

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
JUNE 26, 2018

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

CALL TO ORDER: 6:00 PM

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 June 12, 2018
3. Motion approving Report of Contract Change Orders for June 1-15, 2018
4. Motion approving new Class C Liquor & B Native Wine Permit for BN'C Fieldhouse, 206 Welch Avenue, pending final inspection
5. Motion approving temporary Outdoor Service (for sidewalk café) for Olde Main Brewing Company, 316 Main Street
6. Motion approving temporary Outdoor Service (for sidewalk café) for JJC Ames 1 LLC (Fuzzy's Taco Shop), 2420 Lincoln Way, Ste. 103
7. Motion approving temporary extension of Outdoor Service area for The Mucky Duck, 3100 S. Duff Avenue for July 24-25
8. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Special Class C Liquor – Hickory Park, 1404 South Duff Ave.
 - b. Special Class C Liquor & Outdoor Service – Botanero Latino, 604 E. Lincoln Way
 - c. Class C Liquor & Catering – Jethro's BBQ, 1301 Buckeye Avenue
9. Motion approving request from Ames Convention & Visitors Bureau for Fireworks Permit for display from ISU Lot G7 at dusk on July 3 with rain date of July 5 at dusk for Independence Day
10. Motion approving request from Iowa Sports Foundation, Inc. for Fireworks Permit for display from ISU Lot G3 at dusk on July 20 for Iowa Games
11. Requests from Youth and Shelter Services:
 - a. Motion directing staff to accept future requests for reimbursement for crisis walk-in appointments for Primary Treatment Mental Health Service
 - b. Resolution authorizing a carry-over of \$52,000 from FY 2017/18 to FY 2018/19 for Primary Treatment Mental Health Service
 - c. Resolution authorizing transfer of \$18,013 in unspent FY 2017/18 funds for Rosedale Emergency Shelter to Transitional Living Emergency Assistance for Basic Material Needs

- d. Resolution authorizing a carry-over from FY 2017/18 to FY 2018/19 for unspent Transitional Living Emergency Assistance for Basic Material Needs funds
12. Resolution approving and adopting Supplement No. 2018-3 to the *Ames Municipal Code*
13. Resolution supporting submission of State of Iowa Recreational Trail Grant Application for Grand Avenue Extension project
14. Resolution approving Iowa Department of Agriculture and Land Stewardship Funding Agreement for Grand Avenue Extension in the amount of \$100,000
15. Resolution accepting quote from Holmes Murphy & Associates for coverage with Midwest Employers Casualty Company for the same coverage types and limits as the expiring contract at a renewal premium of \$100,693
16. Resolution accepting quote and approving renewal of City's membership in the Iowa Communities Assurance Pool (ICAP) for certain liability coverage at a net cost of \$505,543
17. Resolution accepting extension of Property Brokerage Agreement with Willis of Greater Kansas, Inc., for the period beginning July 1, 2018, through June 30, 2019, in the amount of \$45,000
18. Resolution approving renewal of Safety Services Contract with IAMU in an amount not to exceed \$64,800 for period July 1 through December 31, 2018, and optional renewal in an amount not to exceed \$64,800 for period January 1, 2019, through June 30, 2019
19. Requests for Midnight Madness on July 14, 2018:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for the event
 - b. Motion approving 5-day (July 14-18) Class B Beer & Outdoor Service Area in City Hall Parking Lot N
 - c. Motion approving tapping of up to seven kegs at once during post-race party with maximum of 15 kegs total during the evening
 - d. Resolution approving closure of portions of 5th Street, Douglas Avenue, 10th Street, Clark Avenue, Main Street, Northwestern Avenue, 9th Street, Ridgewood Avenue, and 6th Street; Burnett Avenue and Kellogg Avenue, from 5th Street to 10th Street; 6th Street, 7th Street, 8th Street, and 9th Street, from Clark Avenue to Douglas Avenue; and Park Way, including the suspension of parking regulations and enforcement, from 6:00 p.m. to 11:00 p.m. on Saturday, July 14
 - e. Resolution approving closure of Clark Avenue from 5th Street to 6th Street and City Hall Parking Lot N from 6:00 p.m. on July 14 to 1:00 a.m. on July 15 for post-race activities
 - f. Resolution approving waiver of fees for blanket Vending License and usage of electricity
20. Requests for Ames Pridefest on September 29, 2018:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for the event
 - b. Resolution approving the closure of the 400 and 500 blocks of Douglas Avenue, including the closure of 31 metered parking spaces, from 7:00 a.m. to 10:00 p.m.
 - c. Resolution approving waiver of parking meter fees and enforcement and waiver of fee for blanket Vending License for event
21. Resolution awarding a contract to Baldwin Pole & Piling, Inc., of Des Moines, Iowa, for the purchase of Electric Distribution Utility Poles in accordance with unit prices bid
22. Resolution awarding a contract to Open Systems International, Inc., of Medina, Minnesota, for Power Plant SCADA Hardware Upgrade in the amount of \$282,106, with the City paying

- applicable sales taxes to the State of Iowa
23. Resolution approving contract and bond for Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for Power Plant
 24. Resolution approving contract and bond for Motor Repair for Power Plant
 25. Resolution approving contract and bond for WPC Facility Structural Rehabilitation, Phase 2
 26. Renewal of Electric Services Underground Trenching Contract:
 - a. Resolution approving renewal of Primary Contract with Ames Trenching & Excavating of Ames, Iowa, for period from July 1, 2018, through June 30, 2019, in an amount not to exceed \$175,000
 - i. Resolution approving contract and bond
 - b. Resolution approving renewal of Secondary Contract with Communication Data Link, LLC of Grimes, Iowa, for period from July 1, 2018, through June 30, 2019, in an amount not to exceed \$75,000
 - i. Resolution approving contract and bond
 27. Boiler Maintenance Services for Power Plant:
 - a. Resolution approving renewal of contract with TEI Construction Services, Inc., of Duncan, South Carolina, for period from July 1, 2018, through June 30, 2019, in an amount not to exceed \$200,000
 - i. Resolution approving contract and bond
 28. Valve Maintenance and Related Services and Supplies for Power Plant:
 - a. Resolution approving renewal of contract with Pioneer Industrial Corp. of Hastings, Nebraska, for period from July 1, 2018, through June 30, 2019, in an amount not to exceed \$60,000
 - i. Resolution approving contract and bond
 29. Resolution approving Change Order No. 4 with TEI Construction Services, Inc., for Boiler Maintenance Services for Power Plant in an amount not-to-exceed \$75,000
 30. Resolution accepting completion of 2016/17 U. S. Highway 69 Improvements Program (South Duff Avenue Safety and Access Project)
 31. Resolution accepting completion of 2015/16 West Lincoln Way Intersection Improvements (Franklin Avenue)
 32. Resolution accepting completion of 2017/18 Clear Water Diversion project
 33. Resolution accepting completion of 2017/18 Traffic Signal Program (East 13th Street/Interstate 35 Northbound Exit Ramp)
 34. Quarry Estates Subdivision, Third Addition:
 - a. Resolution approving waiver of subdivision standards of Section 23.603(1)(b) limiting access to existing public streets
 - b. Resolution approving Final Plat
 35. Resolution approving renewal for property insurance program coverage with Willis of Greater Kansas, Inc., for FY 2018/19 in the amount of \$599,019

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.

ORDINANCES:

36. First passage of ordinance pertaining to exceptions and hardships to Rental Concentration Cap
37. Second passage of ordinance to vacate right-of-way adjacent to 1604 Truman Drive
38. Third passage and adoption of Downtown/Gateway Zoning District ORDINANCE NO. 4355 pertaining to standards (tabled from June 12, 2018)
39. Third passage and adoption of ORDINANCE NO. 4361 rezoning properties within the Downtown Gateway Focus Area of the Lincoln Way Corridor Plan from Highway Oriented Commercial (HOC) and Downtown Service Center (DSC) Zoning Districts to Downtown Gateway Commercial Zoning District
40. Third passage and adoption of ORDINANCE NO. 4362 approving revision to *Municipal Code* Section 21.121(2) to allow signs not exceeding 16 square feet to be erected in residentially zoned private parks

ADMINISTRATION:

41. Discussion of request to exclude Westside Neighborhood from Rental Concentration Cap
42. Progress Report from Sustainability Coordinator regarding FY 2017-18 Activities:
 - a. Motion accepting Report
 - b. Resolution approving Contract with Iowa State University for Sustainability Advisory Services from July 1, 2018, through June 30, 2019, in an amount not to exceed \$25,000
43. Ames Economic Development Commission:
 - a. Presentation of Annual Report
 - b. Resolution approving 2018/19 Agreement
44. Staff Report on City Council email and meeting packet documentation retention for the City of Ames Web site

PUBLIC WORKS:

45. Follow-up Staff Report on Post-Construction Stormwater Management Ordinance
46. 2017/18 South Duff Avenue Improvements (tabled from June 12, 2018):
 - a. Motion rejecting bids and authorizing staff to redesign the project and rebid in Fall 2018
47. Request from First National Bank for designation of reserved spaces in Parking Lot N:
 - a. Motion directing staff to update the Official Parking Meter Map to show Parking Staff Nos. 61 to 74 in Municipal Lot N as 24-Hour Reserved Parking

PLANNING & HOUSING:

48. Resolution approving release of security for Deery Subdivision Development Agreement
49. Staff Report on request to initiate Land Use Police Plan Map Amendment at 113 North Dakota Avenue

ELECTRIC:

50. Motion authorizing Director of Electric Services to establish an Interruptible Rate Program for Industrial customers for a 24-month trial period and sign a Memorandum of Understanding with

participating industrial customers

HEARINGS:

51. Hearing on 2017/18 Low Point Drainage Improvements (Ridgetop Road):
 - a. Resolution approving final plans and specifications and awarding contract to Ames Trenching & Excavating, Inc. of Ames, Iowa in the amount of \$68,888.88
52. Hearing on 2016/17 Arterial Street Pavement Improvements (West Lincoln Way)
 - a. Resolution approving final plans and specifications and awarding contract to Manatt's, Inc. of Ames, Iowa, in the amount of \$180,765.95
53. Hearing on 07/08 Shared Use Path System Expansion (Bloomington to Ada Hayden):
 - a. Resolution approving final plans and specifications and awarding contract to Elder Corporation of Pleasant Hill, Iowa, in the amount of \$385,000, contingent upon receipt of Iowa DOT concurrence
54. Hearing on Water Pollution Control Facility Primary Clarifier Drive Replacement Project:
 - a. Resolution approving final plans and specifications and awarding contract to Woodruff Construction, LLC, of Ames, Iowa, in the amount of \$234,730

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 12, 2018

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on June 12, 2018, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson. *Ex officio* Member Allie Hoskins was also present.

PROCLAMATION FOR “WATERSHED AWARENESS MONTH:” Mayor Haila proclaimed June 2018 as “Watershed Awareness Month.” Those accepting the Proclamation were Public Works Municipal Engineer Tracy Warner, Water Plant Superintendent Lyle Hammes, Watershed Coordinator of Prairie Rivers of Iowa Kayla Bergman, and Executive Director of Prairie Rivers of Iowa Penny Brown Huber.

PROCLAMATION FOR “NATIONAL HOMEOWNERSHIP MONTH:” June 2018 was proclaimed as “National Homeownership Month” by Mayor Haila. Vanessa Baker-Latimer and Steve Eggleston Des Moines Field Office Director for Housing of Urban Development, accepted the Proclamation. Mr. Eggleston stated that Ames is taking the lead in homeownership. He presented a ceremonial check to the Mayor in the amount of \$601,294.

