills to access and/or benefit from the various programs administered throughout the City using federal funding. However, all citizen participation activities are open to the general public.

Source: 2008-2012 American Community Survey – Story County, Iowa

General Characteristics of persons 5 years and older:

Total Population of persons 5 and older = 56,549
Population of persons 5 to 17 years = 5,297

Population of persons 18 to 64 years = 46,661
Population of persons 64 years and older = 4,591

Number and percent of Spanish-speaking Population = 1,211 or 2.0%

Number and percent of persons speaking other Indo-European languages = 1,298 or 2.3%

Number and percent of persons speaking Asian and Pacific Islander languages = 3,461 or 6.12%

Number and percent of persons speaking other languages = 261 or 0.4%

Characteristics of Persons 5 and Older Who Speak a Language other than English at Home:

Spanish-speakers: Speak English “very well” and “well” = 1,109; speak English “not well” or “not at all” = 102 persons or 0.18%

Speakers of other Indo-European languages: Speak English “very well” and “well” = 1,229; speak English “not well” or “not at all” = 69 persons or 0.12%

Speakers of Asian and Pacific Island languages: Speak English “very well” and “well” = 3,029; speak English “not well” or “not at all” = 449 persons or 0.79%

Speakers of other languages: Speak English “very well” and “well” = 257; speak English “not well” or “not at all” = 4 persons or 0.002%

Total persons who speak English “not well” or “not at all” = 624 persons or 1.23% of total population

*Age by language spoken at home by ability to speak English for population 5 years and over.
American Community Survey 2008-2012, City of Ames, Story County, Iowa

Other languages = Based on the above languages do not have sufficient information to determine the number of persons that speak a certain type of language. For example, other Indo European languages could include languages such as Indian, Hindu, and several other languages. Data is not available for each specific language; therefore, the City of Ames is unable to determine the percentage of number of persons.

2. The frequency with which the LEP persons come into contact with the program.

The City of Ames administers various projects that utilizing federal dollars, each Department receiving these funds will identify in their individuals programs the nature of the projects that residents are likely to have considerable direct contact with the project or program and its staff.

3. The nature and importance of programs, activities, or services provided by the Department.

Some of the projects administered with federal funding do provide direct assistance to beneficiaries related to housing, utilities, transit, infrastructure, emergency services and protection, etc.; therefore, the nature of the activity or service is of significant importance to all eligible residents.

Other services administered with federal funding do not provide direct assistance to individuals (e.g. public infrastructure, construction and maintenance, and similar type projects). As a result, LEP persons rarely come into contact with these City programs. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

Currently, the City of Ames web site can be utilized to translate information into various languages posted on this site. Additionally, the City offers the following services:

- a. Oral Interpretation Service – The City of Ames has contracted a Language Line Interpretation Service. If there is a non-English speaking individual that comes into the office, staff members can show them the brochure for the Language Line Interpretation Service and have them select the language that they understand (the languages are written in both the native language, and in English). The staff member can call the Language Interpretation Service and asks for the appropriate interpreter as pointed out by the customer. Staff can utilize a two line (head set) system or speaker phone so both the staff member and the customer can be on the line at the same time. A flyer indicating that the Language Line Interpretation Service will be provided to all City employees at their workstations. The flyer is also posted at customer contact areas in each Department.*
- b. In order to ensure that any limited English or non-English speaking resident receives equal access to services, the City of Ames will display in those Departments with service desk the "I Speak" posters to provide assistance.*
- c. The City of Ames has developed a list of all City employees that speak, write, or read a language other than English fluently. The City of Ames may contact employees on this list for interpretation services as their schedule permits. See attached list.*
- d. The City of Ames permits LEP persons to use an interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the Language Line Interpretation Service offered by the City of Ames.*

Additionally, many of the common forms used in the implementation of a City programs are available in multiple languages on the HUD, DOL, and other federal websites. Therefore, limited Language Access Policy (LAP) measures are reasonable given the resources available to City of Ames.

In conclusion, based on the data collected from *The American Community Survey Data for 2008-2012- Age by Language Spoken at Home By Ability to Speak English for Populations 5 Years and Over*, the populations in the City of Ames currently **do not meet** the 1,000 or 5% LEP persons threshold for any languages or language(s) identified, therefore the City is not required to a Language Access Plan (LAP) for its jurisdiction. However, the City of Ames will adopt a Language Communication Guidelines. The Four-Factor Analysis (FFA) will be kept in the City's Fair Housing and Equal Opportunity Plan and a copy of the FFA will also be provided to the City's Affirmative Action Officer.

Certification: Based on the above Four-Factor Analysis, the City of Ames is **not** required to develop a Language Access Plan (LAP).

However, the City of Ames will implement **Language Communication Guidelines** to provide reasonable attempts to accommodate Limited English Proficiency (LEP) persons to gain access to services, programs and other activities provided by the City of Ames.

Chief Elected Official

Ann H. Campbell
Ann H. Campbell, Mayor

3-25-14
Date

Diane R. Voss
Attest: Diane Voss, City Clerk

3-25-14
Date

Age by Language Spoken at Home by Ability to Speak English for Population 5 Years and Over

City of Ames, Story County, Iowa
(2008-2012 American Community Survey Estimate)

	5 to 17	18-64	65 & Over	Total Population 5 and over	Percent of Total Population est. population
Total Population	5,297	46,667	4,591	56,549	
Speak Spanish	117	1,058	36	1,211	
Speak English "very well" and "well"	116	951	36	1,103	
Speak English "not well"	1	79	0	80	
Speak English "not at all"	0	22	0	22	
Sub-total speakers that speak English "not well" or "not at all"	1	101	0	102	0.18
Speak other Indo-European language	98	1,068	132	1,298	
Speak English "very well" and "well"	98	1,025	106	1,229	
Speak English "not well"	0	43	26	69	
Speak English "not at all"	0	0	0	0	
Sub-total speakers that speak English "not well" or "not at all"	0	43	26	69	0.12
Speak Asian/Pacific Island language	341	3,034	86	3,461	
Speak English "very well" and "well"	322	2,700	7	3,029	
Speak English "not well"	13	317	40	370	
Speak English "not at all"	23	17	39	79	
Sub-total speakers that speak English "not well" or "not at all"	36	334	79	449	.079
Speak other languages	47	205	9	261	
Speak English "very well" and "well"	47	201	9	257	
Speak English "not well"	0	4	0	4	
Speak English "not at all"	0	0	0	0	
Sub-total speakers that speak English "not well" or "not at all"	0	4	0	4	0.01
Grand Total of people 5 and over who speak English "not well" or "not at all"	37	482	105	624	1.23

List of Interpreters within the City of Ames to assist with non-English speakers or speech/hearing impaired:

<u>Language</u>	<u>Dept.</u>	<u>Contact info.</u>
Spanish		
Paul Sandoval	Fire	X 5108
Amber Rozeboom	Police	X 5133
Blake Marshall	Police	X 5133
Julie Huisman	HR	X5199
Nicki Hayes	Utility Customer Service	X5226
French		
Dominic Roberge	PW	X 5278
Neal May	Elec. Eng.	X 5207
German		
Brian Phillips	CMO	X 5227
Mandarin Chinese		
Sue Xia	Finance-Accounting	X5212
Welsh		
Brian Phillips	CMO	X 5227

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

OCTOBER 13, 2015

The Regular Meeting of the Ames City Council was called to order by Mayor Ann Campbell at 6:00 p.m. on the 13th day of October, 2015, in the City Council Chambers in City Hall, 515 Clark Avenue. In addition to the Mayor, Council Members Gloria Betcher, Amber Corrieri, Tim Gartin, Matthew Goodman, Chris Nelson, and Peter Orazem and *ex officio* Member Sam Schulte were present.

PROCLAMATION FOR COMMUNITY PLANNING MONTH, OCTOBER 2015: Mayor Campbell proclaimed October 2015 as Community Planning Month. Accepting the Proclamation were Debbie Lee, Chairperson of the Planning and Zoning Commission; Planning and Housing Director Kelly Diekmann, and Planners Ray Anderson, Charlie Kuester, Karen Marren, and Justin Moore.

GOVERNMENT FINANCE OFFICERS ASSOCIATION DISTINGUISHED BUDGET PRESENTATION AWARD: The Mayor presented the Award to Finance Director Duane Pitcher and Budget Officer Nancy Masteller. Mr. Pitcher reported that the City had received this Award for the past 31 years.

CONSENT AGENDA: Mayor Campbell pulled Item No. 23 (requests pertaining to ISU Homecoming) to allow for a presentation by the applicants. Council Member Gartin requested that Item 18, the Memorandum of Understanding with Friends of Roosevelt Park, be pulled for separate discussion.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of September 22, 2015, and Special Meetings of September 29, 2015, and October 1, 2015
3. Motion approving certification of civil service applicants
4. Motion approving Report of Contract Change Orders for September 16-30, 2015
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – London Underground, 212 Main Street
 - b. Special Class C Liquor – Le’s Restaurant, 113 Colorado Avenue
 - c. Class C Beer & B Wine – Aldi, Inc. #48, 1301 Buckeye Avenue
 - d. Class E Liquor, C Beer, & B Wine – Target Store T-1170, 320 South Duff Avenue
 - e. Special Class C Liquor – Creative Spirits Ames, 4820 Mortensen Road, Ste. 101
 - f. Class C Liquor – The Other Place, 631 Lincoln Way
6. Motion approving 5-day Class C Liquor License for Olde Main at ISU Alumni Center, 420 Beach Avenue (October 30-November 3)
7. Motion approving Ownership Change of Class C Beer and Class B Wine Licenses for Aldi, Inc., #48, 1301 Buckeye Avenue
8. Motion approving Ownership Change of Special Class C Liquor License for Creative Spirits, Inc., 4820 Mortensen Road, Ste. 101
9. Motion approving Ownership Change of Special Class C Liquor License for The Other Place, 631 Lincoln Way

10. Motion approving Class E Liquor License, Class B Wine and Class C Beer Permit for CVS Pharmacy, 2420 Lincoln Way
11. Motion approving Encroachment Permit for sign at 2420 Lincoln Way
12. Motion directing City Attorney to draft ordinance to set parking regulations for new and/or extended streets
13. RESOLUTION NO. 15-609 approving and adopting Supplement No. 2015-4 to *Municipal Code*
14. RESOLUTION NO. 15-610 approving appointment of Natalie Carran to fill vacancy on Ames International Partner Cities Association
15. RESOLUTION NO. 15-611 approving U.S. Highway 69 Detour Agreement with Iowa Department of Transportation
16. RESOLUTION NO. 15-613 approving Quarterly Investment Report for period ending September 30, 2015
17. RESOLUTION NO. 15-614 approving Accountable Care Organization 2016 Pilot Program with Wellmark for Human Resources
18. RESOLUTION NO. 15-615 approving second extension of Purchase Agreement with Habitat for Humanity of Central Iowa for the property at 1109 Roosevelt Avenue
19. RESOLUTION NO. 15-616 authorizing Release of Assessment and Utility Connection Fee Obligation for Lot 14, Eastgate Subdivision
20. RESOLUTION NO. 15-619 approving preliminary plans and specifications for WPC Asphalt Drive Re-Paving Project; setting November 12, 2015, as bid due date and November 24, 2015, as date of public hearing
21. RESOLUTION NO. 15-620 waiving Purchasing Policies and approving single-source purchase of Radar Systems for Multi-Modal Roadway Improvements from Brown Traffic Products, Inc., in the amount of \$73,280
22. RESOLUTION NO. 15-621 approving contract and bond for GT1 Combustion Turbine-Generator Preaction Sprinkler System, Carbon Dioxide System, and Fire Alarm Upgrade
23. RESOLUTION NO. 15-622 approving contract and bond for 2015/16 Bridge Rehabilitation Program (6th Street Bridge Over Squaw Creek)
24. RESOLUTION NO. 15-623 approving Change Order No. 1 with Emerson Process Management Power & Water Solutions, Inc., of Pittsburgh, Pennsylvania, for replacement parts for Unit No. 8 Control Cabinet Repairs
25. RESOLUTION NO. 15-624 approving Change Order No. 2 (piping changes, bypass structure changes, and hydrant valves) with S. M. Hentges for Ames Water Plant Construction Project - Contract 1 in the amount of \$21,687.60
26. RESOLUTION NO. 15-625 accepting completion of Power Plant Unit #7 Feedwater Heater Replacement
27. RESOLUTION NO. 15-626 accepting completion of Northridge Heights Park Improvements
28. RESOLUTION NO. 15-627 accepting completion of 2014/15 Mortensen Road Improvements (South Dakota Avenue to Dotson Drive)
29. RESOLUTION NO. 15-628 accepting completion of 2012/13 Concrete Pavement Improvements Contract #2 (Southeast 5th Street)
30. RESOLUTION NO. 15-629 accepting final completion of WPC Facility Switchgear Control Replacement Project

31. Northridge Heights Subdivision, 18th Addition:

- a. RESOLUTION NO. 15-630 waiving requirement for financial security for sidewalks
- b. RESOLUTION NO. 15-631 approving Final Plat

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

MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF ROOSEVELT PARK: Council Member Gartin commented that he and other Council members had attended the “open house” of the newly constructed Roosevelt Park. On behalf of the entire Council, Council Member Gartin expressed appreciation of the new Park and acknowledged the hard work of the neighborhood residents and others who were and continued to be involved.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 15-612 approving the Memorandum of Understanding with Friends of Roosevelt Park.

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

REQUESTS FROM STUDENT ALUMNILEADERSHIP COUNCIL FOR ISU HOMECOMING, OCTOBER 20 - 31: Courtney Current, Advisor for SALC; Kensie Noble, Homecoming General Co-Chair; and Lisa Friesth, Homecoming General Co-Chair, were present. Ms. Noble described some of the events that will occur during ISU Homecoming week, October 25 - 31, and specifically highlighted those that will occur on October 30.

Council Member Betcher recalled that when the City Council gave its approval for fireworks to be shot off at Midnight after last year’s discussion of Homecoming Week requests, it had requested that the Homecoming Committee discuss moving the fireworks display to occur earlier in the evening, rather than at Midnight. Ms. Current said they had just learned of that request when they came to the City Clerk’s Office to complete the Special Event applications required for this year’s Homecoming events. She said that the Committee would like to continue the tradition of ISU fireworks at Midnight. It is a very well-attended event and a large part of the Homecoming Week festivities. Ms. Betcher asked that the Committee note, for next year, that there should be a robust discussion around moving fireworks to begin earlier, perhaps around 10 PM. Ms. Betcher explained that the noise really does impact people, especially small children and pets, in the South Campus Neighborhood. Ms. Noble stated that they had asked the pyrotechnician for more ground-effect fireworks this year, as they are much quieter. Ms. Current said that they will definitely note the request of the City Council in their notes for next year’s Committee.

Moved by Corrieri, seconded by Nelson, to approve the following:

- a. RESOLUTION NO. 15-617 approving closure of portions of Ash Avenue, Gable Lane, Gray Avenue, Pearson Avenue, and Sunset Drive between 7:30 p.m. and 10:30 p.m. on Friday, October 30
- b. RESOLUTION NO. 15-618 approving closure of on-street parking on portions of Ash Avenue, Gable Lane, Gray Avenue, Pearson Avenue, and Sunset Drive from 7:00 p.m. Thursday, October 29 to 10:30 p.m. on Friday, October 30

- c. Motion approving temporary obstruction permit for area inside Ash Avenue, Gable Lane, Gray Avenue, Pearson Avenue, and Sunset Drive, as well as for Greek Triangle
- d. Motion approving Fireworks Permit for ground effects fireworks shoot on Central Campus at Midnight on October 30

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

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

SOUTH WILMOTH AVENUE URBAN REVITALIZATION AREA: City Planner Charlie Kuester advised that Breckenridge Group is requesting the designation of 101, 105, 107, and 205 S. Wilmoth Avenue as an Urban Revitalization Area (URA). The proposed URA would comprise the former North Parcel (205 S. Wilmoth Avenue) as well as three additional parcels (101, 105, and 107 S. Wilmoth Avenue). The property at 205 S. Wilmoth is a vacant piece of land while the three other parcels have vacant residential structures on them. It was noted by Mr. Kuester that the Settlement Agreement with Breckenridge Group, approved on July 28, 2015, committed the City to granting tax abatement for its project on the North Parcel provided that Breckenridge met the eligibility criteria of the Urban Revitalization Plan. Planner Kuester reviewed the components of the Draft Urban Revitalization Plan. He noted that the Draft Plan includes the 12 criteria approved by the City Council on August 11, 2015, meeting and one additional criteria pertaining to leasing requirements, as directed by the Council.

Mr. Kuester noted that the City Council had also directed staff to come back with a recommendation on how to accomplish getting an easement for a bike path. One example identified by staff was the South Lincoln URA, which includes an optional criterion of providing public space as an “Activity Node;” that is indicated on the adopted South Lincoln Sub-Area Plan. Director Diekmann reviewed other means of acquiring an easement or providing for the path, i.e., could be part of a contract rezoning process, subdivision approval, or potentially with a Major Site Plan approval. He advised that the Council could direct staff to come back with a recommendation on how to accomplish getting an easement for a bike path.

Council Member Gartin pointed out that Breckenridge had reviewed the criteria and feels that the additional 12 or 13 go beyond the expectations of the Settlement Agreement. He commented that he believed that the list of additional criteria was very reasonable when tax abatement would be granted, but asked staff to address whether what was being requested was past practice of the City. Director Diekmann replied that the first 12 directly relate to the three general categories of criteria that the City has required in past approvals of URAs. Item No. 13 detailed the percentage of commercial space that was to be occupied prior to final approval for tax abatement. According to Mr. Diekmann, that criterion is actually less restrictive than what was required for a project in Campustown. He advised that the criteria for South Wilmoth are basically defining standards that are actually contained in the Zoning Code and the performance expectations for granting tax abatement.

At the request of City Manager Schainker, City Attorney Judy Parks stated that there had been three general criteria (building elements, restrictions on use, and site development standards) discussed in preparation of the Settlement Agreement; the first 12 clearly fall squarely within one of those. The 13th

element pertains to the leasing requirements, which was a requirement placed by the Council during its discussion on August 11, 2015; is the only one that was not fully disclosed at that time. Council Member Betcher reiterated that similar criteria were required in the Campustown URA Plan.

City Manager Schainker requested Director Diekmann to explain how the City could acquire an easement for construction of a bike path. Mr. Diekmann noted that the Council had inquired as to how the City could acquire the right to build a bike path along the south property line. He pointed out that the Long-Range Transportation Plan went into effect yesterday, October 12, 2015, and bike paths are incorporated into that Plan. The City uses this Plan as its bicycle plan. Mr. Diekmann also noted the recent adoption of the Ordinance pertaining to missing infrastructure required providing missing infrastructure, including shared use paths. He is not sure whether Breckenridge will be subdividing or not, but suggested that a text amendment to the Subdivision Ordinance be adopted to include a reference to the Long-Range Transportation Plan to clarify the use as a bicycle plan. According to Director Diekmann, staff believes that providing an easement for the bike path would not be an impediment to the developers when developing the area due to existing easements and alley right-of-way.

At the inquiry of Council Member Betcher, Police Chief Chuck Cychosz addressed Criterion No. 9 pertaining to the requirement to receive and maintain certification for the Iowa Crime-Free Multi-Housing Program administered by the Ames Police Department. Chief Cychosz explained the Iowa Crime Free Multi-Housing Program. He said that it is an international program consisting of three components: training for the property managers; a site survey where staff looks at lighting, door installation, and the overall safety of the property; and a meeting is held with the property manager, tenants, and Police Department staff on ways to stay safe. According to Chief Cychosz, it is best to institute the program during the design phase of a development. Ms. Betcher asked if the City had authority to ensure that this criterion will be followed. Director Diekmann explained that the project must receive and maintain certification for the tax abatement to begin and continue. Ms. Betcher pointed out that the certification would cover some of the concerns, e.g., adequate lighting and other safety features, of the College Creek/Old Ames Middle School Neighborhood.

Trevin Ward, 2610 Northridge Parkway, #201, Ames, said he was speaking on behalf of the Ames Bicycle Coalition (ABC). Mr. Ward advised that it is the ABC's position that the easement for a multi-use trail along the south side of the property must be guaranteed. He said it was the highest-ranked trail in the Long-Range Transportation Plan. According to Mr. Ward, tax-abatement code allows for essential transportation facilities, and the ABC believes that the multi-use trail is an essential transportation facility that is not currently being met. Mr. Ward stated that a well-integrated green space along the south boundary of the property would create much more integration into the neighborhood than shrubs. He urged the Council to direct staff to include the multi-use trail easement as part of the criteria.

Sharon Guber, 2931 Northwestern Avenue, Ames, spoke specifically regarding the bike path. She said that the College Creek/Old Ames Middle School Neighborhood would support the construction of the east-west bike path through the North Parcel with the condition that there be fencing along the southern boundary to prevent pedestrian and vehicular traffic down Hilltop. The fencing should be comparable to Reiman Gardens' black metal fencing on its north and east sides. Ms. Guber said she also hoped that the City Council would remain open to criteria that add to or blend in with safety requirements for residential housing. She noted that the Campustown URA had 15 criteria that had to be met before tax abatement was granted.

Council Member Betcher noted that she had heard additional public input on the URA at this meeting. She cited her concerns over staff alluding to including only three general criteria that had been discussed with the developer and asked the City Attorney how valid public input is if the City is bound by the only those three general criteria. City Attorney Parks stated that the parties had to be reasonable and must act in good faith. One way to do that is to have advance disclosure of the potential criteria and good faith can be shown that the explicit details of the criteria fit into the three general criteria categories. It was her opinion that, with a hearing consistent with that general rule, the City is not shutting down the public discourse.

Council Member Goodman read an excerpt of the letter dated October 7, 2015, from Brian Torresi of the Davis Brown Law Firm, who represents Breckenridge Development. In the letter, it was stated that Breckenridge had rejected the imposition of the list of eligibility criteria and contended that such imposition was a breach of the implied duty of good faith and fairness with respect to the Settlement Agreement dated August 3, 2015. Mr. Goodman asked the City Attorney if it would be possible for Breckenridge to file a lawsuit if there were to be a disagreement over what criteria were reasonable. City Attorney Parks advised that Breckenridge is always capable of filing a lawsuit as there will always be some gray area. Mayor Campbell pointed out that the 12 criteria fit under the three general criteria that had been disclosed to Breckenridge. City Attorney Parks said that she was comfortable that, with those criteria, the City was acting in good faith. Council Member Goodman noted that this developer had already “sued the City for doing what cities do,” and the City has spent two years defending its actions.

Council Member Orazem commented that he had never been in favor of requiring a certain percentage of commercial space that must be leased prior to occupancy. Council Member Betcher pointed out that there are commercial spaces that have sat empty for years and years as part of other projects that had been granted tax abatement. She felt the criterion would prevent that in this case.

Moved by Gartin, seconded by Orazem, to adopt Alternative 2, which is to amend the Draft South Wilmoth Avenue Urban Revitalization Plan and limit it to the first 12 items that are listed; and set November 24, 2015, as the date of public hearing for the adoption of the Plan and approval of the Urban Revitalization Area.

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

Council Member Goodman asked again to have the situation clarified regarding bike path easement. He specifically questioned whether it would be just as reasonable to allow the Long-Range Transportation Plan to be effective. Director Diekmann advised that the City really has no way to require the bike path unless the property develops. He suggested that the Council change the reference in the Code to the Ames Bicycle Plan; it would then be automatically a requirement of development.

Council Member Corrieri asked if there were any requests from the College Creek/Old Ames Middle School Neighborhood that would be addressed through another mechanism, i.e., at site plan approval. Director Diekmann said the only requirement is that the requirements must be objective. Issues of general compatibility would be required as part of the site plan process. Council Member Goodman asked if there were any design solutions to make the development more compatible with the existing neighborhoods. Mr. Diekmann listed the items requested by the Neighborhood that would not be addressed through any other City process: private security personnel and off-site traffic-calming devices. Landscaping, storm water management, and light pollution are covered by the Code.

Moved by Goodman, seconded by Corrieri, to include an additional criterion under the three general criteria specifically under the building elements that no balconies face south, west, or east on the perimeter of the property.

City Attorney Parks noted that the requirement pertaining to balconies appears to fit under one of the main three categories, i.e., building elements. Director Diekmann said that the requirement might be best addressed under site plan review. He suggested that staff not allow any balconies that face RL properties.

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

It was clarified that the criterion pertaining to the requirement that a certain percentage of commercial space be leased prior to occupancy was not being included. Council Member Betcher noted that she was still very much in favor of requiring a percentage of commercial space be occupied or leased; however, she would not be moving it again because it appeared that the Council was not entirely in favor of it.

SOUTHWEST ANNEXATIONS: Moved by Goodman, seconded by Corrieri, to direct staff to initiate the annexation of the Crane property, including the City water tower site, as a 100 percent consenting annexation as soon as a waiver of Crane's rights to withdraw the Petition is received by staff.

Chuck Peebles, 5198-240th Street, Ames, stated that he and his wife, Katie, are one of the three property owners in the area around the McCay properties. He advised that they really have no real understanding of what is going on with the annexation other than it has been proposed. Mr. Peebles said that he and his wife see no benefits coming their way if they were to annex, other than perhaps natural gas. He stated, however, that they believe it would cost them more to convert their house to natural gas than what they would save in the ten-year plan. Mr. Peebles said that he had spoken with Mr. McCay about purchasing a small part of his property to create a peninsula so they could stay out of the annexation if it moves forward. He said that their taxes would go up approximately 40% (about \$1,500), and they would not stand to benefit because there are no rural services.

Director Diekmann clarified that Mr. McCay had filed an Annexation Petition. He pointed out that the motion on the floor is to only include the annexation of the Crane property and would not include the McCay property. It would be at least two years before the McCay property would be annexed and that would only happen if Mr. McCay filed the Petition for Annexation and the other necessary documents (Annexation Agreement and Water Buy-Out Agreement).

Council Member Goodman encouraged the Peebles to stay involved because the McCay property might not appear to be a big deal at this time, but it could be in a couple years.

Council Member Goodman wanted to ensure that all affected property owners receive notification. Planner Kuester acknowledged that staff gets the names of property owners within a certain number of feet of the property in question from the County. Staff had discovered only three days ago that there was a "hole" in the County's database, so some affected residents might not have received notice. One of those was Mr. Moore.

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

Kim Christiansen, 2985 South Dakota, Ames, pointed out that the McCay agreement has not yet been prepared. He believes that that agreement was very important to the other property owners in the area, and he would like to have public input on that agreement. Mr. Christiansen also commented that, if involuntary annexation is going to be utilized, it is really important and only fair that City services be provided at that time. He clarified that water and sewer should be available immediately or at least within one year as part of any involuntary annexations. Mr. Christiansen also asked if Gilbert and Story County would have to give their approval. Director Diekmann stated that the agreement would be attached to the Subdivision request; adjacent property owners would receive notice, so the public could comment on it. He also noted that Gilbert and Story County would not be part of the approval process for the agreement.; the Fringe Plan gives that authority to Ames because it is part of a designated Urban Service Area.

Doug McCay, 3016 Burnham Drive, Ames, apologized to his neighbors for this issue coming up so quickly. He said he and his wife had been talking about moving into town for a year or two, and the opportunity arose for them to do so last fall. Mr. McCay said, ideally, they would have chosen to split off only 17.9 acres and sell it; however, the City has jurisdiction over this area, which is in the Southwest Priority Growth Area. He believed that all people living in the Southwest Priority Growth Area should know that there is the possibility of annexation. He noted that they had initially lived in a farmhouse outside of Ames for 24 years until the interchange was built. Mr. McCay had asked about the development of the area prior to them purchasing that home and was told the interchange was not in the plan for at least five to ten years, but that it could be a possibility in the five years after that. It did happen, but the McCays did not fight it because they lived close to the city limit boundary, and they knew that that could occur. Mr. McCay said he supports the agreement with the City not requiring annexation prior to October 2017; they have no problems with Alternative 2, as proposed by staff.

Director Diekmann noted that staff was recommending Alternative 2: Defer annexation of the McCay property at this time and direct Mr. McCay to file a Minor Subdivision application with binding agreements to seek annexation at the City's request.

Mr. Diekmann clarified that this option would defer the initiation of annexation of the McCay properties for at least two years from the date of this City Council meeting. The deferral would allow others in the Southwest Priority Growth Area to consider annexation at that future time and for the City to prepare the Master Plan for development in this Growth Area. According to Mr. Diekmann, the agreement would not require Mr. McCay to annex prior to October 13, 2017. He would be required to sign an agreement to cover the costs of the buy-out of rural water service territory.

Moved by Goodman, seconded by Corrieri, to defer annexation at this time and direct Mr. McCay to file a Minor Subdivision application with binding agreements to seek annexation at the City's request.

Director Diekmann reiterated that the agreement would not require Mr. McCay to annex prior to October 13, 2017.

Phil Iasevoli, 3108 South Dakota Avenue, Ames, asked that the neighbors receive notice more timely than a week before the meeting, which was held on September 24, and that the meetings be held in the evening as most of the affected residents work. He said that if they are annexed in the future, the residents would like to have services, e.g., water, sewer, fire protection. He referenced the response time of emergency vehicles if properties around him are annexed, especially between 4 and 6 p.m. as traffic

backs up on the interchange clear back to Highway 30. Mr. Iasevoli suggested that the City begin to look at the possibility of building another fire station in that area if it was going to continue to look at annexation of properties.

Christine Houser, 3505-245th Street, Ames, explained that her father had lived on the land for nearly 70 years. She asked if property owners who had horses and cattle would have to get rid of them if their properties were annexed. Director Diekmann advised that there are no animal control laws; there is no prohibition on horses, cows, or chickens.

Mr. Peebles noted that the only property that is agricultural is the McCay property; the other three (Peeble, Frame, and Moore) are residential. He felt that if property is brought in, tax abatement should be granted until City services are rendered.

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

2320 LINCOLN WAY (GILBANE DEVELOPMENT COMPANY): Planning and Housing Director Diekmann advised that the Gilbane Development Company was seeking approval of its mixed-use project with alternative methods of meeting the fixed window requirement along Lincoln Way. Gilbane wants to ensure that its approach to sealing the windows along Lincoln Way is deemed to be an approach that provides equivalent performance to the fixed window standards of the tax abatement criteria. Mr. Diekmann noted that the Council previously reviewed the request on September 8, 2015, and declined to accept the windows along Lincoln Way with tamper-resistant screws as an equivalent method for securing windows compared to fixed windows.

According to Director Diekmann, the applicant originally sought compliance with the Mixed-Use, Design Criteria, and with the mandatory public safety elements with its request dated July 9, 2015. Staff from the Policy Department and Planning and Housing Department completed a site inspection of the building on August 12, 2015, and staff determined through the site inspection that the project complied with all of the tax abatement criteria with one exception to the fixed windows standard. The installed windows only included four tamper-resistant screws per window to keep them fixed shut. Staff did not find this to be a satisfactory design to ensure windows would not be opened as the system of screws could easily be defeated with minimal effort and tools. After the September 8, 2015, meeting, Gilbane demonstrated to the Police Chief and Planning Director the window that included epoxy sealant in the tracks of the windows to seal the window. The Police Chief and Planning Director believe that the modified window with the epoxy sealant meets the expectation of a window that would not be operable and could not be opened without damaging the entire window system. The windows will also be modified to remove latches that give the appearance of it being an operable window. The applicant desires Council's concurrence on that approach and will immediately implement the measure to finalize the project for tax abatement eligibility.

Council Member Nelson asked how long it takes to seal a window. Russell Broderick, representing Gilbane, 2320 Lincoln Way, Ames, answered that it takes approximately 20 minutes/window.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 15-632 approving the sealed epoxy windows as an equivalent measure to fixed windows along Lincoln Way for the project at 2320 Lincoln Way.

Council Member Goodman stated that he would be abstaining from the vote due to a possible conflict of interest.

Council Member Betcher commented that she would not be voting in favor of the motion because she feels strongly that there are standards in place for a reason. She does not believe that people should be allowed to build things the way they want and then later ask for forgiveness. The standards should be followed, rather than later requesting substitutions.

Council Member Gartin said that it was his belief that this was inadvertent on the part of Gilbane. Ms. Betcher disagreed, stating that the plans had showed fixed windows. Also, when asked, the developers had said that they had built the building with the windows they have always used.

Roll Call Vote: 4-1-1. Voting aye: Corrieri, Gartin, Nelson, Orazem. Voting nay: Betcher. Abstaining due to a conflict of interest: Goodman. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

The meeting recessed at 8:10 p.m. and reconvened at 8:15 p.m.

SNOW/ICE CONTROL PROGRAM: Justin Clausen, Public Works Operations Manager, reviewed the Snow and Ice Removal Policy for the City. City Manager Schainker noted the significance of the creation of a single document that reflects the subject policies and procedures.

Moved by Goodman, seconded by Corrieri, to direct staff to add the interior streets of the Campustown area to the snow plowing priorities.

Council Member Nelson said he would like to have information on what that would do to other areas of the City.

Council Member Betcher asked for the specific boundaries. Council Member Goodman stated that it would be Lincoln Way to Storm and Ash and Hayward and the little section on Sheldon/Hunt.

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

STREET BANNER POLICY: Management Analyst Brian Phillips reminded the Council that, at its November 10, 2014, meeting, the Council had directed staff to develop a proposal to add the property at the east end of Main Street to the list of allowable sites to place a banner under the City's Street Banner Policy. An amendment to the Policy has been drafted. It incorporates similar standards already required in other locations. Staff proposed that the banners at the new location only be permitted to advertise events taking place within the Main Street Cultural District (MSCD) boundaries. Mr. Phillips reviewed the proposed revisions.

Council Member Betcher suggested that the new location be added to the first paragraph of the Street Banner Policy that lists the specific locations.

Moved by Goodman, seconded by Orazem, to approve a revision to the City's Street Banner Policy to add the east end of Main Street as an allowed banner location, with the addendum that the new location be clarified on the application and include a map.

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

CITY BRANDING: Public Relations Officer Susan Gwiasda noted that the Council had set one of its top goals to “Promote Economic Development” with an objective to “develop a brand communications plan.” In February 2015, the Council refined its focus to a more specific campaign that targeted young adults transitioning to families to relocate to Ames. The geographic market was identified by the Council as the Ames to Des Moines I-35 Corridor. A Request for Proposal (RFP) was developed. It required the branding campaign to be based on the community vision, vocabulary, and information gleaned from the 2011 Ames Community Vision process. Ms. Gwiasda reviewed the specific deliverables that were being sought.

According to Ms. Gwiasda, the RFP was issued to 33 firms with responses received from six. A committee comprised of City staff and local marketing professionals reviewed and ranked the six returned proposals. Each proposal was evaluated based on a combination of the cost, project understanding, clarity and content of the proposal, experience with similar projects and the creative methods used to accomplish the goals, qualifications of key personnel, and the proposed time line and work plan.

The proposal rankings and fees were listed out for the Council. Ms. Gwiasda advised that the top three firms were invited for interviews and asked to provide brief presentations. The firms were then ranked. Ms. Gwiasda detailed the proposals received from Red Dot Advertising + Design of West Des Moines, Chandlerthinks of Franklin, Tennessee; and ZLR Ignition of Des Moines.

Moved by Goodman, seconded by Nelson, to adopt RESOLUTION NO. 15-633 approving a contract with ZLR Ignition of Des Moines, Iowa, for the first phase of brand consulting services in the amount of \$55,000.

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

POWER PLANT GAS CONVERSION PROJECT: Electric Services Director Donald Kom introduced Justin Dodge, member of the EUORAB, and Jeff McKinney, consultant in the natural gas industry.

Mr. Kom explained that the contract in question is for the purchase of 14,000 MMBtu/day of natural gas Firm Throughput Service for nearly a ten-year contract period (January 1, 2016, to October 31, 2025). The Contract is for the purchase of the transportation of the gas to Ames and does not include the natural gas commodity. Mr. Kom said that staff had spent a substantial amount of time to determine how much firm service should be looked at. He described the key points of the final contract. It includes a one-time right to lower its quantity. The delivery point could be Ventura or Grundy. The company is offering a discount for Ames if it uses the Grundy Center delivery point. Grundy Center is a less liquid trading point, and the number of potential gas suppliers will be reduced.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 15-634 awarding a 10-year contract to Northern Natural Gas Company of Omaha, Nebraska, for Gas Transport Service to City’s Power Plant at an estimated amount of \$1,111,425 per year.

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

The second contract is for the purchase of 12,000 MMBtu/day of natural gas for Electric Services for contract period anywhere from 1, 3, 5, or 10 years, depending on which option is recommended by the City staff based on a financial analysis. It was noted that the subject contract is for the purchase of the natural gas commodity and does not include the transportation of the gas to Ames.

Mr. Kom explained that the pricing of natural gas can be done under several arrangements. The two types considered by the City were fixed-price and index pricing. Mr. Kom explained the differences between them. The difficulty with the fixed-price bid specifically is the time period that a bid is valid, which in this case, is less than 24 hours. Due to this, a very atypical process is being followed by City staff. The process was detailed by Mr. Kom.

Board Member Justin Dodge advised that the EUORAB is in favor of entering into a 5-year contract to Macquarie Energy LLC, Houston, Texas, for 12,000 Dth per day of natural gas with the delivery point being Grundy Center.

Moved by Betcher, seconded by Goodman, to adopt RESOLUTION NO. 15-635 to award 5-year contract to Macquarie Energy LLC of Houston, Texas, for 12,000 Dth per day for natural gas for the Power Plant at \$3.02/Dth.

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

CHANGE ORDER FOR POWER PLANT FUEL CONVERSION - CONTROL ROOM INSTALLATION GENERAL WORK: Electric Services Director Don Kom recalled that the City Council, on September 22, 2015, the City Council awarded a contract to Henkel Construction Company of Mason City, Iowa, for the Power Plant Fuel Conversion - Control Room Installation Contract. The first attempt to bid this project yielded no bids. Rebidding the project resulted in a two-month delay from the original schedule.

Moved by Goodman, seconded by Nelson, to adopt RESOLUTION NO. 15-636 approving Change Order No. 1 with Henkel Construction Company of Mason City, Iowa, for Power Plant Fuel Conversion - Control Room Installation General Work in the amount of \$66,782.

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

REQUEST FROM CITY OF GILBERT FOR WHOLESALE WATER AND/OR SEWER CONTRACT: Water and Pollution Control Director John Dunn stated that, on August 25, 2015, the City Council referred a letter to staff from the City of Gilbert requesting that the City of Ames consider a possible connection to and supply of water and sewer service from the City of Ames to the City of Gilbert; that letter was referred to staff. Gilbert is in the process of evaluating its options for expanding and improving its water and wastewater treatment systems. One of the options that their consultant had recommending was that they explore connecting to the City of Ames water and/or wastewater systems. Mr. Dunn advised that, currently, the City has two wholesale agreements for drinking water and four for wastewater. He summarized the quantities and revenues for those accounts over the past fiscal year and gave brief explanations of each contract. Mr. Dunn said that Gilbert's projected future average day demand of 147,500 gallons/day of drinking water would serve approximately 361 homes.

According to Director Dunn, in addition to utility-related issues, the provision of water and sewer service by Ames outside its city limits could have clear land use implications. Per the Fringe Plan, growth areas for Gilbert are on the south side of town (focused around Grant Avenue and approximately 1.5 miles north of the City of Ames). If the City of Ames were to provide utility services to Gilbert, it should be aware of its support of growth and to ensure Gilbert's growth is consistent with the Fringe Plan and only available to development within the boundaries of the town of Gilbert. Mr. Dunn also pointed out that, while care is always taken to develop contractual language that protects each party's interests, any contractual agreement runs the risk to either party of an unforeseen condition arising that was not anticipated or fully addressed by the agreement.

Moved by Goodman, seconded by Corrieri, to direct staff to tell Gilbert that the City of Ames is not interested in the deal at this time.

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

HEARING ON REZONING PROPERTY AT 516 SOUTH 17TH STREET: Mayor Campbell opened the public hearing. There being no one wishing to speak, the hearing was closed.

Planner Ray Anderson provided the background for this proposed rezoning. The subject site is approximately 12 acres and had a LUPP Amendment approved on October 14, 2014 that changed the site from Highway Oriented Commercial to Residential High Density on the Future Land Use Map. Mr. Anderson advised that there is no longer a defined project for construction on this property. The subject property is an undeveloped parcel accessed through the Aspen Business Park from the west end of S. 17th Street. An outlot is shown as reserved for future street right-of-way to accommodate the future extension of S. 17th Street to S. Grand Avenue. Of those four proposed lots, the developer proposes to construct 209 units total with a mix of 2-, 3-, and 4-bedroom apartment units; however, an exact design or mix of units is not known at this time.

It was pointed out that a review of the RH Checklist indicates the site has a variable mix of high and low ratings. The main areas with low ratings are transportation access and lack of details on project design and building types because it is a straight rezoning request.

Pertaining to bus ridership along S. 16th Street, the developer assumed that the property in question would be occupied half by students using the bus during the day. For this development, it was estimated that there would be a demand for ten riders during peak hours. CyRide provided comments that a standard bus has a capacity for 38 seated persons and 20 additional standing individuals. Adding ten riders may not always be accommodated in combination with demand from the other nearby bus stops or with needed seats at the Iowa State Center transport point.

Discussion ensued about the impacts on CyRide. Council Member Orazem noted that the developer has reduced density to lessen the impacts on CyRide and traffic.

Scott Randall, 420 S. 17th Street, Ames, stated that he had put in another lane on S. 16th Street, sidewalks, and bike paths.

Moved by Goodman, seconded by Gartin, to direct staff to return with a signed Development Agreement reflecting the conditions recommended by the Planning and Housing Commission prior to the first reading of the Ordinance for the proposed rezoning from Highway-Oriented Commercial to Residential

High Density for the property located at 516 S. 17th Street.
Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING ON REZONING PROPERTY AT 125 AND 130 WILDER AVENUE: The public hearing was opened by the Mayor. No one came forward to speak, and the Mayor closed the hearing.

Planner Karen Marren advised that the developer is requesting a Planned Residential Development (PRD) rezoning and approval of a Major Site Development Plan for two parcels to allow for the construction of a 40-unit town home development. To accommodate the development, the owner requested rezoning the two parcels from Convenience Commercial Node to Planned Residential District. According to Ms. Marren, a PRD is intended to promote housing variety that may differ in its design from a standard base zone. Approval of a PRD sets a base density standard for the development, but establishes most development standards through the approval of the Major Site Development Plan to allow flexibility in design.

According to Ms. Marren, the overall project includes 40 single-family attached housing units configured in buildings of two and four units with two and three bedrooms. The housing design is modeled after some townhomes designs found on the west side of Somerset along Bristol Drive and Northridge Parkway. There is a single point of access from Wilder Avenue with private access into the development parcels. Mr. Diekmann advised that the applicant no believes small scale neighborhood commercial will be developed in or on this site in the near term.

Debbie Lee, 214 S. Maple Avenue, Ames, spoke in favor of rezoning the property and approving the Major Site Development Plan.

Justin Dodge, Hunziker & Associates, 105 S. 16th Street, Ames, stated that the developer was asking the City Council to approve Alternative No. 2.

Moved by Goodman, seconded by Betcher, to pass on first reading an ordinance rezoning property at 125 and 130 Wilder Avenue from Convenience Commercial Node (CVCN) to Planned Residential District (F-PRD).

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

HEARING ON MAJOR SITE DEVELOPMENT PLAN FOR 125 AND 130 WILDER AVENUE: The public hearing was opened by Mayor Campbell. She closed the hearing when no one requested to speak.

Moved by Goodman, seconded by Betcher, to adopt RESOLUTION NO. 15-637 approving a Major Site Development Plan to allow for the construction of 40-unit town home development, with the following conditions:

- a. Approval of a Preliminary and Final Plat for creation of the proposed residential lots as depicted on the site plan
- b. Revision of the landscape plan to include the clustering of additional shrubs along the north property lines to meet the intent of the L3 screen buffer for the PRD
- c. Final approval of the landscape plan details by staff
- d. Add a stone or brick treatment to the foundation of the front facade of each building (approximately

150 square feet per unit)

- e. Add a porch that extends across half of the front facade of one town home unit for each building (total of 12 units).

Council Member Nelson said housing affordability is a key issue. He does not believe the brick requirement is necessary to the foundation of the front facade of each building. Council Member Gartin concurred. Discussion ensued as to whether to require the porch.

Roll Call Vote: 2-4. Voting aye: Betcher, Goodman. Voting nay: Corrieri, Gartin, Nelson, Orazem. Motion failed.

Moved by Gartin, seconded by Corrieri, to rezone the properties from Convenience Commercial Node (CVCN) to Planned Residential District (F-PRD) and approve the Major Site Development Plan, subject to the following conditions:

- a. Approval of a Preliminary and Final Plat for creation of the proposed residential lots as depicted on the site plan;
- b. Revision of the landscape plan to include the clustering of additional shrubs along the north property lines to meet the intent of the L3 screen buffer for the PRD; and
- c. Final approval of the landscape plan details by staff.

Roll Call Vote: 4-2. Voting aye: Corrieri, Gartin, Nelson, Orazem. Voting nay: Betcher, Goodman. Motion declared carried.

HEARING ON TEXT AMENDMENT TO CHAPTER 29 TO REVISE RESEARCH PARK AND INNOVATION ZONING DISTRICT TO INCLUDE MINIMUM HEIGHT STANDARD: Mayor Campbell opened the public hearing and closed same after no one came forward to speak.

Moved by Corrieri, seconded by Gartin, to pass on first reading an ordinance to include a minimum height standard in the Research Park and Innovation Zoning District in Chapter 29.

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

Moved by Gartin, seconded by Corrieri, to suspend the rules necessary for the passage of an ordinance. Roll Call Vote: 5-1. Voting aye: Betcher, Corrieri, Gartin, Nelson, Orazem. Voting nay: Goodman. Motion declared carried.

Moved by Goodman, seconded by Corrieri, to pass on second and third readings and adopt ORDINANCE NO. 4232 to include a minimum height standard in the Research Park and Innovation Zoning District in Chapter 29.

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

HEARING ON SCAFFOLDING AND RELATED SERVICES AND SUPPLY CONTRACT FOR POWER PLANT: The public hearing was opened by the Mayor and closed after no one requested to speak.

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 15-638 approving final plans and specifications and awarding contract to All American Scaffold of Des Moines, Iowa, for hourly rates

and unit prices bid, in an amount not to exceed \$55,000.

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

HEARING ON AMES/ISU ICE ARENA 2015 EVAPORATIVE CONDENSER REPLACEMENT PROJECT: Mayor Campbell opened the public hearing. No one came forward to speak, and the hearing was closed.

Moved by Goodman, seconded by Betcher, to accept the report of no bids.

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

HEARING ON AMENDMENTS TO FISCAL YEAR 2015/16 BUDGET: The public hearing was opened. The Mayor closed same after no one asked to speak.

Moved by Goodman, seconded by Gartin, to adopt RESOLUTION NO. 15-639 amending the current budget for Fiscal Year ending June 30, 2016, for carryover amounts from Fiscal Year 2014/15.

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

ORDINANCE REZONING WITH MASTER PLAN PROPERTIES IN IOWA STATE UNIVERSITY RESEARCH PARK, PHASE III: Moved by Goodman, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4229 rezoning with Master Plan properties in Iowa State University Research Park, Phase III, from Planned Industrial (PI) to Research Park Innovation District (RI).

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

ORDINANCE REZONING 2400 NORTH LOOP DRIVE: Moved by Goodman, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4230 rezoning 2400 North Loop Drive from Planned Industrial (PI) to Highway-Oriented Commercial (HOC).

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

ORDINANCE REZONING PROPERTIES AT 3505 AND 3515 LINCOLN WAY: Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4231 rezoning properties at 3505 and 3515 Lincoln Way from Highway-Oriented Commercial (HOC) and Residential Low Density (RL) to Highway-Oriented Commercial (HOC) with Lincoln Way Mixed-Use Overlay (O-LMU) Zone.

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

COUNCIL COMMENTS: Moved by Gartin, seconded by Goodman, to direct staff to place the requests of Ames Solar Initiative on a future agenda for discussion.

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

Moved by Gartin, seconded by Nelson, to refer to staff to place the issue of an Affordable Housing Conference on a future agenda for discussion.

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

Moved by Corrieri, seconded by Orazem, to refer to staff for a memo back to Council the letter from FOX Engineering pertaining to an issue with a property Dayton Avenue that is in the floodway.

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

Moved by Goodman, seconded by Corrieri, to refer to staff for preparation of a text amendment to reference the Long-Range Transportation Plan for bicycle facilities under Chapter 23.

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

ADJOURNMENT: Moved by Betcher to adjourn the meeting at 11:24 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

**MINUTES OF THE JOINT MEETING OF THE
AMES CITY COUNCIL AND THE IOWA STATE UNIVERSITY
STUDENT GOVERNMENT**

AMES, IOWA

OCTOBER 21, 2015

The Ames City Council met at 7:00 p.m. on the 21st day of October, 2015, in the Campanile Room of the Memorial Union, Iowa State University, pursuant to law with the following Council Members present: Gloria Betcher, Tim Gartin, and Matthew Goodman. Mayor Ann Campbell, *ex officio* Council Member Sam Schulte, City Manager Steve Schainker, City Attorney Judy Parks, Transit Director Sheri Kyras, and Management Analyst Brian Phillips were also present.

TRANSPORTATION: Following introductions led by *ex officio* City Council Member Sam Schulte, the floor was opened to questions regarding CyRide operations. Vice-Speaker Michael Snook asked for the City Council to explain where they foresaw CyRide contributions from each funder heading in the future. Mayor Campbell explained that the night prior had been a joint meeting with the CyRide Board to discuss that topic. The burden on CyRide is increasing as it tries to keep pace with enrollment. Council Member Goodman explained his view that every community has a responsibility for a basic network of transportation service. All funders should share equally in that burden. If users would like additional services beyond that level, there must be a discussion about how to split up those costs.

Council Member Peter Orazem arrived at 7:20 p.m.

Senator Robert Dunn indicated his desire to extend service on the Red Route farther west and eliminate the Purple Route. Transit Director Sheri Kyras explained the purpose of the Purple Route was to alleviate crowding on the Red Route and to serve the neighborhoods adjacent that area. Speaker Ben Crawford asked why, when students pay the majority of the CyRide fees, they do not control a majority of the seats on the CyRide Board. Mayor Campbell explained that when CyRide was established, it was a delicate balance among the City, students, and the University.

Senator Abbie Lang asked the City Council to explain the rationale for parking meter hours and why alternate-side parking rules were in effect year round in the area south of campus. City Manager Steve Schainker explained that meters are intended to recover the cost to operate the parking system and have been put into place at the request of business districts to create turnover and eliminate the possibility of people storing their cars in parking areas. President Dan Breitbarth asked why there was no on-street parking on Welch Avenue from three to six a.m. He suggested that it might incentivize drunk driving among those who drive to the bars and would otherwise leave the car in place. Mr. Schainker stated that the intent of the regulation is to allow for street cleaning and snow removal. Council Member Betcher stated that under the current regulations, no groups of users are entirely happy. She explained that Ames is transitioning to a more urban community, so parking may not remain the same. Mr. Schainker mentioned that the City is working to put together a Complete Streets team and will need assistance from the student community to build the program.

Senator Dunn indicated that he was appalled by the winter road conditions in Ames. Mr. Schainker explained that the reality is not to plow down to bare concrete, and that putting down excessive amounts of sand and salt was damaging to the environment. It is the responsibility of drivers to slow down as conditions deteriorate.

HOUSING: A Senator asked whether it was possible for the City to control rent charged by landlords. Council Member Orazem explained that the market is about a year behind the demand in responding with building new housing. President Breitbarth inquired as to the City's population absent the University's growth. Council Member Orazem explained that there has been growth across the board and mentioned that the City has added a disproportionately high number of private sector jobs recently. President Breitbarth asked how the City planned to accommodate that growth. Mayor Campbell explained that the City's present Land Use Policy Plan did not anticipate the significant increase in University growth. Council Member Orazem stated that the City was slow to annex land, which has affected housing prices. He suggested that, with the addition of the housing planned by the private sector, there could be downward pressure on rents. Council Member Goodman mentioned that in 1997, the philosophy changed to encourage intensification in Campustown, which is only now happening. Council Member Betcher added that the City is evaluating the development of the Lincoln Way corridor.

Senator Valentino asked if there were any changes planned in policy related to Greek housing. Mr. Schainker explained that in recent years there were changes to the parking standards, which allowed several Greek houses to build new, larger houses while still meeting the parking standards.

ADJOURNMENT: The joint meeting adjourned at 8:07 p.m.

Ann H. Campbell, Mayor

Diane R. Voss, City Clerk

Brian P. Phillips, Scribe

MINUTES OF THE AMES CIVIL SERVICE COMMISSION

AMES, IOWA

OCTOBER 22, 2015

The Ames Civil Service Commission convened in regular session at 8:15 a.m. on October 22, 2015, in the Council Chambers of City Hall, 515 Clark Avenue. Because it was impractical for the Commission members to be present in person, Commission Members Crum, Pike, and Ricketts were brought into the meeting telephonically. Assistant City Manager Bob Kindred and Human Resources Director Kaila Kenjar attended the meeting.

APPROVAL OF MINUTES: Moved by Pike, seconded by Ricketts, to approve the minutes of the Special Meeting of September 3, 2015, and the Regular Meeting of September 24, 2015, as written.

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

CERTIFICATION OF ENTRY-LEVEL APPLICANTS: Moved by Pike, seconded by Crum, to certify the following individuals to the Ames City Council as entry-level applicants:

Planner:	Soloman Fortune	76
Public Works Analyst:	Kathy Reichert	70
Water/Wastewater Laboratory Technician:	Daniel Kendall	96
	Kyle Brashler	95
	Thomas Olsen	95
	Hector Escobedo	94
	Eric Hansen	94
	Xiaoguang Qu	93
	Kaytlin Berlund	92
	Ashley Geesman	92
	Rebecca Meerdink	91
	Dipak Paramanik	91
	Royce Riessen	91
	Robert Sommers	91
	Sushil Tuladhar	91
	Christina Escobar	90
	Kristal Sieve	90
	Diane Struve	90
	Jessica Bonthuis	89
	Samantha Leksell	89
	Rahne McIntire	89
	Luwis Andradi	88
	Rebecca Madsen	88
	Krista Moyer	88
	Robert Lundquist	87
	Seth Meyer	87
	Dale Culver	85
	Han Mai	85
	Jennifer Dunn	84
	Brenda Barker	80

Jessica Devitt	79
Matthew Haynes	79
John Miller	79
Tanya Ferguson	78
Kaylynn Norman	78
Dzigbodi Gbenyedzi	77
Katherine Anne Blomme	73
Angelique Howell	71

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

REQUEST TO ABOLISH PUBLIC WORKS ANALYST CERTIFIED LIST: Moved by Ricketts, seconded by Pike, to grant the request to abolish the Public Works Analyst entry-level certified list.

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

COMMENTS: The next regularly scheduled Civil Service Commission meeting was set for November 19, 2015, at 8:15 a.m.

ADJOURNMENT: The meeting adjourned at 8:23 a.m.

Michael R. Crum, Chair

Jill Ripperger, Recording Secretary



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/> 1 st – 15 th
	<input type="checkbox"/> 16 th – End of Month
Month & Year:	October 2015
For City Council Date:	October 27, 2015

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	2014/15 Mortensen Road Improvements (S. Dakota - Dotson)	1	\$357,904.62	Manatt's, Inc.	\$0.00	\$26,857.78	B. Kindred	MA
Water & Pollution Control	Lime Sludge Disposal Operation	3	\$358,220.00	Wulfekuhle Injection & Pumping, Inc.	\$0.00	\$-(275.50)	K. Evans	MA
Ames Public Library	Library Digital Displays	1	\$112,889.37	Mechdyne Corporation	\$0.00	\$1,090.00	L. Carey	MA
Public Works	2014/15 Traffic Signal Program (Union Dr. & Lincoln Way)	1	\$511,251.64	Voltmer, Inc.	\$0.00	\$7,588.55	J. Joiner	MA
Public Works	2013/14 Collector Street Pavement Improvements	1	\$896,526.49	Con-Struct, Inc.	\$0.00	\$-(13,162.72)	J. Joiner	MA
			\$		\$	\$		

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:

*Caring People
Quality Programs
Exceptional Service*

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Jeff Brinkley – Ames Police Department

DATE: September 21, 2015

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
October 27, 2015

The Council agenda for October 27, 2015, includes beer permits and liquor license renewals for:

- Class C Liquor – Score, 124 Welch Ave

Violations

- Score was cited for dispensing after hours in May 2015.

We are continuing to monitor compliance and would recommend renewal at this time for this license.

COUNCIL ACTION FORM

SUBJECT: MAIN STREET CULTURAL DISTRICT REQUESTS FOR SNOW MAGIC

BACKGROUND:

Main Street Cultural District (MSCD) plans to host its Snow Magic Celebration November 13 through December 19. The event will kick off on November 13 with the tree lighting ceremony, open houses, and horse and carriage rides. This year will also include a gingerbread house competition, a scavenger hunt, and Santa's Train. To facilitate this event, MSCD has made the following requests:

- Use of electricity for holiday snowflake lighting along Main Street and waiver of electricity costs from November 13th through January 4th (approximately \$50 loss to Electric Fund)
- Use of Tom Evans Plaza from 5:00 to 8:00 p.m. on November 13th for the tree lighting ceremony
- Closure of Kellogg Avenue from Main Street to Fifth Street and closure of 11 metered parking spaces within the closed area from 9:00 a.m to 1:00 p.m. on Saturday, December 12th for Santa's Train Ride.
- Closure of eight metered parking spaces within the MSCD from 5:00 to 8:00 p.m. on November 13th to facilitate the pick up and drop off of passengers on free horse drawn carriage rides through the downtown, and waiver of parking fees (\$2 loss to the Parking Fund)
- A blanket Temporary Obstruction Permit for the Central Business District from November 14th to December 19th to allow stores to display merchandise and open house signage
- A blanket Vending Permit for the entire Central Business District for November 13 to allow businesses to sell wares on the sidewalk, and waiver of the Vending Permit fee (\$50 loss to City Clerk's Office).
- Suspension of parking regulations and enforcement to allow free parking in the entire Central Business District on Saturdays from November 14th through December 19th (597 metered spaces for 9 hours on 6 Saturdays at \$0.20/hour yields a \$6,447 loss to the Parking Fund).

MSCD has shortened the duration of Snow Magic this year, which results in fewer free parking Saturdays being proposed. In 2014, free parking was proposed for eight Saturdays.

ALTERNATIVES:

1. Approve the requests made by Main Street Cultural District as indicated above, including the requested waiver of fees.
2. Approve the requests as indicated above, but require reimbursement for the blanket Vending Permit (\$50), electricity use (\$50), and lost parking meter revenue (\$6,449).
3. Deny the requests.

MANAGER'S RECOMMENDED ACTION:

Snow Magic provides an opportunity to draw residents and visitors to the downtown and supports local businesses during the holiday shopping season. Last year, the City Council approved free parking on eight Saturdays. This year, free parking is proposed to take place on only six Saturdays.

Assuming the City Council continues to support free parking for this event, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests made by Main Street Cultural District as indicated above, including the requested waiver of fees.



October 14, 2015

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

RE: Snow Magic 2015

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District is planning to hold the annual Snow Magic Celebration from November 13 through December 19. Information about the event can be found on the Special Event Application we submitted. We would also request a waiver of fees for the Blanket Vendor Permit, Parking Meters, and use of electricity.

Thank you for your consideration of this request and continued support of the Main Street Cultural District. We look forward to seeing you doing your holiday shopping and celebrating downtown Ames.

Sincerely,

Cindy Hicks
Executive Director
Main Street Cultural District



SUMMARY OF EVENT

DESCRIPTION

Event Name Snow Magic 2015

Description

The Snow Magic begins in November with the community Tree Lighting ceremony and holiday season kick-off events. Small Business Saturday is a promotion that reminds the community and visitors of the local benefits of shopping small.

This year there are several new events to make Snow Magic even more spectacular including a Gingerbread House Competition, Christmas Traditions Day, a Snow Magic Scavenger Hunt, and Santa's Train in Downtown Ames!

Snow Magic Kickoff - Friday, Nov. 13

Come experience the Snow Magic of the holiday season at our Downtown Businesses from 5-8 pm! Free carriage rides will take you around Downtown throughout the evening. At 6pm, Mayor Ann Campbell will light the official Snow Magic Christmas Tree in Tom Evans Park. Octagon Center for the Arts will host Santa and kick off their annual Festival of Trees. We will require a blanket vendor permit for outside sales on November 13 (weather permitting)

We would like to Free Parking in the Main Street Cultural District for the following Saturdays: Nov. 14, 21,28 Dec. 5, 12, and 19

Small Business Saturday - Saturday, Nov. 28 - Celebrate all that is unique about the small businesses of Ames by shopping "Small" on the Saturday after Thanksgiving on Main Street!

Parents Shopping Night Out -Thursday, Dec. 3 - Need a night to shop and dine in Downtown without the kids? We can help! Enjoy a night in Downtown while your children enjoy a night of holiday classics on the big screen and fun activities. ISU students will provide direct supervision for a safe, caring and fun event. Children need to be 5 and older to participate. RSVP to 515-233-4568 is encouraged as space is limited. This event will take place from 5:30-8:30 pm at the American Legion Community Room, 225 Main Street.

Christmas Traditions Day - Saturday, Dec. 5 - Step back in time in Downtown Ames with an Old-Fashioned Christmas celebration hosted by the Ames Historical Society. Create your own Christmas Traditions by visiting your favorite Downtown businesses. Stop by Design on Main, 203 Main Street, to vote for your favorite Gingerbread Creation!

Snow Magic Build Your Dream Gingerbread "Structure" - Saturday, Dec. 5 - 9am-2pm Preregistered teams will build gingerbread house creations at Design on Main, 203 Main Street. Spectators are welcome to come in, watch the action, and vote for their favorite structure. Then from 5-7pm a reception and auction will be held. The Gingerbread Structures will go to the highest bidders with the proceeds benefiting the Main Street Holiday Lighting Project. Click here to print off a team registration form.

Santa's Train in Downtown Ames- Saturday, Dec. 12 - We would like to close Kellogg from Main to 5th St. from 9am-1pm for Santa's Train Ride.

From 10am-Noon bring the kids to ride Santa's Train in Downtown! Cy, sponsored by Duck Worth Wearing and the Loft, will be there to celebrate the Snow Magic Season! Santa will be at Family Martial Arts, 231 Main Street, to take your Christmas Wish List.

Snow Magic Scavenger Hunt- Saturday, Dec. 5 - Saturday, Dec. 19

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

Anticipated Attendance Total 2,000 Per Day _____

DATE/TIME

Setup	Date _____	Time _____	Day of Week _____
Event Starts	Date _____	Time _____	Day of Week _____
Event Ends	Date _____	Time _____	Day of Week _____
Teardown Complete	Date _____	Time _____	Day of Week _____

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

Main Street Cultural District

Local Contact (Required)

Must be present during event

Name: Cindy Hicks

Address: 304 Main Street

Telephone: (515) 233-3472

Cell phone: (316) 871-0837

Must be available by cell phone during event

Email: director@amesdowntown.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? _____

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

ITEM # 8
DATE: 10-27-15

COUNCIL ACTION FORM

SUBJECT: SETTING DATE OF PUBLIC HEARING AND FEDERAL REIMBURSEMENT REGULATION RESOLUTION FOR ISSUANCE OF ELECTRIC REVENUE BONDS SERIES 2015B IN AN AMOUNT NOT TO EXCEED \$10,360,000

BACKGROUND:

The FY 2015/16 budget includes electric revenue bonds in the amount of \$18,875,000 to fund the Unit 7 and 8 Fuel Conversion (\$15,000,000) and Cooling Tower Repair (\$3,875,000) projects. **Due to better than expected bid results for these projects, we are recommending that the bond issuance amount be reduced to \$10,360,000.** A public hearing and reimbursement resolution are required to proceed with the revenue bond sale.

Internal Revenue regulations place restrictions on the use of non-taxable bond proceeds including the timing of spending. Limited spending is allowed to be reimbursed from bond proceeds for certain preliminary work related to planning capital projects. In the case of the electric revenue bond projects, the City plans to begin project work prior to the bond issuance and to reimburse the expenses from the bond proceeds. Delaying the bond issuance until bids were received has allowed the significant reduction in the bond issuance amount. Passing the reimbursement resolution will allow for the project to move forward promptly with the use of revenue bond funds. The City Council may pass a reimbursement resolution not more than 60 days after beginning project construction work. Bonds must be issued not later than 18 months after the date of first expenditures.

To complete the bond sale, the following actions will be required by City Council:

- November 10, 2015 Meeting – Hold the public hearing on the bond sale and approve the Preliminary Official Statement (offering statement) and electronic bidding for the sale.
- December 8, 2015 Meeting – Accept bids received, award bonds, and authorize issuance.

City staff has been working on preparations for the bond sale for some time and will be conducting a credit rating call with Moody's Investor Services and all other activities related to preparation for the bid, acceptance, and closing of the bonds.