CONSENT AGENDA: Council Member Beatty-Hansen requested to pull Item No. 10, renewal of the beer permits, wine permits, and liquor licenses for further discussion. Mayor Haila pulled Item No. 31, waiving purchasing policies and procedures and awarding a sole-source contract to WatchGuard video of Allen, Texas, for body-worn cameras for the Police Department in the amount of \$141,907 for separate discussion.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of May 22, 2018
3. Motion approving certification of Civil Service applicants
4. Motion approving 5-day (June 15-19) Class C Liquor License for 80/35 Tools Inc. at the CPMI Event Center, 2321 North Loop Drive
5. Motion approving 5-day (June 16-20) Class C Liquor License for Whatcha Smokin BBQ & Brew at the ISU Alumni Center, 420 Beach Avenue
6. Motion approving 5-day (June 29-July 3) Class C Liquor License for Whatcha Smokin BBQ & Brew at the ISU Alumni Center, 420 Beach Avenue
7. Motion approving ownership change for Class C Liquor License for Welch Ave. Station, 207 Welch Avenue
8. Requests from Model Farms for Dock Dogs event on July 2-4:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for the closed area
 - b. RESOLUTION NO. 18-325 approving the closure of Burnett Avenue between 5th Street and 6th Street, including the closure of 13 metered parking spaces, and six additional spaces on 5th street from 9:00 a.m. Monday, July 2 to 10:00 a.m. Thursday, July 5
 - c. RESOLUTION NO. 18-326 approving waiver of parking meter fees and enforcement,

usage and waiver of electrical fees, and waiver of fee for blanket Vending License for event from 9:00 a.m. Monday, July 2 to 10:00 a.m. Thursday, July 5

9. Motion approving Report of Change Orders for May 16 - 31, 2018
10. RESOLUTION NO. 18-237 adopting 2018/19 New and Revised Fees
11. RESOLUTION NO. 18-238 approving City's Pay Plan for 2018-19
12. RESOLUTION NO. 18-239 approving appointment of Rich Lepper to fill vacancy on Property Maintenance Appeals Board (Contractor Seat)
13. RESOLUTION NO. 18-330 approving request from Ames International Partner Cities Association to carry over \$5,100 in funds from FY 2017/18 to FY 2018/19
14. RESOLUTION NO. 18-331 approving preliminary plans and specifications for Installation Services for 69kV UG Power Cable - Top-O-Hollow, setting June 27, 2018, as the bid due date and July 10, 2018, as the date of public hearing
15. RESOLUTION NO. 18-332 awarding a three-year contract to KTA, LLC d/b/a Knapp Tedesco Insurance of Ames, Iowa for Insurance Broker Services for Liability Insurance in the amount of \$111,000
16. RESOLUTION NO. 18-333 approving Main Street Iowa Program Agreement with Iowa Economic Development Authority and Ames Chamber of Commerce (d/b/a Main Street Cultural District) for July 1, 2018, through December 31, 2019
17. RESOLUTION NO. 18-334 approving Neighborhood Improvement Grant Program grant to "Friends of Roosevelt Park" for Ping Pong Tables and Bench to be placed in Roosevelt Park
18. RESOLUTION NO. 18-335 approving Certification of Local Government Approval on behalf of Local Non-Profit Organizations Receiving Emergency Shelter Grant Funds
19. RESOLUTION NO. 18-336 awarding contract to Design Alliance, Inc., of Waukee, Iowa, for Design and Engineering Services for Homewood Golf Course Clubhouse Project in the amount of \$51,500
20. RESOLUTION NO. 18-337 awarding contract to Electrical Engineering and Equipment Co., of Windsor Heights, Iowa, for Motor Repair for Power Plant from July 1, 2018, to June 30, 2019, for hourly rates and unit prices bid in an amount not to exceed \$90,000
21. RESOLUTION NO. 18-338 awarding contract to L & S Electric, Inc., of Coon Rapids, Minnesota, for the Top-O-Hollow Substation Equipment Commissioning in the amount of \$76,169
22. Non-Asbestos Insulation and Related Services and Supplies:
 - a. RESOLUTION NO. 18-339 approving renewal of contract to Total Insulation Mechanical, Inc., of Ames, Iowa, for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$80,000
 - b. RESOLUTION NO. 18-340 approving contract and bond
23. RESOLUTION NO. 18-341 approving renewal of contract with Keck Energy of Des Moines, Iowa, to Supply #2 Ultra-Low Sulfur Diesel to Power Plant for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$150,000
24. Asbestos Maintenance Services for Power Plant:
 - a. RESOLUTION NO. 18-342 approving renewal of contract with ESA, Inc., of North Sioux City, South Dakota, for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$80,000
 - b. RESOLUTION NO. 18-343 approving contract and bond

25. RESOLUTION NO. 18-344 approving renewal of contract with Burns & McDonnell of Chesterfield, Missouri, for Professional Services for Fire Risk Mitigation for Power Plant for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$50,000
26. RESOLUTION NO. 18-345 awarding contract to HTH Companies, Inc, of Union, Missouri, for Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for hourly rates and unit prices bid in an amount not to exceed \$120,000
27. RESOLUTION NO. 18-346 awarding contract to Wesco Distribution of Des Moines, Iowa, for Electric Services Aluminum Cable in the amount of \$79,447.50 (inclusive of Iowa Sales Tax and subject to metals adjustment at time of order)
28. RESOLUTION NO. 18-348 waiving Purchasing Policies and Procedures and awarding a contract to United Conveyor Corporation of Waukegan, Illinois, for engineering services for Unit 7 and Unit 8 Fly Ash Handling System Modifications in the amount of \$65,250
29. RESOLUTION NO. 18-349 waiving Purchasing Policies and Procedures and awarding a contract to The Babcock & Wilcox Company of Kansas City, Missouri, for engineering study for operating Unit 8 Boiler at lower steam temperature and pressure in the amount of \$76,263
30. RESOLUTION NO. 18-350 approving renewal of contract for purchase of electric meters to Fletcher-Reinhardt Co., of Cedar Rapids, Iowa, in accordance with unit price bid
31. RESOLUTION NO. 18-351 awarding contract for Year Four of a five-year contract to Itron, Inc., of Liberty Lake, Washington, for purchase of water meters and related parts and services for the Water and Pollution Control Department for the period of July 1, 2018, to June 30, 2019, in an aggregate amount not to exceed \$443,400
32. RESOLUTION NO. 18-352 approving contract and bond for 2018/19 Pavement Restoration - Slurry Seal Program
33. RESOLUTION NO. 18-353 approving contract and bond for Continuous Emissions Monitoring System Replacement
34. RESOLUTION NO. 18-354 approving contract and bond for Electrical Maintenance Services for Power Plant
35. RESOLUTION NO. 18-355 approving Change Order No. 3 with TEI Construction Services, Inc., of Duncan, South Carolina, for Boiler Maintenance Services for Power Plant in an amount not to exceed \$300,000
36. RESOLUTION NO. 18-356 accepting partial completion of public improvements and reducing security being held for Crane Farm Subdivision, 4th Addition
37. RESOLUTION NO. 18-357 approving Final Plat for Menard's Ames Subdivision (530 and 900 SE 16th Street)

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

RENEWAL OF BEER PERMITS, WINE PERMITS, AND LIQUOR LICENSES: Council Member Beatty-Hansen requested to pull this Consent Item due to a conflict of interest .

Moved by Gartin, seconded by Corrieri, to approve the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:

- a. Class A Liquor & Outdoor Service – Green Hills Residents' Association, 2200 Hamilton Drive #100

- b. Class E Liquor, C Beer, & B Wine – AJ’s Liquor, 4518 Mortensen Road #109
- c. Class E Liquor, C Beer, & B Wine – Kum & Go #200, 4510 Mortensen Road
- d. Class E Liquor, C Beer, & B Wine – Kum & Go #214, 111 Duff Ave.
- e. Class E Liquor, C Beer, & B Wine – Kum & Go #216, 203 Welch Ave.
- f. Class E Liquor – MMDG Spirits, 126A Welch Ave.
- g. Class C Liquor & Catering – Texas Roadhouse, 519 S. Duff Ave.
- h. Class E Liquor, Class C Beer & B Native Wine – Casey’s General Store #2560, 3020 S. Duff Ave.
- i. Class C Liquor & Outdoor Service – Old Chicago Pizza & Taproom, 1610 S. Kellogg Ave.
- j. Special Class C Liquor, Class B Wine, & Outdoor Service – Wheatsfield Cooperative, 413 Northwestern Ave.
- k. Class C Liquor & Outdoor Service – South 17th Street Food & Beverage, LLC, 300 S. 17th Street

Roll Call Vote: 5-0-1. Voting Aye: Betcher, Martin, Nelson, Gartin, Corrieri. Voting Nay: None. Abstaining due to conflict of interest: Beatty-Hansen. Motion declared carried.

WAIVE PURCHASING POLICIES AND PROCEDURES AND AWARDING CONTRACT TO WATCHGUARD VIDEO FOR BODY-WORN CAMERAS FOR POLICE: Mayor Haila stated that he pulled this item due to the cost of \$39,000 for a three-year limited warranty for the cameras only. Chief Cychosz responded that experiences across the country have led them to believe high-quality cameras are necessary. The camera will cost \$1,100 per unit and the support cost is \$216 per year per camera. That will cover all the upgrades, repair, and replacement. The battery life will cover 12 - 13 hours, but the battery’s life cycle is about three years. It is expected to replace two-thirds of the cameras in the Patrol Division throughout the three-year cycle. A longer maintenance period could be purchased, but staff feels that three years is time to learn about the cameras and full support of all kinds of failure for the 60 cameras working all the time within the three years. At the three year mark staff will evaluate the reliability and performance to determine if the maintenance contract should be extended. Staff is trying to find a balance between performance and risk. The goal is to get the cameras out and deployed into a training mode this summer. Staff is making efforts to make the Police Department policies similar to the Sheriff’s Department and Iowa State University Police.

Moved by Betcher, seconded by Nelson, to adopt RESOLUTION NO. 18-347 waiving the Purchasing Policies and Procedures and awarding a sole-source contract to WatchGuard Video of Allen, Texas, for body-worn cameras for the Police Department in the amount of \$141,907.

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

PUBLIC FORUM: Mayor Haila opened Public Forum.

Drew Kamp, 304 Main Street, Ames, introduced Dustin Ingram as the newest member to the Ames Economic Development Commission team member. Mr. Ingram gave background of his work experiences. He stated that he worked on the Comprehensive Plan for the City of Gilbert and was the Economic Development Director for the town of Ackley, Iowa.

John Hunstock, 4142 Eisenhower Lane, Ames, stated he resides at the northeast quadrant of Hyde and Harrison. People traveling along Hyde Avenue have always traveled at speeds higher than the posted 25 mph, but since the road has been paved going north to Gilbert the speeds have continued to rise. There are very defined rush hours in both north and southbound lanes. Mr. Hunstock commented that he was representing the Bloomington Courtyard Association and would like to have a study done to see what changes could be made or options to mitigate the speed of traffic through that area. The Association would like to see a study done to establish procedures to slow traffic down.

Sara Spohnheimer, 210 Main Street, Ames, stated she is representing The Frame Shop and more than 50 businesses from Downtown. The drastic increase in parking tickets has caused issues for employees of the Downtown businesses. This has caused frustration for workers for the inability to focus on their jobs and customers having to rush their shopping. As a destination City having people strolling Main Street to visit multiple businesses at their leisure should be encouraged and having a threat of being fined for taking too long is not conducive to that. These people would like to see the regulations regarding Downtown parking revisited and changed. The statement with signatures and a selection of comments and suggestions from people spoken to in the Downtown area was submitted for the record. The people who signed the statement are business owners, customers, Ames residents, and people who care about Downtown. Mayor Haila added that Council received a statement of what Ms. Spohnheimer read, and there will be a workshop on June 19 concerning the Downtown vision.

Sue Weiss, 215 Howard Avenue, Ames, requested that the Westside Neighborhood be excluded from the rental cap. The feedback has been provided against the cap and a petition has been signed by 25 of the owner-occupied houses in the neighborhood asking Westside to not be included in the rental cap. The Westside neighborhood is already at 60% rentals. There are signatures from homeowners that have lived in the neighborhood for 45 years. The average number of years that people have lived in their home that signed the petition is 20 years. Even though the Westside Neighborhood is 60% rental these people still choose to live in the neighborhood. This neighborhood is closest to Campus and is where the students should be living. The petition of 25 signatures was presented for the record.

Wes Wierson, 3104 Story Street, Ames, reiterated the comments of Ms. Weiss. He feels this rental cap forces more students into high-density housing and further away from Campus. He does not feel a cap number and one hardship law is the best fit for all neighborhoods.

Mark Graeve, 3119 Story Street, Ames, stated his understanding to be that the Westside Neighborhood was to not be included. He is opposed to the Westside being included in the rental cap.

Jake Eller, 5294 O'Neil Drive, Ames, stated he is an owner of a duplex on Hayward and would like to use it as an investment to help his family. Mr. Eller would like Council to reconsider the rental cap.

RENTAL CONCENTRATION HARDSHIP AND EXCEPTION OPTIONS: Planning and Housing Director Kelly Diekmann reminded Council of the recently adopted rental concentration for specific neighborhoods, where new rental property registrations are prohibited if the neighborhood has 25% or more single-family rental properties. Staff was directed to draft Ordinance language for a hardship process related to the sale of property and a separate exception process for property owners with their primary residence in a capped neighborhood to register their property as a rental property. The staff report outlines the following:

Property Sale Hardship: The owner of a property has to have the property on the market for at least nine months before applying for a hardship. The reason for that is to show difficulty of selling the property and the value or ability to sell the property would be enhanced if there was a Letter of Compliance (LOC) available with the property. Either the buyer or seller can bring the property up to compliance for an LOC and maintain the LOC. This is not meant for a long-term investment property; it is for the sale of the property. A sale must happen to renew that rental certificate. One year time line would be given at the beginning to sell the property the LOC could not be renewed. There is an expectation that a rental property has to be on three sides of the property seeking the allowance. Specifically, at least 20 feet of a property to be considered a side, including across the street or alley.

Rental Concentration Cap Exception: This exception has a short-term window that is meant to be addressed this summer. The property owner who lives there as the primary resident to come in for a one time allowance by September first to register the property, get an inspection, and make those improvements in the next six months to get a LOC. The property can not be sold during this time. Once the LOC has been obtained, it can not be renewed unless proven it has been a rental and this must be within the first four years. Once the property has become a rental it must continue to be a rental. If the LOC is ever lapsed it will be lost. The property will need to be verified as a rental with proof of rental income that has been received and have tenants as defined in the Rental Code.

Council Member Corrieri inquired about situations when people have purchased a property for the sole intent of being a rental and are making significant improvements but have not applied for an LOC yet. Ms. VanMeeteren stated that she understood that Council did not want to grandfather unregistered rentals in. Some situations may need to be looked at. Ms. VanMeeteren added that there is a difference between primary residence and owner-occupied. A parent that purchases a home for their children but does not live there is owner-occupied, and is not eligible under this exemption. Mr. Diekmann clarified that to be the owner a person must be on the deed. The primary residence is a person living there and returning there on a regular basis.