REVENUE BOND BACKGROUND AND IMPACT ON RATES:

Though the City routinely issues general obligation bonds, no revenue bonds have been sold since an electric revenue bond refunding issue in 2002. The Electric Utility has no bonds outstanding and has been funding both operations and capital improvements with pay-as-you-go financing. **The electric revenue bonds will be secured with revenue from the Electric Utility. The City will make no pledge of other revenues, and because of this we expect the credit rating to be of investment grade but lower than our excellent general obligation bond rating, which includes a pledge of the City's taxing authority for repayment.**

The issuance of revenue bonds will require certain ongoing commitments in the form of protective covenants for the holders of the bonds. These will include an obligation to raise rates as required to pay bonds and maintain adequate debt service coverage, maintain a reserve fund, and maintain “parity” for repayment of any future bonds issued. The Electric utility currently has more than adequate rate revenue and fund balances to meet all the protective covenants and we expect to continue to meet the covenants without the need for significant rate increases.

When revenue bonds are issued, utilities are often required to immediately implement a series of rate increases to fund both the repayment of bonds and commitments made in the bond covenants. This will not be the case for the proposed electric revenue bond issue. Since we have included the bond issue as part of our planning for several years, a series of rate increases will not be required. Our projections last year were for rate increases of around 4% in FY 2017/18 and FY 2019/20 to fund operations, the capital improvement plan, and debt service. **With the lower bond issue amount, we are now anticipating only one rate increase of around 4% in FY 2018/19. Keep in mind that with the conversion to natural gas, customers will likely incur increases in their electric bills due to higher fuel costs included in the energy cost adjustment.**

ALTERNATIVES:

1. The City Council can adopt a reimbursement resolution providing official notice of intent to reimburse prior expenditures for the Electric Generation Unit 7 and 8 and Cooling Tower Repair projects from the proceeds of an upcoming revenue bond issue and set November 10, 2015 as the date of public hearing for the sale of Electric Revenue Bonds Series 2015B in an amount not to exceed \$10,360,000.
2. The Council can reject the reimbursement resolution. However, if this option is pursued, expenditures on the Electric Generation Unit 7 and 8 and Cooling Tower Repair projects will be limited to certain preliminary work and may delay completion of the projects and conversion from coal to natural gas as the fuel source for electric generation.

MANAGER’S RECOMMENDED ACTION:

Adoption of a reimbursement resolution and setting November 10, 2015, as the date of public hearing for the sale of electric revenue bonds will assure that City staff can proceed as quickly as possible with the Electric Generation Unit 7 and 8 and Cooling Tower Repair projects to accomplish the Council-adopted plan to convert fuel source for base load electric power generation from coal to natural gas.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1, thereby adopting a reimbursement resolution providing official notice of intent to reimburse prior expenditures for the Electric Generation Unit 7 and 8 and Cooling Tower Repair projects from the proceeds of an upcoming bond issue and setting November 10, 2015 as the date of public hearing for the sale of Electric Revenue Bonds Series 2015B in an amount not to exceed \$10,360,000.

COUNCIL ACTION FORM

SUBJECT: ANNUAL AFFIRMATIVE ACTION REPORT

BACKGROUND:

The City of Ames Affirmative Action Plan and Policy requires that the Affirmative Action Officer perform an availability and utilization analysis at the end of each fiscal year. The purpose of this analysis is to identify areas of the workforce that do not mirror the gender and ethnic/minority characteristics of the available qualified population and offer suggestions for addressing in the coming fiscal year.

The attached report represents the analysis for the end of fiscal year 2014/15.

ALTERNATIVES:

1. Accept the Annual Affirmative Action Report.
2. Do not approve the report.

MANAGER'S RECOMMENDED ACTION:

Submission of this report is required under the City's Affirmative Action Plan and Policy.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the Affirmative Action Report for the 2014/15 fiscal year.



**CITY OF AMES
AFFIRMATIVE ACTION
EXECUTIVE SUMMARY
July 1, 2014 – June 30, 2015**

The City of Ames is strongly committed to maintaining a work environment and hiring practices that are free from illegal discrimination. The City is also committed to working toward a workforce that mirrors the gender and racial/ethnic characteristics of the available, qualified population, and the diversity of the Ames community.

Each year, in accordance with the City of Ames Affirmative Action Policy and Plan, the Affirmative Action Officer prepares a report describing the City's progress toward attaining this goal. The information contained within this report summarizes the City of Ames workforce, as it existed during the fiscal year between July 1, 2014 and June 30, 2015. This information is used to summarize the changes that have occurred in the gender and racial/ethnic characteristics of the workforce and of the community.

The City of Ames population data is obtained from the U.S. Census Bureau and is used as a benchmark for analysis. The data provided also reflects the estimated number of residents by gender and race in Story County and Iowa during the 2013 calendar year. Population estimates are also provided for 2014. These numbers are extrapolated based on the 2013 Census data. (City of Ames and Story County population data includes the Iowa State University student population.)

INTRODUCTION

In January 2015, Careerbuilder¹ released a report titled 'Hiring Trends Point to Tough Competition for Candidates in 2015' which summarizes the appetite for new hires in the U.S. job market. According to the report 36% of employers plan to add full-time, permanent staff in 2015. This is the best outlook for new hire growth since 2006. Additionally, these employers expect to increase compensation for existing employees and offer higher salaries to their new employees. These findings mean that hiring top candidates for our needs will continue to be a challenge as employers, public and private, work hard to retain top talent and attract quality hires. This will lead to smaller applicant pools, fewer qualified applicants, continued affirmative hiring challenges, and new approaches to recruiting and attracting talent. The City's recruitment data, analyzed and presented within, support these assumptions and trends.

During the past fiscal year 2062 applications were received (up slightly from 13/14). Though this is likely attributed to the nature of positions recruited for over the past year; primarily entry level, we can expect to see a tighter market in the near future perhaps leading to fewer applicants and/or a more competitive hiring environment. Despite market challenges, our Affirmative Action reports reveal an increase in the number of minority candidates hired (up 56% from 13/14). The increase is welcome though a significant decrease in full-time female hires (down 66% from 13/14) warrants concentrated effort in recruiting diversified pools of qualified candidates. For additional information on hiring in these areas please refer to the sections below.

GENDER REPRESENTATION

Females represented approximately 48%² of the Story County population, 47%² of the Ames population, and 50%² of the statewide population.

The following data is based on the City of Ames female workforce.

- The number of full-time female employees decreased marginally from 26.27% in FY 13/14 to 25.57% in FY 14/15.
- The number of full-time female new hires decreased significantly from 34.6% in FY 13/14 to 13% in FY 14/15.
 - The number of full-time and part-time new hires comprises of 24.1% females.
- The total City female workforce has increased slightly from 43.67% in FY 13/14 to 44.86% in FY 14/15. (The total City workforce includes full-time and other than full-time employees.)

The number of female applications received and the corresponding percentage has decreased from the last fiscal year. This is largely due to the type of positions advertised. Of the 52 opportunities recruited for more than half (30) were for positions in areas that have historically been dominated by males (i.e., protective service, maintenance/mechanics, public works) and others were entry-level. Following a year of heavy hiring in the area of administrative services a decrease is somewhat expected.

- FY 14/15 – received 541 female applications (26.2% of total)
- FY 13/14 – received 883 female applications (43.5% of total)

MINORITY REPRESENTATION

Racial and ethnic minorities represent approximately 15.3%² of the Story County population and 17.8%² of the Ames population.

¹ Hiring Trends Point to Tough Competition for Candidates in 2015
<http://thehiringsite.careerbuilder.com/2015/01/01/careerbuilder-hiring-forecast-2015/>

² U.S. Census Bureau <http://factfinder/census.gov>

The following data is based on the City of Ames minority workforce.

- The number of full-time minority employees increased slightly to 2.43% in FY 14/15.
- The number of full-time minority new hires was 2 for the FY 14/15, an increase over prior years.
- The total City minority workforce increased from 3.42% in FY 13/14 to 4.37% in FY 14/15. (The total City workforce includes full-time and other than full-time employees.)

The number of minority applications received by the City of Ames Human Resources department continues to increase over previous years though the percentage remains relatively similar.

- FY 14/15 – received 244 minority applications (11.8% of total)
- FY 13/14 – received 255 minority applications (12.6% of total)

Minority applicants applied for a variety of full and part-time vacancies in FY 14/15 with no clear trends in the types of positions sought. That said, there were 11 recruitments where no minority candidates applied. Of these recruitments, ten had no more than 7 applicants applied to any one recruitment and 4 were for promotional opportunities. Only one recruitment had more than 10 candidates with no minority representation, Electric Service Worker.

Each recruitment selection process was unique and included different consideration factors such as a qualifications review, written, oral, and performance testing. Based on the applicant tracking data, 14% of the minority applicants elected to end the selection process by either not scheduling for or showing for the written exam, not completing the application, or withdrawing from consideration (see below). Great care is taken to ensure that selection procedures are job-related and that candidates are selected based on their merit.

Not qualified	84
Did not Schedule Written Exam	14
No Show for Written Exam	14
Written Exam	27
Withdrew from Exam process	7
Oral Board	7
Training & Experience	66
Incomplete Applications	15
Phone Interview	6

CONCLUSION

The City of Ames affirms its commitment to providing Equal Employment Opportunity for applicants by utilizing a variety of resources for diversity recruitment. Job postings are distributed to area resources dedicated to the same such as Iowa Workforce Development, NAACP, Mid Iowa Community Action, local community colleges and churches, the ISU minority student affairs office, the Department of Human Services, and local Veteran specific agencies to ensure public knowledge of vacancies.

The City of Ames continues to accept only on-line applications through NEOGOV, which makes it easier for applicants to apply for positions. The City's recruitment staff also follows a documented recruitment process that abides by Civil Service guidelines and aligns with the intent of Office of Federal Contract Compliance Programs regulations, meaning that every candidate is provided with a fair and consistent recruitment experience.

During the 2014/2015 fiscal year the City realized 38 separations, 22 of which were attributed to retirement, as well as additions to staff that led to a total of 48 recruitments, some for multiple hires. As our aging workforce transitions into retirement we can expect a great deal of effort to be spent in recruiting for the replacement of several top performing, high level professionals over the next several years giving us opportunity to increase our efforts in affirmative recruitment and hiring. With this opportunity will also come challenges when competing with other area employers for top talent, as evidenced by the Careerbuilder report.

The City of Ames continues to explore new initiatives to strengthen its minority recruiting efforts. Below are the initiatives the recruiting team has planned for the 2015/2016 fiscal year.

- Advertise openings to protected veterans through websites and publications that are specifically targeted to that audience.
- Facilitate formal leader and hiring manager training on recruitment and selection best practices and current process.
- Have HR recruitment staff attend annual training in the areas of Equal Employment Opportunity, Employment Law, and/or Affirmative Action.
- Continue to explore alternate recruiting sources, including social media, to better attract qualified talent and raise awareness of openings.
- Offer an all-employee Employee Development Center (EDC) course in Interviewing Skills and Best Practices.

The City of Ames' Affirmative Action Policy and Plan will continue to provide guidance to City departments and employees with the duty to promote the City's values by defining and supporting diversity in the working and learning environments; by creating an environment that provides fair and equal opportunities for all employees and by maintaining compliance with federal and state laws. The City will continue to make progress toward achieving a workforce that mirrors the qualified available population with a goal of maintaining a work place that is free of any illegal discrimination.

The City of Ames' Affirmative Action Policy and Plan provides complaint and investigation procedures for both applicant and current employee recourse in the events of an objective investigation for complaints of illegal discrimination.

FEDERAL EEO-4 JOB CATEGORIES

1. **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis. Includes: department heads, fire and police chiefs, and superintendents.
2. **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: human resource officers, systems analysts, and accountants.
3. **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: engineering technicians, inspectors, and police and fire sergeants.
4. **Protective Service Workers:** Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers and firefighters.
5. **Paraprofessionals:** Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Includes: library assistants, recreation coordinators, and administrative assistants.
6. **Administrative Support:** Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: principal clerks and senior clerks.
7. **Skilled Craft Workers:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics, plant operators, and equipment operators.
8. **Service-Maintenance:** Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: transit drivers, RRP process maintenance workers and maintenance workers.

WORK FORCE ANALYSIS

Full Time Workforce Race/Ethnicity Summary by EEO Categories
July 1, 2014 - June 30, 2015

Job Categories	FY	Total Employees		Racial/Ethnic Minorities										Women Only			
		#	%	White	Asian / Pacific	Alaskan Native	American Indian/	Black or African	Hispanic or	Latino	#	%	#	%			
Administrators	14/15	34	97.06%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	2.94%	11	32.35%
	13/14	45	97.78%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	2.22%	15	33.33%
Professionals	14/15	73	95.89%	2	2.74%	0	0.00%	1	1.37%	0	0.00%	0	0.00%	0	0.00%	28	38.36%
	13/14	60	95.00%	2	3.33%	0	0.00%	1	1.67%	0	0.00%	0	0.00%	0	0.00%	25	41.67%
Technicians	14/15	41	97.56%	1	2.44%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	7	17.07%
	13/14	42	97.62%	1	2.38%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	9	21.43%
Protective Service	14/15	89	94.38%	1	1.12%	0	0.00%	2	2.25%	2	2.25%	2	2.17%	2	2.17%	9	10.11%
	13/14	92	95.65%	0	0.00%	0	0.00%	2	2.17%	2	2.17%	2	2.17%	2	2.17%	7	7.61%
Paraprofessionals	14/15	22	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	9	40.91%
	13/14	24	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	9	37.50%
Administrative Support	14/15	64	98.44%	1	1.56%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	55	85.94%
	13/14	64	98.44%	1	1.56%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	56	87.50%
Skilled Craft Workers	14/15	82	97.56%	0	0.00%	0	0.00%	1	1.22%	1	1.22%	1	1.19%	1	1.19%	0	0.00%
	13/14	84	97.62%	0	0.00%	0	0.00%	1	1.19%	1	1.19%	1	1.19%	1	1.19%	0	0.00%
Service Maintenance	14/15	80	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	5	6.25%
	13/14	80	100.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	8	10.00%
2014/2015 Total		485	97.32%	5	1.03%	0	0.00%	4	0.82%	4	0.82%	4	0.81%	4	0.82%	124	25.57%
2013/2014 Total		491	97.56%	4	0.81%	0	0.00%	4	0.81%	4	0.81%	4	0.81%	4	0.81%	129	26.27%

WORK FORCE ANALYSIS

Other Than Full Time Workforce Race/Ethnicity Summary by EEO Categories
 July 1, 2014- June 30, 2015

Job Categories	FY	Total Employees		Racial/Ethnic Minorities								Women Only		
		#	%	White	Asian / Pacific Islander	American Indian/ Alaskan Native	Black or African American	Hispanic or Latino	Men and Women	#	%	#	%	
Administrators	14/15	0											0	
	13/14	0											0	
Professionals	14/15	2	100.00%										2	100.00%
	13/14	4	100.00%										3	75.00%
Technicians	14/15	17	94.12%	1	5.88%								8	47.06%
	13/14	18	100.00%	0	0.00%								8	44.44%
Protective Service	14/15	11	81.82%	9	81.82%			0	0.00%	2	18.18%		4	36.36%
	13/14	14	78.57%	11	78.57%			1	7.14%	2	14.29%		5	35.71%
Paraprofessionals	14/15	23	91.30%	21	91.30%	2	8.70%						16	69.57%
	13/14	17	94.12%	16	94.12%	1	5.88%						13	76.47%
Administrative Support	14/15	55	98.18%	54	98.18%					1	1.82%		45	81.82%
	13/14	54	98.15%	53	98.15%					1	1.85%		41	75.93%
Skilled Craft Workers	14/15	1	100.00%	1	100.00%								1	100.00%
	13/14	1	100.00%	1	100.00%								1	100.00%
Service Maintenance	14/15	710	94.65%	672	94.65%	7	0.99%	2	0.28%	17	2.39%	12	385	54.23%
	13/14	688	96.08%	661	96.08%	7	1.02%	1	0.15%	11	1.60%	8	362	52.62%
2014/2015 Total		819	94.63%	775	94.63%	10	1.221%	2	0.244%	17	2.08%	15	461	56.29%
2013/2014 Total		796	95.98%	764	95.98%	8	1.005%	1	0.126%	12	1.51%	11	433	54.40%

Table Comparison of City of Ames Employees to 2010 City of Ames Census and Estimated 2013 Story County Residents

Total Ames Population	2010 Census City of Ames	2000 Census City of Ames	2014 Estimate ¹ Story County	2013/2014 All Employees	2014/2015 All Employees
White	48,456	46,517	82,260	1,243	1,247
Asian/Pacific Islander	5,192	4,103	6,212	12	15
American Indian/Alaskan Native	103	107	379	1	2
Black/African American	1,993	1,385	2,967	16	21
Hispanic/Latino ⁴	2,027	1,065	2,793	15	19
Two or more races	1,194	Not reported	1,553	Not reported	Not reported
Total Racial/Ethnic	10,509	6,660	13,904	44	57
Total Women	27,718	25,469	43,809	562	585
Total Population	58,965	53,177	90,750	1,287	1,304

Percent of Ames Population	2010 Census City of Ames	2000 Census City of Ames	2014 Estimate ² Story County	2013/2014 ³ All Employees	2014/2015 All Employees
White	82.18%	87.48%	90.60%	96.58%	95.63%
Asian/Pacific Islander	8.81%	7.72%	6.80%	0.93%	1.15%
American Indian/Alaskan Native	0.17%	0.20%	0.40%	0.00%	0.15%
Black/African American	3.38%	2.60%	3.30%	1.24%	1.61%
Hispanic/Latino ⁴	3.44%	2.00%	3.10%	1.17%	1.46%
Two or more races	2.02%	Not reported	1.70%	Not reported	Not reported
Total Racial/Ethnic	17.82%	12.52%	15.30%	3.42%	4.37%
Total Women	47.01%	47.89%	48.30%	43.67%	44.86%

¹ <http://quickfacts.census.gov>

² <http://factfinder.census.gov>

³ Includes seasonal parks and recreation employees and temporary library employees.

⁴ Hispanic ethnicity may be of any race so also included in applicable race category



City of Ames Salary Analysis
 Full Time Employees
 July 1, 2014 - June 30, 2015

July 1, 2014 - June 30, 2015 Salary Level	Racial/Ethnic Minorities							Women Only #
	White #	Asian / Pacific #	American Indian/ Alaskan Native #	Black or African American #	Hispanic or Latino #	Hispanic or Latino #	Women Only #	
25,000 - 32,999 14/15 13/14	1 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
33,000 - 42,999 14/15 13/14	25 23	0 0	0 0	0 0	0 0	0 0	10 8	10 8
43,000 - 54,999 13/14 13/14	123 136	4 3	0 0	1 0	0 0	0 0	51 56	51 56
55,000 - 69,999 14/15 13/14	182 213	0 0	0 0	1 2	2 3	2 3	32 32	32 32
70,000 Plus 14/15 13/14	141 119	1 0	0 0	2 2	2 1	2 1	31 25	31 25
Total Full Time Employees 14/15 13/14	472 491	5 3	0 0	4 4	4 4	4 4	124 121	124 121

City of Ames Turnover Analysis
 Full Time Employees
 July 1, 2014 - June 30, 2015

New Hires	09/10	10/11	11/12	13/14	14/15
	White	22	26	19	26
Asian/Pacific Islander	0	0	0	0	1
American Indian/Alaskan Native	0	0	0	0	0
Black/African American	0	0	0	0	1
Hispanic/Latino	0	0	0	0	0
Female	4	7	5	9	3
Separations	09/10	10/11	11/12	13/14	14/15
White	22	24	22	29	37
Asian/Pacific Islander	0	0	0	0	0
American Indian/Alaskan Native	0	0	0	0	0
Black/African American	0	0	0	0	1
Hispanic/Latino	0	0	0	0	0
Female	5	3	9	11	12



ITEM #: 10
DATE: 10-27-15

COUNCIL ACTION FORM

SUBJECT: SALE OF CITY-OWNED PROPERTY AT 1109 ROOSEVELT TO HABITAT FOR HUMANITY OF CENTRAL IOWA.

BACKGROUND:

At the City Council meeting on February 24, 2015, the City Council, as part of the City's 2014-15 Community Development Block Grant (CDBG) Neighborhood Sustainability Program, adopted a resolution proposing the sale of the City-owned property at 1109 Roosevelt Avenue to Habitat for Humanity of Central Iowa (HHCI) for \$25,000. The proposed sale was scheduled to occur on or before August 30, 2015, if all conditions of the purchase agreement for the rehabilitation and sale of the property were satisfied. At the July 7, 2015, the closing date was extended to October 31, 2015.

The City has approved Habitat's family selected to purchase the property at 1109 Roosevelt Avenue. Now that the rehabilitation work on the property has been satisfactorily completed as outlined in the purchase agreement, the property can now be sold to Habitat to Humanity of Central Iowa. **However, before the closing date of the property can occur, a date of public hearing will need to be set. Therefore, November 10, 2015, has been selected as the date of the public hearing for the sale of the property to Habitat. This will require the approved closing date to be extended to on or before November 13, 2015.**

Attached for Council review and approval is a time extension Amendment, as prepared by the City Legal Department.

ALTERNATIVES:

1. The City Council can approve a resolution setting November 10, 2015, as the date of public hearing on the sale of City-owned property located at 1109 Roosevelt Avenue to Habitat for Humanity of Central Iowa for affordable housing and extending the date of closing to on or before November 13, 2015.
2. The City Council can deny approval of the proposed resolution.

MANAGER'S RECOMMENDED ACTION:

In support of the City Council's Community Development Block Grant (CDBG) Neighborhood Sustainability Program, it is the recommendation of the City Manager that the City Council approve Alternative #1. This alternative approves a resolution setting the

date of public hearing for November 10, 2015, for the sale of City-owned property located at 1109 Roosevelt Avenue to Habitat for Humanity of Central Iowa for affordable housing and extends the date of closing to on or before November 13, 2015.

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF AMES
AND HABITAT FOR HUMANITY OF CENTRAL IOWA, INC., FOR PURCHASE AND
REHABILITATION OF PROPERTY AT 1109 ROOSEVELT AVENUE, AMES, IOWA

THE AGREEMENT Between the City of Ames, Iowa and Habitat for Humanity of Central Iowa, Inc., for Purchase and Rehabilitation of Property at 1109 Roosevelt Avenue, Ames, Iowa, dated the 24th day of February, 2015, is amended at Section II.F. as follows:

II. HABITAT'S OBLIGATIONS

F. Completion Date and Terms.

Habitat shall be permitted to commence rehabilitation as soon as it has paid the down payment to the City. Habitat shall complete the rehabilitation of the property on or before October 30, 2015. Habitat shall promptly sell the property to qualified home buyers on or before November 13, 2015.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on this _____ day of _____, 2015.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor

Attest by: _____
Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY ss:

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

Notary Public in and for the State of Iowa

**HABITAT FOR HUMANITY OF
CENTRAL IOWA, INC.**

By: _____
Annette Forbes, Board President

By: _____
Sandi Risdal, Executive Director

STATE OF IOWA, STORY COUNTY ss:

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Annette Forbes and Sandi Risdal, to me personally known, who being by me duly sworn, did say that they are the Board President and Executive Director, respectively of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Annette Forbes and Sandi Risdal acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

COUNCIL ACTION FORM

SUBJECT: TRANSITIONAL REINSURANCE FEE

BACKGROUND:

The federal Patient Protection and Affordable Care Act (ACA) requires that self-funded health care insurers like the City of Ames pay a Transitional Reinsurance Fee for each plan year from 2014 to 2016. The City is thus required to make three, one-time payments to the federal government.

This fee is based on the number of covered lives on an insured's plan and is calculated by the Department of Health and Human Services (HHS). HHS is also the entity responsible for collecting these fees. Insured counts are due each year by November 15th with payment information entered and scheduled for a January 15th automated deduction.

This year's fee amount has been calculated as \$66,748. Funding to cover this expense was included in the adopted 2015/16 budget.

ALTERNATIVES:

1. Approve the ACA Transitional Reinsurance Fee amount for payment to the Department of Health and Human Services by January 15, 2016.
2. Do not approve this amount for payment.

MANAGER'S RECOMMENDED ACTION:

This mandated payment is due to HHS each year in order for the City to maintain compliance with the Affordable Care Act.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the amount of \$66,748 for payment by January 15, 2016.

COUNCIL ACTION FORM

SUBJECT: **STREET TREE TRIMMING CONTRACT**

BACKGROUND:

The Public Works Department requires various tree trimming and stump grinding to be performed during the winter and summer contract periods. The FY 2015/16 budget includes \$82,000 for this work. The estimated amount needed for the winter tree trimming contract is \$40,000 and the summer tree trimming contract is estimated at \$35,000. That would put the contract at \$75,000, which will leave \$7,000 for other miscellaneous work.

The following bids were received on September 26, 2013:

<u>Bidder</u>	2013/14 WINTER & SUMMER TREE TRIMMING	
	<u>Bid Amount – Winter</u>	<u>Bid Amount - Summer</u>
LawnPro L.L.C., Colo IA	\$ 37.50/Crew Hour	\$ 39.50/Crew Hour
Dan's Custom Landscapes, Ames IA	\$110.00/Crew Hour	\$150.00/Crew Hour
Greener Lawns Tree Service, Hannibal MO	\$165.15/Crew Hour	\$165.15/Crew Hour

LawnPro L.L.C was awarded the Winter & Summer Tree Trimming contract last year. The contract had renewal options through summer 2016. LawnPro indicated a \$.50 price increase for winter and a \$.50 increase for summer.

ALTERNATIVES:

1. Approve contract for the 2015/16 Winter & Summer Tree Trimming to LawnPro L.L.C., Colo, Iowa, in the amount of \$75,000.

This is the last renewal option under the original contract.

2. Reject all bids and attempt to purchase tree trimming on an as-need basis.

MANAGER'S RECOMMENDED ACTION:

The approved 2015/16 operating budget for the Public Works Department includes \$82,000 for tree trimming. The estimated cost of this contract is \$75,000. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

SUBJECT: LIBRARY CUSTODIAL SERVICES CONTRACTS

BACKGROUND:

Since September 8, 2014, custodial services have been provided at Ames Public Library by PCI of Lansing, Kansas, which submitted the lowest offer for City of Ames Bid No. 2014-276. Several non-performance issues have recently arisen, however, and the Library wishes to terminate PCI's contract for the remainder of fiscal year 2015/16 and enter into a new contract with the second-lowest bidder, Nationwide Office Care.

A notice was sent from the Purchasing Department to PCI on September 22, 2015, which detailed numerous non-performance issues and requested that PCI present a written plan by October 1 showing steps that would be taken to ensure that the issues would be corrected. PCI did not respond. PCI was also requested to attend a meeting on October 7 to discuss progress toward the resolution of the non-performance issues. This request also went unheeded. On October 9, Purchasing notified PCI of the City's intent to cancel the contract.

Nationwide Office Care of Clive, Iowa, submitted the second-lowest bid in 2014. The firm has been contacted and is willing to honor the prices originally quoted. The hourly rates are as follows: \$15.45/hour in FY16; \$15.91/hour in FY17; \$16.38/hour in FY18; and \$16.82/hour in FY19.

PCI's current hourly rate is \$15.31/hour. Taking into consideration the savings that have resulted from PCI's failure to provide workers on several occasions, the library expects that Nationwide's services will only cost approximately \$1,120 more than PCI's in FY15. Having just completed its first year in the renovated building, the Library is doing significant budget adjustments this fall and will take this change into consideration.

Nationwide Office Care has submitted Affirmative Action documentation and a valid certificate of insurance and references have been checked.

ALTERNATIVES:

1. The City Council can terminate the contract with PCI of Lansing, Kansas, and award a new contract for library custodial services to Nationwide Office Care of Clive, Iowa, in the amount of \$44,774.10 for the period from October 28, 2015, through June 30, 2016, with the option to renew for three additional twelve-month periods.

2. The City Council can decide to reject the recommendation from the Library Board and take no action at this time.

MANAGER'S RECOMMENDED ACTION:

Reliable custodial services are necessary to maintain the new Library facility and keep it clean, safe, and visually appealing to the 40,000 plus visitors it accommodates each month. While it is the City's intent to obtain the lowest cost for services, it would be ill-advised to continue using a vendor that fails to accomplish its scope of work.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving termination of the contract for Library Custodial Services with PCI of Lansing, Kansas, and awarding a contract to Nationwide Office Care of Clive, Iowa, in the amount of \$44,774.10 for the period from October 28, 2015, through June 30, 2016, with the option to renew for three additional years.

COUNCIL ACTION FORM

SUBJECT: IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE RELOCATION OF THE SANITARY SEWER WEST OF I-35 SOUTH OF SOUTH SKUNK RIVER

BACKGROUND:

The Iowa DOT is in the process of widening Interstate 35 near the South Skunk River crossing just south of Ames. During the design process, it was determined that the existing sanitary sewer trunk line that goes under Interstate 35 would be required to be relocated to accommodate the new widened roadway section.

City staff designed the sanitary sewer relocation and the Iowa DOT will include the relocation in its bidding documents. The Iowa DOT has agreed to pay for the costs of the relocation of the sanitary sewer as well as the design and field inspection of the relocation.

Additionally, it was determined that the existing sanitary sewer easement in the area would no longer cover the newly aligned sanitary sewer. The Iowa DOT has obtained a new easement for the City of Ames. The existing easement will be vacated once the relocation of the sanitary sewer has occurred. The acceptance of the new easement and vacation of the old easement will be brought to City Council for approval at a future date.

ALTERNATIVES:

1. Approve the Iowa DOT Agreement for the relocation of the sanitary sewer west of I-35, south of the South Skunk River.
2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the Iowa DOT is needed to move forward with the Iowa DOT project to widen I-35 in the 2016 construction season.

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

July 2014

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the road project.

5. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- d. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-4-197 as of the date shown opposite its signature below.

CITY OF AMES:

By: _____ Date _____, 20__.

Title: Mayor


I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

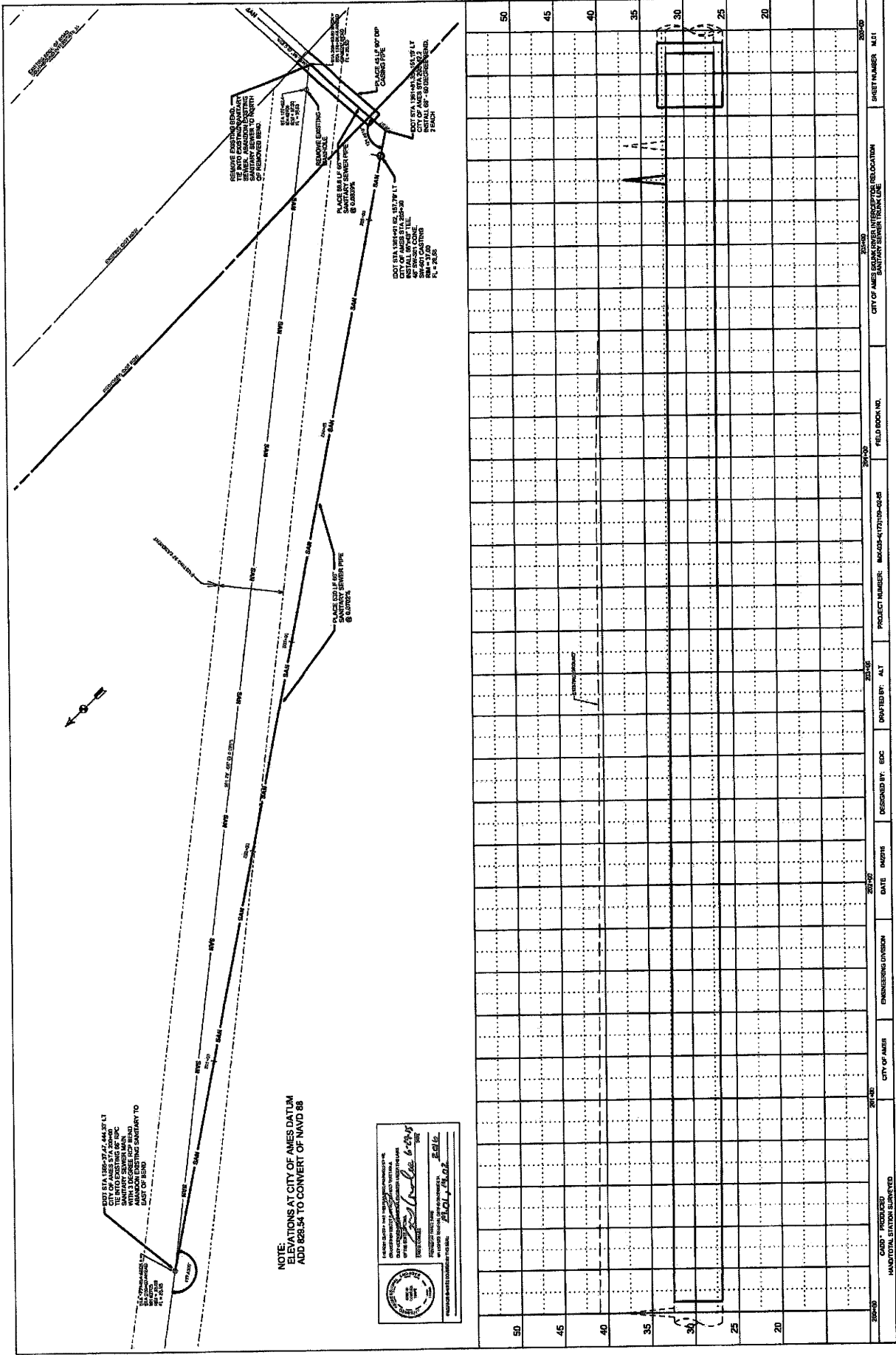
Signed: _____
City Clerk of Ames, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

Scott A. Dockstader
District Engineer
District 1

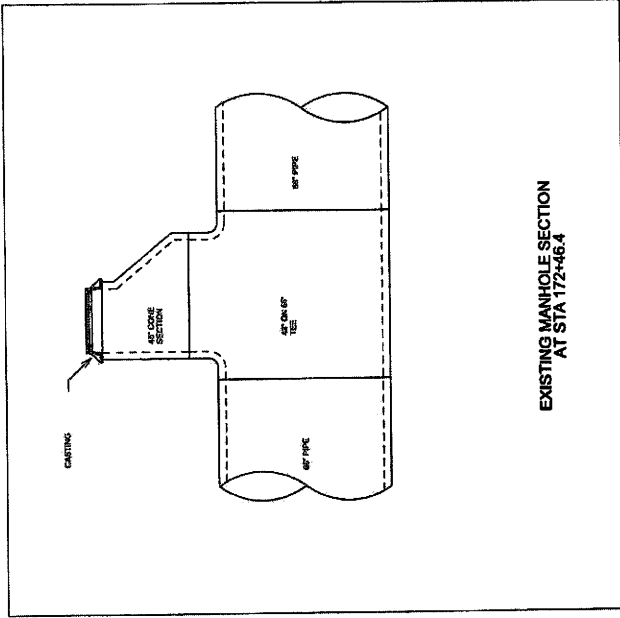
APPROVED AS TO FORM
BY 
MARK O. LAMBERT
ASSISTANT CITY ATTORNEY



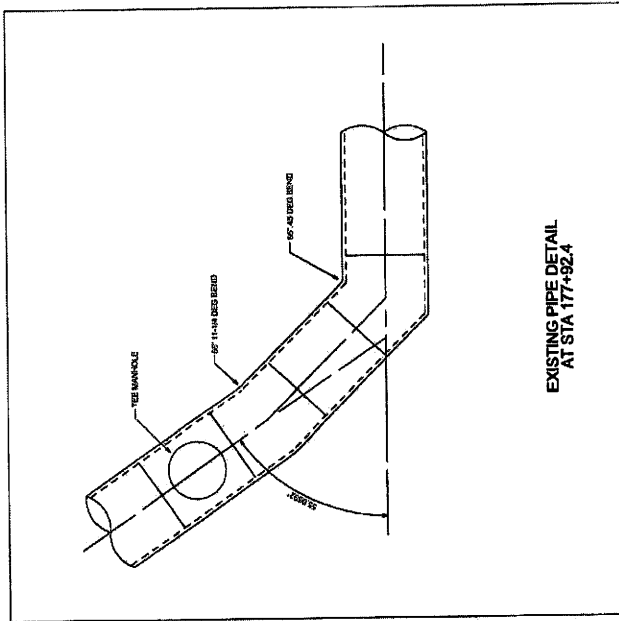
CITY OF AMES SHALL LET
 THE INTO EXISTING 8\"/>

NOTE:
 ELEVATIONS AT CITY OF AMES DATUM
 ADD 68.34 TO CONVERT TO NAVD 88

REGISTERED PROFESSIONAL ENGINEER
 STATE OF IOWA
 No. 12345
 EXPIRES 12/31/2025
 PROJECT NO. 2015-4-197
 SHEET NO. 1 of 1



EXISTING MANHOLE SECTION
AT STA 172+46.4



EXISTING PIPE DETAIL
AT STA 177+92.4

CONE PRODUCED INSITU, SUTURE REINFORCED	CITY OF AMES	ENGINEER/DIVISION	DATE	QUANTITY	REVISIONS BY: EDC	DRAWN BY: AAT	PROJECT NUMBER: 16K004-177100-0-05	FIELD BOOK NO.	CITY OF AMES BRUNNEN INTERCEPTOR RELOCATION TYPICALS	SHEET NUMBER 14/2
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ENGINEER'S ESTIMATE
 SKUNK RIVER INTERCEPTOR RELOCATION
 OPTION 'A' - EXTEND & TIE INTO MANHOLE TO THE NORTH
 PUBLIC WORKS DEPT. - ENGINEERING DIV.
 CITY OF AMES, IA
 6/22/2015

<u>Item</u>	<u>Description</u>	<u>Est</u> <u>Quant</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Amount</u>
<i>Division 1 - General</i>					
1.1	Mobilization	1	ls	10000.00	10,000.00
1.2	Construction Survey/Staking	1	ls	5000.00	5,000.00
<i>Division 2 - Earthwork</i>					
2.1	Topsoil, Strip, Salvage and Spread	433.3	cy	50.00	21,665.00
<i>Division 3 - Trench, Backfill and Tunnelling</i> (Not Used)					
<i>Division 4 - Sewers and Drains</i>					
4.1	Sanitary Sewer Gravity Main, Trenched Reinforced Concrete Pipe (RCP), 2000D, 66 In.	590	lf	350.00	206,500.00
4.2	Casing Pipe, 90" DIP	45	lf	1000.00	45,000.00
4.3	60-Degree Bend, RCP, 66"	2	ea	2500.00	5,000.00
4.4	3-Degree Bend, RCP, 66"	1	ea	5000.00	5,000.00
4.5	Tee, RCP, 66"x48"	1	ea	5000.00	5,000.00
4.6	Bypass Sanitary Sewer Pipe	1	ls	35000.00	35,000.00
4.7	Sanitary Sewer Abandonment, Fill and Plug, Greater Than 36"	240	lf	150.00	36,000.00
<i>Division 5 - Water Mains and Appurtenances</i> (Not Used)					
<i>Division 6 - Structures for Sanitary and Storm Sewer</i>					
6.1	Removal of Tee Manhole	1	ea	1000.00	1,000.00
6.2	Manhole, Sanitary Sewer, SW-301, 48 IN., Cone Section Only	1	ea	1000.00	1,000.00
<i>Division 7 - Streets and Related Work</i> (Not Used)					
<i>Division 8 - Traffic Signals</i> (Not Used)					
<i>Division 9 - Sitework and Landscaping</i>					
9.1	Stabilizing Crop - Seeding and Fertilizing	0.27	ac	500.00	135.00
SUBTOTAL					376,300.00
ENGINEERING (15%)					56,445.00
CONTINGENCY (12%)					45,156.00
TOTAL					\$477,901.00

COUNCIL ACTION FORM

SUBJECT: FLOOD MITIGATION ENGINEERING SERVICES

BACKGROUND:

Following the floods of 2010, the City Council established a goal of mitigating the impact of future flooding in Ames. A comprehensive Flood Mitigation Study was completed in 2013 that considered many possible mitigation alternatives across a wide range of factors, including: degree of reduction of flood water elevation, estimated annual damage reduction, construction costs, ongoing operations and maintenance costs, environmental impacts, and likelihood of obtaining federal grant funding.

On December 10, 2013, the City Council approved a series of flood mitigation measures. These included discrete elements targeted at: A.) Undertaking a 'stream restoration' of Squaw Creek; B.) Working with IDOT to improve the conveyance capacity of the US Highway 30 bridge; C.) Working through the Squaw Creek Watershed Management Authority to pursue flood mitigation alternatives in the upper reaches of the watershed; and D.) Conducting a workshop to review and discuss the range of possible floodplain regulatory approaches.

This project involves the engineering for the 'restoration' of the Squaw Creek channel. A central component will include conveyance improvements within the channel approximately 2,000 feet either side of the South Duff Avenue bridge. According to the flood mitigation study, this is anticipated to reduce the water surface elevation of a 1% annual chance flood (i.e. – a "100-year" flood) by approximately 2 feet on South Duff Avenue, a major damage center. **As part of this project, the consultant will present alternatives for providing natural stabilization and restoration options.** Outside grant funding through FEMA, REAP, and other possible sources will be pursued for the restoration work.

In April 2015, staff requested and received engineering services proposals. Six proposals were received and rated. Listed below are the results.

Consultant	Overall Rank	Fee Proposal
Ayers Associates	2	\$450,000
Bolton & Menk	5	\$358,230
HDR	1	\$345,000
RDG	6	\$277,900
WHKS & Co.	4	\$138,000
Snyder & Associates	3	\$485,000

As shown above, there was great interest in providing professional services for this project and the professional qualifications of each team were rather closely rated. Ultimately, the fee proposal became a large consideration for which professional firm rose to the top for negotiation of a contract. **WHKS & Co. submitted the lowest fee proposal, yet has proposed a team that has technical experience in completing stream restoration/flood mitigation projects in Iowa and Minnesota.** Overall, WHKS & Co. has delivered numerous successful projects in Ames including 6th Street reconstruction (west of Grand Avenue), 6th Street Bridge replacement project (over Squaw Creek), 13th Street reconstruction (west of Stange Road), and Squaw Creek Pedestrian Bridge Design and Hydraulics (replacement of bridge damaged during Ames flooding). The approved CIP included \$639,000 for engineering services and construction inspection.

ALTERNATIVES:

1. Approve the engineering services agreement for the Flood Mitigation – River Flooding with WHKS & Co. of Ames, Iowa, in an amount not to exceed \$138,000.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

MANAGER'S RECOMMENDED ACTION:

In order to move ahead with one of the goals of the City Council, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the engineering services agreement for the Flood Mitigation Engineering Services with WHKS & Co. of Ames, Iowa, in an amount not to exceed \$138,000.

ITEM# 16
DATE: 10-27-15

COUNCIL ACTION FORM

SUBJECT: SINGLE-SOURCE PURCHASE FOR UNINTERRUPTIBLE POWER SUPPLIES FOR TRAFFIC SIGNAL PROGRAM

BACKGROUND:

A project is programmed in the FY 2015/16 Traffic Signal Program budget to conduct system upgrades at various traffic signal locations around Ames. There are several intersections in the network that are still structurally sound and do not require full replacement, however, they are in need of modernization of the technical components used within the cabinet. The City of Ames has a standard for uninterruptible power supplies (UPS) at all new or replacement traffic signals using the Tesco model 22-000BBS equipment. This system was determined to be the best available product through product demonstrations and field tests conducted by Traffic staff. It should be noted that Tesco products, in the Midwest region, are only available from one source, Mid-American Signal, Inc., of Kansas City, Kansas. Currently, there are 14 intersections using the Tesco unit out of the 66 signalized intersections Citywide (approximately 21% of the system has been upgraded - See Attachment 1).

Standardizing this equipment ensures consistency in the maintenance and operation of traffic signals in the City of Ames. Staff keeps replacement batteries and parts for the UPS systems in stock for routine maintenance activities throughout the year. These UPS systems provide vital protection for the sensitive technical components in the cabinet that are susceptible to damage from spikes in electrical power. UPS systems will also run traffic signals during power outages for 8 hours (on average) running full colors (normal operation) or potentially a week in flashing-red operation. Because of these reasons, it is in the City's interest to continue to use Tesco UPS equipment as the City of Ames standard for back-up power and power protection at all city owned traffic signals.

Currently, the cost for equipping a signalized intersection with a UPS system is quoted to be \$5,713 (equipment only). The total cost to purchase UPS systems for the 9 intersections identified in FY 2015/16 (Attachment 1) is estimated to be \$51,417. The project is funded with \$150,000 from Road Use Tax funds. This will bring the number of intersections with UPS systems to 25 of 66, or 35% of the system. **City of Ames Purchasing Polices state that single-source purchases of \$50,000 or more must be approved by City Council.**

ALTERNATIVES:

1. Waive the purchasing policy and approve the single-source purchase of nine Tesco Modal 22-000BBS systems for the FY 2015/16 Multi-Modal Roadway Improvements program at a cost of \$51,417 (for equipment only) from Mid-American Signal, Inc., of Kansas City, Kansas.
2. Reject the request to waive purchasing policies and direct staff to seek alternative methods for the procurement of UPS systems.

MANAGER'S RECOMMENDED ACTION:

The standardization of certain traffic signal equipment used city-wide provides safety and operational benefits as well as cost savings for the City of Ames. Staff will continue to use this standard equipment until such a time that a better field-tested and proven product becomes available in the market.

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

Attachment 1

**Intersections with UPS
(As of 10/20/2015)**

13th & Northwestern
13th & Ridgewood
13th & Stange
6th St. & Brookridge Av.
Duff Ave & Main St
Grand Av & 20th Street
Grand Av & 28th Street
Lincoln Way & Ash
Lincoln Way & Dotson
Lincoln Way & Hayward
Lincoln Way & Sheldon
Lincoln Way & Union
Mortensen & Dotson
SE 16th & S. Dayton

FY15/16 Proposed Installations

13th and Grand
Duff and 13th
Lincoln Way and Duff
Lincoln Way and Grand
Lincoln Way and Lynn
Lincoln Way and University
Lincoln Way and Welch
S. Duff and Airport Rd
S. Duff and S. 16th

COUNCIL ACTION FORM

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

BACKGROUND:

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

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

The contract has the option for the City to renew in one-year increments for up to four additional years. Staff recommends renewing the agreement for FY 2015/16. There is a rate provision under this contract that increases rates at fixed percentages above the previous fiscal year's contracted rates at time of renewal. The yearly rate increase is 2.5% for both labor, travel, and subsistence. Also, the materials furnished will be subject to escalation related to the raw material pricing of Nickel due to the high quantities of Nickel found in the materials. These increases are in accordance with the contract terms initially established. **This is the first renewal out of four maximum.**

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

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

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

ALTERNATIVES:

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

MANAGER'S RECOMMENDED ACTION:

This contract is needed to carry out emergency and routine boiler tube spray coating services at the Power Plant to maintain protection to the tubes replaced in 2013. Failure to maintain the coating will result in increased wear and early tube deterioration. The contract establishes rates for service and provide for guaranteed availability, thereby establishing pre-determined rates for service.

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



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MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: October 23, 2015

Subject: Contract and Bond Approval

There is no Council Action Form for Item No. 18. Council approval of the contract and bond for this project is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

**SUBJECT: REPLACEMENT OF POWER PLANT COOLING TOWERS –
CONTRACT CHANGE ORDER NO. 3**

BACKGROUND:

This project is for a contractor to demolish the old Unit 7 and Unit 8 cooling towers and to supply and erect new fiberglass towers on the existing concrete basins.

On March 24, 2015, the City Council awarded a contract to Evaptech, Inc., of Lenexa, Kansas, for the Cooling Tower Replacement at a contracted cost of \$2,810,000.

Change Order No. 3 is for \$75,671. This change order covers the additional cost of demobilization and remobilization from the site between the completion of the Unit 7 cooling tower and the start of the Unit 8 cooling tower work. This became necessary due to delays on the natural gas conversion project, which is not directly related to this project. The original contract price was based on a seamless transition of work from Unit 7 to Unit 8 with project completion by December 1, 2015. The revised schedule requires work over the Christmas period with completion by mid-January 2016.

Two change orders have previously been issued for this project. Change Order No. 1 for \$14,300 was for EvapTech to provide the casing, louver panels, and fan stacks in beige color for Unit 7 & 8 Cooling Towers. Change Order No. 2 for \$10,000 was to cover basin concrete repairs. The total cost of both change orders was \$24,300.

The Engineer's original cost estimate for this project was \$3,485,000. After receiving the Evaptech bid and adding in these three change orders, the total contract cost will be \$2,909,971. The Council-approved Capital Improvements Plan has a total of \$4,000,000 for this project.

ALTERNATIVES:

1. Approve contract Change Order No. 3 with EvapTech, Inc., Lenexa, Kansas, for the Cooling Tower Replacement project in the amount of \$75,671.
2. Reject contract Change Order No. 3 which will result in project cancellation and the payment of costs already incurred by Evaptech for engineering and material.

MANAGER'S RECOMMENDED ACTION:

Multiple outside evaluations have confirmed that this project is necessary to restore the integrity and efficiency of the Power Plant's cooling towers. If the cooling towers are not

replaced this coming year, the risks of catastrophic failure will increase significantly. Should that happen, electricity production would stop.

This Change Order is required because of the nearly 2-month delay in the construction of the Control Room addition. As a result, the start of the Unit #8 conversion has also been delayed by nearly 2 months. To have Evaptech demobilize their crew and re-mobilize when the City is ready to start the unit #8 cooling tower project was more cost effective than keeping them onsite.

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

ITEM # 20
DATE: 10-27-15

COUNCIL ACTION FORM

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

BACKGROUND:

This annual program is to remove and replace concrete street sections that have deteriorated. Removal and replacement of concrete street sections provides enhanced rideability to residents and visitors. The 2014/15 program locations include Hayward Avenue (Hunt Street to Lincoln Way), Ridgewood Avenue (9th Street to 13th Street), and 9th Street (Northwestern Avenue to Brookridge Avenue). The water mains on Hayward Avenue, Ridgewood Avenue, Park Way (Ridgewood Avenue to Brookridge Avenue) and 9th Street (Ridgewood Avenue to Brookridge Avenue) were also replaced as part of this program.

This specific project was for the improvements on Hayward Avenue. This project included full concrete pavement reconstruction, storm sewer intake replacement, box culvert reconstruction, sanitary sewer manhole replacement, and sanitary sewer main repairs and the replacement of the water main on Hayward Avenue from Hunt Street to Lincoln Way.

On January 27, 2015, Council awarded this project to Con-Struct, Inc. of Ames, Iowa in the amount of \$1,035,707.45. Three change orders were approved for this project. Change Order No. 1, in the amount of \$122,903.63 was approved by Council on August 11, 2015 for the repairs to an existing sanitary sewer pipe along the west side of Hayward Avenue from College Creek to Lincoln Way. Change Order No. 2, administratively approved by staff in the amount of \$550 was for the spot repair of an unmarked storm sewer pipe damaged during excavation. Change Order No. 3, administratively approved by staff in the amount of \$5,614.83, was the balancing change order which reflected actual quantities installed in the field. Construction was completed in the amount of \$1,164,775.92.

The 2014/15 Concrete Pavement Improvements Program includes funding and expenses, shown as follows:

Program Funding Summary	Total Funding	<i>Distribution per Location</i>	
		Ridgewood Ave, 9th St, Park Way	Hayward Ave
14/15 Concrete Pavement Improvements			
GO Bonds	\$ 1,655,000.00	\$ 1,055,000.00	\$ 600,000.00
Road Use Tax funds	\$ 50,000.00	\$ -	\$ 50,000.00
Electric Utility funds	\$ 21,000.00	\$ -	\$ 21,000.00
14/15 Water System Improvements (Water Utility fund)	\$ 515,000.00	\$ 385,000.00	\$ 130,000.00
13/14 Sanitary Sewer Rehab Program (Sanitary Sewer Utility fund)	\$ 57,397.00		\$ 57,397.00
14/15 Sanitary Sewer Rehab Program (Sanitary Sewer Utility fund)	\$ 22,000.00	\$ 22,000.00	\$ -
15/16 Sanitary Sewer Rehab Program (Sanitary Sewer Utility fund)	\$ 65,506.63		\$ 65,506.63
13/14 Neighborhood Curb Replacement Program	\$ 24,500.00	\$ 24,500.00	\$ -
11/12 Asphalt Pavement Improvements (project savings)	\$ 380,000.00	\$ 80,000.00	\$ 300,000.00
14/15 Storm Sewer Improvements (Storm Sewer Utility fund)	\$ 177,000.00	\$ -	\$ 177,000.00
Totals	\$ 2,967,403.63	\$ 1,566,500.00	\$ 1,400,903.63

Program Expense Summary	Total Expenses	
Engineering (estimated / actual)	\$ 252,852.00	\$ 232,955.00
Construction Costs (awarded / actual)	\$ 1,264,261.00	\$ 1,164,775.92
Totals	\$ 2,914,843.92	\$ 1,397,730.92

ALTERNATIVES:

1. Accept the 2014/15 Concrete Pavement Improvements Contract #1 (Hayward Avenue) as completed by Con-Struct, Inc., of Ames, Iowa, in the amount of \$1,164,775.92.
2. Direct staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

This project was completed in accordance with the approved plans and specifications and is within the approved budget. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

**SUBJECT: 2014/15 ARTERIAL STREET PAVEMENT IMPROVEMENTS
 (LINCOLN WAY – SQUAW CREEK BRIDGE TO OAK AVENUE)**

BACKGROUND:

This annual program is for reconstruction or rehabilitation of arterial streets to restore structural integrity, serviceability, and rideability. Locations are chosen in accordance with the most current street condition inventory. The 2014/15 project location is Lincoln Way from the Squaw Creek Bridge to Oak Avenue. The work involved a mill and overlay of the existing pavement, full depth pavement repairs, curb and gutter spot repairs, reconstruction of pedestrian curb ramps, storm and sanitary sewer pipe spot repairs, removal and replacement of storm sewer intakes, removal and replacement of sanitary sewer manholes, and updating the Lincoln Way/Hazel Avenue traffic signal to radar vehicle detection.

On November 10, 2014, City Council awarded this project to Manatt’s Inc. of Ames, Iowa in the amount of \$659,854.40. One change order was administratively approved, the balancing change order with a \$26,108.70 deduction, which reflected actual quantities installed in the field. Construction was completed in the amount of \$633,745.70.

The 2014/15 Arterial Street Pavement Improvements Program includes funding and expenses as shown in the table below:

Program Funding Summary

14/15 Arterial Street Pavement Improvements	
GO Bonds	\$ 700,000
Electric Utility funds	\$ 50,000
14/15 Sidewalk Safety Program	\$ 30,000
14/15 Storm Sewer Improvements (Storm Sewer Utility fund)	\$ 30,000
Totals	\$ 810,000

Program Expense Summary

Engineering (actual)	\$ 95,100.00
Construction (actual)	\$ 633,745.70
Totals	\$ 728,845.70

ALTERNATIVES:

1. Accept the 2014/15 Arterial Street Pavement Improvements (Lincoln Way) as completed by Manatt's, Inc., of Ames, Iowa, in the amount of \$633,745.70.
2. Direct staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

This project was completed in accordance with the approved plans and specifications and is within the approved budget. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

SUBJECT: 2012/13 STORM SEWER OUTLET EROSION CONTROL (PINEHURST DRIVE IN GREEN SUBDIVISION – 5TH ADDITION)

BACKGROUND:

This annual program provides for stabilization of eroded areas due to discharges of the storm sewer system into streams, channels, swales, gullies, or drainage ways in residential areas. This program provides a more permanent control of the erosion and reduces recurring maintenance costs in these areas.

The 2012/13 program locations include Pinehurst Drive in the Green Subdivision 5th Addition and behind Windsor Oaks at 1100 Adams Street. The work anticipated for the Windsor Oaks area is the management/removal of crown vetch that has grown in the area. This invasive plant will continue to grow and spread throughout the area and will be detrimental to native plants.

This specific project was for re-stabilization of the creek channel and pond at Pinehurst Drive in Green Subdivision, 5th Addition. The area has seen erosion of the banks that were stabilized with treated timbers. Those timbers have passed their useful functionality and need to be replaced.

Staff contracted with Clappsaddle Garber Associates (CGA) to analyze the creek flows and develop plans for the stabilization. Staff and CGA met with area residents on-site to review options. All residents agreed on the work to be performed, but wanted the length of the stabilization increased to protect an additional downstream area. As such, a bid alternate for the additional length was added to the project. This bid alternate would have only been recommended for award if pricing remained within budget.

At the August 26, 2014 City Council meeting, Council approved plans and specifications and set the bid date for the project at September 17, 2014. No bids were received, which was reported to City Council on September 23, 2014 Council directed staff to evaluate alternatives for accomplishing the creek stabilization this calendar year. Staff reviewed the originally designed plans and developed an alternative design, with an estimate of \$66,640. At the October 14, 2014 Council meeting, Council approved the purchase order to Central Landscape in the amount of \$76,189.33. **Work has been completed in the amount of \$76,004.40.**

This program is shown in the 2012/13 Capital Improvements Plan with funding of \$100,000 from the Storm Sewer Utility Fund. Additional funding in the amount of \$28,344 was identified from project savings in the 09/10 Low Point Drainage Improvements (Crystal Street), bringing **total available funding amount of \$128,344.**

The estimated expenses for this 2012/13 Storm Sewer Outlet Erosion Control Program are as follows:

Pinehurst Drive in Green Subdivision 5th Addition (This Project)	\$ 76,004.40
Windsor Oaks (Estimated)	\$ 15,000.00
Engineering and Contract Administration (total program)	<u>\$ 25,000.00</u>
	\$116,189.33

ALTERNATIVES:

1. Accept the 2012/13 Storm Sewer Outlet Erosion Control project as completed by Central Landscape of Ames, Iowa in the amount of \$76,004.40.
2. Direct staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

The project is now complete in accordance with the plans and specifications, within the approved budget and will provide long term bank stabilization to the creek that is adjacent to multiple residential properties.

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

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 115 9th STREET, 913 DUFF AVENUE, AND 915 DUFF 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 establishing a recognized property description of official parcels, through approval of a plat of survey, for the purpose of obtaining building permits

This particular plat of survey is to establish official “parcel” letters for each of the three existing pre-established conveyance parcels, for the purpose of clarifying the legal description and parcel boundaries, prior to seeking building permits. (see *Attachment B – Proposed Plat of Survey*). All three proposed parcels (see *Attachment A – Location Map*) are zoned as “RM” (Residential Medium Density) within the “O-SFC” (Single Family Conservation Overlay District). Proposed Parcel “C”, with frontage on 9th Street, is also in the “O-H” (Historical Preservation Overlay District), known in Ames as the Old Town Historic District. There are existing frontage improvements along Duff Avenue and 9th Street, and no new improvements are required with the plat of survey.

The parcels at 913 and 915 Duff Avenue, were previously occupied by apartment buildings (one building on each lot), which were conversions of structures originally constructed as single-family dwellings. These structures were demolished by the current owners in 2011. The property owners desire to establish these legal parcels, in preparation for site plan approval and for the issuance of building permits at some point in the future. Timing for the redevelopment of the two properties is yet to be determined by the owners. The third parcel, at 115 9th Street, could function as vehicular access to the other two parcels, and at a width of eight feet is one-half the width of a former alley.

Once a proposed plat of survey has been approved by the City Council by resolution, and once conditions of approval have been met, if required, the official plat of survey may be prepared for signature by a licensed surveyor. The plat of survey prepared for official signatures shall be submitted to the Planning & Housing Department for the Director's review and signature, 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 for the three parcels located at 115 9th Street, 913 Duff Avenue, and 915 Duff Avenue.
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:

The retracement of the current lots and creating parcel legal descriptions conforms to the lot line boundary requirements of the O-SFC zoning and satisfies all code requirements for the platting of conveyance parcels. Staff has made a preliminary decision of approval.

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 115 9th St., 913 Duff Ave., 915 Duff Ave.

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

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

The site is located at:

Owners: Harold Pike (115 9th St.)
Julie A. Pike (913 Duff Ave.)
Sherman Avenue Properties LLC (915 Duff Ave.)

Existing Street Addresses: 115 9th Street, 913 Duff Avenue, 915 Duff Avenue

Assessor's Parcel #s: 0902136119, 0902136070, 0902136060

Legal Description: See Attachment C
(Parcel A, B & C Survey Descriptions)

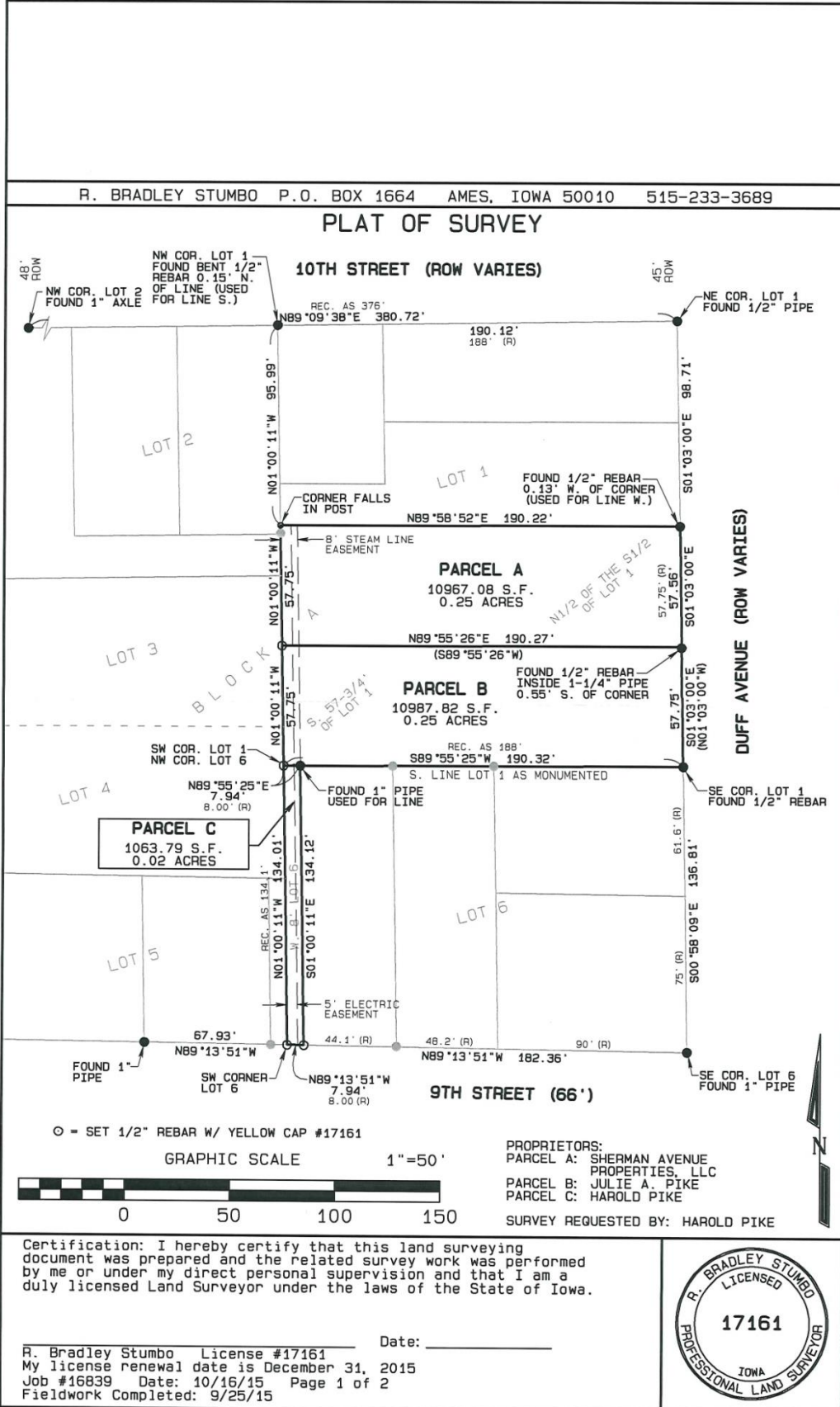
Public Improvements:

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

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

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

ATTACHMENT B: PROPOSED PLAT OF SURVEY



ATTACHMENT C: PARCELS A, B & C SURVEY DESCRIPTIONS

Job #16839

Page 2 of 2

Survey Description-Parcel A:

The North Half of the South Half of Lot 1 in Block A in the Southeast Corner of the East Half of the Northwest Quarter of Section 2, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as described in the Warranty Deed filed on August 15, 2011 at Inst. No. 11-07778, and being more particularly described as follows: Commencing at the Southeast Corner of said Lot 1; thence N01°03'00"W, 57.75 feet along the East line thereof to the point of beginning; thence S89°55'26"W, 190.27 feet to the West line of said Lot 1; thence N01°00'11"W, 57.75 feet along said line; thence N89°58'52"E, 190.22 feet to the East line of said Lot 1; thence S01°03'00"E, 57.56 feet along said line to the point of beginning, containing 0.25 acres.