Council Member Gartin asked if an owner of a property that had started the construction process have been eligible for an LOC while in the process. Ms. VanMeeteren stated that before the moratorium that would have been possible. Mr. Gartin questioned what would distinguish that person from someone that stated they just didn't get around to it. Ms. VanMeeteren commented that there was not a difference at that time, but an exception could be put into place. Council Member Corrieri noted that the example received was very intentional on their time line to see if it would even be rentable. Building Inspector VanMeeteren stated that continued inspections could have

been done, so nothing precluded them from applying for an LOC as long as there was proof of trying to move forward.

Council Member Martin explained that the rental cap is instituted in certain neighborhoods and the moratorium is over. The discussion now is given the fact of the cap and Council recognized the rental cap is harming some neighborhoods and discussing what can be done to help alleviate some of those hardships.

Robert Howell, 107 S. Riverside Drive, Ames, stated that in his opinion the Rental Concentration Cap Exception is a fair for those that did not know or understand the discussion. He believes that having the property as a primary residence and limiting the time to get the LOC will severely limit the number of people who will apply and be eligible for that exception. Many people would not be able to afford to make the improvements needed within six months to obtain the LOC. Mr. Howell believes The Property Sale Hardship of nine months is too long to keep a home on the market before getting a hardship and then continuing to have to rent after that.

Kate Gohr, 1008 North 2nd Street, Ames, stated that the rental cap is effecting her family. Ms. Gohr's parents purchased a home for her with the intention of upon her graduation they would rent the home. They checked into getting an LOC when they first purchased the home, but felt they were told it was not necessary to have at the time. The family now feels they are stuck with this house and support the Rental Concentration Cap Exception to give the family time to obtain an LOC.

Ken Platt, 3620 Woodland, Ames, expressed his appreciation for the action done to stabilize the neighborhoods. He stated that when one exception is made for one case, a hardship is then created for someone else. It is not the function of City government to help someone increase their financial gain, that is the responsibility of the individual. He encouraged the Council to wait and see what happens with the Ordinance.

Mary Conroy, 2318 Baker Street, Ames, stated that she believes that many people are still not aware of the cap. She also believes that under the Rental Concentration Cap Exception there will not be many applications due to having to make the improvements within six months.

Pat Brown, 3212 West Street, Ames, feels that it is not the role of the City government to guarantee a return on investment. This is an economic system. The Constitution allows people to take risks but does not guarantee a return. If a hardship is given to those selling for a rental what about the value to the owner-occupied that is losing value because of rentals. It is the job of Council to create policy that is equal and fair to all.

Morgan Johnston, 611 Lynn Avenue, Ames, stated that in her opinion the Rental Concentration Cap Exception is the only solution. She believes that way there is still an ability to make a profit off an investment. Ms. Johnston is in favor of the Rental Concentration Cap to continue to have the ability to use the property for the reason they purchased it.

Leslie Kawaler, 2121 Hughes Street, Ames, stated that the Rental Concentration Cap Exception

undercuts the stability and predictability that the cap would provide the residents or possible new residents of the neighborhood. This uncertainty will continue until there is a sunset date. There is not a limit to how many LOCs will come about, and negotiations can be made with investors so can be later sold for rental. Ms. Kawaler urged Council to either eliminate the Rental Concentration Cap Exception or decrease the sunset clause to 12 months.

Lisa Prichard, 413 Lynn Avenue, Ames, stated that the Rental Cap has caused her family a hardship. They are unable to put their children in the school they prefer because there is not open enrollment in Ames and the Rental Cap will keep them from selling their home to be able to move to the neighborhood they need to be in for the school of their preference. Ms. Prichard is in favor of the Rental Concentration Cap Exception because this would give relief to her family and still give them options to do what they feel would be best for their family.

Nancy Johnston, 2341 Donald Street, Ames, is in favor of the Rental Concentration Cap Exception. Ms. Johnston informed Council that she and her husband do not live in Ames, but have purchased a couple of neglected properties and turned them into beautiful homes. The restoration of those properties has increased the value to the neighborhoods, but feels it is not fair that she is unable to rent out the home she has not sold.

Joanne Pfeiffer, 3318 Morningside Street, Ames, stated that balance is necessary for the life of the neighborhood. She is against the Rental Concentration Cap Exception.

Wes Wierson, 3109 Story Street, Ames, is in favor of both hardship options. He does feel that the six months time period to make compliant for an LOC is difficult for many people. Not every property can be put under the same umbrella.

Tam Lorenz, 311 South Maple Avenue, Ames, stated that she was opposed to the LOC being transferrable with the sale of the house under Option 3. The LOC being transferrable would mean the property could stay a rental for an unforeseen amount of time. If that part is removed, those that feel they are caught with a property, it will help them to rent it out, but there won't be a guarantee that this property will remain a rental forever. This will help to reclaim the property as an owner-occupied home.

Sarah Conroy, 2318 Baker Street, Ames, stated that implementing the Rental Concentration Cap Exception would allow people nine months to take advantage of the rights they had when they bought their property. This will help people that bought a property with the intention of renting it out.

Mark Graeve, 3119 Story Street, Ames, stated his support for any hardship option that would give owners the right to do what they wish with the property they own. Mr. Graeve expressed concern about the amount of time given to bring a property up to compliance for an LOC and the affordability of making that happen.

Morgan Eller, 5294 O'Neil Drive, Ames, stated her support of the Rental Concentration Cap

Exception.

Sequan Gatlin, 125 Campus Avenue Apartment #18, Ames, stated that he believes the citizens of Ames are not informed. In his opinion, the main issue is people being unaware of what is happening in the community.

Moved by Gartin, seconded by Beatty-Hansen, to direct staff to draft an Ordinance for Property Sale Hardship.

Council Member Corrieri expressed her concern about people having to come forward and tell their specific hardships and having that made public. Ms. Corrieri stated that there may be some very specific questions about their situations that will need to be asked for Council to justify a decision. Answering those questions could be very difficult for some people. Council Member Gartin added that this would give people that are in a difficult situation a path. Council Member Nelson interjected the thought of the Property Maintenance Board hearing some cases as a possibility.

Council Member Martin stated there is some overlap between the two hardship options. He does not feel that Council should agree to both options, but first take a look at Option 3.

Council Member Gartin withdrew his motion.

Council Member Martin stated that in his opinion the role of the City Council is more to promote and protect the Community than individual investors hit their investment targets. The strategy of many of the investments are to convert homes to rental properties that promote short-term residents. That makes it harder for long-term residents to be in the neighborhood.

Moved by Martin, seconded by Betcher, to remove Rental Concentration Cap Exception from further consideration tonight.

Council Member Gartin stated that in his opinion, property owners should have no longer than a 12 month grace period to become a rental or it nullifies the rental cap. Mr. Gartin stated that with that shortened grace period he would be agreeable to Option 3. He felt that gave property owners sufficient time and would cover many hardships. Council Member Beatty-Hansen agreed with the need to tighten Option 3.

Council Member Betcher expressed concern of Option 3 implying that an owner won't be able to sell their property to an owner-occupier and get the same amount of money as they would if sold for a rental. Council Member Corrieri expressed her support for Option 3 because, it gives people that purchased property with the intent to use it as an investment for their family the right to use the property the way they intended. Council Member Betcher concurred with Council Member Martin that Council should be looking out for the community rather than individual gain. Ms. Betcher noted that she could support something that did not have the LOC with the property beyond the current owner. The LOC would not be transferrable upon sale. Council Member Gartin mentioned the possibility of a transfer of interest and the City would be unaware. In his opinion, the only way

to end the renting of a property is to put a specific end date on it.

Vote on Motion: 2-4. Voting Aye: Betcher, Martin. Voting Nay: Nelson, Beatty-Hansen, Gartin, Corrieri. Motion failed.

Mayor Haila suggested Council reflect on how Option 3 is consistent with the rental cap. The rental cap is to control the number of rentals in a neighborhood and the importance of the neighborhoods as being the backbone of the community. There is an appreciation to those that have put money into properties and making investments, but those that chose to remain owner-occupied can not be forgotten. The example of an owner having to put an amount of money into the house to make it compliant for an LOC, if the property was sold for that same amount less the owner would come out financially the same. Council will need to consider whether Option 3 will undercut what the majority of the Council voted to institute.

Moved by Beatty-Hansen, seconded by Gartin, to alter the language on the sunset clause to reflect 12 months instead of four years on Rental Concentration Cap Exception.

Council Member confirmed that the 12 months would start at the time the LOC is approved. Mayor Haila added that the LOC is not approved until full compliance is reached and the owner has six months to bring the property into compliance.

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

Moved by Martin, seconded by Beatty-Hansen, change Rental Concentration Cap Exception to require the property to be owned by October 27, 2017 and the property would have to be the owner's primary residence must be at the time of application for the exemption of Option 3.

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

Moved by Corrieri, seconded by Nelson, to allow people to be eligible for Option 3 if they had a valid building permit with the City before the moratorium.

Moved by Corrieri, seconded by Nelson, to amend the motion for staff to give recommendations on allowing people to qualify for the rental concentration cap exception if a valid building permit from the City was obtained before the moratorium.

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

Moved by Beatty-Hansen, seconded Nelson, to get an opinion from staff for options on the feasibility of making a LOC non-transferrable upon sale under the specific exceptions.

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

Moved by Martin, seconded by Beatty-Hansen, to request staff change the language Rental Concentration Cap Exception sub paragraph an exception requirements sub-sub paragraph 3 from saying a property owner of primary residence to the property owner of a legally operating primary residence.

Mr. Diekmann asked Council Member Martin if he is asking staff to investigate every applicant to see that they are or have no history of illegal activity. Mr. Martin responded that he was not asking to investigate every applicant, but wanted to give staff a way to deny if necessary.

Council Member Martin withdrew his motion.

Moved by Martin, seconded by Beatty-Hansen, to request staff to create language that would apply to Option 1 and 3 to give staff grounds to deny an LOC provided by those actions if staff becomes aware of illegal rental activity at that property.

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

Moved by Betcher, seconded by Nelson, to include Property Sale Hardship in an Ordinance.

Vote on Motion: 5-1. Voting Aye: Betcher, Nelson, Beatty-Hansen, Gartin, Corrieri. Voting Nay: Martin. Motion declared carried.

Council Member Betcher inquired about the process after someone has violated and enforcement of the rental abatement. Ms. VanMeeteren responded that it would be treated the same by contacting the owner and try to get compliance. There will be instances when the owner can't come into compliance and without receiving rent they would have to put it on the market or let it sit empty. That would be the situation of anyone that is unable to sell their home. The outcomes will need to be weighed. Council Member Betcher noted that she liked that a renter would have a way to complain, besides verbally, when items were not taken care of by the landlord.

City Manager Schainker stated that language could be developed, but suggested to be sent out first to all rental property owners so made aware that the City Council is considering the Rent Abatement Program. The Rental Abatement Program allows the City to post on a property and serve the landlord a notice stating that rent shall not be recoverable by the owner until the dwelling complies with the *Code*.

Move by Beatty-Hansen, seconded by Corrieri, to direct staff to pursue the concept of rent abatement and contact rental property owners.

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

The meeting recessed at 8:53 p.m. and reconvened at 9:03 p.m.

SALARIES FOR COUNCIL APPOINTEES FY 2018-19: Moved by Gartin, seconded by Corrieri, to increase the salary of the City Manager and City Attorney by 3%.

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

CITY-OWNED TENNIS COURTS AT AMES HIGH SCHOOL: Parks and Recreation Director Keith Abraham provided Council with the background concerning the current tennis complex agreement between the City of Ames and the Ames Community School District (ACSD). The current agreement has an expiration date of March 12, 2023. The issue at this time is that the ACSD has passed a referendum in April 2018 to proceed with building a new high school and the District

desires the tennis courts to be demolished before proceeding with construction. The ACSD has inquired about the City being willing to assist with the cost of demolishing the courts. The current agreement does not obligate the City to remove the courts from the high school property once the agreement expires or help demolish the courts.

Mr. Abraham stated that the ACSD has offered to enter into a new Joint Use Agreement with the City for the use of their new courts at the 24th Street site. This Agreement would be similar except the ACSD would own the courts and provide access to the City for Parks & Recreation programs.

Director Abraham concluded that the recommendation of the Parks & Recreation Commission included the comment of there not being a need for the courts for programming purposes, and therefore, the City should not enter into a cost sharing agreement for the District's new courts on 24th Street. The Commissioners also mentioned that the City and the ACSD are not partnering on a new pool and it would be a good time to end the partnership regarding tennis courts. The City Manager also recommended to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the ACSD and choose not to negotiate a joint use agreement for the new courts at the 24th Street site or contribute to the demolition of the High School courts.

Moved by Corrieri, seconded by Nelson, to approve the termination of the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose not to negotiate a joint use agreement for the new courts at the 24th Street site nor contribute to the demolition of the High School courts.

Council Member Gartin expressed how ISU students and other public citizens on the north side of town utilize those courts. He hopes that the public will be able to use the new courts. Mayor Haila stated that the School Board will be discussing that and having a discussion about those that gave money for the old courts at an upcoming meeting.

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

AMES URBAN FRINGE PLAN MAP AMENDMENT FOR 3554 N. 500TH AVENUE: Planner Justin Moore explained to Council that the property owners are represented by Hunziker Companies and have applied for a minor amendment to the Ames Urban Fringe Plan (AUFPP) Land Use Framework Map for two parcels of land. The proposed change to the AUFPP is to change the land use designation to Rural Residential for both parcels to accommodate the construction of three new homes along with retention of the existing farmstead site on the north parcel.

Moved by Betcher, seconded by Nelson, to adopt RESOLUTION NO. 18-361 approving the Ames Urban Fringe Plan Map Amendment for 3554 N. 500th Avenue.