Survey Description-Parcel B:

The South 57-3/4 feet of Lot 1 in Block A in the Southeast Corner of the East Half of the Northwest Quarter of Section 2, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as described in the Warranty Deed filed on January 22, 1993 in Book 294, Page 115, and being more particularly described as follows: Beginning at the Southeast Corner of said Lot 1; thence S89°55'25"W, 190.32 feet to the Southwest Corner thereof; thence N01°00'11"W, 57.75 feet along the West line of said Lot 1; thence N89°55'26"E, 190.27 feet to the East line of said Lot 1; thence S01°03'00"E, 57.75 feet along said line to the point of beginning, containing 0.25 acres.

Survey Description-Parcel C:

The West 8 feet of Lot 6 in Block A in the Southeast Corner of the East Half of the Northwest Quarter of Section 2, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, as described in the Quit Claim Deed filed on November 2, 2011 at Inst. No. 11-10906, and being more particularly described as follows: Beginning at the Southwest Corner of said Lot 6; thence N01°00'11"W, 134.01 feet to the Northwest Corner thereof; thence N89°55'25"E, 7.94 feet along the North line of said Lot 6; thence S01°00'11"E, 134.12 feet to the South line thereof; thence N89°13'51"W, 7.94 feet to the point of beginning, containing 0.02 acres.

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

Planning and Housing Director

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR QUARRY ESTATES SUBDIVISION, FIRST ADDITION

BACKGROUND:

The City's subdivision regulations are included in Chapter 23 of the Ames Municipal Code. This "Subdivision Code" includes the process for creating or modifying property boundaries, and specifies whether any improvements are required in conjunction with the platting of property. The creation of new lots is classified as either a major or minor subdivision, with a major subdivision requiring a two step platting process to finalize the creation of new lots. The "Preliminary Plat" is first approved by the City Council, and identifies the layout of the subdivision and any necessary or required public improvements. Once the applicant has completed the necessary requirements, including provision of required public improvements or provision of financial security for their completion, an application for a "Final Plat" may then be made for City Council approval. Often the subdivision is developed in phases, called "additions." After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat.

Quarry Estates LLC, represented by Kurt Friedrich, has submitted a final subdivision plat for Quarry Estates Subdivision, First Addition. The Quarry Estates development lies north of Ada Hayden Heritage Park as shown on the location map in Attachment 1.

This final plat is consistent with the master plan approved by the City Council on October 14, 2014 and with the preliminary plat approved on April 14, 2015. The plat proposes 53 residential lots (of which 28 on Quarry Drive are sized for twin homes), two outlots for conservation areas (Outlots A and B), and a large outlot for future development (Outlot ZZ). The residential lots lie at the east end of the development adjacent to the H. P. Jensen Subdivision on Alta Vista Court. Trail connections to Ada Hayden Park is also part of this first addition of Quarry Estates.

A loop street, Quarry Drive, contains lots for twin homes. Portions of Ada Hayden Road and Ledges Drive are a part of this phase and will be fronted with single-family detached homes.

Very little of the required improvements, including streets, sanitary sewer, public water, and storm sewer system, have been completed or inspected so financial security in the amount of \$1,698,761.80 has been provided. The financial security also includes costs of installing all the sidewalks within this phase. **In accordance with recent changes to the subdivision code, all public improvements, including 5-foot sidewalks, must be installed within three years of final plat approval.** Street trees can still be deferred until occupancy of a home. The financial security allows the City to complete the improvements, including the sidewalks, after three years if necessary. The City

Council is being asked to accept the signed Improvement Agreement with financial security for those improvements. Financial security can be reduced by the City Council as the required infrastructure is installed, inspected, and accepted by the City Council.

This subdivision is unique in that it is the first to be submitted under the requirements of the Conservation Subdivision section of the subdivision regulations. The Conservation Management Plan, prepared by Inger Lamb of Prairie Landscapes of Iowa, details the installation, long-term maintenance, public outreach and education, and lawn care coordination of the prairie and woodland areas. A draft copy of the plan is included for the City Council's information in Attachment 3. **The Parks and Recreation and Public Works staff have reviewed it and will require a few amendments before the Municipal Engineer will approve it, as required by the Conservation Subdivision Ordinance.** Staff wants to ensure that the plan will protect the Ada Hayden lake watershed as well as the upland park area. **However, in order to meet a staff agreed upon timetable and to minimize delay for the Developer, staff is recommending approval of the plat with an additional condition that it not be released for recording until city staff has approved the Conservation Management Plan.** It is not anticipated to take more than an additional day or two beyond Council approval to finalize and incorporate staff's recommended revisions.

The approval of the preliminary plat in April placed some very specific requirements on the final plat. **One condition is that the developer provide a north bound and south bound turn lane on Grant Avenue.** Since this plat does not include any connection to Grant Avenue (all access for the First Addition will be from 190th Street), this requirement for a turn lane will be fulfilled in a later phase when the connection to Grant Avenue is made.

A second condition is that the developer provide a layout showing the lighting of the intersection of Ada Hayden Road with 190th Street. The Subdivision Code has since been amended to require the illumination of intersections and adjacent streets. This condition will be accomplished with the coordination of Ames Electric Department and Midland Power.

A third condition is that a plan be provided to the Planning and Housing Department showing the placement of street trees, street lights, driveways, and fire hydrants on Quarry Drive. This street will contain narrow lots to accommodate twin homes and the review is needed to minimize conflicts with this infrastructure and to maximize on-street parking. In this plan, streets trees are provided in a manner that clusters some of the trees into groups rather than uniformly placing street trees in linear spacing along the streets. Staff has reviewed the plan and finds that it is acceptable per the standards of the Conservation Subdivision Ordinance.

After reviewing the proposed Final Plat, staff finds that it complies with the approved Master Plan, Preliminary Plat, and all other relevant design and improvement standards required by the Municipal Code except as noted for the conservation management plan.

ALTERNATIVES:

1. The City Council can approve the Final Plat of Quarry Estates Subdivision, First Addition, based upon the staff's findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans with an Improvement Agreement and financial security. **This option would also direct staff to not to release the Final Plat for recording until city staff has approved the Conservation Management Plan.**
2. The City Council can delay approval of the Final Plat for Quarry Estates Subdivision, First Addition until the City staff has approved the Conservation Management Plan.
3. The City Council can deny the Final Plat for Quarry Estates Subdivision, First Addition if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

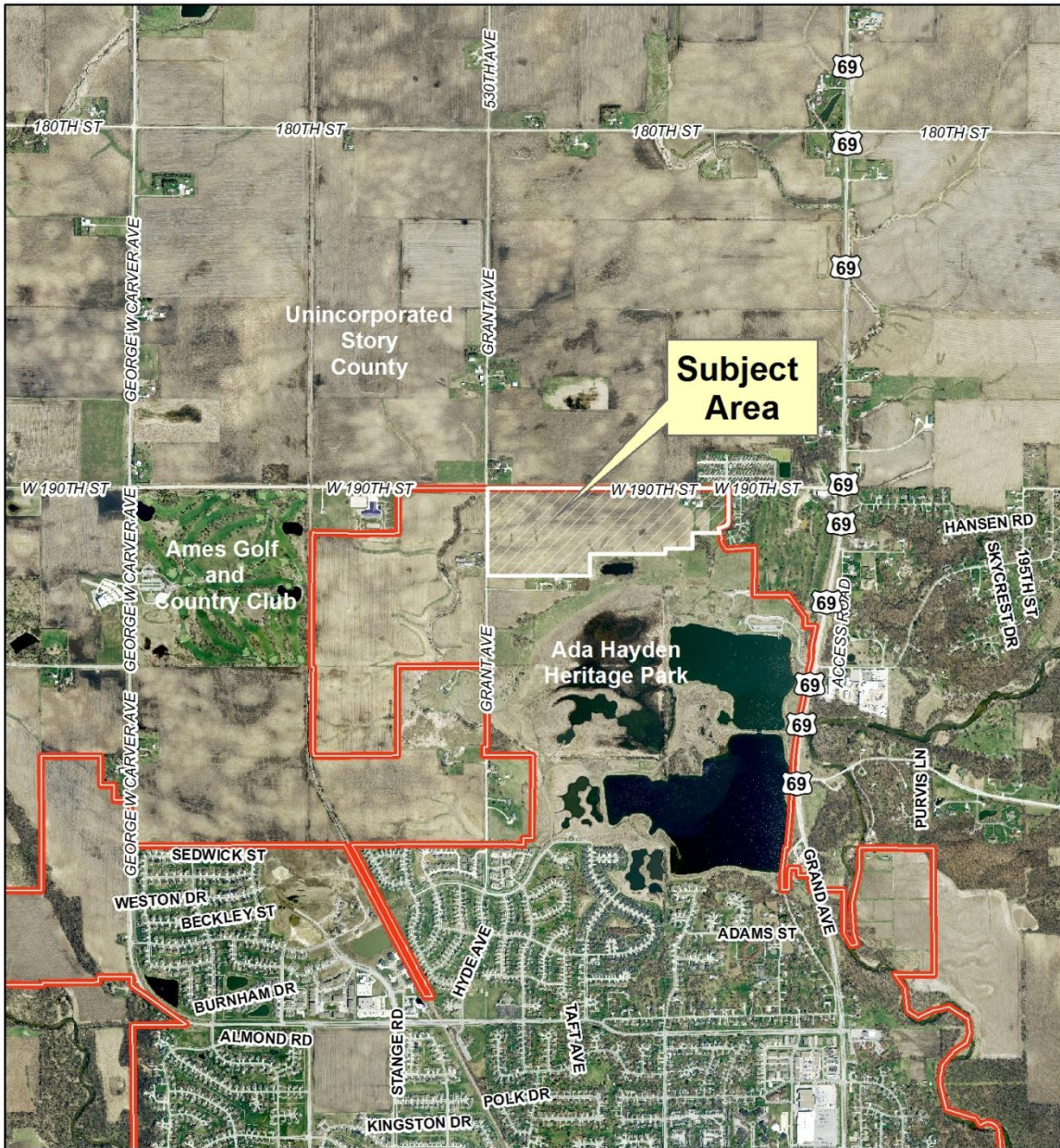
MANAGER'S RECOMMENDED ACTION:

City staff has evaluated the proposed final subdivision plat and determined that the proposal is consistent with the master plan and preliminary plat approved by City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code.

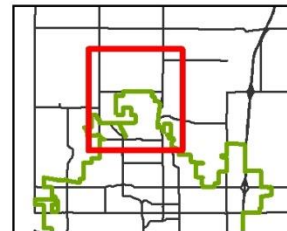
Since this is the first conservation subdivision requiring a Conservation Management Plan, staff wants to ensure that the plan meets the statutory requirements of Sec. 23.605(3). In addition, the covenants need to reflect the adoption by the property owners association of the management plan and ensure it is binding on the conservation easement areas. Staff has thoroughly reviewed the plan, has provided comments to the applicant, and is waiting updated documents. Since the conservation ordinance requires only staff approval of the Conservation Management Plan, it does not need to return to the City Council.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 to approve the final plat for Quarry Estates Subdivision, First Addition, but direct staff to not release it for recording until the Conservation Management Plan is approved by the City staff.

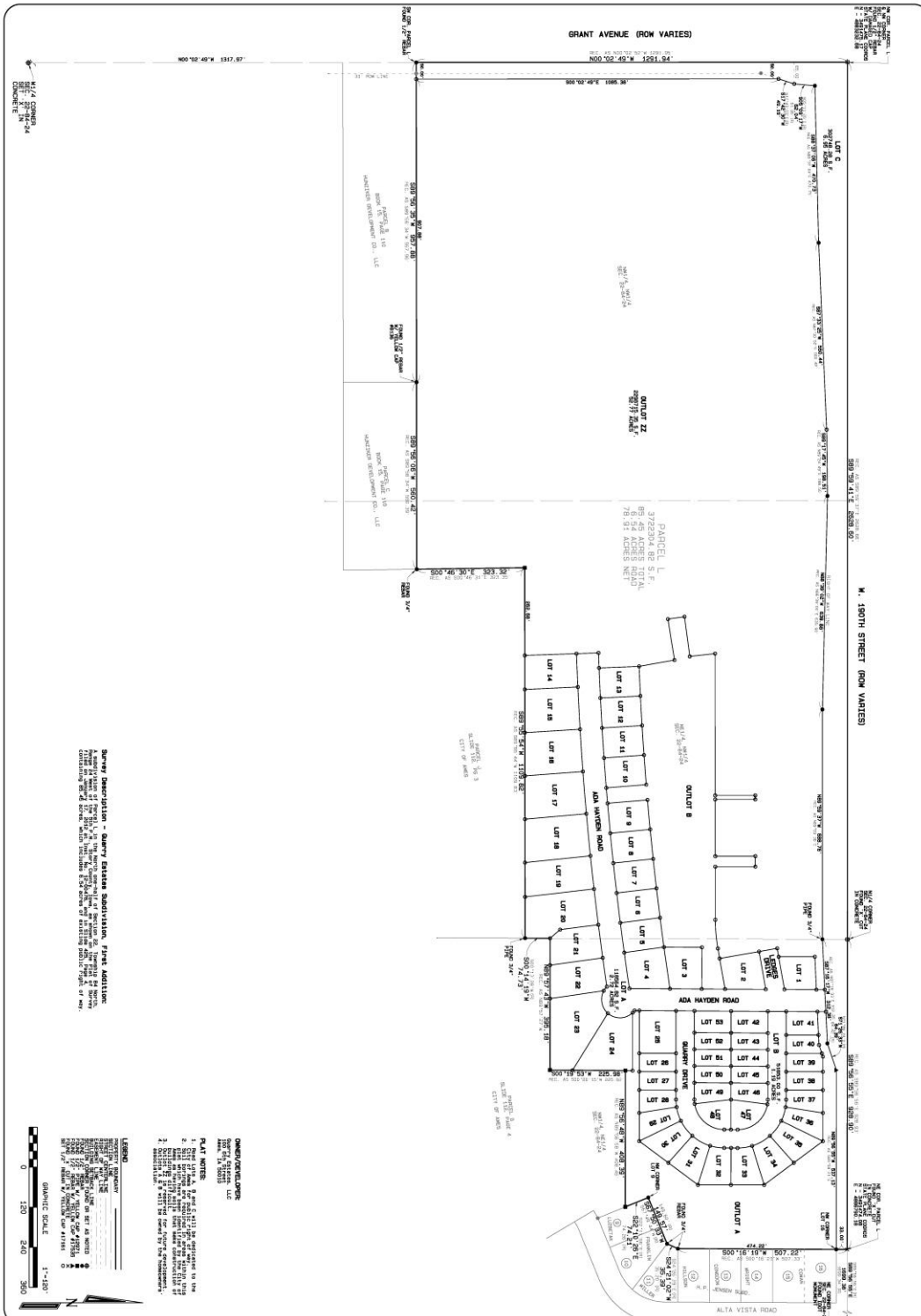
ATTACHMENT 1: LOCATION MAP



Location Map
Quarry Estates Property
904 W 190th Street



ATTACHMENT 2: QUARRY ESTATES SUBDIVISION FIRST ADDITION



**STUMBO & ASSOCIATES
LAND SURVEYING**
510 S. 17th STREET, SUITE 102 AMES, IOWA 50010
PHONE 515-233-3604 FAX 515-233-4403

**FINAL PLAT
QUARRY ESTATES SUBDIVISION,
FIRST ADDITION**
A SUBDIVISION OF PARCEL L IN THE N1/2 OF
SECTION 22-84-24, STORY COUNTY, IOWA
JOB #15442FP DATE: 10/22/15 PAGE: 1 of 2

Certification: I hereby certify that this land surveying was prepared by me or under my direct personal supervision and that I am a duly licensed land surveyor under the laws of the State of Iowa.
I, Bradley Stumbo License #17161 Date: _____
My License Renewal Date is December 31, 2015.
THIS SIGNATURE COVERS TWO PAGES.



ATTACHMENT 3: CONSERVATION MANAGEMENT PLAN

Guidance for Establishment & Management of Prairie and Woodland Areas

Quarry Estates, Ames Iowa

September 2015

Contents:

1. Long-term Maintenance
2. Prairie and Woodland Understory Establishment
Site Preparation
Prairie Establishment – outlying areas
Prairie Establishment – internal areas
Wetland and Drainage Area Vegetation
3. Site-wide maintenance During Construction Phase
4. Public Outreach and Education
5. Coordination with Lawn Care
6. Review of Allowed Tree List

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CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

1. Long-Term Maintenance:

- This section is listed first to underscore the essential need for long-term management planning for maintenance of the prairie, wetland and woodland areas. Activities directed at keeping all natural areas in good condition should be considered on *the same level of importance as planning for lawn care and snow removal*. Furthermore, routine maintenance of established natural areas, performed by knowledgeable and experienced staff, will not only keep the needed labor and inputs to a minimum, it will also be less costly per acre than traditional lawn management and result in a considerably more ecologically desirable setting.
- Once established, all natural areas should receive, at a minimum, an annual assessment by an ecologist experienced in management of such areas. This includes inspection of all relevant landscapes for environmental (invasive species entry, weeds or tree seedlings, drought effects etc.) and mechanical (mowing damage, herbicide overspray, vandalism) issues. Areas in need of repair or restoration should be addressed promptly.
- An annual sweep to remove shrub and tree seedlings should be expected. This can be in the form of prescribed fire or mechanical removal by hand.
 - A healthy prairie area will have few new weeds but surrounding unmanaged areas may serve as a seed source.
 - Introduction of trees near prairie areas for landscaping purposes should be seen as increasing prairie management needs due to increased need to remove encroaching tree seedlings.
- All prairie and woodland understory areas should be mowed annually if a prescribed fire has not been administered.
 - Generally mowing is done late spring to allow winter cover to remain in place for animal benefit and leave a more interesting landscape during the dormant season.
 - Prescribed fire is usually done on a three-year rotation, usually in early spring but fall burns are also acceptable. This activity in particular should only be performed by experienced crews with National Wildfire Coordinating Group (NWCG) training and all relevant insurance policies and permits.
- After periods of unusually dry or wet weather some reduction of desirable prairie species may occur. In such cases the annual inspection should especially include recommendations that address any significant areas of bare or sparsely populated ground. These areas should be re-seeded with appropriate seed mix or planted with live plants rather than allowed to become weedy and leading to larger problems.

2. Prairie and Woodland Understory Establishment:

Site Preparation: ongoing July – October 2015

- Existing tree assessment:
 - Road and lot line markers should be installed on the east end of the site.
 - Careful evaluation of existing trees relative to future construction should follow lot line delineation with emphasis on preservation of select hackberries and oaks. There are numerous walnut trees also; some of these are good size and should be left standing where feasible.
 - Weedy maples (box elder and silver/soft maple), mulberry and honeysuckle should be removed. These species re-seed prolifically, leading to increased annual maintenance.
 - Remove by cutting and treating the stumps with glyphosate or tricopyr
 - No use of Tordon should be allowed onsite
 - Consider leaving larger stumps for signage, art installations, and/or casual seating.
 - Some trees are large enough for sculpture carving of the trunk
 - If not left for use mounting signs or seating, cut low to ground = do not grind out stumps – resulting soil disturbance stimulates weeds and resulting shallow soil cover is not suitable for deep-rooted species
- Existing lawn grass and hayfield to be converted to prairie and woodland understory:
 - Mow in normal cycle until herbicide treatment begins
 - If possible late 2015 unwanted vegetation can be eliminated
 - spray with glyphosate (grass) and aminopyralid (areas with clover, alfalfa, bird's foot trefoil)
 - Repeated inspections and additional treatments as green-up occurs
 - No tilling or soil disturbance
 - *Seed will go directly onto killed grass so no erosion control needed*
- Areas on south edge of Quarry Estates that are contiguous with Ada Hayden Heritage Park property:
 - Discussions should be held with City and County stakeholders to coordinate establishment and management of this interface
 - *Recommend eliminating all lawn grass between the two properties and managing southern border as continuous native landscape with Ada Hayden northern property*
 - This will dramatically reduce management issues stemming from cool season non-native grass border between properties
 - This will significantly broaden the natural area aspect
 - Woody sections just south of Quarry Estates property can be improved as part of tree and old home site clean-up on east end
 - Emphasis on cedar and honeysuckle removal
 - If left in current condition these areas will be weed-producers, leading to increased management needs on QE areas

Prairie Establishment- Outlying Areas:

Early winter 2015

- all areas with treated vegetation should be seeded by hand-broadcasting
- areas on outer edges, especially those adjacent to Ada Hayden Heritage Park property, to be seeded with seed mix originating from Doolittle State Preserve
- areas closer to walkways to be seeded with a high density mix of somewhat shorter species, emphasizing flowering species with a wide range of blooming times

- areas under trees on east end to be seeded with a savanna species mix, again emphasizing showy species but maintaining diversity and high plant density

Spring – Fall 2016

- Seeded areas monitored approximately every two weeks for weed growth
 - if weed growth is sufficient to cause significant shade on desirable seedlings: weed or mow
 - weeding to be done by hand in areas not too dense with weeds
 - if necessary spot mow or use mechanical trimmer on weedy areas.
 - This sets back weeds and favors growth of native species, but *does reduce flowering and lead to a less attractive stand during establishment.*
 - Desirable to maximize flower display to improve public and new landowner reception, therefore hand weeding is preferred where possible
 - Monitor for alfalfa, bird's foot trefoil, quackgrass, brome etc. and treat with herbicide as needed
- Areas that have been damaged or not developing as expected should be evaluated and re-seeded
 - Care to be taken to use species that germinate readily during any warm season seeding
- Continued monitoring and removal of maple seedlings, honeysuckle, cedars, mulberry etc.

Spring – Fall 2017

- Early spring mowing of all seeded areas
- Continued iterative maintenance: monitor for weeds and damage, treat as needed

Spring – Fall 2018

- Possible spring burn, depending on stand establishment. Coordinate with Ada Hayden HP staff. Mow site if not burned.
- Continued iterative maintenance: monitor for weeds and damage, treat as needed

Prairie Establishment in Internal Areas:

- These areas to have somewhat shorter vegetation than the outlying border areas, with greater emphasis on showy flowering species
- To be seeded as soon as possible after heavy equipment is off the areas
- *Speed of establishment very dependent on keeping weeds from setting seed during construction phase (see "3. Site-wide Management During Construction")*

Wetland/Drainage Areas Vegetation:

- Recommend that native species be utilized to the largest degree possible
 - Many engineered hardscapes have been tried in recent years, few are attractive
 - Focus on infiltration via native species
 - Weeds virtually always establish in drainage-bottom hard surfaces, unattractively.
 - Use of appropriate native species solves both drainage and weed issues
- Species with a broad moisture tolerance will be selected
 - Often wetland species area used in these areas – can't make it through dry summer spells, weeds move in when the wetland species die out
- Having vegetation (vs. impervious surfaces) on a broad range of moisture regimes across this site will lead to better habitat establishment because many animal species require a variety of habitats thru growing season

3. Site-wide Management during construction:

It is important to understand the impact of letting a weedy stand of vegetation develop during construction:

- In traditional post-construction landscaping either sod or lawn grass seed is established.
 - Sod and seeded lawns can be managed for weeds by use of broad-leaf herbicides (and the weed-smothering effect of sod).
- *Establishing a natural prairie landscape post-construction is considerably different:*
 - Broad-leaf herbicides will damage prairie species along with the weedy species, and there is no sod to smother weed seeds.
 - Furthermore, the weed seeds will contaminate the border areas being prepared for seeding fall 2015.
 - For these reasons it is strongly recommended that weeds in the areas to be developed are kept well under control, to a larger degree than with typical construction, with mowing or spraying treatments as construction goes on. *Not following thru with this recommendation will lead to a longer (unattractive) establishment period and considerably more management labor expense.*

4. Public Outreach and Education:

- People who are not familiar with native landscapes (or have seen failed attempts at establishing such areas) are often put off by what can be a weedy appearance when compared to traditional park-like landscaping.
 - This is especially true during establishment years, and even more so during establishment on weedy sites.
 - Again, emphasis on benefits of preventing weeds from setting seed during construction phase
 - There will always be some people that prefer a traditional high maintenance, controlled landscape, but with education and exposure to healthy natural landscapes many people will enthusiastically embrace a more natural appearance and the benefits offered.
- To help people have accurate and realistic interpretations of these natural areas the following outreach and education is recommended:
 - Education:
 - Signage onsite, both temporary explanations during establishment and more permanent once the site is well underway. This should include QR codes for access to websites with broader information than that immediately available onsite.
 - Especially useful to point out the natural landscape as historic, and in scarce supply
 - Today many people are interested in milkweeds for butterfly gardens, this is great but useful to argue many less showy species benefit from a broad prairie matrix – not just butterflies
 - *emphasis on habitat establishment is generally well received*
 - phrasing like “During establishment of prairies, first year they sleep, second year they creep, third year they leap” conveys need for patience
 - Know that education in the second growing season after seeding is important – this is when patience can wane in those unaccustomed to the timeframe needed to establish prairie. Keeping residents and other interested parties updated with progress during this time period can prevent many frustrations on both the part of managers and those waiting to see a mature stand.
 - Hold onsite meetings advertised to both the public and new homeowners to provide opportunity for questions and comments (see comment directly above).

- Once established, scheduled walking tours around the natural areas with knowledgeable ecologist
- Provide website and other social media with current information updates and access to deeper explanations
- *Consider interviewing previous landowners* for oral history of site, historic perspective on century farm as part of education signage. Old photos could be useful for website development.
- Borders:
 - Research has shown that a paved edge, fencing, signage etc. silently send a *message that the landscaping is designed and intentional*, not just a case of someone not bothering to mow or otherwise maintain the area
 - Recommend that the *internal prairie areas between parallel lots be delineated by spaced boulders*
 - Zero maintenance “fencing”
 - Spacing can be fairly broad
 - Brings in the “glacial erratic” story to the historic landscapes educational piece
 - Allows some seating for watching birds and butterflies
 - Lawnmowers prevented from cutting into prairie areas to turn etc.
 - Heavy enough to prevent creative re-location

5. Coordination with Lawn Care Providers:

Typically lawn care companies do not understand prairie management and often don't appreciate prairie vegetation. This commonly leads to issues with herbicide overspray during dandelion treatments, mowing damage and other issues. Any contract with a lawn care provider should include specific language to address potential damage and significant financial penalties when such occurs. *Note, minor penalties can be (and have been) seen as cheaper than taking time to mow carefully.*

Placement of boulders near lawn-prairie interfaces is one of the most effective methods of preventing mowing damage, and requires much less maintenance than fencing.

6. Trees to be planted:

- Use only native species, *this feeds into the native landscapes story for this subdivision and aids habitat establishment.*
- Planting trees in prairie areas will lead to ongoing increased management via the need for tree seedling removal
- Recommend adding Bur oak, White oak, swamp white oak, hazelnut, eastern wahoo, service berry to list
 - Other species to be recommended for specific locations
- Some comments on current tree list:
 - Avoid invasive species or those that re-seed profusely (leading to increased management needs):
 - *Amur maple should be actively avoided:*
 - <http://www.dnr.state.mn.us/invasives/terrestrialplants/woody/amurmaple.html>
 - <http://dnr.wi.gov/topic/Invasives/fact/AmurMaple.html>
 - Flowering pear: includes the very invasive Bradford pear:
 - <http://mdc.mo.gov/newsroom/avoid-invasive-trees-such-bradford-pear-landscape-plantings>
 - <http://caseytrees.org/blog/invasive-tree-week-bradford-pear/>
 - Norway maple: not native to the US and considered invasive
 - <http://www.nps.gov/plants/alien/pubs/midatlantic/acpl.htm>

- <http://www.dnr.state.mn.us/invasives/terrestrialplants/woody/norwaymaple.html>

Maples:

- Invasive Norway & Amur maples covered under Invasive heading
- Tartarian maple: Not as invasive as Amur maple but not native to our area
- Sugar maple:
 - we are west of its range. This species struggles here unless very well sited.
 - <http://maple.dnr.cornell.edu/pubs/trees.htm>
 - http://www.na.fs.fed.us/pubs/silvics_manual/volume_2/acer/saccharum.htm
- Black Maple: does much better in our area than sugar maple.
 - http://www.na.fs.fed.us/pubs/silvics_manual/volume_2/acer/nigrum.htm

○ Lindens:

- Littleleaf linden:
 - *native to Europe*: <http://www.plantmaps.com/nrm/tilia-cordata-small-leaved-lime-little-leaf-linden-native-range-map.php>
- American Linden is native, preferred:
 - http://www.na.fs.fed.us/pubs/silvics_manual/volume_2/tilia/americana.htm

○ Crabapples: showy for short period then very prone to losing leaves and unattractive look

○ Ginko: native to China

○ Hornbeam vs Hophornbeam

- Both species also called ironwood, possibility for confusion amongst suppliers is high
- Hornbeam (*Carpinus caroliniana*) similar to issues w/Sugar maple = we are west of its native range so specimens must be very carefully sited with expectations of only short term survival
- Hophornbeam = ironwood (*Ostrya virginiana*), understory tree genuinely native to central IA

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Storm Water Management Plan – Quarry Estates

OCT 01 2015

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

MAINTENANCE PLAN

The Contractor is required to maintain all temporary erosion control measures in proper working order, including cleaning, repairing, and replacing them as needed throughout construction. Once the project is completed and all permanent cover is established the erosion control measures will be removed. Onsite storm sewers and ponds will require periodic maintenance by the owner. Maintenance practices followed by the Contractor during construction of the project are as follows:

1. All control measures shall be inspected every 7 calendar days, and following any 0.50 inch rain event. Contractor is to verify that all erosion control measures are in proper working order.
2. Inspection reports shall be completed in accordance of the General Permit No. 2.
3. The Contractor/Owner or representative thereof will be responsible for conducting inspections to insure the SWPPP document is be complied with. They will also insure that water quality and erosion control measures put in place are in proper working order. This person must also have an acceptable level of knowledge regarding equipment and materials used to manage sediment control.

Permanent maintenance conducted post construction by the owner shall include the following:

1. Visual inspection of the site to insure that no erosion is occurring.
2. Visual inspections of onsite storm sewer during rainfall event to insure they are properly working.
3. Removal of any sediment that has collected in designated storm water detention areas.
4. Repair or replacing any damaged structures designed to control storm water runoff, and provided water quality measures for the site.
5. Regularly mow the detention areas.
6. Clear detention facilities of any volunteer trees.
7. Complete annual inspections of detention facilities, and maintain reports for 3 years.

Applicable Laws and Policies Pertaining to Final Plat Approval

Adopted laws and policies applicable to this case file include, but are not limited to, the following:

Ames *Municipal Code* Section 23.302

(10) City Council Action on Final Plat for Major Subdivision:

(a) All proposed subdivision plats shall be submitted to the City Council for review and approval. Upon receipt of any Final Plat forwarded to it for review and approval, the City Council shall examine the Application Form, the Final Plat, any comments, recommendations or reports examined or made by the Department of Planning and Housing, and such other information as it deems necessary or reasonable to consider.

(b) Based upon such examination, the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these Regulations, to other City ordinances and standards, to the City's Land Use Policy Plan and to the City's other duly adopted plans.

(c) The City Council may:

(i) deny any subdivision where the reasonably anticipated impact of such subdivision will create such a burden on existing public improvements or such a need for new public improvements that the area of the City affected by such impact will be unable to conform to level of service standards set forth in the Land Use Policy Plan or other capital project or growth management plan of the City until such time that the City upgrades such public improvements in accordance with schedules set forth in such plans; or,

(ii) approve any subdivision subject to the condition that the Applicant contribute to so much of such upgrade of public improvements as the need for such upgrade is directly and proportionately attributable to such impact as determined at the sole discretion of the City. The terms, conditions and amortization schedule for such contribution may be incorporated within an Improvement Agreement as set forth in Section 23.304 of the Regulations.

(d) Prior to granting approval of a major subdivision Final Plat, the City Council may permit the plat to be divided into two or more sections and may impose such conditions upon approval of each section as it deems necessary to assure orderly development of the subdivision.

(e) Following such examination, and within 60 days of the Applicant's filing of the complete Application for Final Plat Approval of a Major Subdivision with the Department of Planning and Housing, the City Council shall approve, approve subject to conditions, or disapprove the Application for Final Plat Approval of a Major Subdivision. The City Council shall set forth its reasons for disapproving any Application or for conditioning its approval of any Application in its official records and shall provide a written copy of such reasons to the developer. The City Council shall pass a resolution accepting the Final Plat for any Application that it approves.

(Ord. No. 3524, 5-25-99)

COUNCIL ACTION FORM

SUBJECT: DEMAND RESPONSE SERVICE (HIRTA) IMPLEMENTATION REPORT

BACKGROUND:

In 2014, staff from the City, Story County, and United Way worked through a series of facilitated discussions with HIRTA, the demand response transportation service provider in Story County. These discussions were held to understand HIRTA's service delivery and the needs of riders and community partners, and ultimately identify actions to improve service. The process resulted in the development of a 23-point action plan.

At the April 14, 2015, City Council meeting, the City Council authorized City staff to again work through a facilitated process with the stakeholders to create a plan to implement the priority action steps identified in the original report. The four priority action steps were:

- Mutually agree that transportation is a partnership and everyone will work collaboratively to resolve issues
- Incorporate enhanced technology in buses/vans for safety and passenger satisfaction
- Employ and retain staff/drivers
- Improve efficiencies in telephone and email system for passengers

Through a series of discussions, plans have been developed to address these key areas. Throughout the process, HIRTA has provided updates as to its progress accomplishing the other components of the 23-point action plan.

The final report is attached. City staff will work closely with HIRTA and other partners through the ASSET process to monitor progress made towards accomplishing the activities outlined in the plan.

Funding up to \$1,500 from the Local Option Sales Tax Fund was authorized by the City Council to cover one-half of the facilitator's expenses, with the remainder coming from the Story County Board of Supervisors. An invoice for one-half of the actual facilitation expenses has been delivered to the City for \$1,250. Story County has been invoiced another \$1,250.

ALTERNATIVES:

1. Accept the report and authorize payment to the facilitator in the amount of \$1,250.
2. Do not accept the report, and direct staff to obtain further information.

MANAGER'S RECOMMENDED ACTION:

The facilitated development of this implementation plan has provided clearer direction for HIRTA, community partners, riders, and governing agencies to ensure the most effective service possible. HIRTA and other affected organizations have taken steps to implement the 23 action steps. City staff and others will work with affected parties as the remainder of the action steps are implemented to ensure the success of this critical service for the community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report and authorize payment to the facilitator in the amount of \$1,250.

**Ames and Story County
Demand Response Service
Leadership Sustainability Group**

Final Report

And Executive Summary



February – September 2015

Demand Response Service Leadership Sustainability Group

EXECUTIVE SUMMARY

The Leadership Sustainability Group was created from the original Demand Response Service Task Force to continue the process improvement project regarding door-to-door transportation services provided for the elderly, disabled and general public in Ames and Story County (as opposed to the Dial-A-Ride service provided to ADA-eligible disabled individuals only). A series of four meetings with representatives from human service agencies/organizations and transportation providers was held from the months of April 2015 through September 2015.

Through the series of meetings, group members were tasked with implementing the top four priority actions from the Demand Response Service Task Force Action Plan¹. These actions are:

- #2 – Mutually agree that transportation is a partnership and everyone will work together collaboratively to resolve the issues (Partnership Action Team)
- #6 – Incorporate enhanced technology in buses/vans for safety and passenger satisfaction (Technology Action Team)
- #7 – Employ and retain staff/drivers (Staff Resources Action Team)
- #13 – Improved efficiencies in telephone and email system for passengers (Communication Action Team)

An additional action step not included in the top priorities but actively addressed is #23. Funding has been secured to purchase a vehicle to serve the City of Ames dedicated to address unforeseen operational issues and to ensure uninterrupted service.

The key recommendations of the Leadership Sustainability Group:

- **HIRTA needs to communicate its formal and informal complaint processes**
- **Riders and partners need to understand and use HIRTA's complaint processes**
- **Adoption of the Communication Plan by HIRTA Board and continued updates provided to customers, agencies, and other stakeholders regarding policy changes**
- **HIRTA needs to communicate recent staffing and phone improvements, continue to seek feedback, and implement additional improvements.**

It is important to stress that demand response service in the community is a partnership and the success of its operations is dependent upon open, quality dialog between all parties for the benefit of customers.

¹ Action Teams #2 and #13 combined their efforts because their work included similar issues and implementation steps.

Upon the completion of its focused work, the Leadership Sustainability Group will continue its involvement with public transportation through Story County’s Transportation Collaboration.

SUMMARY OF LEADERSHIP SUSTAINABILITY GROUP RECOMMENDATIONS

Category	Action
Partnership and Communication Action Team	Communicate HIRTA Service Policies to all stakeholders, including the complaint processes.
	Expand the Transportation Collaboration to include liaison representatives from human service agencies/organizations and provide performance reports on a quarterly basis.
	Agencies are to involve HIRTA with program development or program changes that will affect transportation, prior to implementation.
	Continue to mutually agree that transportation is a partnership and everyone will work collaboratively together to resolve issues.
	Communication Plan implementation by HIRTA.
Enhanced Technology Action Team	HIRTA will continue to research ways to fund additional capital purchases to ensure enhanced technology is implemented into service.
	HIRTA’s partners will provide support letters for funding proposals.
Staff Resources Action Team	Use a Green, Yellow, Red alert system to monitor driver staffing needs.
	HIRTA will consider a sign on bonus and/or employee referral bonus plan for driver recruitment.
	Use an electronic newsletter and social media to aid in communicating service/policy changes.
	Continue to analyze types of rides, riders, and geographical need.
	Identify and consider offers from human service agencies interested in providing training regarding specific customer needs.
	Everyone understands and agrees the client/customer is the Rider and the agency is a Partner.

Leadership Sustainability Group members reported that the process resulted in lessons learned and insights about their work together. This included increased openness, trust, education about transportation, focusing on the common good, and improved problem solving, communication, and relationships. HIRTA has received increased resources and improved recruitment retention as a result of this facilitated process.

Final Report

HISTORY AND PURPOSE

In 2014, a Demand Response Service Task Force convened to identify barriers for human services agencies/organizations assisting the elderly and disabled, and to further identify expectations for and solutions to demand response service in the community. This task force developed a 23-point action plan to improve demand response service (see Appendix G). Additionally, a Communication Plan was discussed to ensure healthy, ongoing dialog about issues between all interested parties.

Upon the completion of the task force's efforts, the work products were shared with the task force's sponsors: The Ames City Council and the Story County Board of Supervisors. The task force planning team received approval from the sponsors to develop a Demand Response Service Leadership Sustainability Group to work towards implementation of the four priority actions in the action plan. These actions were:

- #2 Mutually agree that transportation is a partnership and everyone will work together collaboratively to resolve issues
- #6 Incorporate enhanced technology in buses/vans for safety and passenger satisfaction
- #7 Employ and retain staff/drivers
- #13 Improved efficiencies in telephone and email system for passengers

Partway through, the implementation action teams #2 and #13 combined their efforts after realizing their work included similar issues and implementation steps.

LEADERSHIP SUSTAINABILITY GROUP MEMBERSHIP

As with the original task force that developed the action plan, the leadership sustainability group included members from area human services agencies, transportation providers, medical providers, and local funders. The membership included representatives from the following organizations:

- The Arc of Story County
- City of Ames
- CyRide
- Heartland Senior Services
- HIRTA
- Lutheran Services in Iowa
- Mainstream Living
- Mary Greeley Medical Center
- McFarland Clinic
- Optimae Life Services
- RSVP
- Story County
- United Way of Story County
- Visiting Nurse Services

Several of the leadership sustainability group members were also active participants in the Story County Transportation Collaboration

PLAN OF ACTION IMPLEMENTATION SCHEDULE

The process to begin to implement high priority DRS action items was accomplished through four large-group meetings. The meetings began in April 2015 and concluded in September 2015. Additionally, the action teams met as needed.

Date	Meeting Purpose
April 21, 2015	Meeting #1 – <ul style="list-style-type: none">• Review status of HIRTA and partner progress on actions from original report• Break into four action teams to brainstorm further implementation
June 23, 2015	Meeting #2 – <ul style="list-style-type: none">• Review status of HIRTA and partner progress on high priority actions• Identify gaps and overlaps between the four action teams; merge two groups that overlapped topics
August 19, 2015	Meeting #3 – <ul style="list-style-type: none">• Review status of HIRTA and partner progress on high priority actions• Action team updates and preparation for final reports• Transportation Collaboration report and recommendations for sustained Communication Plan
September 23, 2015	Meeting #4 – <ul style="list-style-type: none">• Receive and discuss action team reports for inclusion into final report• Discuss next steps to report and use group work and recommendations• Receive feedback from DOT and Story County HIRTA board representatives

MEETING SUMMARIES

Meeting #1-

The first meeting was held on April 21, 2015, at the Ames Public Library. The human services agencies, sponsors, and transportation providers were represented. After a welcome and introductions, the team charter was reviewed with the group. HIRTA representatives provided an overview of the 23 action plan steps proposed at the conclusion of the DRS task force, indicating any progress made on these action plan steps in the time since they were initially proposed. The four priority action steps were discussed, and attendees were broken into action teams each assigned to begin discussing an action step. Each team developed preliminary thoughts for how to address the issue and identified a schedule for any necessary outside meetings prior to the next full group meeting.

Meeting #2-

The second meeting was held on June 23, 2015, at the Ames Public Library. The human services agencies, sponsors, and transportation providers were represented. HIRTA provided further updates regarding the progress towards completing the 23 action plan steps. Reports were received from each of the action teams. It was decided by the team at this meeting to merge group #2 (Mutually agree that transportation is a partnership and everyone will work together collaboratively to resolve issues) and group #13 (Improved efficiencies in telephone and email system for passengers), and ask the consolidated group to develop the Communication Plan.

Meeting #3-

The third meeting was held on August 19, 2015, at the Ames Public Library. The human services agencies, sponsors, and transportation providers were represented. Each action team reported its progress. The consolidated communication plan team, in cooperation with the Transportation Collaboration, provided a handout entitled “Story County At-a-Glance Transportation Provider Services,” a matrix of transportation providers in the county and the services they provide. This matrix will serve as a reference to ensure that users’ expectations are aligned with the type of service provided by each provider. HIRTA staff provided a further update regarding the progress made towards the action item steps since meeting #2. It was clarified that the riders are HIRTA customers, while the agencies are the community partners. HIRTA is willing to work with agencies to ensure the service meets the riders’ needs to the extent possible, considering government regulations and fiscal constraints. Agencies must work with HIRTA staff directly to get information and make requests rather than going to elected officials with issues. Action teams were asked to prepare written reports for the final meeting to be held in September.

Meeting #4-

The fourth meeting was held on September 23, 2015, at the Ames Public Library. The group received an update from the Story County HIRTA Board representative, Wayne Clinton, regarding HIRTA’s efforts to recover from recent flooding of its Ames facility.

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA) COMMUNICATION PLAN

To improve communications among human service agencies/organizations and transportation providers in Ames/Story County, the Demand Response Service (DRS) task force discussed ways that the respective parties could continue healthy discussions. Four communication processes were identified:

1. **Establish a Formal Complaint Process** – Identify a process that the respective parties could agree upon that would allow for discussions at the appropriate level within their organizations and an appeal process if agreement was not received by the parties involved.
 - If an individual has a complaint or concern, there is an established complaint process within the HIRTA’s RIDERS GUIDE - Service Policies that are listed on HIRTA’s website at www.ridehirta.com. New clients will receive the policies in their welcome packet. Existing clients will receive notification of the updated policies in their annual survey and may request a copy by calling HIRTA at 1-877-686-0029.
 - If an agency has a complaint or concern, the agency’s liaison for transportation services calls the Customer Service Supervisor directly at (515) 309-9285. If the Customer Service Supervisor is unable to resolve the concern, it will be turned over to the Executive Director or the Operations Manager. If the agency does not believe they have received an adequate resolution to the concern, the agency may follow the formal written complaint process in HIRTA’s service policies. To promote this direct communication with HIRTA staff, a Story County Partner Cover Page for RIDERS GUIDE has been developed to attach to HIRTA’s RIDERS GUIDE - Service Policies to be communicated out to Story County agencies by HIRTA.
2. **Establish Formal Transportation Liaison Representatives** – Human service agencies/organizations should formally establish a transportation liaison representative within their agency/organization to communicate with HIRTA, as well as distribute transportation information within their organization.
 - Staff from agencies who have participated in the DRS task force will be considered the transportation liaison representative for that agency, although the agency may designate other employees as needed. If additional agencies that weren’t involved within the DRS process would like to participate in the quarterly meetings, they are welcome to by indicating their transportation liaison to United Way of Story County. All liaisons will be invited to attend the quarterly meetings of the Transportation Collaboration as mentioned above.
 - HIRTA communicates frequently to riders and partners when events occur that drastically impact transportation services (i.e. flooding, tornado, etc.), effect on level/change of service and action plans.
3. **Establish Response Timeframes** – Develop a standard that all parties would adhere to in responding to concerns via telephone, email or other electronic formats.
 - If an agency has a concern that the Customer Service Supervisor is unable to resolve at the time of the phone call, it will be turned over to the Executive Director or the

Operation Manager. The agency will receive contact back within two business days from a HIRTA representative to attempt to resolve the concern.

4. **Quarterly Meetings** – Schedule quarterly meetings with DRS task force members for subcommittees to share the progress made on the action plan. This will be added to the Story County Transportation Collaboration Committee agendas. Members of the DRS group will be invited to attend these quarterly meetings to remain updated on the progress of the action items. Minutes of these meetings will be posted on a public website, such as the Ames Area Metropolitan Planning Organization (AAMPO) website. The AAMPO is currently responsible for updating the development of a locally-coordinated transportation plan (Passenger Transportation Plan) between Ames’s transportation providers and human service agencies providing service within the Ames community.

APPENDIX A

DEMAND RESPONSE LEADERSHIP SUSTAINABILITY GROUP

Focus:	Demand Response Service (Non-ADA Door-to-Door transportation) in the City of Ames
Project:	Address action items 2, 6, 7, and 13 identified by the Demand Response Task Force that met from November 2014-January 2015.
Facilitator:	Nancy Franz
Sponsors:	City of Ames and Story County
Action Teams:	<p>Solution #2 – Partnership Shannon Bardole (UWSC); Julia Castillo (HIRTA); Brian Phillips (City); Laurie Lybarger (HSS); Kalen Peterson (RSVP)</p> <p>Solution #6 – Technology Brooke Ramsey (HIRTA); Jean Kresse (UWSC); Tricia Crain (The ARC); Roger Kluesner (McFarland); Anna Vaughn (VNS)</p> <p>Solution #7 – Staff Resources Brooke Ramsey (HIRTA); Amber Suckow (LSI); Sheri Kyras (CyRide); Michelle Van Maaren (Optimae Life Services); Karen Kiel Rosser (MGMC); Deb Schildroth (County)</p> <p>Solution #13 – Communication Amber Hill (HIRTA); Shannon Bardole (UWSC); Kathy Jepsen (VNS); Arti Sanghi (RSVP); Kris Eastman (Mainstream); Shari Atwood (CyRide);</p>
Boundaries and Parameters for Action Teams:	<ul style="list-style-type: none">• Action teams will meet as agreed upon during the April 2015 to work through identified action items that will lead to the solutions desired by the Demand Response Task Force.• Action teams will meet with the Facilitator and report out to all teams at meetings that will be schedule in April, June, and August 2015. A final meeting will be held in September 2015 to present final reports and action plans.• Challenges, solutions and expectations will be consensus driven and achievable by the transportation providers.• A global perspective will be maintained when making decisions.• Discussions will be respectful of all individuals and organizations and focus on the challenges and not personalities. <p><i>A Planning Team will meet in March, May, July and September to coordinate and facilitate the action team meetings. The Planning Team is made up of the Facilitator, City of Ames, Story County, and UWSC staff.</i></p>
End Product:	Completion of Action Items Plans in Solutions 2, 6, 7 and 13: <ul style="list-style-type: none">• Implementation plans and solutions will be identified in a final report to be presented to the Ames City Council, the Story County Board of Supervisors, and HIRTA Board of Directors in October 2015.
Starting and Ending Dates:	The task force start date is April 2015 with recommendations prepared on or before September 30, 2015.

APPENDIX B

Story County At-A-Glance Transportation Provider Services (as of 8/27/2015)

Provider	HIRTA	Dial-a-Ride	CyRide	Access2Care	RSVP	Taxi	Executive Express
Service Focus	Story County Public Transit	Bus Transit for Individuals with Disabilities	Ames Public Transit	Non-Emergency Transportation contracted provider for Medicaid Clients	Volunteer drivers, priority of medical trips	Taxicab Services	Airport Shuttle
Service Area							
Ames Only		x	x				
All of Story County (including Ames)	x			x	x	x	
Des Moines	x			x	x		
Iowa City (Medical)	x			x			
DSM Airport Shuttle						x	x
Other Outside County Trips	x			x	x		
Client Criteria							
Open to the General Public	x		x			x	x
Story County Resident					x		
Must be Ambulatory (able to board without assistance)			-		x		
Application/pre-approval required		x		x	x		
Medicaid Clients Only				x			
ADA Eligibility Required		x					
Extent of Services							
Door-to-Door	x	x		-			
Curb-to-Curb Only					x	x	
Wheelchair Accessible	x	x	x				
Fixed Routes/Designated Stops			x				
Senior/Disability Discounts	x	x	x				
Schedule and Availability							
Need 24 hours notice	x	Day Before; by 4:30pm		x			x
Need 48 hours notice					x		
No Notice Needed			x			x	
M-F Only (Daytime Hours)				x	x		
7 Days a Week (Hours Vary)	x	x	x			x	
Some Holiday Limitations*	x	x	x		x		
24 hours/day; 7 days week						x	x
*HIRTA, CyRide, and Dial-a-Ride's holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas							
<i>There is a wide range in trip costs depending on the provider and available discounts. Hours of operation also vary greatly. Please call the appropriate provider to access this information.</i>							

APPENDIX C

PARTNERSHIP (ACTION ITEM #2) AND COMMUNICATION (ACTION ITEM #13) TEAM REPORT AND RECOMMENDATIONS

Committee Members: Kalen Petersen and Arti Sanghi (Central Iowa RSVP), Brian Phillips (City of Ames), Shari Atwood (CyRide), Liz Beck and Laurie Lybarger (Heartland Senior Services), Julia Castillo (HIRTA), Kris Eastman (Mainstream Living), Shannon Bardole (United Way of Story County)

Committee Activities

- April 21: The Community Partnerships action team discussed development of an At-A-Glance document to help clients determine the right type of ride. The Communications action team discussed a potential survey to HIRTA clients to determine what they believe the communications issues are. This questionnaire is not being distributed to the ridership as a stand-alone survey; instead, some questions will be incorporated into the annual survey of all clients.
- May 13: The Community Partnerships action team reviewed the At-A-Glance document and turned it over to the Transportation Collaboration. Discussion was held on how to educate the client to notify both HIRTA and the agency they're getting a ride to that they are canceling their participation that day. Discussion included that clients cancel a ride before HIRTA's office is open. A message must be left on HIRTA's answering service to be considered a legitimate cancellation and not a no-show.

The Communications Action Team (a separate team until July 24) revealed through its discussions that HIRTA had implemented several significant updates to its phone system as well as staffing levels for improved communications with the public. These improvements were:

- **Staff Changes**
 - Cross-trained office staff to help answer scheduling phones (mid/late 2014)
 - Three full-time schedulers and department supervisor hired (October 2014)
 - Added additional full-time scheduler to cover illness, vacation, etc. (June 2015)
 - Assigned Amber Falls to be the emergency contact for Story County agencies
- **Phone System Update (mid/late 2014)**
 - Security features added to the phone system, including backup and server restrictions
 - Forwarding calls to the Story County dispatch office was added
 - **Automatic Call Distribution System** added to phone system

- ✓ **Time in Queue** – shortened from 15 minutes to 5 before offering an option to transfer to Story County dispatch
- ✓ **Option to transfer** to Story County dispatch, then to voicemail
- ✓ **Information messages added** (potential inclement weather cancellations, tips/tricks to ride the bus, upcoming special trips, etc.)
- ✓ **Music added** between announcements (prior to this addition, hold time was dead air)
- ✓ **Queue settings** – Discovered passengers have four options for the queue if a button is pressed on the phone when waiting to talk to a live person:
 1. **Have call hang up** (HIRTA does not want caller to be hung up on)
 2. **Transfer call to voicemail** (HIRTA wants to take every available opportunity to ensure the customer reaches a live person before resorting to sending a call to voicemail)
 3. **Transfer call to extension** (HIRTA wants caller to feed to scheduling/dispatching and transferring to another extension is not an effective first option as schedule information staff are already busy with other callers. This is currently set up as a secondary option activated after a five-minute hold, allowing the caller to bypass to Story County dispatching office if available or to voicemail if not available)
 4. **Transfer call to beginning of queue** – This is the current setup, providing the best assurance the call will ultimately reach a live person, but delaying a response if the caller presses buttons on their phone
- Added automated notification system that calls customers a day in advance of trip; keeps customers up-to-date with scheduled trip and provides a way to cancel a trip. There were technical issues with the initial launch; updated in March 2015
- Phone reports are available – these are limited, but HIRTA can manually pull/review call statistics on a daily basis. It includes the time of day when waiting times are an issue, which can be used to determine where more assistance from phone staff is needed

The implementation of all these improvements left the Communications Team to wonder if there were any lingering communications issues and recommended a draft communications survey (see April 21 meeting summary). HIRTA recommended incorporating a few of these questions into its annual survey as its

clients had already been surveyed several times during the year, and HIRTA wanted to avoid excessive survey burden

- June 17: The Community Partnerships team reviewed the HIRTA Service Policies, which communicates how to use its services. This document needs to be shared with agencies
- July 24: The Communications and Community Partnerships groups merged. This group discussed the communication plan. A Frequently Asked Questions document was requested to provide additional information to agency liaisons
- August 11: It was recommended that a separate one-page document accompany the service policies to give to agencies, since it doesn't make sense for HIRTA to have separate service policies just for Story County
- September 17: The Communication Plan was drafted

Recommendations

Recommendations for HIRTA:

- Incorporate questions from the Communications group into the annual client survey and report back to the group which questions were utilized
- Communicate significant phone/staffing improvements to customers and partners via an electronic newsletter or other means
- HIRTA Service Policy communicated to:
 - Boards (CyRide, ASSET funders) on a quarterly basis
 - Customers when initially added as a customer then annually
 - Expanded Transportation Collaboration Liaison Representatives on a quarterly basis
 - Human Services Council on a quarterly basis (as well as add a link on its website)
- Relay issues related to lack of drivers to agencies: be proactive in filling vacancies
- Performance report provided during quarterly Expanded Transportation Collaboration (ETC) meetings (Action Item #10)
- List fares and where to buy tickets on HIRTA's website and in the riders guide
- Create an FAQ document with transportation liaisons through the ETC group. Post the document on the HIRTA website

Recommendations for the Story County Transportation Collaboration:

- Expand meetings to add liaison representatives from area agencies/organizations on a quarterly basis. These Expanded Transportation Collaboration meetings should begin in January 2016. The Transportation Collaboration will still meet monthly

Recommendations for Customers:

- Follow formal and informal processes for complaints rather than going immediately to elected officials

Recommendations for Community Partners:

- Now that HIRTA's service policies have been updated, Dial-a-Ride policies can be updated
- Human service agencies/organizations should allocate a transportation liaison for their organization and provide a general e-mail address for the organization in case the liaison leaves the organization. The liaison should attend quarterly ETC meetings for updates to provide feedback
- Other agencies providing transportation services should report changes to HIRTA
- Agencies need to involve HIRTA up front when considering changes to hours of operations, programs, construction, additional locations, change in service area, or anything else that may affect transportation

Recommendations for Decision Makers:

- If contact is received from individual clients, ask if they called HIRTA or filed a written complaint rather than trying to determine the actual issue and advocating on their behalf. The complaint process is explained in the HIRTA service policies
- Keep online links to service policies (HIRTA and Dial-A-Ride), so the most updated can be referenced, not just a hard copy that could be outdated

Lessons Learned, Insights, and A-ha Moments

- Communication and education are what allow agencies to work in better collaboration with each other. There was a lot of information that it was assumed agencies knew, but that was not the reality. Working relationships are stronger through this communication
- HIRTA has made substantial investments in upgrading equipment: replacing a light-duty bus, securing an unscheduled minivan, tablets for more efficient operations on buses

APPENDIX D

ENHANCED TECHNOLOGY (ACTION ITEM #6) TEAM REPORT AND RECOMMENDATIONS

Committee Members: Brooke Ramsey (HIRTA), Jean Kresse (United Way of Story County), Roger Kluesner (McFarland Clinic), Anna Vaughn (Visiting Nurse Services), Tricia Crain (Arc of Story County)

Committee Activities

- The committee met on May 13. Subsequent communication and material reviews were done via email. Discussion included replacement driver tablets, security cameras, grant opportunities, and local endowments. United Way of Story County and the Arc of Story County have volunteered to partner with HIRTA as a fiscal agent for grants not available to governmental agencies.

Recommendations

Recommendations for HIRTA:

- Continue to research ways to fund additional capital purchases to ensure enhanced technology is implemented

Recommendations for the Story County Transportation Collaboration:

- Help communicate technology changes implemented by HIRTA to agencies and riders

Recommendations for Customers:

- Support HIRTA by contacting local, state, and federal officials to communicate the need for future transit funding

Recommendations for Community Partners:

- Provide letters of support for future grant applications. A sample letter is available. Please contact Brooke Ramsey at HIRTA for more information

Recommendations for Decision Makers:

- Develop a resource recovery process to educate stakeholders and agency program managers to allow everyone to follow the same process

Lessons Learned, Insights, and A-ha Moments

- The ability to partner with agencies as a fiscal agent for technology capital purchases was something HIRTA had not previously considered
- Education to other agencies on the need for enhanced security on buses was helpful, as well as learning the use of security cameras is a common practice in the transit industry
- The process increased awareness of the need for tablets in the buses, ultimately aiding HIRTA in becoming a grant recipient of United Way of Story County with tablets implemented in buses effective March 1, 2015 and the purchase of HIRTA's notification module. A second grant was awarded from United Way of Story County, allowing HIRTA to purchase camera systems for seven vehicles

APPENDIX E

STAFF RESOURCES (ACTION ITEM #7) TEAM REPORT AND RECOMMENDATIONS

Committee Members: David Hansen (HIRTA), Amber Suckow (LSI), Sheri Kyras (CyRide), and Deb Schildroth (Story County)

Committee Activities

- The committee met on April 21, May 12, and July 28. Discussion included driver training, service expansion, recruiting/retaining drivers, the marketing plan, and communication with human services agencies

Recommendations

Recommendations for HIRTA:

- Utilize the Green/Yellow/Red system to monitor the need for drivers (see Appendix F)
- Consider an employee referral bonus plan
- Consider a sign-on bonus plan
- Utilize a quarterly newsletter and/or Facebook postings to aid in communicating changes, updates, etc.
- Meet with human services organizations to review new driver training and spend focused time on areas that impact clients/customers served by HIRTA and human service organizations
- Communicate the HIRTA complaint process through the Transportation Collaboration, Human Services Council, to elected officials and boards, etc.
- Accept offers from human service organizations interested in providing training regarding specific client/customer needs

Recommendations for the Story County Transportation Collaboration:

- Continue to meet regularly to serve as the communication hub for transportation providers and human service organizations in Story County
- Create a calendar that lists the quarterly expanded liaison (January, April, July, October) meeting topics and communicates it to partners

Recommendations for Customers:

- Remember the rider is the client/customer; the agency is the community partner
- When needing to convey a concern to HIRTA, use its established complaint process; seek someone to provide assistance to you only if needed

Recommendations for Community Partners:

- Remember the rider is the client/customer; the agency is the community partner

- When needing to convey a concern to HIRTA, use its established complaint process
- Involve HIRTA in agency planning processes and communication channels when changing services, programs, etc.

Recommendations for Decision Makers:

- Continue coordinating planning and funding to meet present and future public transportation demands
- Communicate federal, state, and local changes that could impact the delivery of transportation services
- Help citizens and constituents understand the importance of communicating concerns and complaints directly to HIRTA

Lessons Learned, Insights, and A-ha Moments

- Everyone involved with this process is looking out for their clients' best interests
- How public transportation is provided has changed and aligns with the expectations of federal and state regulations

APPENDIX F

HIRTA DRIVER MARKETING PLAN

Response Needed	Current Status	Marketing Strategies
Maintain Current Status	<ul style="list-style-type: none"> ✓ Fully staffed ✓ Enough staffing for growth ✓ Patrons are getting where they need to go, when they need to get there 	<ul style="list-style-type: none"> ✓ Advertising on buses
Urgent	<ul style="list-style-type: none"> ✓ Short 1-3 drivers ✓ Unable to take on new patrons ✓ Rides are delayed due to driver shortage 	<ul style="list-style-type: none"> ✓ Advertising on buses ✓ External advertising (ISU job board, paper, Facebook, etc.) ✓ Attending job fairs ✓ Put employee referral bonus in place
Immediate	<ul style="list-style-type: none"> ✓ More than 3 vacant positions ✓ Unable to take on new patrons ✓ Rides cancelled due to driver shortage 	<ul style="list-style-type: none"> ✓ Advertising on buses ✓ External advertising (ISU job board, paper, Facebook, etc.) ✓ Attending job fairs ✓ Hold open interviews ✓ Put employee referral bonus in place ✓ Put sign-on bonus in place

APPENDIX G

DRS ACTION PLAN FOR STORY COUNTY PROGRESS REPORT

Revised June 2015 in red

Revised August 2015 in blue

(Follows on next page)

Demand Response Service Action Plan for Story County

Progress Report

Goal: Improve transportation efficiency and effectiveness of demand response public transit service through enhanced communication and relationships across partners as well as improved transportation infrastructure.

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Community Partnerships				
1	I	Explore more effective short term and long term solutions for the use of resources with partners (i.e. ISU, taxi's, assisted living facility and agency/organization vehicles)	<ul style="list-style-type: none"> • Schedule a meeting with human service agencies/ organizations and transportation providers to discuss current gaps and capacity in transportation services • Complete a trial period for group's recommendations 	Sarah, HIRTA's mobility coordinator, is ready to begin Train-the-Trainer for Travel Training, to agencies who need this type of service, to assist people in how to ride both HIRTA and CyRide. We will be a guest speaker at an upcoming meeting with MGMC to discuss nursing home transit issues, and how their staff can be part of the solution. We just met with MGMC, and McFarland to discuss how we can better work together and how staff from each of our agencies can make the process run more smoothly. We have representation at the Human Service, Transportation Collaboration, and Senior Collaboration meetings. We highly encourage other agencies to attend the Transportation Collaboration meeting so all gaps are identified. No Update
2	A	Mutually agree that transportation is a partnership and everyone will work collaboratively together to resolve issues	At close of task force meetings, all members will agree to move forward in a positive manner	I believe this is happening and people are remaining positive and open to exploring options, realizing that transit can't resolve all issues, and it take other agencies staff to be part of the solutions too. No Update
3	A	All partners hold each other to the same expectations for a mutually beneficial relationship	Set a meeting to establish joint expectations that will allow for timely service and/or implement communication plan, if appropriate	Meetings are being held with the various groups, and there is discussion of ideas and solutions. Some agencies have been very supportive following the task force meetings and those on the current sub-groups have taken action showing support especially with staff education. This is greatly appreciated and makes for strong partnerships. No Update
4	A	Involve all partners upfront in program development	Establish a formal communications process to discuss human service agency/organization policy/program changes at the planning stage, that will impact transportation needs of passengers	This will be an ongoing process, however, it may be beneficial to look at creating something that ensures transportation is involved during the planning stage, so that even with staff turnover, that very important component doesn't get overlooked. The Community Partnership group will add this to our next meeting agenda. Committee is working on this and will give an update during Committee Reports.