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

PHASE IV RESEARCH PARK: City Manager Schainker stated that he was alerting the Council and public of a project that is being contemplated. Staff from the Iowa State Research Park approached staff about being a part of Phase IV of the ISU Research Park. This will require a new

investment in street and utility improvements for the creation of Phase IV. The City of Ames has been a partner for the previous phases of the Research Park by financing the majority of the needed infrastructure. In return, a commitment was made for the Research Park property to remain on the tax rolls and that the sale (or lease) price of land in the Park be decreased to reflect the fact that the City's incentives resulted in a reduction in the per acre developed land cost as the incentive for new development. The desire is that the City financial participation will also create high paying jobs.

Mr. Schainker informed Council that the John Deere company wished to increase its presence at the Research park. John Deere wants to locate a new facility that will create the next generation of sprayer equipment and they would like to locate that at the ISU Research Park, this would be a five-acre site. John Deere would also like to establish a new innovation center that would initially rent space in an existing space at the ISU Research Park building. John Deere Company has identified a site, but they want to locate further south on unimproved land. The City would have to extend the South Riverside road; which would require a new investment in street and utility improvements for the creation of Phase IV.

City Manager Schainker commented that there are two challenges: The leapfrogging effect because of wanting to locate on undeveloped land and the request for industrial tax abatement. The tax abatement is a five year program that the City gives to industries that qualify, but it is in the Developer Agreement with the University that the City will not give the abatement until the TIF debt is paid off. It is the position of John Deere that they want this incentive. This would not be in keeping with the City goal of paying back the TIF debt in fewer than ten years. ISU has been in contact with the Economic Development Administration (EDA) to apply for a federal grant. In addition, Iowa State Research Park officials are working on convincing the Iowa Department of Transportation that research parks are unique and should qualify for a 70% match of RISE funds. Those two funding opportunities make it possible for the City to assist financially in extending infrastructure farther south on S. Riverside and west on Collaboration Place in order to open up approximately 32 more developable acres and complete the loop back around Collaboration Place as the full Phase IV area. Staff feels this would be a benefit due to increasing the tax rolls, making more land available for sale or lease, and additional jobs.

Council Member Gartin expressed that granting the abatement can not be framed as a precedent to other businesses. City Manager Schainker agreed and expressed that to ISU Research. Mr. Schainker explained that the tax abatement makes it harder to pay off the TIF in ten years or less. The City does not receive any money until the TIF is paid off. Staff will make it clear that no other properties within this TIF can apply for tax abatement until the TIF is paid off. The two funding opportunities from EDA and RISE are very important to making this project work. It is possible that John Deere will expand in the future and will also be a major tenant in other parts of the Research Park.

Steve Carter, 1805 Collaboration Place, Ames, stated that the Research Park is the single largest taxpayer to the City. John Deere is a unique and it is an exceptional opportunity for Ames. The land John Deere desires was identified as one day to be developed by the Research Park. The goal is to get the EDA funds to help extend the infrastructure further than just to the John Deere project.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 18-358 approving the co-sponsorship (with Iowa State University Research Park) the U.S. Economic Development Administration Grant application.

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

HEARING ON NUISANCE ASSESSMENTS: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 18-359 approving the assessing costs of snow/ice removal and certifying assessments to Story County Treasurer.

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

HEARING ON THE VACATION OF RIGHT-OF-WAY ADJACENT TO 1604 TRUMAN DRIVE: The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Corrieri, seconded by Betcher, to pass on first reading an ordinance vacating the right-of-way adjacent to 1604 Truman Drive.

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

HEARING ON 2017/18 SOUTH DUFF AVENUE IMPROVEMENTS: Mayor Haila opened the public hearing. He closed the hearing once there was no one wishing to speak.

Public Works Director John Joiner stated that the bids came in considerable higher than the engineers' estimate and over budget. The consulting engineer and staff are looking for a way that the project could be valued engineered; using the current bid with a low bidder so the contract could be awarded and savings could be realized through the project by maximizing different things that can be done with the project. The other alternative is to revise the project and rebid the project in the fall when there may be a more competitive environment. Staff recommended to Council to accept the report of the bids and table the final action of the contract until June 26. City Manager Schainker added that the owner, Dickson Jensen is concerned about the project being delayed because of a possible sale. Without the improvements that would delay or possibly eliminate the sale. Due diligence needs to be done also.

Mr. Joiner felt the high bid was due to timing of bidding in the summer, tight timeframe to complete, and the bidding was done while contractors are out doing the work. Opinions are that there might be significant benefit to redesigning some savings in the project and rebidding in the fall. Staff wanted to be certain before recommending that.

Moved by Betcher, seconded by Corrieri, to accept the report of bids and table the awarding the contract until June 26.

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

HEARING ON WATER POLLUTION CONTROL FACILITY STRUCTURAL REHABILITATION PROJECT, PHASE 2: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Mayor Haila inquired about the large amount of difference in bids. Water Plant Superintendent Lyle Hammes explained that staff did four different reference projects checks and approached the company directly. The company gave a cost break down of their bid. The company stated they were light on work and they have a broad spectrum of workers to complete without subcontractors.

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 18-360 approving final plans and specifications and awarding the contract to Minturn, Inc. Of Brooklyn, Iowa in the amount of \$558,600.

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

ORDINANCE TO CHANGE STREET NAMES IN THE EAST ANNEXATION AREA: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Corrieri, seconded by Betcher, to pass on first reading an Ordinance changing the street names in the East Annexation Area.

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

ORDINANCE REZONING PROPERTIES WITH THE DOWNTOWN GATEWAY FOCUS AREA OF THE LINCOLN WAY CORRIDOR PLAN: Moved by Beatty-Hansen, seconded by Corrieri, to pass on second reading an Ordinance rezoning properties within the Downtown Gateway Focus Area of the Lincoln Way Corridor Plan from Highway Oriented Commercial (HOC) and Downtown Service Center (DSC) Zoning Districts to Downtown Gateway Commercial Zoning District.

Roll Call Vote: 4-1-1. Voting Aye: Martin, Beatty-Hansen, Gartin, Corrieri. Voting Nay: Betcher. Abstaining due to conflict of interest: Nelson.

ORDINANCE REVISION TO *MUNICIPAL CODE* SECTION 21.121(2): Moved by Nelson, seconded by Corrieri, to pass on second reading an Ordinance approving the revision to *Municipal Code* Section 21.121(2) to allow signs not exceeding 16 square feet to be erected in residentially zoned private parks.

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

ORDINANCE TO SET STANDARDS FOR THE DOWNTOWN/GATEWAY ZONING DISTRICT: Council Member Gartin asked Director Diekmann to explain the difference between pre-existing and non-conforming. Mr. Diekmann explained that a use that is declared pre-existing has to be a legally established use and allows for that use to continue but does not have limits on the expansion on the existing site. Any expansion would have to meet the current Zoning Ordinance. If the use is discontinued for 12 months it can not be reestablished. The increase of intensity is the difference between pre-existing and non-conforming. Council Member Corrieri confirmed that any

non-conforming uses that already exist in Highway-Oriented Commercial (HOC) would remain non-conforming. Changing to pre-existing would only be changing the uses that are specifically new in the new Downtown Gateway Zoning. Director Diekmann added that the most substantial would be the vehicle services, such as car wash, repair, and gas stations are permitted in HOC, if labeled as three individual uses under vehicle service facilities and made them pre-existing those existing sites would have the benefit of modifying their operations. Mayor Haila pointed out that those businesses would be able to remodel or rebuild and continue to be that way. Mr. Diekmann noted that a special use can stay a special use.

Moved by Gartin, seconded by Betcher, to amend the Ordinance that with the implementation of the rezoning that would trigger the businesses to be non-conforming, would now be considered pre-existing businesses instead.

Vote on Motion: 4-1-1. Voting Aye: Betcher, Beatty-Hansen, Gartin, Corrieri. Voting Nay: Martin. Abstaining due to conflict of interest: Nelson.

Ordinance declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

Mayor Haila suggested to Council to table this until the next Council meeting due to a meeting set with local business owners. There is a need to make sure the people understand.

Moved by Gartin, seconded by Corrieri, to table third reading of standards until June 26.

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

ORDINANCE FOR INSTALLATION OF PUBLIC ART IN SETBACKS: Moved by Corrieri, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4356 installing of public art in setbacks.

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

ORDINANCE ESTABLISHING THE 415 STANTON AVENUE URBAN REVITALIZATION AREA: Moved by Gartin, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4357 establishing the 415 Stanton Avenue Urban Revitalization Area.

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

ORDINANCE REZONING 3507 SOUTH DUFF AVENUE FROM HIGHWAY-ORIENTED COMMERCIAL (HOC) TO AGRICULTURAL (A): Moved by Betcher, seconded by Martin, to pass on third reading and adopt ORDINANCE NO. 4358 rezoning 3507 South Duff Avenue from Highway-Oriented Commercial (HOC) to Agricultural (A).

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

ORDINANCE MODIFYING SECTION 19.12 OF MUNICIPAL CODE ALLOWING BIKE-RIDING ON HARD-SURFACED PATHWAYS IN BROOKSIDE PARK: Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4359

modifying section 19.12 of *Municipal Code* allowing bike-riding on hard-surfaced pathways in Brookside Park.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Director Diekmann stated that the City does not have Urban Revitalization areas. There is a policy that states Council will consider creating them in certain places. The letter is to try to convince Council on how the criteria is met. Moved by Martin, seconded by Beatty-Hansen, to decline to refer to staff for consideration of Urban Revitalization area for properties located at 121 Dotson, 115 Dotson, and 127 Dotson.

Council Member Nelson suggested getting more information to see if this fits with the Lincoln Way Corridor objectives.

Vote on Motion: 2-4. Voting Aye: Martin, Beatty-Hansen. Voting Nay: Betcher, Nelson, Gartin, Corrieri. Motion failed.

Moved by Beatty-Hansen, seconded by Corrieri, to request a memo from staff on the consideration of Urban Revitalization area for properties located at 121 Dotson, 115 Dotson, and 127 Dotson.

Vote on Motion: 5-1. Voting Aye: Betcher, Nelson, Beatty-Hansen, Gartin, Corrieri. Voting Nay: Martin. Motion declared carried.

Moved by Corrieri, seconded by Martin, to not respond to an anonymous request for a renter's advocate and supporting city code person.

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

Moved by Beatty-Hansen, seconded by Betcher, to request a memo from staff to explain the requested rezoning properties located at 3115 and 3125 Grove Avenue.

Vote on Motion: 5-1. Voting Aye: Betcher, Nelson, Beatty-Hansen, Gartin, Corrieri. Voting Nay: Martin. Motion declared carried.

Moved by Betcher, seconded by Corrieri, to table Al Warren's request to add two bedrooms in his basement for rental property located at 2334 Storm Street until June 26.

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

Moved by Corrieri, seconded by Betcher, to refer to the traffic engineer for traffic consideration for speeding on Hyde Avenue.

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

Moved by Corrieri, seconded by Nelson, to refer to Public Works the request to consider a refund for offsite improvements at Hyde/Bloomington and Grand/Bloomington intersections.

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

COUNCIL COMMENTS: Mayor Haila asked the Council about the consideration of removal of

the Westside Neighborhood from the Rental Cap on a future agenda.

Moved by Corrieri, seconded by Nelson, to bring back the consideration of the Westside Neighborhood on a future agenda.

Vote on Motion: 3-3. Voting Aye: Nelson, Gartin, Corrieri. Voting Nay: Betcher, Martin, Beatty-Hansen. Mayor Haila broke the tie. Motion declared carried.

ADJOURNMENT: Moved by Gartin to adjourn the meeting at 10:25 p.m.

Stacy Craven, Recording Secretary

John A. Haila, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	June 2018	
For City Council Date:	June 26, 2018	

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	2016/17 Downtown Street Pavement Improvements	2	\$307,184.50	Con-Struct, Inc.	\$0.00	\$16,685.37	J. Joiner	MA
Electric Services	Furnishing Electric Materials for Top-O-Hollow Substation - Bid No. 1 69kV Switches	1	\$35,755.07	RESCO	\$0.00	\$1,257.19	D. Kom	CB
Electric Services	Furnishing Electric Materials for Top-O-Hollow Substation - Bid No. 3 Lightning Arrestors	1	\$6,530.58	RESCO	\$0.00	\$4,353.72	D. Kom	CB
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Applicant License Application ()

Name of Applicant: <u>Welch 206 LLC</u>		
Name of Business (DBA): <u>BN'C Fieldhouse</u>		
Address of Premises: <u>206 Welch Avenue</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50014</u>
Business <u>(515) 290-4657</u>		
Mailing <u>206 Welch Avenue</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50014</u>

Contact Person

Name <u>Ravinder Singh (Ben)</u>	
Phone: <u>(515) 290-4657</u>	Email <u>ajsliquor@icloud.com</u>

Classification Class C Liquor License (LC) (Commercial)
Term: 12 months
Effective Date: 07/01/2018
Expiration Date: 01/01/1900
Privileges:
Class B Native Wine Permit
Class C Liquor License (LC) (Commercial)
Sunday Sales
Status of Business

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

Ownership
Andrea Singh
First Name: Andrea
Last Name: Singh
City: Ames
State: Iowa
Zip: 50014
Position: Member
% of Ownership: 50.00%
U.S. Citizen: Yes
Ravinder Singh
First Name: Ravinder
Last Name: Singh
City: Ames
State: Iowa
Zip: 50014
Position: Member
% of Ownership: 50.00%
U.S. Citizen: Yes
Insurance Company Information

Insurance Company

Insurance Company:

Policy Effective Date:

Bond Effective

Outdoor Service Effective

Temp Transfer Effective

Policy Expiration

Dram Cancel Date:

Outdoor Service Expiration

Temp Transfer Expiration Date:

Applicant License Application (LC0033372)

Name of Applicant: <u>LJPS, Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>316 Main St.</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 232-0553</u>		
Mailing <u>316 Main St.</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name Matt (Scott's # is 515-231-9626)	
Phone: (515) 400-5981	Email mattombc@gmail.com

Classification Class C Liquor License (LC) (Commercial)
Term: 12 months
Effective Date: 08/24/2017
Expiration Date: 08/23/2018
Privileges:
Class C Liquor License (LC) (Commercial)
Outdoor Service
Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership
Scott Griffen

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

Daniel Griffen

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

Susan Griffen

First Name: Susan **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner

% of Ownership: 25.00%

U.S. Citizen: Yes

Insurance Company Information

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

Applicant License Application (LC0042867)

Name of Applicant: <u>JJC Ames 1 LLC</u>		
Name of Business (DBA): <u>JJC Ames 1 LLC</u>		
Address of Premises: <u>2420 Lincoln Way Suite 103</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50014</u>
Business	<u>(214) 919-3208</u>	
Mailing	<u>P O Box 452949</u>	
City <u>Garland</u>	State <u>TX</u>	Zip: <u>75045</u>

Contact Person

Name <u>Vicki R Speck</u>
Phone: <u>(214) 868-0121</u> Email <u>vicki.speck@4ifc.com</u>

Classification Class C Liquor License (LC) (Commercial)
Term: 12 months
Effective Date: 09/01/2017
Expiration Date: 08/31/2018
Privileges:
Class C Liquor License (LC) (Commercial)
Outdoor Service
Status of Business

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

Ownership
Corey Butcher

First Name: Corey **Last Name:** Butcher
City: Rowlett **State:** Texas **Zip:** 75089
Position: Manager
% of Ownership: 81.00% **U.S. Citizen:** Yes

Jeremy Hillin

First Name: Jeremy **Last Name:** Hillin
City: Lavon **State:** Texas **Zip:** 75166
Position: manager
% of Ownership: 19.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Hanover Insurance Company</u>
--

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



To: Mayor and Council Members 7
From: Brian Phillips, Assistant City Manager
Date: June 26, 2018
Subject: Request for Extension of Outdoor Service Area from Mucky Duck Pub

On May 8th, the City Council approved requests related to the Mucky Duck Pub's proposed event to take place during RAGBRAI on July 24-25. At that time, staff informed Council that Mucky Duck already possessed an outdoor service privilege, and that the requested expansion of that area would be administratively approved by City staff if the Council supported the other requests related to the event.

Simultaneously, the Council was in the process of approving a temporary RAGBRAI ordinance, which prohibits new outdoor service areas from being approved for the duration of RAGBRAI (except for the central, Main Street licensed area).

Last week, Iowa Alcoholic Beverages Division (ABD) enforcement officials came to Ames as part of their meetings with the several hundred local jurisdictions along the RAGBRAI route. In this discussion, **ABD indicated that expansions of existing outdoor service areas must be approved like new licenses—by the local authority. They cannot be administratively approved by staff. This is a departure from how such requests have been handled in the past by City staff, and procedures will be modified to address this in the future.** In light of this information, Mucky Duck has applied for an outdoor service privilege, inclusive of its enlarged event area.

Because Mucky Duck has an existing outdoor service privilege and this request replaces that privilege temporarily with an amended site sketch, City staff does not believe this request violates the temporary RAGBRAI ordinance. Additionally, this is a clarification of an action the City believed had occurred in May as part of the event approval. Therefore, staff recommends approval of this request.

Applicant License Application (LC0040290)

Name of Applicant: <u>Mucky Duck Pub, L.L.C</u>		
Name of Business (DBA): <u>The Mucky Duck Pub</u>		
Address of Premises: <u>3100 S Duff avenue</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business	<u>(515) 598-5127</u>	
Mailing	<u>3100 S Duff avenue</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Marcus Johnson</u>	
Phone: <u>(515) 450-0566</u>	Email <u>info@amesbritishfoods.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/26/2017

Expiration Date: 08/25/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

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

Ownership

Marcus Johnson

First Name: Marcus **Last Name:** Johnson
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** No

LeAnne Rohrberg-Johnson

First Name: LeAnne **Last Name:** Rohrberg-Johnson
City: **State:** Iowa **Zip:** 50010
Position: Spouse
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Integrity Insurance</u>
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Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



MEMO

8

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Dan Walter, Ames Police Department
Date: June 17th, 2018
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for June 26, 2018, includes beer permits and liquor license renewals for:

- Special Class C Liquor - BW0090965 - Hickory Park, 1404 South Duff Ave.
- Special Class C Liquor & Outdoor Service - BW0095221 - Botanero Latino, 604 E. Lincoln Way
- Class C Liquor & Catering - LC0043643 - Jethro's BBQ, 1301 Buckeye Avenue

A routine check of police records for the past 12 months found no liquor law violations for the above listed businesses. The Police Department recommends renewal of licenses for all the above businesses.

ISU Fireworks Permit Application

Fireworks, Pyrotechnics or Flame Effects Application Iowa State University of Science and Technology

Applicant Information

Name of Event: City of Ames Independence Day Celebration Fireworks
Name of Organization Sponsoring Event: Ames Convention & Visitors Bureau
Address of Organization: 1801 Golden Aspen Drive # 110, Ames, IA 50010
Name of Applicant: Julie Kleffer
Phone: 515.291.2418 Fax: E-Mail: klefferj@iastate.edu

Event Information

Event Location: Parking Lot G7 East of Jack Trice Stadium - See Aerial View attached Estimated attendance: 10,000
Event Date: July 3rd, 2018 Time: 10:00 p.m. a.m./p.m. Alternate Date (rain date) for event: 7/5/2018
Organization's on-site manager or contact for day of Display: Julie Kleffer
Phone: 515.291.2418 Fax: E-Mail: klefferj@iastate.edu

Firework Display Information: Attach a copy of the Display Operator credentials and applicable U.S. DOT requirement information for transportation with this application

Display Operator (company name): J & M Displays
Address: 18084 170th Avenue
City: Yarmouth State: IA Zip Code: 62880
Work-week Phone: 515.321.2751 Fax: E-Mail: kelmbruschke@gmail.com
Operator Name for day of Display: Kelm Bruschkke Cell Phone: 515.321.2761
Other Contact for day of Display: Cell Phone:

NOTE: Electronic firing ONLY

Type of Fireworks: 3", 4", 5" Shells & Finale Strings - See attached Attach Display Program
Length of Display: 15 to 20 Minutes
Fireworks Supplier: J & M Displays
Exact Location of Display: Parking Lot G7 East of Jack Trice Stadium - See Aerial View attached Attach Diagram of Display/Shoot Location

Insurance Requirements: Insurance coverage and certificate requirements are on the back of this form.

Student Organizations Only: Submit an Event Authorization and Notification Form with other event documents (including this application) at least 6 weeks prior to the event.

The display operator, EH&S and ISU Police will monitor weather conditions prior to and during the display event. EH&S, ISU Police or the Ames Fire Department have the authority to cancel or postpone any display if they determine there is not strict adherence to the approved application; or there is lightning, wind gusts or inclement weather that will cause risks to the crowd or surrounding property.

04/05/18 Date

Julie J. Kleffer Sponsoring Organization Representative Signature

I have read and agree to the responsibilities stated in the ISU Fireworks, Pyrotechnics and Flame Effects Procedures and also agree that I will meet all insurance requirements listed on this application and that this insurance will be primary.

5/21/2018 Date

Kelm P. Bruschkke Display Operator Representative Signature

APPROVAL SIGNATURES: 6/14/18 Date

Environmental Health and Safety

6/15/18 Date

ISU Police

18 June 2018 Date

City of Ames Fire Inspector

6/15/18 Date

Office of Risk Management

Fireworks, Pyrotechnics or Flame Effects Application
Iowa State University of Science and Technology

Applicant Information

Name of Event: Iowa Games
Name of Organization Sponsoring Event: Iowa Sports Foundation, Inc.
Address of Organization: 1421 South Bell Avenue, Ste #104 Ames, IA 50010
Name of Applicant: Kim Abels
Phone: 515-817-6312 Fax: 515-232-6716 E-Mail: kim@amesclub.com

Event Information

Event Location: Jack Trice Stadium Estimated attendance: 3,000
Event Date: 7-20-18 Time: 9:45 a.m./p.m. Alternate Date (rain date) for event: _____
Organization's on-site manager or contact for day of Display: Kim Abels
Phone: 515-460-8872 Fax: 515-232-6716 E-Mail: kim@amesclub.com

Firework Display Information: Attach a copy of the Display Operator credentials and applicable U.S. DOT requirement information for transportation with this application

Display Operator (company name): J+M Displays, Inc.
Address: 1806+ 170th Ave
City: Vermouth State: Iowa Zip Code: 52660
Work-week Phone: 800-648-3890 Fax: 1-394-3265 E-Mail: www.jandmdisplays.com
Operator Name for day of Display: Samantha Hayden Cell Phone: 515-419-5570
Other Contact for day of Display: Mack Johnson Cell Phone: 319-759-1894

NOTE: Electronic firing ONLY

Type of Fireworks: 1.3G 4"ands" aerial Attach Display Program
Length of Display: Approx 5 minutes
Fireworks Supplier: J+M Displays, Inc
Exact Location of Display: Lot G-3 Attach Diagram of Display/Shoot Location

Insurance Requirements: Insurance coverage and certificate requirements are on the back of this form.
Student Organizations Only: Submit an Event Authorization and Notification Form with other event documents (including this application) at least 6 weeks prior to the event.

The display operator, EH&S and ISU Police will monitor weather conditions prior to and during the display event. EH&S, ISU Police or the Ames Fire Department have the authority to cancel or postpone any display if they determine there is not strict adherence to the approved application; or there is lightning, wind gusts or inclement weather that will cause risks to the crowd or surrounding property.

5-23-18
Date

[Signature]
Sponsoring Organization Representative Signature

May 23, 2018
Date

I have read and agree to the responsibilities stated in the ISU Fireworks, Pyrotechnics and Flame Effects Procedures and also agree that I will meet all insurance requirements listed on this application and that this insurance will be primary.
[Signature]
Display Operator Representative Signature

APPROVAL SIGNATURES:
6/8/18
Date

[Signature]
Environmental Health and Safety

6/15/18
Date

[Signature]
ISU Police

18 June 2018
Date

[Signature]
City of Ames Fire Inspector

6/15/18
Date

[Signature]
Office of Risk Management

COUNCIL ACTION FORM

SUBJECT: REQUESTS FROM YOUTH AND SHELTER SERVICES FOR PRIMARY TREATMENT MENTAL HEALTH SERVICES AND ROSEDALE SHELTER

BACKGROUND:

The City has an ASSET agreement with Youth and Shelter Services (YSS) to provide a variety of services. In FY 2017/18, this agreement includes \$52,000 for Primary Treatment Mental Health Services and \$31,750 for the Rosedale Emergency Shelter. YSS has submitted a request to adjust how those funds may be allocated and drawn down.

PRIMARY TREATMENT MENTAL HEALTH SERVICE:

Early in the 2017/18 fiscal year, YSS staff approached City staff to outline issues they were having with fully drawing down the allocation for this service. YSS has explained that more clients are being supported by Medicaid, which does not provide enough funds to fully cover the cost of providing treatment. Additionally, non-Medicaid funds may not be used to subsidize individual clients. Therefore, the City's ASSET funds for this service can only be used to support a dwindling number of eligible clients, and YSS's revenues to support the service are declining.

As of June 20, YSS has not drawn down any funds for this service. **After discussion with City and ASSET staff, YSS has proposed several steps to allow it to access these funds to support the service, while still remaining in compliance with Medicaid regulations:**

1. **YSS has requested that it be able to carry over its unspent balance for this service remaining at the end of this fiscal year.** This would ensure that these funds would be available to draw down and not forfeited on July 1. Normally, unspent ASSET funds at the end of the fiscal year remain in the Local Option Sales Tax Fund balance to be used towards other purposes as determined by the City Council. If these undrawn funds were carried over, YSS would have access in the next fiscal year to these funds plus the funds awarded for this service under its FY 2018/19 contract (another \$52,000).

This request is unusual among ASSET agencies, and is a substantial amount of funds to carry over. However, the City Council has authorized carry-overs for funded organizations in the past (most recently with \$5,100 in unspent funds carried over for the Ames International Partner Cities Association on June 12th).

2. **YSS has also requested that the manner in which funds for this service may be used be broadened.** Currently, a client must be an Ames resident and not have Medicaid or private insurance to cover the treatment in order to be claimed by YSS for reimbursement by the City. It would take 485 such appointments to fully draw down the City's allocation of \$52,000 at the contracted rate of \$107.29 per hour. **YSS proposes that in addition to clients traditionally paid by the City, that it be allowed to schedule specific blocks of time for "crisis walk-in appointments."** If the time is filled with a client in crisis who has Medicaid or private insurance, those sources would pay for the treatment. **If the block of time goes unfilled or is filled by an Ames resident who would normally be funded through ASSET, the City would be billed.**

In this proposal, the City would be paying for access to services, in addition to actual services for City clients. The ASSET Administrative Team discussed this proposal at its meeting on June 6, and recommended approval of this arrangement. City staff notes that rapid access to mental health services is a critical need to ensure appropriate supports for residents experiencing mental health crisis. There are limited alternatives available for crisis services, and individuals who cannot obtain crisis services in a timely manner may be at greater risk for harm or interactions with the Police Department.