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Infrastructure Improvements				
5	I	Improve physical condition of buses	<ul style="list-style-type: none"> • Communicate HIRTA's plan to update buses to partners • Develop grass root support for an adequately-funded bus replacement program • Determine if newer, used buses are available for purchase to reduce their fleet age • If feasible, develop a used bus purchasing program for vehicles outside of Iowa to systematically improve fleet conditions 	<p>There are a lot of Federal regulations on bus purchases and replacements. However, HIRTA would be very willing to work with other agencies, or entities, such as the City of Ames, Story County to discuss options for purchasing smaller vehicles, such as mini-vans, which would be more affordable and work better with trips that need more specialized attention, such as Hospital Releases, Dialysis, etc.</p> <p>Within the next month we will be placing a 1 new bus in service in Story County.</p> <p>Leasing vehicles, is another option we will be looking into in the new Fiscal Year to see if that is a viable, cost efficient option for operation.</p> <p>2 new buses have been put into service in Story County within the past month</p> <p>On 8/22/15 we have a group of ISU volunteers who have taken on the project of cleaning the insides of the buses.</p>
6	I	Incorporate enhanced technology in buses/vans for safety and passenger satisfaction	Research need for and cost of equipping all Story County buses with communication and safety technology	<p>All HIRTA vehicles now have tablets. We are now looking at funding to place surveillance cameras in all vehicles. We are currently applying for 2 separate grants as part of the current subgroup and through partnerships created by the task force, so expect we will be able to purchase and install cameras within 4-6 months.</p> <p>Received a UWSC grant \$24,580 to purchase cameras. We did not receive the Story County community foundation grant. We are continuing to apply for other grants so we can have cameras on our entire Story County fleet. We would appreciate letters of support to add to additional grant applications.</p>

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Infrastructure Improvements				
7	I	Employ and retain staff/drivers	Identify creative approaches to fully staff (employ and retain) its driver positions	<p>We are at a sustainable driver staffing level now, however, we will continue to recruit so that we can add additional services and have sufficient staff to cover vacations, extended illness/injury, etc. We have added Des Moines medical trips back into service twice per week.</p> <p>We are once again in need of drivers. Several of our summer drivers are no longer with us, and we have had a few medical leaves too. It is tight, but we are currently getting by.</p>
8	I	Explore the possibility of having a wheelchair on every bus	Complete an analysis of if/how wheelchairs can be purchased and secured on each vehicle	<p>This is still an issue that needs further discussion because it is not as simple as having a wheelchair on the bus. We will continue to discuss and explore options. This has a direct impact on operations and increases the cost per trip due to transferring of wheelchair. There is also a direct impact on customer comfort and poses liability risks in transferring people from one wheelchair to another, not to mention upkeep cost. We also may not be able to adequately secure unoccupied wheelchairs due to current layout of some of our vehicles.</p> <p>No Update</p>
Internal Modifications for HIRTA				
9	A or I	Implement a process improvement program and make changes as appropriate	<ul style="list-style-type: none"> Identify the systems to be reviewed Report to HIRTA board at completion of changes, with copies to funding agencies 	<p>Not exactly sure what this means. We have and will continue to report to the Board about the progress of this Demand Response Service Action Plan for Story County.</p> <p>If there are more specialized services needed, we may or not be able to accommodate those with our current resources due to FTA compliance. However, we are also willing to discuss special services.</p> <p>No Update</p>

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Internal Modifications for HIRTA				
10	A	Set and monitor performance standards	Develop a report and standards for system performance, such as average length of telephone calls, average hold time, email response time and establish a formal, written complaint system	HIRTA has to assure compliance for some of these measures already due to ADA, so there are already performance standards in place for these measures. We also have already have a written complaint process too. We have been working more closely with individual users on customer accountability, after reviewing additional reports more frequently. The Case Managers have been especially helpful, working to get chronic no-shows / excessive Cancellations and behavioral problematic customers on board with using the service correctly. This has freed up some space in the schedules and has allowed the bus to stay on schedule
11	A	Provide a person to address passenger's failed trip needs	Better utilize the Mobility Coordinator	We do track trip issues, those we cannot accommodate, those we currently don't have a service for etc. Amber Falls reviews reports monthly reports and we also do semi-annual unmet needs assessments and have changed services, like the Des Medical trips because of these reviews. In addition we also do annual surveys and gather information from Human Service and other meetings. HIRTA already gathers information in a number of way, however, always willing to entertain other ideas. No Update
12	I	Dedicate a telephone line for the agencies/organizations to contact that would have direct access to a staff person for immediate concerns	Modify the telephone system to accommodate additional line and develop internal structure to answer in a timely manner	As has been stated before Amber has a direct line. We also have 3 Customer Service reps who answers phones. We will be adding phone call questions to our Annual survey which will be going out in early September.
13	I	Improved efficiencies in telephone and email system for passengers	Examine current systems for improvement opportunities	Amber has been scheduled to attend the RouteMatch conference in October and she will learn about online payment and trip request options.

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Internal Modifications for HIRTA				
14	I	Increase use of personal care attendants/ride-a-longs with passengers	Identify a support system of personal care attendants/ride-a-longs that can ride with passengers who are unable to be responsible for their safety & comfort during their transit trip; identify cost for program i.e. explore who could be volunteers	<p>HIRTA already allows Personal Care attendants to ride free. We would be happy to work with an agency that would like to develop a volunteer program where vulnerable passenger could have someone ride with them and stay with them during their trip. We may even consider operating such a program through HIRTA if the committee would like to research how that could be done, and at what cost.</p> <p>No Update</p>
15	A	Provide training on passenger context/needs for HIRTA staff and drivers	Review current HIRTA staff training and develop systems to “fill in the gaps” so that HIRTA staff provide polite and passenger-focused transportation	<p>This task force has helped and we support all agencies engaging in the process for businesses. HIRTA is very customer service focused and we recently upgraded our driver training program through assistance of Iowa DOT/OPT and worked with another provider to get a train-the-trainer program on de-escalation specific to persons with disabilities. Perhaps a group training, including all participating agencies would be beneficial so that we have another platform to work together and learn from each other. There is always room for improvement even with the best of employees.</p> <p>No Update</p>
16	A	Set and monitor passenger standards	Develop a system to classify appropriate response to passenger behaviors	<p>HIRTA recently had a train-the-trainer program on de-escalation specific to persons with disabilities.</p> <p>No Update</p>

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Internal Modifications for HIRTA				
17	A	Establish method(s) to provide drivers/staff with additional information regarding passenger needs so that their trip is enjoyable and safety is enhanced	Review current software program to determine if additional information could be accommodated within role/context of HIRTA/personal care attendant	<p>We have a very sophisticated scheduling software program and can add customer specific information as needed if it appropriate to their specific trip.</p> <p>No Update</p>
18	I	Localized reservation system	Determine whether reservations for Story County could move from Urbandale to Ames	<p>We are doing more cross-training, and have upgraded the software which has upgraded the GPS, and we now also have tablets so drivers can better find addresses, and HIRTA staff, no matter located, can track a vehicle. There is a lot of logistics that go into scheduling a trip, and we use every method available to ensure we perform trips in the most efficient order.</p> <p>No Update</p>
Partner Role Clarity				
19	I	Develop a Passenger and Caregiver User's Guide for use to establish expectations, educate passengers and passenger families on transportation services	Develop a written document that identifies policies, expectations, rider tips, contact information, etc.	<p>We have a Riders Guide and welcome one of the subgroups to review it to ensure it is easily understandable to the various demographics we serve. We are also developing a new customer welcome packet, and will have various resources in the packet for them to review so they better understand how to use HIRTA. We plan to have the welcome packet finished by 9/30/15.</p> <p>Riders Guide is / has been reviewed and is being updated. Our Welcome Packet is on track for being ready to distribute in September. More will be discussed during the Committee updates.</p>

Action #	Category or Theme	Solutions	Action	HIRTA Progress
Partner Role Clarity				
20	A	Share information on federal law interpretation related to transportation/passenger relationship (i.e. funding requiring community inclusion of passengers)	Annually, the Transportation Collaboration Committee will hold a meeting on transportation program changes with agencies/organizations	We totally support this No Update
21	A	Discuss and solve issues at the grass roots level with the people directly involved in the issues	Mutually agree to respect the chain of command in respective agencies/organizations and resolve issues at the lowest level	We totally support this and would like to reiterate that this goes both directions. Every issues is not a transit issue and we need every agency to educate staff, and utilize their staff to make transportation more efficient for their customers too. We have experienced improvement with Agencies contacting the right people since the start of this task force. More will be discussed during the Committee updates.
22	A	Discuss and solve issues at the management level with managers that are directly involved in the actions	Annually meet to resolve issues	We totally support this. Some items may need more frequent meetings to continue to move forward. More will be discussed during the Committee updates.
Service Improvement				
23	I	Dedicate one bus each day (unscheduled) to address unforeseen operational issues to ensure smooth operation of service	Hire adequate driving staff and secure a vehicle to implement service	This is making progress. We are just waiting for the final funding piece from Iowa DOT/OPT, and if that is approved we should have this operational within a couple months. CyRide, UWSC, City of Ames, Story County, and HIRTA developed a partnership to make this possible. Received funding approval from UWSC for \$9,653 as Match funding for this project. Now waiting on IowaDOT/OPT and CyRide to order vehicle.

HIRTA PUBLIC TRANSIT

Story County agencies are encouraged to communicate any transportation concerns regarding HIRTA directly with HIRTA's Customer Service Supervisor! The staff member is Story County agencies' first point of contact to voice a concern. If your agency is helping clients reserve/schedule rides on HIRTA, cancel rides or file a concern/complaint, please continue to call HIRTA's Trip Info line at 1-877-686-0029 for these individual concerns. An updated HIRTA RIDERS GUIDE – Service Policies is also attached.

HIRTA Central Office (Urbandale) Hours: Weekdays 7:00am – 5:00pm

HIRTA Service Hours: Weekdays (Story County): 7:00 am – 5:30 pm

Weekdays (Ames Only): 6:00 am – 8:00 pm

Saturday (Ames Only): 7:30 am – 6:00 pm

Sunday (Ames Only): 8:30 am – 6:00 pm

Trip Info (reservations, where is the bus, cancel ride, passenger concerns/complaints, etc): 1-877-686-0029
OR erides@ridehirta.com

DIRECT CONTACTS (FOR AGENCIES ONLY!)

1. Agency Concerns, Complaints, Special Requests, Reasonable Modification Requests

Customer Service Supervisor: Amber Falls 515-309-9285 afalls@ridehirta.com

2. Additional Contacts:

Operations Manager: Brooke Ramsey 515-309-9282 bramsey@ridehirta.com

Executive Director: Julia Castillo 515-309-9281 jcastillo@ridehirta.com

FARES: \$2.00 in town / one way trip

\$4.00 in county / one way trip

\$10 to Des Moines (Mon and Wed) roundtrip

\$10 to Iowa City (1st Tuesday of Month) roundtrip

These are general public fares. It is always best to call about fares because a rider may qualify for other funded programs and receive service at a lower cost.

Location(s) to purchase tickets in Story County: HIRTA Office located at 721 E. Lincoln Way, Ames, IA. Tickets can also be purchased by mailing a check to HIRTA's Central Office located at 2824 104th St, Urbandale, IA 50322

Expanded Transportation Collaboration (ETC) Quarterly Meetings for 2016:

The Transportation Collaboration requests that agencies concerned with transportation, establish a transportation liaison to attend quarterly ETC meetings, obtain transportation updates and then communicate these to their organization. Individuals already involved in the initial Demand Response Service taskforce have already been added as liaisons and will be invited to ETC meetings. ETC will meet quarterly at United Way of Story County Offices (315 Clark Ave., Ames, IA 50010) on the second Wednesday of the month at 3:00pm. Liaisons are welcome discuss transportation issues they have and learn of transportation updates from HIRTA, RSVP and CyRide.

- January 13
- April 13
- July 13
- October 12

If your organization/agency would like to receive updates regarding transportation and establish a transportation liaison(s) to attend ETC meetings, please contact United Way of Story County at unitedway@uwstory.org or (515)268-5142.

IMPORTANT REMINDER: Changes at your agency may affect Transit and HIRTA's ability to provide efficient, timely service. Even minor changes can affect service, so please notify HIRTA by contacting Julia Castillo or Brooke Ramsey about current or expected changes such as:

- Agency remodeling/construction (changing entrances, overhangs, parking lots, etc.)
- Change in program and/or service hours
- Additional programs or locations

This document will be updated and distributed by HIRTA annually.

The information contained in this document does not apply to Dial-A-Ride service.

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR UNMANNED AIRCRAFT SYSTEMS (UAS) USAGE ON PUBLIC PROPERTY

BACKGROUND:

Following the June 9, 2015, City Council meeting, the City of Ames drafted an agreement with Hunziker and Companies to authorize operation of small Unmanned Aircraft Systems (UAS) within the five nautical mile ring of the Ames Municipal Airport until December 31, 2015. This allowed Hunziker and Companies to become the first commercial drone user in the Ames community. Hunziker and Companies operates its commercial UAS under the jurisdiction of the Federal Aviation Administration (FAA), which requires express property owner permission when operating a drone on private or public property. The FAA designates three types of UAS users: model (recreation or hobby), public (government), and commercial.

As part of its marketing efforts promoting Ames as a great place to live, Hunziker and Companies is seeking new UAS video showcasing the community's vibrancy and beauty. Online videos can reach thousands of potential residents with attractive, active, engaging images. Hunziker and Companies is seeking permission to use its UAS over public property as required by FAA for commercial users. (It is important to note that recreational UAS users are not required to obtain permission to fly over public property.)

The City of Ames is in the process of gathering data for development of a UAS policy to apply to commercial users. It is anticipated other commercial operators will be requesting permission to fly over public property and a uniform, consistent policy will provide direction for approving/denying future requests. By working with Hunziker and Companies on this current request, the City has the opportunity to gather empirical data on the quality and detail of UAS video footage at various heights along the public right of way, as well as around parks. Through this "test case" request, Hunziker and Companies has agreed to delete portions of any video content that causes concern. Additionally, Hunziker has offered to share the video with the City of Ames to use in our own educational and promotional pieces.

To take advantage of optimal seasonal color, Hunziker and Companies would like to move forward on obtaining footage by focusing on low usage time periods through Sunday, Nov. 22.

As a commercial UAS operator, Hunziker and Companies must abide by a series of rules including keeping the equipment in visual line of sight of the operator at all times,

only flying during daylight hours, and keeping a log of all UAS activities. The purpose of this request is to obtain video showcasing the community as exciting and inviting, not photographing people. For the City of Ames, having access to this video will provide details helpful in directing future UAS policies.

The Hunziker and Companies request for public property use of a UAS include:

Group 1 (Parks)

- **Ada Hayden Heritage Park** – UAS usage over trails and lake taking care to avoid photographing park users. Focusing on natural beauty, fall colors, and aesthetics of the area.
- **Brookside Park** – UAS usage over trails and amenities taking care to avoid photographing park users. Focusing on natural beauty, fall colors, and aesthetics of the area.
- **Moore Memorial Park** – UAS usage over trails and amenities taking care to avoid photographing park users. Focusing on natural beauty, fall colors, and aesthetics of the area.

Group 2 (Business Districts)

- **Somerset Business District** – UAS usage over the public right of way over the Stange Crescent from Northridge Parkway to Kingston Drive. Camera lens would be directed at a 45-degree angle to capture business district facades, not interiors.
- **Main Street Business District** - UAS usage over Main Street or the public right of way from Duff Avenue to Grand Avenue. Camera lens would be directed at a 45-degree angle to capture business district facades, not interiors.
- **South Duff Business District** - UAS usage over South Duff Avenue or the public right of way from Lincoln Way to S. 16th Street. Camera lens would be directed at a 45-degree angle to capture business district facades, not interiors.
- **Campustown** - UAS usage over Welch Avenue or the public right of way from Lincoln Way to Chamberlain Ave. Camera lens would be directed at a 45-degree angle to capture business district facades, not interiors.

Hunziker and Companies has acquired the recommended liability insurance required by the City's Risk Manager.

ALTERNATIVES:

1. Provide express permission from the City of Ames to Hunziker and Companies to operate its UAS over public property for Group 1 and 2 as required by the FAA for commercial UAS operators. This alternative would limit the authorized time frame to fly over public property from October 28, 2015 until November 22, 2015.
2. Provide express permission from the City of Ames to Hunziker and Companies to operate its UAS over public property for either Group 1 or 2. This alternative would limit the authorized time frame to fly over public property from October 28, 2015 until November 22, 2015.
3. Do not provide permission.

MANAGER'S RECOMMENDED ACTION:

The use of model (recreation or hobby), public (government), and commercial UAS represent a completely new area of municipal policy creation. While model and public drones are not subject to FAA regulation, commercial UAS undergo much more scrutiny. **As the first commercial UAS user seeking permission from the City of Ames to use a UAS over public property for video footage, Hunziker and Companies is offering to collaborate with City staff to gather empirical data to develop our commercial UAS policy. Also, they are willing to share the video footage with the City at no cost.**

It is anticipated the City of Ames will receive more commercial UAS requests to access public property. **By working with Hunziker and Companies, City staff will have a better understanding of the quality of video that can be obtained under different conditions and at different heights. This data will be important when developing the City of Ames Commercial UAS policy to be used to approve or deny future requests.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving provide express permission to Hunziker and Companies to operate its UAS over public property (Group 1 and 2) as required by the FAA for commercial UAS operators. This alternative would limit the authorized time frame to fly over public property from October 28, 2015 until November 22, 2015.

COUNCIL ACTION FORM

SUBJECT: **AFFORDABLE HOUSING CONFERENCE**

BACKGROUND:

At the September 22, 2015, meeting, the City Council referred a correspondence from Council Member Corrieri requesting that the City Council give consideration to 1) co-hosting with the University an Affordable Housing Conference for the Story County area, 2) assigning staff to participate on the committee that is planning this conference, and 3) matching the University's financial support for the conference up to \$5,000.

According to Council Member Corrieri's email, a group of community volunteers from AMOS and other non-profit agencies have been working the past months to plan for a day-long conference that will be targeted to the housing industry, community leaders, and non-profit agencies that provide housing. **It appears that the intent of the conference is to focus on programs, solutions, and strategies that will promote housing opportunities for low and moderate income citizens in Ames and Story County.** It became clear to these volunteers that in order to give credibility, it would be preferable if the City and University would sponsor the event.

In addition, the group is asking that a City staff person be assigned to participate on the committee that is planning the conference. It is the City staff's understanding that the University and Convention and Visitor's Bureau will also provide this same level of conference planning assistance.

Lastly, it is apparent that in order to hold a successful conference, a minimal amount of funding will be required for meeting space, food, marketing materials, speaker costs, etc. Council Member Corrieri is requesting that the City share the cost of hosting the conference with the University by matching its contribution, up to a \$5,000 commitment by the City.

As Council will remember, \$20,000 was appropriated in the FY 2014/15 to hold two special workshops (Youth Master Planning and Entrepreneurship). Approximately \$17,000 of this amount remains unspent after hosting one workshop and booking the reservations for the second. The leftover funds were not carried over into the City Council's budget for FY 2015/16, but rather were returned to the General Fund balance. The City Council may, therefore, direct that a portion of this savings be re-appropriated from the General Fund available balance to pay for the City's match for the Affordable Housing Conference.

ALTERNATIVES:

1. Support a motion agreeing to 1) co-sponsor the proposed Affordable Housing Conference with the University, 2) authorize the City Manager to devote staff time to participate on the committee that is planning the conference, 3) approve a match to the University's contribution to the event, up to \$5,000 from the General Fund balance to cover the expenses for this conference and 4) support the first three actions conditioned on the City Council reviewing and approving in advance the proposed conference program agenda.

If the City is going to co-sponsor this event, it seems advisable that the Council is in support of the issues that will be covered at the conference before the event is publicized.

2. Do not agree to host the proposed Affordable Housing Conference nor authorize staff to help coordinate this conference or allocate any City funding for it.

MANAGER'S RECOMMENDED ACTION:

The City Council has established as one of its top goals to "Address Affordable Housing Needs" by accomplishing two objectives: 1) explore ways to encourage the availability of all types of housing and 2) investigate ways to increase availability of affordable housing.

If programmed correctly, a county-wide conference regarding this topic could complement these objectives. Therefore, co-hosting this conference to initiate discussions about affordable housing issues would provide an opportunity for the community to better understand what can be done to achieve your objectives. **However, if the City is going to host this event, it would seem appropriate that the Council approve the proposed conference program in advance to make sure the topics to be covered are consistent with the City Council's goal and objectives.**

Therefore, it is the recommendation of the City Manager that the City Council approve all three of the requests listed in Alternative #1, subject to the advance approval of the conference program agenda by the Council.

Since this is being billed as a county-wide event, it would be appropriate to inquire if the Story County Board of Supervisors would also like to sponsor the event. We wouldn't want to create any negative feelings because the Board was not invited to co-host an event regarding a topic that might be a priority for them as well.

COUNCIL ACTION FORM

**SUBJECT: REQUEST TO WAIVE PARKING ENFORCEMENT AND METER FEES
AT POLLING LOCATIONS WITH METERED PARKING**

BACKGROUND:

The Story County Auditor supervises the election process including all 20 polling places within the City of Ames. Two of these city polling locations (Ames Public Library and Collegiate United Methodist Church) have metered parking that serves as the primary public parking resource for these locations. A third, Collegiate Presbyterian, has three meter spaces along with additional private parking. Citizens who use these locations have frequently requested that metered spaces be available to accommodate voters and that the associated meter fees be waived on election day. The other 17 locations in the city have private parking associated with the facility or, in the case of Iowa State University, already allocate parking for poll workers and voters.

While there is no statutory requirement to provide parking, some citizens who have raised the issue have noted that meter fees may serve as a potential barrier to voting. Others have referred to the principle of removing barriers to voting in their comments, noting that the City has waived parking fees for commercial events in the downtown area.

Elections are typically held twice per year although special elections or runoff elections can add to the frequency in any given year. Since elections are typically held on Tuesday, any waiver of parking fees would cover the hours of 8:00 a.m. to 6:00 p.m. on that day.

Polling locations can be very busy at peak times of day. It is unlikely that any number of spaces will ensure availability to all voters at all times. Iowa State University, however, has been successful accommodating voters with four spaces at their campus locations.

After a review of parking options at each site, it appears that 20 spaces on Douglas Avenue would provide a great deal of convenient, short-term parking. There are additional spaces on Fifth Street (11 spaces) and in Lot Q (62 spaces) for a total of 93 spaces available in the area. At Collegiate United, there are nine spaces on Lincoln Way that are adjacent to the church. At Collegiate Presbyterian, there are three spaces on West Street.

ALTERNATIVES:

1. Approve election day-related parking of up to 20 meter spaces near the Ames Public Library, up to nine spaces at Collegiate United Methodist Church, and up to three spaces at Collegiate Presbyterian. In addition, this alternative authorizes the Traffic Engineer to determine the final number of parking spaces allocated to these three election polling locations along with the City Council approval of the waiver of meter fees for the spaces.

This action should be viewed as a one-year experiment. Before making an on-going commitment to metered parking spaces for election day, the staff will need to analyze the situation and determine if there are any unintended consequences from this action.

2. Same action as in Alternative #1, but authorize less meter spaces for one or all of the three locations.
2. Do not approve the allocation of election-related parking spaces.

This alternative should be pursued if the City Council is concerned that neither the Campustown Action Committee nor the Main Street Cultural District have been asked to provide their opinion on this issue.

MANAGER'S RECOMMENDED ACTION:

The allocation of parking spaces and the waiver of meter fees will assist the Story County Auditor in making polling places accessible within the city of Ames. In those areas where parking is limited, allocating parking to the polling place will allow poll workers to ensure turnover, and as a result, improve access to polls for Ames residents.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the allocation of up to 20 meter spaces near the Ames Public Library, up to nine spaces at Collegiate United Methodist Church, and up to three spaces at Collegiate Presbyterian for parking on elections days. In addition, this alternative authorizes the Traffic Engineer to determine the final number of parking spaces allocated to these three election polling locations along with the City Council approval of the waiver of meter fees for the spaces.

The reservation of parking spaces for polling locations in our two major commercial areas could meet with resistance because of the belief by some that there is already not enough customer parking in these areas. Therefore, if Alternative #1 is approved, the action should be viewed as a one-year experiment allowing staff an opportunity to review the impact on the surrounding areas.

COUNCIL ACTION FORM

**SUBJECT: ASSET MANAGEMENT AGREEMENT / PIPELINE SERVICES FOR
POWER PLANT**

BACKGROUND:

Electric Services is in the process of converting both of the Power Plant's coal fired generators to use natural gas. Once the units are converted, the Power Plant will typically burn 12,000 MMBtu of natural gas daily to consume refuse derived fuel and generate electricity.

This contract is to hire a firm to provide asset management services that will be responsible to manage the City's natural gas purchases and gas pipeline transportation contracts. The company will serve as a bridge between the natural gas commodity already under contract and the delivery services already under contract.

This contract is to provide Asset Management Agreement (AMA)/Pipeline Services for the period from January 1, 2016 through December 31, 2016. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

On June 1, 2015, a Request for Proposal (RFP) was issued to twelve firms for proposals. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage, and was also sent to one plan room. On June 19, proposals were received from five firms. Copies of each proposal were delivered to members of a select committee for evaluation. The committee members independently evaluated and scored the proposals in two separate steps.

STEP 1:

In the first step, all five proposals were evaluated and scored considering the following criteria:

- Each firm's experience in the electric generation arena
- Hours of operation
- 24 hour desk
- Limit for adjustments
- Assets to provide services
- AMA terms
- Cost to provide base services
- Cost to provide over base services

Overall there were 100 possible points available cumulatively for each firm, with overall weighted scores being a function of the aforementioned evaluation factors. Based on the results of the committee members' evaluations, the averaged scores for Step 1 are as follows:

Offerors	Averaged Scores
Tenaska Omaha, NE	68
BP Canada Energy Marketing Corp Omaha, NE	60
US Energy Plymouth, MN	41
Alliant Energy Madison, WI	38
Rainbow Energy Marketing Jacksonville, FL	37

STEP 2:

The evaluation team next invited the top four firms from Step 1 to come to Ames and make oral presentations. Each company brought as many key members of their teams (especially the team leader or project manager) as possible to the presentation.

The presentations were evaluated and scored utilizing the following criteria:

- Knowledge and relevant experience of the team
- Commitment and enthusiasm for the project
- Comprehension of the scope of work
- Quality and thoroughness of the presentation

Based on the results of the committee members' evaluations, the scores for Step 2 are as shown in the table below:

Offerors	Averaged Scores
BP Canada Energy Marketing Corp Omaha, NE	82
Tenaska Omaha, NE	80
US Energy Plymouth, MN	76
Alliant Energy Madison, WI	62

Scores were assigned following the same process and formula described for the previous phase, with a maximum possible cumulative score of 100 points.

Based on the averaged scores and a unanimous decision by the evaluation committee, staff is recommending that the contract be awarded to BP Canada Energy Marketing Corp, Omaha, NE (BP).

To accomplish the City's needs, BP has provided three separate agreements, each providing a different service. These are (1) an Asset Management Agreement Addendum (AMA), (2) an AMA Transaction Confirmation, and (3) a Transaction Confirmation. Each agreement is attached and is described in further detail below.

Asset Management Agreement Addendum (AMA)

The basic services are included in Attachment #1 entitled The AMA Addendum. This is an addendum to the North American Energy Standards Board (NAESB) agreement the City of Ames and BP have already signed. This agreement manages (1) the pipeline capacity the City has under contract with Northern Natural Gas Company, (2) the natural gas supply the City purchased from Macquarie, and (3) the scheduling and balancing of our natural gas. "Balancing" involves matching the amount scheduled with the amount consumed. BP will charge the City of Ames \$30,000 per year for the basic services.

AMA Transaction Confirmation

This agreement outlines the terms and conditions when the actual amount of natural gas burned in a day is less than 12,000 dekatherms. This can typically occur at times when Unit #8 is down for maintenance. For these events, BP will sell or store the excess gas on behalf of the City and credit the City the revenue. This agreement also outlines the terms and conditions when the actual amount of natural gas burned in a day is greater than 12,000 dekatherms but less than 14,000 dekatherms. For these events, BP will purchase additional natural gas on behalf of the City and charge the City for the gas plus their fee. It should be noted that no additional pipeline transportation is needed because the City has contracted for capacity up to 14,000 dekatherms.

Transaction Confirmation

This agreement outlines the terms and conditions when the actual amount of natural gas burned in a day is greater than 14,000 dekatherms. For these events, BP will purchase both additional natural gas **and additional natural gas transport service** on behalf of the City and charge the City for the gas plus their adder. This can typically occur at peak times in the summer when Unit #8 is operated at higher generation levels or when both Unit #7 and Unit #8 are operating at the same time.

Under the AMA Transaction Confirmation and Transaction Confirmation agreements, services are charged based on the price of the natural gas at the time of purchase plus a fee. It is unclear at this time how much of these services will be required each day. Therefore, staff is requesting that an amount not to exceed \$3,000,000 be approved so that staff, together with BP, can manage the daily gas needs over the coming year. If the net purchases of additional gas approach this limit, staff will return to City Council for additional purchasing approval at that time.

The approved FY 2015/16 operating budget currently includes \$6,000,000 for the purchase of natural gas to operate the power plant. It should be noted that this contract crosses two budget years. The FY16/17 Electric Services budget will include appropriate funding to cover this contract.

ALTERNATIVES:

1. Award the three contracts described above to BP Canada Energy Marketing Corp., Omaha, NE, for AMA/Pipeline Services for the City of Ames in an amount not to exceed \$30,000 for the base services. In addition, authorize an amount not to exceed \$3,000,000 for the purchase of additional natural gas plus delivery as needed to manage the day-to-day fuel needs of the power plant.

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

2. Reject all proposals and direct staff to coordinate the nominating and balancing of the natural gas.

MANAGER'S RECOMMENDED ACTION:

These three contracts provide Electric Services with a crucial service that will manage the natural gas needed to operate the power plant and burn refuse derived fuel.

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

ASSET MANAGEMENT AGREEMENT ADDENDUM

This Asset Management Agreement Addendum (the “Addendum”) is made and entered into effective as of October 13, 2015, (the “Effective Date”), by and between BP Canada Energy Marketing Corp. (“BPCEMC”), a Delaware company, and City of Ames, Iowa (“COA”). BPCEMC and COA are referred to hereinafter individually as a “Party” and collectively as the “Parties”.

WHEREAS BPCEMC and COA are parties to a Base Contract for the Sale and Purchase of Natural Gas dated October 13, 2015;

WHEREAS, the Parties desire to provide for BPCEMC’s provision of asset management services to COA, which will require COA’s release of FERC regulated transportation capacity to BPCEMC and BPCEMC will supply COA’s Gas requirements.

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth hereinafter, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms when used herein shall have the meanings set forth below.

“Alternate Receipt Point(s)” shall mean those receipt points on the Northern Natural Gas Company system known as the Northern, Ventura receipt point or the Northern, Demarcation receipt point, as applicable, that are not the Primary Receipt Point under the Released Capacity (as set forth in Article III) which points may be nominated as alternate or secondary receipt points under the Released Capacity.

“AMA Consideration” shall mean a payment in the amount of \$2,500/Month that COA shall to BPCEMC for the services that BPCEMC provides to COA under the AMA.

“AMA Transaction” shall have the meaning set forth in Section 3.2 of this Addendum which shall be documented in an AMA Transaction Confirmation.

“AMA Transaction Confirmation” means a Transaction Confirmation for an AMA Transaction.

“Commodity Charges” shall mean all commodity charges, ACA surcharges, GRI surcharges and other tariff charges assessed by a Pipeline pursuant to the approved tariff or governing documents of such Pipeline as a result of the actual transportation of Gas.

“Demand Charges” shall mean any and all demand/reservation charges assessed by a Pipeline pursuant to the approved tariff of such Pipeline.

“Fuel” means the quantity of Gas consumed by a Pipeline in transporting Gas and includes any provision by such Pipeline for lost and unaccounted for Gas, as determined in accordance with the approved tariff or governing documents of such Pipeline.

“Modernization Charges” shall mean any FERC-approved Pipeline charges, whether recovered in a Demand or Commodity Charge, for costs related to modernizing Pipeline facilities and infrastructure to enhance the efficiency and safe operation of the Pipeline systems including but not limited to reduction of greenhouse gases, as set forth by the FERC pursuant to its proposed policy statement in Docket No. PL15-1-000, Cost Recovery Mechanisms for Modernization of Natural Gas Facilities or any other FERC proceeding or pipeline tariff.

“Optimization Gas Quantity” shall mean the amount of Released Capacity minus the nominated Gas, for service to COA’s Delivery Points, calculated on a daily basis. Such capacity shall be subject to the Primary Receipt and Delivery Points in the applicable Transportation Agreement. Optimization Gas Quantity shall be limited to the actual Gas quantity scheduled and confirmed by the Pipeline.

“Pipeline(s)” means any pipeline(s) on which BPCEMC has acquired released capacity from COA under the terms of this Addendum.

“Primary Delivery Point(s)” means the delivery point(s) designated in the Transportation Agreement where BPCEMC delivers Gas on the Released Capacity to COA.

“Primary Receipt Point(s)” means the primary receipt point(s) designated in the Transportation Agreement where BPCEMC receives Gas for transport on the Released Capacity to the Primary Delivery Point(s).

“Released Capacity” means the capacity on the applicable Pipeline that has been released from COA to BPCEMC under the terms of this Addendum.

“**Surcharges**” shall mean all surcharges including Modernization Charges, if any, assessed by a Pipeline pursuant to the FERC-approved tariff or governing documents of such Pipeline as a result of the actual transportation of Gas.

“**Transportation Agreement**” means a contract for transportation or storage service entered into by and between BPCEMC and the Pipeline(s) in order to accommodate the release of the capacity made the subject of this Addendum from COA to BPCEMC.