ROSEDALE EMERGENCY SHELTER:

YSS has also made requests related to its Emergency Shelter Service. This service saw reduced demand compared to what was anticipated during the fiscal year. The City's contract for FY 2017/18 provides \$31,750 for this service. As of June 20, YSS had drawn down \$13,737 for this service, leaving a balance of \$18,013. Another program, the Transitional Living Emergency Assistance for Basic Needs, was allocated \$2,250 in YSS's FY 2017/18 contract, but those funds were completely exhausted as of September of 2017 (three months into the contract year). These two services are similar in that both provide services to homeless youth in the community. Therefore, **YSS has requested:**

1. **Moving the \$18,013 in unspent funds for this service to the Transitional Living Emergency Assistance for Basic Needs service.** YSS would then be able to draw down against this balance at the service rate previously agreed to in the FY 2017/18 contract for the Transitional Living service.
2. **A carry over its unspent balance for this service remaining at the end of this fiscal year.** YSS would draw down against any services that had been provided during the current fiscal year but not reimbursed. Any remaining balance would be carried over to the next fiscal year and could be applied to services provided after July 1. As with the request above for the Primary Treatment Mental Health Service, this carryover would ensure any remaining funds would be available to draw down and not forfeited on July 1.

It should be noted that the requests related to moving the Rosedale Emergency Shelter funds to other services have not been reviewed by the ASSET Administrative Team or the ASSET volunteers. However, this type of request is fairly common towards the end of the fiscal year from other agencies, and is not typically reviewed by anyone other than City staff for a recommendation. The City has routinely allowed funds to be shifted from one service to another within the same agency as an alternative to the agency forfeiting those funds (Childserve makes a request to shift City funding within programs nearly annually).

ALTERNATIVES:

1. a. Authorize a carryover of \$52,000 in unspent FY 2017/18 ASSET funds for the Primary Treatment Mental Health Service and allow funds to be used to hold crisis walk-in appointment times, in addition to the actual appointments provided to City of Ames clients.
 - b. Authorize the transfer of \$18,013 in unspent FY 2017/18 ASSET funds from the Rosedale Shelter program to the Transitional Living program, and allow unspent funds at the end of this fiscal year for the Transitional Living Program to be carried over to FY 2018/19.
2. Do not authorize these requests.

CITY MANAGER’S RECOMMENDED ACTION:

City staff has been working with YSS to resolve issues related to the drawdown requirements for the Primary Treatment Mental Health Service since fall of 2017. The requested solution provides YSS with 1) time to make adjustments to its service delivery, 2) flexibility in how the funds may be used, and 3) a solution that also benefits the youth in mental health crisis in the Ames community. Providing appropriate crisis services helps avoid more challenging situations later that may require greater resources from the hospital, the Police Department, or others to resolve.

Additionally, the requests related to the Rosedale Shelter and Transitional Living programs are relatively routine compared to similar requests from ASSET agencies at the end of the fiscal year.

Both of these requests allow the City to ensure services are provided in exchange for City funds. Approving the requests allows a increase in the flexibility YSS needs to be able to best serve its clients and the community.

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



June 20, 2018

Brian Phillips & Ames City Council,

At your request, YSS is respectfully requesting changes for two City of Ames ASSET funding allocations for FY17-18 to allow us to maximize the impact of the approved services.

First, for the Primary Treatment/Mental Health (3.17) allocation of \$52,000 for FY17-18:

- We request that funds not fully drawn down be carried over into FY18-19.
- In addition to support for traditional city-funded/non-Medicaid clients, we request that these funds be used to support pre-scheduled “crisis walk-in appointments” with YSS therapists.
 - This program would enhance access for individuals in urgent need of services, and ensure those experiencing a “crisis” situation would be assured immediate access to mental health services. Quicker de-escalation and treatment often prevents hospitalization for mental issues. Pre-scheduled “crisis walk-in appointments” would be available on designated professionals’ schedules and held for same-day referrals. Referrals could be taken from any source, including individuals, hospitals, clinics, social services, etc. Note that while a Crisis Stabilization program is being developed in Ames, it is designated for adults and not youth.

Second, for the Emergency Shelter - Rosedale (2.08) allocation of \$31,750, for FY 2017/18:

- We request a transfer of \$18,013 to the Emergency Assistance for Basic Needs – Transitional Living Program service which provides housing for homeless youth in Ames. This is a similar population to Emergency Shelter, but provides support in an apartment setting vs. shelter.
- We request that funds not fully drawn down be carried over into FY18-19.

We appreciate your willingness to provide some flexibility, allowing YSS to adapt to the growing needs of the community. We also appreciate the role Brian Phillips plays as a consultant on this funding and his efforts to help craft these recommendations to ensure that youth in Ames are receiving the critical care that they deserve.

If you have any questions, please do not hesitate to reach out directly.

Thank you for all that you do to support our youth.

Respectfully,

Andrew Allen
President and CEO

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING
SUPPLEMENT NO. 2018-3 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of July 1, 2018, as Supplement No. 2018-3 to the Ames Municipal Code.

Adopted this _____ day of _____, 201_.

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

ITEM # 13
DATE: 06-26-18

COUNCIL ACTION FORM

SUBJECT: STATE OF IOWA RECREATION TRAIL GRANT FOR GRAND AVENUE EXTENSION

BACKGROUND:

This application (attached) is for grant funding for trail improvements for the Grand Avenue Extension project. The grant funding requested would cover costs associated with a separate shared use path along S Grand Avenue and S 5th Street plus the portion for the path crossing on a new primary Squaw Creek bridge and the new overflow bridge that will be integral with the S Grand Avenue roadway project. To be competitive, the grant funds would cover approximately 20% of the construction costs (\$368,000) of paving the trail and constructing the bridges. Statewide there is \$1 million being funded for the whole program.

Through coordination with Story County Conservation, the grant application demonstrates regional significance of this trail including connection to the Highway R38 on street bike lanes. There is also regional significance as the Aspen Business Park, ISU Research Park, and over 1160 residential units having connection with the S. Duff Avenue commercial district as well as Main Street Historic Places commercial area.

As part of the grant application, Iowa Department of Transportation officials request a resolution from the authority to be responsible for the maintenance and operation. **The authority must provide written assurance it will adequately maintain the trail for its intended use and maintain the total trail used to justify the project in public use for a minimum of 20 years following project completion.**

The Grand Ave. Extension project continues to be included in the Capital Improvements Plan with funding identified since FY 2013/14 and continuing through FY 2018/19. Funding shown in the CIP for FY 2017/18 and FY 2018/19 includes \$7,700,000 in G.O. Bonds, \$4,300,000 in MPO/STP Funds, and \$3,450,000 in Federal/State Grant Funds. In general, construction is anticipated to commence in FY 2018/19 with hopeful completion in 2020.

ALTERNATIVES:

1. The City Council can pass a resolution that supports the submission of the State of Iowa Recreational Trail grant application in the amount of \$368,000

with assurance that any funded improvements will be adequately maintained for 20 years.

These funds are included in the \$3,450,000 of federal/state funding for the Grand Avenue Extension Project reflected above.

2. The City Council can direct staff to pursue alternative funding sources for this bridge and trail.

MANAGER'S RECOMMENDED ACTION:

Adopting a resolution showing support for the State of Iowa Recreational Trail grant application is one step in the continuing process of accomplishing the Grand Avenue Extension project. The grant assurance is that the trail will be maintained for 20 years, which is far less than the life of this project.

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



Form 240002 (04-18)

PROJECT APPLICATION IOWA STATE RECREATIONAL TRAILS (SRT) PROGRAM

GENERAL INFORMATION

Applicant Agency: City of Ames, Iowa

Contact Person
(Name and Title): Tracy Warner

Street Address
and/or Box Number: 515 Clark Avenue PO Box 811

City: Ames State: IA ZIP Code: 50010

Telephone Number: 515-236-5163 E-mail: twarner@city.ames.ia.us

If more than one agency or organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second agency. *(Attach an additional page if more than two agencies are involved.)*

Applicant Agency: _____

Contact Person
(Name and Title): _____

Street Address
and/or Box Number: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ E-mail: _____

PROJECT INFORMATION

Project Title Ames South Grand Avenue Roadway Extension and Trail

Project Description (including length):

Project includes construction of approximately 3,300 linear feet of 10-foot-wide concrete sidepath along the west side of South Grand Avenue. This includes a 12-foot-clear sidepath across the proposed South Grand Avenue bridge over Squaw Creek and across the proposed overflow bridge to the south. The proposed bridge lengths are 400 feet and 270 feet, respectively. This trail is an extension of the existing City trail to the north which connects to Downtown Historic Main Street and the South Duff Commercial District. There is existing aggregate trail that runs along abandoned rail corridor for about a mile to the south which this phase connects into. The aggregate trail connects to the ISU Research Park, Aspen Business Park, and over 1160 residential living units and is planned to be paved in 2020-2021. South and west of there is either existing trail or County trail in various stages of development/construction that will connect to County Highway R38, which then connects to the High Trestle Trail and the Heart of Iowa Nature Trail, which is a part of the American Discovery Trail.

ECONOMIC IMPACT INFORMATION

Type of Project:

Acquisition - number of acres _____

Development

Combination - number of acres _____

Exhibit A-1

ECONOMIC IMPACT INFORMATION (continued)

Total Cost: \$2,118,000.00
 SRT Fund Request: \$368,000.00
 Applicant Match (25 percent minimum): \$1,750,000.00

	Match Source	Amount	Assured or Anticipated (Date Anticipated)
1.	City of Ames - G.O. Bonds	\$1,750,000.00	Assured
2.			
3.			

Are any state funds involved in this project? Yes No

If Yes, please explain the source and conditions:

Are any other Federal funds involved in this project?: Yes No

If Yes, please explain the source and conditions:

This trail is a part of a much larger project that has both ICAAP funding and STBG funds through the Ames MPO. However, those federal dollars will be applied to the roadway portion of the project, which extends South Grand Avenue from Squaw Creek Drive to South 16th Street. The costs included in the cost estimate for this application are for the additional funds directly related to the trail portions of the project (i.e. the sidepaths along South Grand Avenue and South 5th Street and the additional width of the bridges for the trail). The match money for the trail portion of the project will come from the City of Ames local funds.

ESTIMATED PROJECT DEVELOPMENT SCHEDULE

Design Start Date: Jan 10, 2017 Completion Date: August 2018
 Land acquisition Start Date: October 2017 Completion Date: August 2018
 Construction Start Date: January 2019 Completion Date: May 2020

Has any part of this project been started?: Yes No

If Yes, please explain:

Preliminary Design of the South Grand Avenue Roadway Extension and Trail project has occurred and determined the needs for the bridge crossing Squaw Creek and the connection from the Vet Med Trail to the Grand Ave Trail.

Do you intend to charge a fee to users?: Yes No If Yes, how much?: _____

What will the fee be used for?:

Exhibit A-2

REQUIRED DOCUMENTATION AND NARRATIVE INFORMATION

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- A. A NARRATIVE assessing the project selection criteria... B. A MAP identifying the location of the project... C. A CROSS SECTION of the proposed trail project... D. A SKETCH PLAN of the trail project... E. An ITEMIZED BREAKDOWN of the total project costs... F. A TIME SCHEDULE for the total project development... G. An OFFICIAL ENDORSEMENT of the trail proposal... H. A NARRATIVE discussing the extent to which adjacent property owners... I. Completed MINORITY IMPACT STATEMENT attached to application.

The award of State Recreational Trails funds; any subsequent funding, or letting of contracts for design, construction, reconstruction, improvement, or maintenance; and the furnishing of materials for this project shall not involve direct or indirect interest of any state, county, or city official, elective or appointive. All of the above are prohibited by Iowa Code 314.2, 362.5, or 331.342. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of State Recreational Trails funding and authorize a complete recovery of any funds previously disbursed.

Certification To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand the attached official endorsement(s) binds the participating local governments to assume responsibility for adequate maintenance of any new or improved trails.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa Department of Transportation is required prior to the authorization of funds.

Representing the City of Ames, Iowa

Signature

Date

Tracy L. Warner, Municipal Engineer

Typed Name and Title

Date

PROJECT SELECTION CRITERIA POINT SYSTEM IOWA STATE RECREATIONAL TRAILS (SRT) PROGRAM

EVALUATION AND APPROVAL

The Iowa Department of Transportation shall evaluate each complete application primarily on the basis of whether the trail justifies the construction and maintenance costs, including, but not limited to, the following criteria.

1. Define need, in terms of the population to be served and existing trails in the area. (25 points)

This project, along with future phases, provides connections between the City of Ames trail network and the Central Iowa Trail Network to the south by way of the Heart of Iowa Nature Trail and the High Trestle Trail. This opens up hundreds of miles of trail to the users. It creates safe paths for alternative modes of transportation for residents and visitors, connecting them to other communities, parks, and trail networks. This trail connects to the heart of Ames, the historic downtown Main Street area, as well as the South Duff Avenue commercial district, and across Squaw Creek to the southern portion of Ames. Attachment A.1 is a map from the Ames Long Range Transportation Plan that identifies environmental justice populations.

Since the City of Ames will maintain this trail year round and it will be above flood elevations, the trail will allow people who choose to live north of Squaw Creek better access to the trails and businesses south of Squaw Creek no matter the time of year. This includes the new and expanding businesses in the Iowa State Research Park, as well as a new Story County Park under planning and construction in the Iowa State Research Park. These areas directly to the north are considered to be low income and/or areas of minority populations.

The trail will allow the the residents in the two mobile home parks and apartment buildings directly to the south along South 16th Street, year round access to the north side of Squaw Creek on a hard surface route. The residents will have much greater access to the new Aldi grocery store on South 5th Street and Fresh Thyme grocery store on Southeast 5th Street. Additionally, residents south of Squaw Creek will have access to the vibrant, historic downtown area and the amenities there in.

2. Describe the compatibility with local, areawide, regional, or statewide plans. (10 points)

As per Section 4.2 of the Iowa in Motion 2045 - Long Range Plan, "the importance of bicycling and walking to Iowa's economy is significant, as both provide many benefits in the areas of health and fitness, tourism, and to the environment." It is also stated within this section that "it is estimated that 4% of Iowans walk or bike to work, trail use is increasing, businesses have identified local trails as an aid in recruitment, demand for urban sidewalks has increased, and rising public attention for healthy lifestyles has caused an increase in bicycling and walking, including children traveling to and from school." When it is fully developed, it will be connected to the County trails, Heart of Iowa Nature Trail (HOINT) and High Trestle Trail (HTT). The trail connection from Ames to the HOINT/HTT is consistent with Statewide Trails Vision map (Figure 4.3).

Goal 1 from Iowa's Recreation Plan 2006 SCORP is to "Meet local recreation needs by providing close to home opportunities." From that came Performance Goal #3 which was to encourage Iowans to improve physical and mental health through outdoor recreation. This project expands the recreational opportunities and provides a route for alternative modes of transportation not only within the City of Ames, but to neighboring communities to the south and to much of Central Iowa. This speaks directly to improving physical and mental health by encouraging people to safely go farther than they've previously been able to go.

This project has been in the planning stages for decades and was included in the City of Ames Long Range Transportation Plan (LRTP) completed in 2015. The adjacent Vet Med Trail is also an important trail to the City, with its connections to the ISU Research Park and the Story County Trail system. After the LRTP was approved, the city added paving the Vet Med Trail to their CIP as the priority had increased with the amount of growth on the south side of Ames, including the ISU Research Park. To be able to keep both important trail systems in place and to serve more Ames residents and regional trail users, it was decided to expand the proposed S. Grand Avenue bridge over Squaw Creek to include trail accommodations, add a sidepath to the elevated roadway section, and then create a connection from that sidepath down to the existing Vet Med Trail that runs south to the ISU Research Park.

3. Describe the benefits of multiple uses and recreational opportunities. (10 points)

This project will encourage active and healthy lifestyles by providing a safe and inviting space for any age group. It creates safe paths for both recreation and alternative modes of transportation for residents and visitors; connecting them to other communities, parks, and trail networks. Locally, it provides a safe route for area residents to walk or bike to multiple grocery stores (Hy-Vee, Fareway, Aldi's, Fresh Thyme, and the Wheatsfield Co-op), the Downtown Farmer's Market, historic downtown Ames, big box stores like Walmart and Target, and numerous restaurants.

The project encourages recreational opportunities by providing connections to Greenbriar City Park, O'Neil Park, Anytime Fitness, the Boys and Girls Club of Ames and the new Tedesco Environmental Learning Corridor within the ISU Research Park, which is a 39 acre park featuring gathering areas, boardwalks through wetlands, and hard and soft surface trails throughout the park. Ames Christian School is also along just west of the route so the trail will provide a safe route to school for area students.

By the end of 2021, whether it be for commuting to work, going shopping, exploring the parks in a neighboring town, or dinner with friends, residents and visitors will have safe alternative routes to access neighboring communities like Slater, Huxley, Madrid, Woodward, Ankeny, and even the Des Moines Metro area and it's many connected communities. Nationally, this project provides a linkage to the American Discovery Trail (via the HOINT), which stretches across more than 6,800 miles and is the only coast-to-coast, non-motorized recreational trail in the nation.

Another important objective of this project overall is to improve the City's flood resiliency by creating a connection between the north and south sides of the community during periods of flooding. This will have the added benefit of residents being able to access food during those times that in past history, they would have been cutoff from until the floodwaters receded.

4. Define the quality of the site. (25 points)

There is an existing aggregate trail that extends from the current end of South Grand Avenue at the north end of this project. That existing aggregate trail connects to a sidepath along South Grand Avenue and South 4th Street. The aggregate trail is mostly 10-foot-wide and runs on an old rail line. There is a pedestrian bridge that crosses Squaw Creek on the existing alignment, but the elevations are below flood level so that in high water times, the trail and bridge are both submerged. The South Grand Avenue Roadway and Trail Extension project is planned to be built high enough (as much as 15 feet as it crosses Squaw Creek) that it will remain above the flood waters so that the city is not divided as it was in 2010. This will require the reconstruction of the existing trail and trail bridge in this area.

The South Grand Ave Extension has been in the planning stages for decades. The adjacent golf course was developed with a corridor for South Grand Avenue reserved. The remainder of the land adjacent to the corridor includes residential neighborhoods, commercial properties, community parks, grocery stores and box stores, and a variety of eating establishments. South and west of this trail segment is either existing trail or County trail in various stages of development/construction that will ultimately connect to County Highway R38, The High Trestle Trail (HTT) and the Heart of Iowa Nature Trail (HOINT).

5. Describe the economic benefits to the local area. (10 points)

Trails are the number one amenity potential homeowners cite when they are looking at moving into a community according to a study by the National Association of Homeowners. This translates to increased property values and enhanced tax revenue for communities.

Trails also encourage businesses/industry to expand and/or locate within a community because the recreational opportunities for potential employees provides for a better living environment. This increases their ability to attract high quality employees.

Trails build local businesses. According to the Rails-to-Trails Conservancy, "Bicycle tourists, a growing, affluent segment of the tourist market, contribute significantly to local businesses that are well-connected to trails."

6. Describe the special facilities for disabled users. (5 points)

This trail will be ADA compliant. That means all roadway crossings and accesses to the trail will be accessible for those with disabilities. The paved surface provides a smooth surface for walking/rolling on. The grades of the trail will be designed to be 5% or flatter, which is traversable by older citizens, those with disabilities, young children that may not be as stable/experienced of riders. The shoulders, slopes and clear zones will be designed to meet current AASHTO standards.

APPLICATION INSTRUCTIONS FOR IOWA STATE RECREATIONAL TRAILS PROGRAM FUNDING

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (i.e., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.

Design/Inspection costs

These may be estimated based on Typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (track, pipe, electrical lines, etc.).
- Typical cost per installation (railroad switches, utility poles, transformers, control boxes, etc.).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

This project has been an idea for a long time and was included in the City of Ames Long Range Transportation Plan (LRTP) completed in 2015. After the LRTP was approved, the city added the project to their Capital Improvement Plan as the priority had increased with the amount of growth on the south side of Ames, including the ISU Research park. Story County's plans to connect their trails to the regional trails also made this project a higher priority because of closing a vital gap in the system. This project will provide a positive impact on all residents and visitors to Ames by providing a shared use path that incorporates safe, ADA-compliant crossings; makes connections with existing parks, trail systems, retail centers and places of business; and brings pride to the community.

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: _____

Title: City of Ames Municipal Engineer

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

A. NARRATIVE

Overview

The City of Ames is working to upgrade and expand their trail system as part of an effort to become a more bike and pedestrian friendly community. The South Grand Avenue Roadway and Trail Extension project not only creates a new roadway and trail connection above the historic flood elevations, significance to be explained later, but it creates a connection between the historic downtown Ames and the commercial district along South Duff Avenue with apartments, mobile homes and others along South 16th Street. Beyond South 16th Street, they connect to the ISU Research Park and the rapidly expanding businesses locating there which employ many people who desire to commute by means other than a vehicle.

Existing Conditions

There is an existing aggregate trail (known as the Vet Med Trail) that extends from the current end of Grand Avenue at the north end of this project. That existing aggregate trail connects to a sidepath along Grand Avenue and South 4th Street. The aggregate trail is mostly 10-foot-wide and runs on an old rail line. There is a pedestrian bridge that crosses Squaw Creek on the existing alignment, but the elevations are below the record flood levels such as Ames experienced in 2010 so in high water times, the trail and bridge are both submerged. South and west of this trail segment is either existing trail or County trail in various stages of development/construction and will ultimately connect to County Highway R38. R38 then connects to the High Trestle Trail and the Heart of Iowa Nature Trail, which is a part of the American Discovery Trail. The City plans to pave the aggregate section of this trail in 2020 and 2021, pending funding.

In the 2010 floods, the Ames community was divided by Squaw Creek and South Skunk River, flooding all the major roads, including Lincoln Way, University Boulevard, and South Duff Avenue. The existing trail was no exception. This formed a barrier for emergency personnel responding to the flood, as well as police, fire, and ambulances to get from one side of the creek to the other. The South Grand Avenue Roadway and Trail Extension project is planned to be built high enough that it will remain above the flood waters so that the city is not divided as it was in 2010.

Proposed Concept & Project Justification

South Grand Avenue is proposed to be raised as much as ten feet as it crosses Squaw Creek. This will completely obliterate the existing Vet Med Trail and trail bridge in this location. The South Grand Avenue Extension project has been in the planning stages for decades and was included in the City of Ames Long Range Transportation Plan (LRTP) completed in 2015 (see attachment A.1). The Vet Med Trail is also an important trail to the City, with its connections to the ISU Research Park and the Story County Trail system. After the LRTP was approved, the city added paving the Vet Med Trail project to their Capital Improvement Plan as the priority increased with the amount of growth on the south side of Ames, including in the ISU Research Park. To be able to keep both

important trail systems in place, it was decided to expand the proposed South Grand Avenue bridge over Squaw Creek to include trail accommodations, add a sidepath to the elevated roadway typical section, and then create a connection from that sidepath down to the existing Vet Med Trail that runs south to the ISU Research Park. The existing pedestrian bridge will be relocated to the site of the future Skunk River Trail. The sidepath/trail accommodations create additional costs to the South Grand Avenue project, but maintaining the trail connection over Squaw Creek and having an option for alternate modes of travel during flood times was important to the overall city trail network.

The sidepath portion of the project includes construction of approximately 3,300 linear feet of 10-foot-wide concrete sidepath along the west side of South Grand Avenue. This includes a 12-foot-clear sidepath across the proposed South Grand Avenue bridge over Squaw Creek and across the proposed overflow bridge to the south. The proposed bridge lengths are 400 feet and 270 feet, respectively. There will also be approximately 2,970 linear feet of 10-foot-wide concrete sidepath along 5th Street linking to the sidepath along South Duff Avenue. The grades of the sidepath will be designed to be 5% or flatter, which is traversable by older citizens, those with disabilities, and young children that may not be as stable/experienced of riders. The shoulders, slopes and clear zones will be designed to meet current AASHTO design standards. All connections to the existing roads, sidewalk, and trails will be ADA compliant.

This project creates safe paths for both recreation and alternative modes of transportation for residents and visitors; connecting them to other communities, parks, and trail networks. By the end of 2021, whether it be for commuting to work, going shopping, exploring the parks in a neighboring town, or dinner with friends, residents and visitors will have safe alternative routes to access neighboring communities like Slater, Huxley, Madrid, Woodward, Ankeny, and the Des Moines Metro area and it's many connected communities. Nationally, this project provides a linkage to the American Discovery Trail (via the Heart of Iowa Nature Trail), which stretches across more than 6,800 miles and is the only coast-to-coast, non-motorized recreational trail in the nation.