ARTICLE II. TERM

The Addendum shall be effective for the Released Capacity from January 1, 2016 through December 31, 2016 (the “Term”), unless (i) it is terminated as a result of the Contract or AMA Transaction (as defined in Section 3.2 below) being terminated prior to the end of the Term, or (ii) the Parties otherwise mutually agree in writing to terminate the Contract or AMA Transaction prior to the end of the Term., or (iii) the Addendum and AMA are terminated due to Government Requirements. The Term of this Addendum shall automatically renew for an additional twelve (12) Month period on the End Date set forth in the terms of the capacity release set forth in Section 3.3 of this Addendum or the applicable End Date thereafter unless either Party notifies the other Party in writing with at least sixty (60) Days notice prior to the applicable End Date that it wishes to terminate the AMA. Each Party’s obligations regarding payment and indemnification arising under this Addendum shall survive the termination of this Addendum for a period of time equal to the time for which the applicable statute of limitations applies.

ARTICLE III. CAPACITY RELEASE

3.1 Intent of Parties. It is the intention of the Parties that this Addendum, together with the applicable provisions, if any, of the Pipeline’s FERC-approved tariff, as may be amended from time to time, contains all of the terms and conditions governing the Buyer's release to BPCEMC of its firm transportation capacity described herein.

3.2 Capacity Release. COA will release the Released Capacity to BPCEMC for the referenced Term above in accordance with the terms and conditions hereof. The transaction for the sale and purchase of Gas connected to the Released Capacity described in this Article III has been structured to qualify as an Asset Management Agreement (“AMA”) as defined in FERC Order Nos. 712 et al. and its implementing regulations 18 C.F.R. § 284.8 (“**AMA Transaction**”). Accordingly, capacity released hereunder shall conform to the FERC’s definition of an AMA, including the required conditions and delivery obligations shall be non-biddable, pre-arranged releases, and shall be made in a manner consistent with (a) the FERC’s capacity release regulations and (b) the Pipeline’s Tariff. COA will for the Term, release to BPCEMC the Released Capacity referenced in this Article III. COA acknowledges that the Released Capacity will be adequate to transport the MDQ referenced in that certain Transaction Confirmation dated on or about the date hereof (the “AMA Transaction”) on each Day. COA will continue to be responsible for all Demand Charges related to the Released Capacity, and shall continue to make payment for such Demand Charges directly to the applicable Pipeline in accordance with COA’s transportation agreement with the applicable Pipeline and such Pipeline’s tariff. The Parties shall execute any further documents required to effect the release of transportation service in accordance with this Addendum.

3.3 Release Terms. COA shall release or cause to be released to BPCEMC, the following:

Pipeline:	Northern Natural Gas Company (“NNG”)
Contract Number:	129565
Rate Schedule:	TFX
Releasing Shipper:	City of Ames, IA
Term of Release:	Start Date: January 1, 2016 End Date: December 31, 2016
Condition of Recall:	Upon the termination of the Contract or AMA Transaction, or upon the written mutual agreement of the Parties.
Maximum Daily Quantity (MMBtu/Day):	14,000
Release Rate:	Zero release rate (\$0.00/MMBtu)
Demand Charges:	COA shall be responsible for paying Demand Charges and shall reimburse BPCEMC for any Demand Charges that BPCEMC actually pays.
Modernization Charges:	COA shall be responsible for paying Modernization Charges that BPCEMC actually pays and for which recovery is permitted by then applicable FERC order or regulation.
Commodity Charges:	BPCEMC shall be responsible for paying Commodity Charges necessary to

	transport the Gas from the Primary receipt Point to the Primary Delivery Point.
Fuel Charges:	BPCEMC shall be responsible for paying Fuel Charges necessary to transport the Gas from the Primary receipt Point to the Primary Delivery Point.
Primary Receipt Point:	NBPL/NNG Grundy Center
Secondary Receipt Point:	All market area receipt points
Primary Delivery Point	NNG Story City # 2– TBS DRN # 79227
Secondary Delivery Point:	none
Electronic Bulletin Board Posting of Capacity Release:	BPCEMC shall make the posting on the Pipeline electronic bulletin board for the Released Capacity and such posting shall contain a statement that the Released Capacity is being released to BPCEMC as an asset manager under an AMA between the parties that requires BPCEMC to be able to deliver a quantity of Gas up to the MDQ on the Released Capacity on each Day during the Term if requested to do so by COA.

3.4 Contract with the Pipeline(s). BPCEMC shall execute a Transportation Agreement for the Released Capacity with the Pipeline(s) in order to satisfy the Pipeline(s) requirements, in addition to taking any and all other actions required by the Pipeline(s) as a condition to taking the Released Capacity. If BPCEMC is unable to execute the Transportation Agreement with the Pipeline(s), the Contract and this Addendum shall terminate with no further performance obligation (save and except for payments due and owing as a result of past performance) being owed by either Party.

3.5 Receipt and Delivery Points. The Pipeline(s)’s tariff may permit BPCEMC to change primary receipt and delivery points under the Transportation Agreement. Notwithstanding any tariff provisions permitting such a change, BPCEMC shall not change primary receipt or delivery points under the Transportation Agreement without the prior written consent of COA.

ARTICLE IV. PERFORMANCE OBLIGATIONS

Each of the following obligations set forth below shall be material obligations under this Addendum.

- 4.1 Supply of Information.** COA shall use commercially reasonable efforts to provide timely information to BPCEMC to facilitate BPCEMC’s nomination and scheduling of Gas made the subject of the AMA Transaction for delivery at the Delivery Point(s). COA shall also provide any relevant information in a timely manner in respect of the AMA Transaction to BPCEMC to ensure that Imbalance Charges will not occur, including any operational changes or circumstances, if applicable, that may impact COA’s Gas requirements.
- 4.2 COA Obligations with Pipeline.** COA shall take any action required by the Pipeline(s) or under this Addendum related to the Released Capacity which to enable BPCEMC to utilize the Released Capacity on any Day.
- 4.3 BPCEMC Delivery Obligation.** Subject to the terms of the AMA Transaction, on any Day during the Term, BPCEMC will deliver to COA a volume of Gas up to the MDQ of the Released Capacity. Accordingly, BPCEMC and COA acknowledge and agree that the MDQ under the AMA Transaction will equal the MDQ under the Released Capacity.
- 4.4 Timely Instructions.** The timeliness of the instructions provided by COA (or by the party responsible for conveying any such instructions under the Gas Supply Contracts) for purposes of Section 4.1 shall be determined by ascertaining whether BPCEMC was given a commercially reasonable amount of time from BPCEMC’s receipt of the nomination and scheduling instructions from COA (or the responsible party) prior to the nominating and scheduling deadlines established by the applicable Pipeline, unless express deadlines are otherwise set forth in the AMA Transaction or this Addendum.

ARTICLE V. Consideration and Taxes

5.1. AMA Consideration. City of Ames shall pay the AMA Consideration to BPCEMC. In the event BPCEMC is the full requirements Gas supplier to the City of Ames, BPCEMC shall waive the AMA Consideration. BPCEMC shall invoice COA for the AMA Consideration in the Monthly invoice for the Month following the Month of Gas delivery. Notwithstanding the foregoing, on any Day on which BPCEMC, in its sole discretion, is able to optimize the receipt point location for the Gas to be supplied to COA, BPCEMC shall share sixty percent of the value derived from such receipt point optimization (the “Released Capacity Consideration”) provided that service at/from the Alternate Receipt Point(s) is not interrupted or curtailed on such Day. BPCEMC shall account for the payment of the Released Capacity Consideration to COA on the Monthly invoice in the Month following the Month of Gas delivery. If COA is in breach of the Contract and as a result performance under this Addendum is (i) suspended or terminated or (ii) BPCEMC is prevented from exercising its rights to suspend or terminate for any reason, BPCEMC shall not be required to pay to COA the Released Capacity

Consideration, in whole or in part.

5.2 Taxes. Each Party is responsible for paying Taxes on the economic benefits and burdens related to the specific activities entered into under this Addendum, including but not limited to the Released Capacity Consideration and/or the payment of any sums owed under Section 5.2. Nothing herein shall in any manner modify the terms and conditions of the Base Contract with respect to the payment of Taxes pertaining to the purchase and sale of Gas under the AMA Transaction. Further, with respect to the payment of Taxes related to the specific activities under this Addendum, each Party shall indemnify, defend and hold the other Party harmless as to any costs or liabilities incurred by such other Party in connection with claims for Taxes made by third parties or entities, including governmental entities. References to “costs” under this section shall include all reasonable and necessary attorneys’ fees and expenses, consultants’ fees, travel expenses, and court costs, including costs incurred to enforce the indemnity obligations.

ARTICLE VI. DEFAULT AND REMEDIES

6.1 Events of Default. The following actions or inactions by a Party under this Addendum shall constitute an “Event of Default” under the Contract:

(a) breach of any material obligation under this Addendum (save and except for any breach addressed hereinafter in other subsections) , if such breach is not cured by the Party in breach within five (5) Business Days after written notice of such breach from the Non-defaulting Party; or

(b) COA takes or fails to take any action required by the Pipeline(s) or under this Addendum related to the Released Capacity which results in BPCEMC’s inability, in whole or in part, to utilize the Released Capacity on any Day.

6.2 Remedies. If an Event of Default has occurred and is continuing, the Non-defaulting Party may exercise any and all rights and remedies afforded to it under the Contract, in addition to all rights and remedies available under applicable law or in equity. To the extent that the Non-Defaulting Party elects to liquidate and terminate all transactions under the Contract on the Early Termination Date, necessarily including the AMA Transaction, this Addendum shall also terminate and the Released Capacity shall be automatically recalled.

ARTICLE VII. MISCELLANEOUS

7.1 Compliance with Governmental Requirements. BPCEMC’s provision of asset management services under this AMA Addendum shall be subject to local, state, or Federal laws, rules, and regulations, particularly Federal Energy Regulatory Commission (“FERC”) Order No. 712, as amended, for which BPCEMC is acting as “asset manager” as defined in 18 C.F.R. § 284.8(h)(3), permitting BPCEMC to call upon COA to deliver up to 100 percent of the daily contract demand of the released transportation capacity every Day during the Delivery Period. BPCEMC’s purchase obligation under the AMA Transaction meets the minimum purchase obligation required under 18 C.F.R. § 284.8(h)(3)(ii) (all of the foregoing, collectively, the “Governmental Requirements”). The Parties agree to comply with all Governmental Requirements applicable to this Addendum, and COA agrees that it shall not require or request BPCEMC to perform any action, or to omit to perform any action that BPCEMC reasonably believes is required under applicable Governmental Requirements. Without limiting the generality of the foregoing, if during the term of this Addendum any governmental agency of competent jurisdiction should determine that the obligations and duties contemplated in this Addendum cannot be performed in accordance with applicable Governmental Requirements, wholly or in part, the Parties shall immediately suspend performance under this Addendum, and shall suspend the corresponding obligations to deliver Gas under the AMA Transaction. BPCEMC and COA shall, within ten (10) Days of such a determination, meet to determine whether this Addendum can be revised so that the services contemplated herein can be performed fully in accordance with applicable Governmental Requirements while preserving the economic benefits afforded to both Parties under the current structure as closely as possible. In the absence of a superseding written agreement entered into between the Parties within thirty (30) Days following such meeting, this Addendum shall terminate, along with the AMA Transaction on the next Business Day (such Day being the “Early Termination Date” for the purposes of this section), with (a) no damages being owed by either Party as a result of the termination of this Addendum, such as but not limited to the loss of optimization activities/management services, (b) no affect occurring under the Contract with respect to transactions unrelated to the Addendum and (c) damages being calculated for the AMA Transaction as a result of its liquidation and termination on such Early Termination Date. On such Early Termination Date, BPCEMC shall determine damages for the AMA Transaction in accordance with Section 10 of the Contract; provided however, that for purposes of determining the amounts owed with respect to the liquidation and termination of the transactions, any and all Costs otherwise allowed under Section 10.3.1. shall be excluded from the calculation, and provided further that for purposes of determining the resulting amount(s) owed for the termination and liquidation of the AMA Transaction the Market Value for such Terminated Transaction shall be determined by using the mid-point, as it may be estimated, between the bid price and the ask price for such Terminated Transaction to reflect that neither Party is a Defaulting Party and accordingly the intent of the Parties is not to ascertain liquidated damages from a Non-defaulting Party’s perspective. The respective Parties shall

have the same rights and remedies related to the calculation and dispute of the resulting Net Settlement Amount(s) owed with respect to the termination and liquidation of the AMA Transaction as those set forth in Section 10.

- 7.2 **Further Assurances**. The Parties agree to execute and deliver such additional instruments or documents as may be necessary to carry out the purposes of this Addendum.
- 7.3 **Authority to Execute**. Each of the Parties to this Addendum represents and warrants that, as of the Effective Date, (i) it has full and complete authority to enter into and perform this Addendum; (ii) the person who executes this Addendum on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.
- 7.4 **Miscellaneous**. This Addendum may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The headings and subheadings contained in this Addendum are used solely for convenience and do not constitute a part of this Addendum between the Parties and shall not be used to construe or interpret the provisions of this Addendum. Except as expressly otherwise provided in this Addendum, all covenants, representations, warranties, acknowledgments, agreements, rights and obligations of the Parties under this Addendum, that are capable of having effect after the termination of this Addendum for any reason, shall survive and remain in full force and effect beyond, and not be affected by, the termination of this Addendum.
- 7.5 **Entirety and Amendments**. This Addendum constitutes the entire agreement between the Parties regarding the asset management services to be provided under this Addendum, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between COA and BPCEMC related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this Addendum shall be or become effective except by written amendment executed by the duly authorized representative of the Parties. Except as set forth herein, the Contract shall remain unchanged.
- 7.6 **Assignment**. Notwithstanding anything in the Contract to the contrary, neither party may assign the Contract, including this Addendum, or the AMA Transaction without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, in order to be effective, any consent to such assignment must also be permitted by applicable law, including without limitation FERC regulations concerning asset management arrangements and capacity release rules.
- 7.7 **One Agreement**. The Parties agree and acknowledge that this Addendum is part and parcel to the Contract, and accordingly the Contract and this Addendum shall be deemed to constitute one integrated agreement for all purposes.
- 7.8 **Defined Terms**: Any capitalized terms set forth herein that are not otherwise defined herein shall have the meaning set forth in the Contract or the AMA Transaction.

[Signature page follows.]

IN WITNESS WHEREOF, and with the intent to be legally bound, the Parties hereto have caused this Addendum to be executed by their duly authorized officers or representatives as of the Effective Date.

City of Ames, Iowa

BP CANADA ENERGY MARKETING CORP.

By: _____

By: _____

Name:

Name: Mark R. Tillwick

Title:

Title: Attorney-In-Fact

Date: October 13, 2015

Date: October 13, 2015

[Asset Management Agreement Addendum dated October 13, 2015]

AMA TRANSACTION CONFIRMATION

CONFIRMATION DATE: October 13, 2015

CONTRACT #: CONTRACT DATE: October 13, 2015

SELLER: BP Canada Energy Marketing Corp. ("Seller")

BUYER: City of Ames, IA. ("Buyer")

PHONE #: 402.505.8800 FAX #: 713.323.1633

BUYER: City of Ames, IA

PHONE #: 515.239.5126 FAX #:

This Transaction Confirmation (the "AMA TC") is entered into effective as of the Confirmation Date and serves to confirm our understanding of the following transaction between Buyer and Seller. This AMA Transaction shall be governed by the terms and conditions set forth in the Base Contract for Sale and Purchase of Natural Gas referenced above executed by and between Buyer and Seller on October 13, 2015 (the "Base Contract"), and the Asset Management Agreement Addendum dated October 13, 2015 by and between the Buyer and Seller (the "Addendum"). This transaction for the sale and purchase of Gas connected to the Released Capacity described in this Article III of the Addendum has been structured to qualify as an Asset Management Agreement ("AMA") as defined in FERC Order Nos. 712 et al. and its implementing regulations 18 C.F.R. § 284.8. Accordingly, capacity released hereunder shall conform to the FERC's definition of an AMA, including the required conditions and delivery obligations shall be non-biddable, pre-arranged releases, and shall be made in a manner consistent with (a) the FERC's capacity release regulations and (b) the Pipeline's Tariff.

PERFORMANCE OBLIGATION: Subject to the terms and conditions set forth hereinafter, Seller is obligated under this Contract to sell and deliver and Buyer is obligated to purchase and receive, Firm Swing Gas on a Firm basis and Additional Interruptible Gas on an Interruptible basis, up to a total of 14,000 MMBtu/Day at the Primary Delivery Point as such amount is limited by the respective Transportation Agreement. Seller and Buyer further agree that to the extent that any interruption, curtailment, operational flow order or other event(s) not otherwise a result of any action or inaction by Seller impacts transportation services in a manner that prevents Seller from utilizing the complete NNG Primary Transportation Path on any Day, irrespective of whether NNG declares an event of Force Majeure, as a result of such event, Seller shall be relieved of its obligation to sell a corresponding quantity of Gas to Buyer as appropriate. In addition, Seller shall be reimbursed on a monthly invoice for any Demand Charges and Modernization Charges, if any, that it actually pays in delivering Gas to the Delivery Point under this AMA TC. Notwithstanding the foregoing, during such periods when the complete NNG Primary Transportation Path is not available, Seller shall use commercially reasonable efforts to meet its Gas sale obligation provided that the Gas price paid to Buyer shall reflect the market from which Seller sells such Gas. Any other provision notwithstanding, Seller shall be responsible for any incremental charges resulting from Seller's use of Buyer's primary Firm capacity to sell, buy, deliver and/or receive Gas at points other than the Primary Receipt or Delivery Points under Buyer's Firm transportation contract(s), and in no event shall Buyer have any claim for profit accruing to Seller resulting from Seller's use of Buyer's primary Firm capacity to sell and/or buy gas, and in no event shall Seller have any claim against Buyer for loss accruing to Seller resulting from Seller's use of Buyer's primary Firm capacity to sell and/or buy Gas outside of this AMA TC.

Gas purchases under this AMA Transaction Confirmation and the Transaction Confirmation between the Buyer and Seller dated October 13, 2015 shall constitute the full Gas requirements for the Buyer at the Delivery Point. Buyer shall purchase one hundred percent (100%) of its Gas requirements from Seller except for any Gas purchased by Buyer during a Force Majeure event or as a result of an Event of Default that results in the suspension of performance or the termination of the Addendum and/or the AMA Transaction Confirmation or Transaction Confirmation between the Buyer and Seller dated October 13, 2015. The maximum daily Gas quantity under this AMA Transaction Confirmation shall be 14,000 MMBtu/Day.

CONTRACT QUANTITY:

The maximum daily quantity of Gas that Buyer may purchase from Seller on any Day under this AMA TC during the Delivery Period is 14,000 MMBtu/Day ("MDQ"). Seller's Gas delivery obligations to Buyer on any Day are limited by the quantity of Gas that Seller can receive, transport and deliver on the Released Capacity.

- **Firm Swing Gas:** Buyer may nominate on a daily basis a quantity of Gas for Firm delivery at the Delivery Point on

any Day up the MDQ for that Day (“Firm Swing Gas”). Buyer’s nomination for Firm Swing Gas must be submitted to Seller on or before 7:30 am central prevailing time on the Business Day prior to the Day on which the Gas shall flow and must designate the quantity of Gas that Buyer requests as Firm Swing Gas at the Delivery Point. In addition, for weekend and holiday periods, Buyer’s nomination must be received on or before 7:30 am central prevailing time on the Day before the weekend or holiday period and volumes must be ratable through the weekend or holiday period.

- **Additional Interruptible Gas** - Buyer may request on a daily basis an additional Interruptible quantity of Gas in addition to the Firm Swing Gas (“Additional Interruptible Gas”), provided that the total Gas quantity (Firm Swing Gas plus Additional Interruptible Gas) for the Day does not exceed the MDQ. Such a request shall be made after 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas. In the event that Buyer makes any requests for Interruptible Gas after 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas, Buyer understands and acknowledges that Seller shall use commercially reasonable efforts to supply such Interruptible Intraday Gas, but cannot guarantee that such Gas will or can be supplied to Buyer.

CONTRACT PRICE:

Firm Swing Gas: The Firm Swing Gas Contract Price (“Firm Swing Gas Contract Price”) for the periods April-October and November – March for the Delivery Period shall be as follows.

- **April – October:**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Firm Swing Gas (“Firm Swing Gas Contract Price_{Apr-Oct}”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura plus \$0.015/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Firm Swing Gas Contract Price}_{\text{Apr-Oct}} = [\text{NNG Ventura GD} + \$0.015/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

- **November – March:**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Firm Swing Gas (“Firm Swing Gas Contract Price_{Nov-Mar}”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura plus \$0.05/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Firm Swing Gas Contract Price}_{\text{Nov-Mar}} = [\text{NNG Ventura GD} + \$0.05/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

Additional Interruptible Gas: The Contract Price for Additional Interruptible Gas Contract Price for the periods April-October and November – March for the Delivery Period shall be as follows.

- **April – October**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Additional Interruptible Gas (“Additional Interruptible Gas Contract Price_{Apr-Oct}”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura plus \$0.20/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel Charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Additional Interruptible Gas Contract Price}_{\text{Apr-Oct}} = [\text{NNG Ventura GD} + \$0.20/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

- **November – March**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Additional Interruptible Gas (“Additional Interruptible Gas Contract Price”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura plus \$0.35/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market

caused by either of the Parties.

8. **Buyer Representation.** Buyer represents that any Firm Swing Gas or Additional Interruptible Gas that it is unable to purchase and receive and for which it seeks to obtain a credit on its monthly invoice, shall be based on an operational issue(s) related to a reduction in its electricity load that prevents Buyer from utilizing such Gas.

9. **Failure to Deliver or Receive.**

(a) Damages for failure to deliver or failure to receive Gas shall be treated as provided in the Base Contract.

(b) Notwithstanding Special Condition 9(a) above, if Buyer’s representation in Special Condition 8 above applies to Buyer’s failure to purchase and receive Firm Swing Gas or Additional Interruptible Gas, Sections 3.2 and 3.3 of the Base Contract shall not apply and Seller shall credit Buyer for such Gas quantities not received on the monthly invoice for the applicable Gas delivery Month based at the following prices.

Firm Swing Gas:

The credit price in US\$ per MMBtu (“\$/MMBtu) for Firm Swing Gas for the Delivery Period (“Firm Swing Gas Credit Price”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura minus \$0.01/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel Charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Firm Swing Gas Credit Price} = [\text{NNG Ventura GD} - \$0.01/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

Additional Interruptible Gas: The credit price in US\$ per MMBtu (“\$/MMBtu) for Additional Interruptible Gas (“Additional Interruptible Gas Credit Price”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura minus \$0.05/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel Charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Additional Interruptible Gas Credit Price} = [\text{NNG Ventura GD} - \$0.05/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

10. **Defined Terms.** Any capitalized terms set forth herein that are not otherwise defined herein or in the Base Contract shall have the meanings set forth in the AMA Addendum

CITY OF AMES, IOWA

BP CANADA ENERGY MARKETING CORP.

By: _____

By: _____

Name:

Name: Mark R. Tillwick

Title:

Title: Attorney-In-Fact

Date: October 13, 2015

Date: October 13, 2015

TRANSACTION CONFIRMATION

CONFIRMATION DATE: October 13, 2015

CONTRACT #:

CONTRACT DATE: October 13, 2015

SELLER: BP Canada Energy Marketing Corp. ("Seller")

PHONE #: 402.505.8800

FAX #: 713.323.1633

BUYER: City of Ames, IA ("Buyer")

PHONE #: 515.239.5126

FAX #:

This Transaction Confirmation is entered into effective as of the Confirmation Date and serves to confirm our understanding of the following transaction between Buyer and Seller and is governed by the terms and conditions set forth in that certain Base Contract for the Sale and Purchase of Natural Gas dated July 21, 2015 executed by and between Buyer and Seller.

DELIVERY PERIOD: Begin –January 1, 2016

End – December 31, 2016

PERFORMANCE OBLIGATION: Subject to the terms and conditions set forth hereinafter, Seller is obligated under this Contract to sell and deliver and Buyer is obligated to purchase and receive intraday Gas on an Interruptible basis, up to 20,000 MMBtu/Day at the Delivery Point for the Delivery Period.

Gas purchases under this Transaction Confirmation dated October 13, 2015 and the AMA Transaction Confirmation between Buyer and Seller dated October 13, 2015 ("AMA TC") (collectively, the "2016 Transaction Confirmations") shall constitute Buyer's full Gas requirements at the Delivery Point. Buyer shall purchase one hundred percent (100%) of its Gas requirements, up to 34,000 MMBtu/Day, from Seller under these 2016 Transaction Confirmations except for any Gas purchased by Buyer during a (i) Force Majeure event or as a result of an Event of Default that results in the suspension of performance or the termination of this Transaction Confirmation or (ii) a Force Majeure event or an Event of Default including an Event of Default under the Addendum under the AMA TC that results in the suspension of performance or the termination of the AMA TC.

Seller may use capacity under its transportation agreement with the Northern Natural Gas Company ("Capacity") to deliver up to the MDQ under this Transaction Confirmation to the Delivery Point and Buyer shall pay to Seller Commodity Charges, Fuel Charges, applicable and Surcharges including any Modernization Charges if any, that Seller actually incurs in delivering Gas to the Delivery Point on the Capacity.

CONTRACT QUANTITY

Contract Quantity = 0 - 20,000 MMBtu/Day

Maximum Daily Quantity ("MDQ") = 20,000/Day

- **Interruptible Gas.** Buyer may request on a quantity of Interruptible Gas ("Interruptible Gas") up to the MDQ. Such a request shall be made on or before 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas. However, in the event that Buyer makes any requests for Interruptible Gas after 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas, Buyer understands and acknowledges that Seller shall use commercially reasonable efforts to supply such Interruptible Gas, but shall not guarantee that such Gas shall be supplied to Buyer.

CONTRACT PRICE:

During all delivery Periods, in the event that Seller actually pays any Modernization Charges for Gas delivered to Buyer for which recovery is permitted by then applicable FERC order or regulation that Seller actually pays shall be reimbursed as a deduction on the applicable monthly invoice.

Interruptible Gas: The Interruptible Gas Contract Price for the periods April-October and November – March for the Delivery Period shall be as follows.

- **April – October**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Interruptible Gas (“Interruptible Gas Contract Price_{Apr-Oct}”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura, plus \$0.20/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Interruptible Gas Contract Price}_{\text{Apr-Oct}} = [\text{NNG Ventura GD} + \$0.20/\text{MMBtu} \\ + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

- **November – March**

The Contract Price in US\$ per MMBtu (“\$/MMBtu) for Interruptible Gas (“Interruptible Gas Contract Price”) shall be the Northern Ventura Daily Index (“NNG Ventura GD”) published by the McGraw-Hill Companies or its successor thereto in *Platt’s Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura, Iowa plus \$0.35/MMBtu plus the Commodity Charge per the NNG Tariff (“Commodity_{NNG}”) for the NNG Market Area plus applicable Surcharges per the NNG Tariff (“Surcharges_{NNG}”) plus Fuel charges per the NNG Tariff (“ for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Interruptible Gas Contract Price}_{\text{Nov-Mar}} = [\text{NNG Ventura GD} + \$0.35/\text{MMBtu} \\ + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

DELIVERY POINT: NNG Story City # 2 DRN# 79227

SPECIAL TERMS & CONDITIONS:

1. **Capacity Not Available.** In addition to the Force Majeure provisions set forth in the Contract, the Parties also agree that to the extent any interruption, curtailment, operational flow order or other event(s) impacts transportation services that may impair the Seller’s ability to utilize the Capacity, to make Gas deliveries to the Buyer at the Delivery Point, irrespective of whether NNG declares an event of Force Majeure as a result of such event, Seller shall be relieved from its obligation to deliver Gas to Buyer in an amount equivalent to the amount of Capacity impacted by such event. By way of example, to the extent that Seller is unable to deliver Gas to Buyer at , the Delivery Point, on any Day utilizing its Capacity, the Seller’s Gas delivery obligations shall be reduced for such Day in an equivalent amount.
2. **Buyer Representation.** Buyer represents that any Interruptible Gas that it is unable to purchase and receive and for which it seeks to obtain a credit on its monthly invoice, shall be based on an operational issue(s) related to a reduction in its electricity load that prevents Buyer from utilizing such Gas.
3. **Failure to Deliver or Receive.**
 - (a) Damages for failure to deliver or failure to receive Gas shall be treated as provided in Sections 3.2 and 3.3 of the Base Contract.

(b) Notwithstanding Special Condition 3(a) above, if Buyer's representation in Special Condition 2 above applies to Buyer's failure to purchase and receive Interruptible Gas, Section 3.2 of the Base Contract shall not apply and Seller shall credit Buyer for such Gas quantities not received on the monthly invoice for the applicable Gas delivery Month based at the following prices.

- ***Interruptible Gas requested on or before 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas ("On or Before 7:30 am Interruptible Gas"):***

The credit price in US\$ per MMBtu ("\$/MMBtu) for On or Before 7:30 am Interruptible Gas not received by Buyer ("Gas Credit Price_{On or Before 7:30 am}") shall be the Northern Ventura Daily Index ("NNG Ventura GD") published by the McGraw-Hill Companies or its successor thereto in *Platt's Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura, Iowa minus \$0.10/MMBtu plus the Commodity Charge per the NNG Tariff ("Commodity_{NNG}") for the NNG Market Area plus applicable Surcharges per the NNG Tariff ("Surcharges_{NNG}") plus Fuel charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Gas Credit Price}_{\text{On or Before 7:30 am}} = [\text{NNG Ventura GD} - \$0.10/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

- ***Interruptible Gas requested after 7:30 am central prevailing time on the Business Day prior to the flow Day of the Gas ("Post 7:30 am Interruptible Gas"):***

The credit price in US\$ per MMBtu ("\$/MMBtu) for Post 7:30 am Interruptible Gas not received by Buyer ("Gas Credit Price_{After 7:30 am}") shall be the Northern Ventura Daily Index ("NNG Ventura GD") published by the McGraw-Hill Companies or its successor thereto in *Platt's Gas Daily* under the heading Northern Natural Gas Co. in the column Ventura, Iowa minus \$0.20/MMBtu plus the Commodity Charge per the NNG Tariff ("Commodity_{NNG}") for the NNG Market Area plus applicable Surcharges per the NNG Tariff ("Surcharges_{NNG}") plus Fuel charges per the NNG Tariff for NNG Market Area unless the Buyer and Seller agree otherwise in writing.

$$\text{Gas Credit Price}_{\text{On or Before 7:30 am}} = [\text{NNG Ventura GD} - \$0.10/\text{MMBtu} + \text{Commodity Charges} + \text{Surcharges}_{\text{NNG}}] \times [1 - \text{Fuel}]$$

4. **Definitions.** Any capitalized terms set forth herein that are not otherwise defined herein shall be as defined in the Base Contract.

"**Capacity**" shall have the meaning set forth in the Performance Obligation of this Transaction Confirmation.

"**Commodity Charges**" shall mean all commodity charges, ACA surcharges, GRI surcharges and other tariff charges assessed by a Pipeline pursuant to the FERC-approved tariff or governing documents of such Pipeline as a result of the actual transportation of Gas.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Fuel**" means the quantity of Gas consumed by a Pipeline in transporting Gas and includes any provision by such Pipeline for lost and unaccounted for Gas, as determined in accordance with the approved tariff or governing documents of such Pipeline.

"**Modernization Charges**" shall mean any Pipeline charges whether recovered in a or Commodity Charge for the cost recovery related to modernizing Pipeline facilities and infrastructure to enhance the efficiency and safe operation of the Pipeline systems including but not limited to reduction of greenhouse gases, as set forth by FERC in Docket No. PL15-1-000 Cost Recovery

Mechanisms for Modernization of Natural Gas Facilities or any other FERC proceeding or pipeline tariff.

“*NNG*” means Northern Natural Gas Company.

“*NNG Tariff*” means ANR’s FERC Gas Tariff, Fourth Revised Volume No. 1, as approved by the FERC and as may be amended from time to time.

“*Pipeline*” means NNG pipeline.

“*Surcharges*” shall mean all surcharges including Modernization Charges, if any, assessed by a Pipeline pursuant to the FERC-approved tariff or governing documents of such Pipeline as a result of the actual transportation of Gas.

[Signature page follows.]

CITY OF AMES, IOWA

BP CANADA ENERGY MARKETING CORP.

By: _____

Name:

Title:

Date: October 13, 2015

By: _____

Name: Mark R. Tillwick

Title: Attorney-In-Fact

Date: October 13, 2015

[Transaction Confirmation dated October 13, 2015]