Consistency with Planning Documents

As per Section 4.2 of the Iowa in Motion 2045 - Long Range Plan, "the importance of bicycling and walking to Iowa's economy is significant, as both provide many benefits in the areas of health and fitness, tourism, and to the environment." It is also stated within this section that "it is estimated that 4% of Iowans walk or bike to work, trail use is increasing, businesses have identified local trails as an aid in recruitment, demand for urban sidewalks has increased, and rising public attention for healthy lifestyles has caused an increase in bicycling and walking, including children traveling to and from school." This project creates a safe route for area children to access the Boys & Girls Club and the Ames Christian School. This trail would be considered a Level 2 trail, which is a trail of regional significance, when it is fully developed because of its

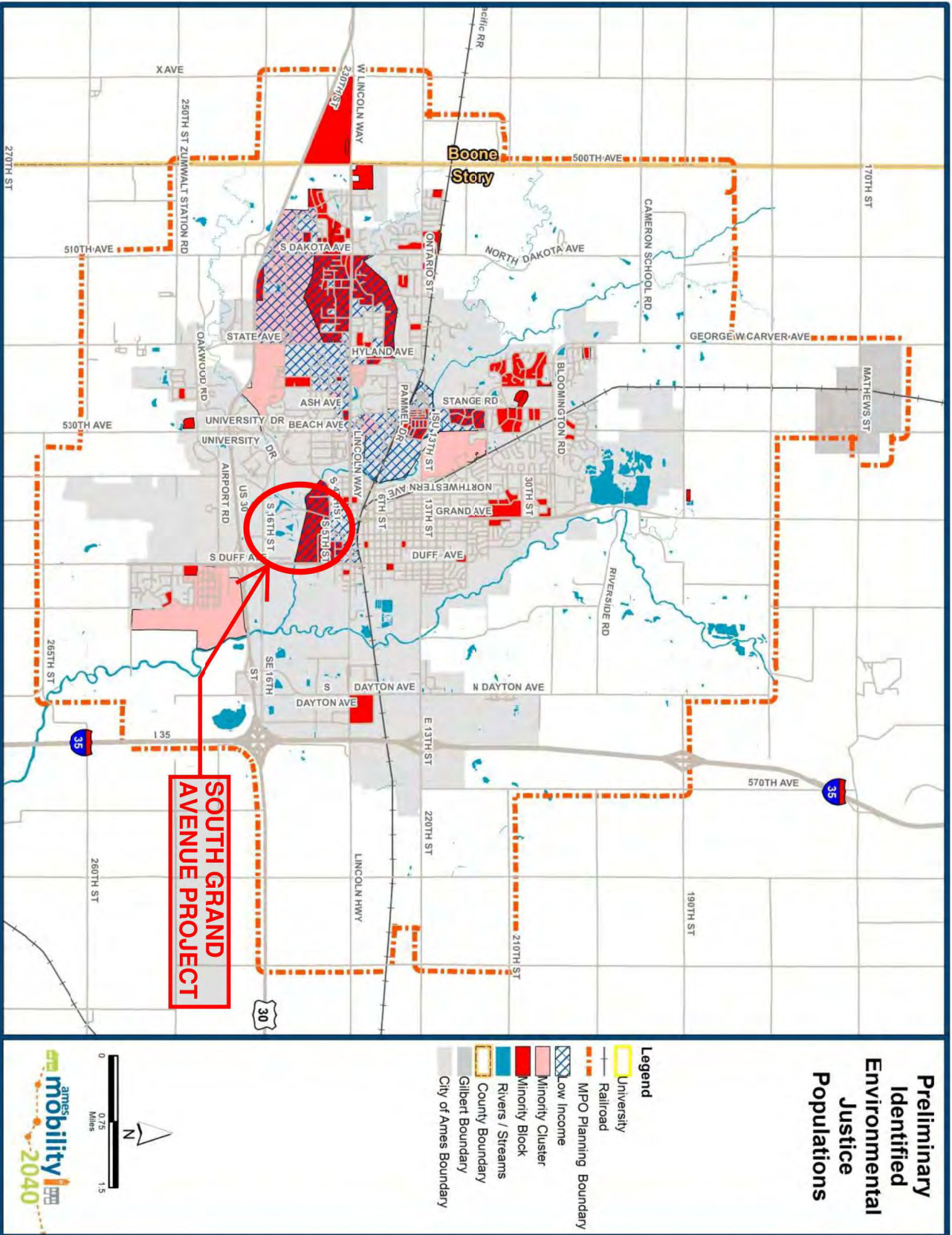
connections to the County trails, Heart of Iowa Nature Trail (HOINT) and High Trestle Trail (HTT). Also, the trail connection from Ames to the HOINT/HTT is consistent with Statewide Trails Vision map (LRP Figure 4.3).

Goal 1 from Iowa's Recreation Plan 2006 SCORP is to "Meet local recreation needs by providing close to home opportunities." From that came Performance Goal #3 which was to encourage Iowans to improve physical and mental health through outdoor recreation. This project expands the recreational opportunities and provides a route for alternative modes of transportation not only within the City of Ames, but to neighboring communities to the south and much of Central Iowa. This speaks directly to improving physical and mental health by encouraging people to safely go farther and see more than they've previously been able to do.

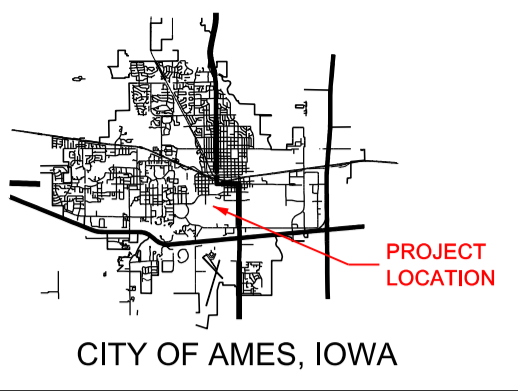
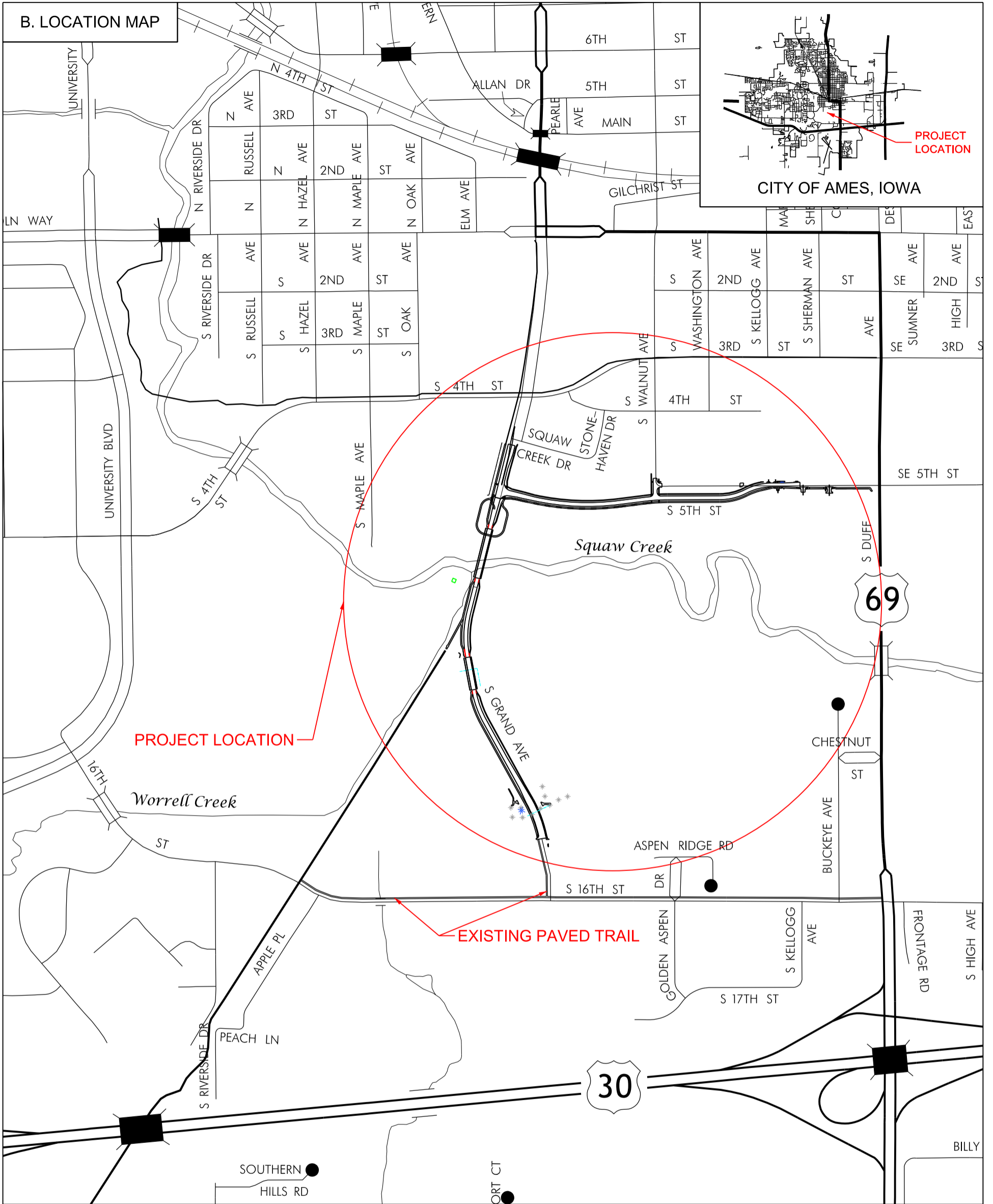
The City of Ames Long Range Transportation Plan discussed previously had many public input opportunities and the planners worked closely with the bicycle community to identify needs and projects throughout the City. This trail was included in that plan and has become a priority for the City as they listen to trail user's needs.

The Iowa State Research Park to the south has seen significant private development investment in recent years. Businesses such as Workiva employ a workforce which demands opportunities for modes of transportation other than vehicles. Many of the Research Park employees commute to work by bicycle, some year around. This trail connection is a vital part of providing the employees of these private companies an all-weather surface upon which to commute. Without investments such as this, these new and expanding businesses may find attracting and retaining employees difficult. This could result in hampering further investment in the area.

Figure 67. Identified Environmental Justice Populations

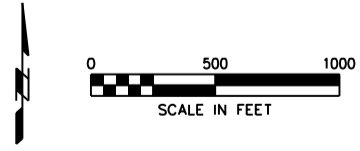


B. LOCATION MAP



PROJECT LOCATION

EXISTING PAVED TRAIL

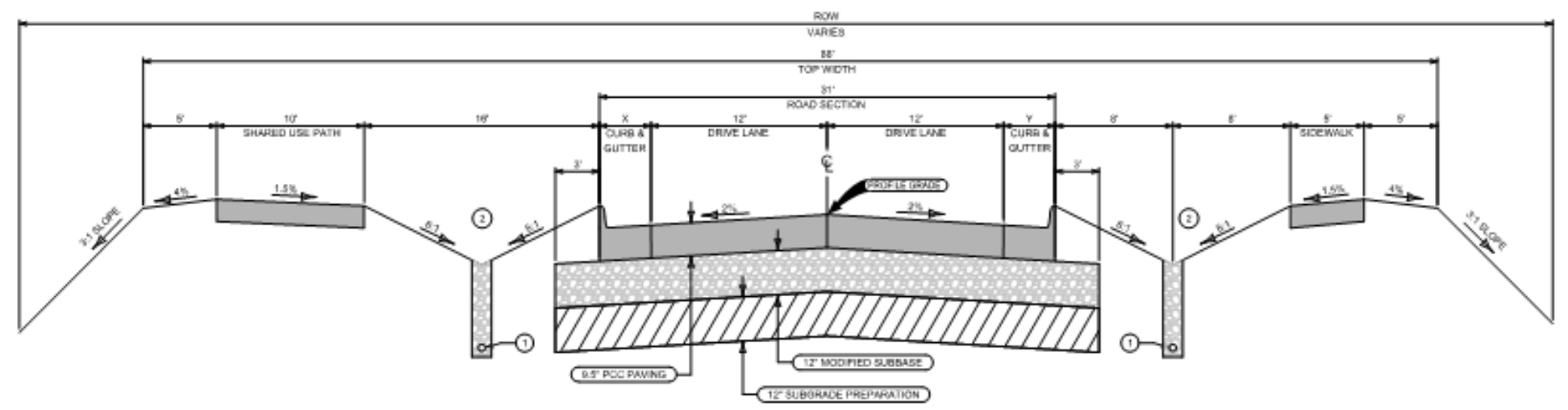


PHASE 1 -
SOUTH GRAND
AVENUE TRAIL

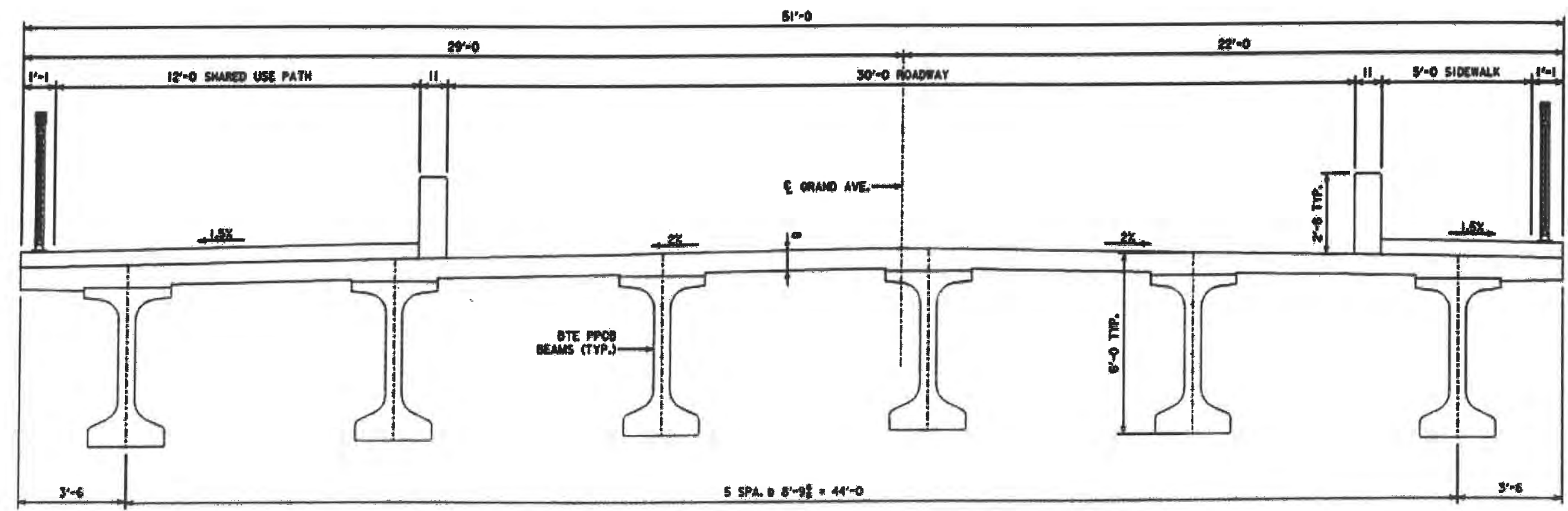
SHIVEHATTERY
ARCHITECTURE+ENGINEERING



C. CROSS SECTIONS



TYPICAL TRAIL SECTION
ADJACENT TO GRAND AVENUE

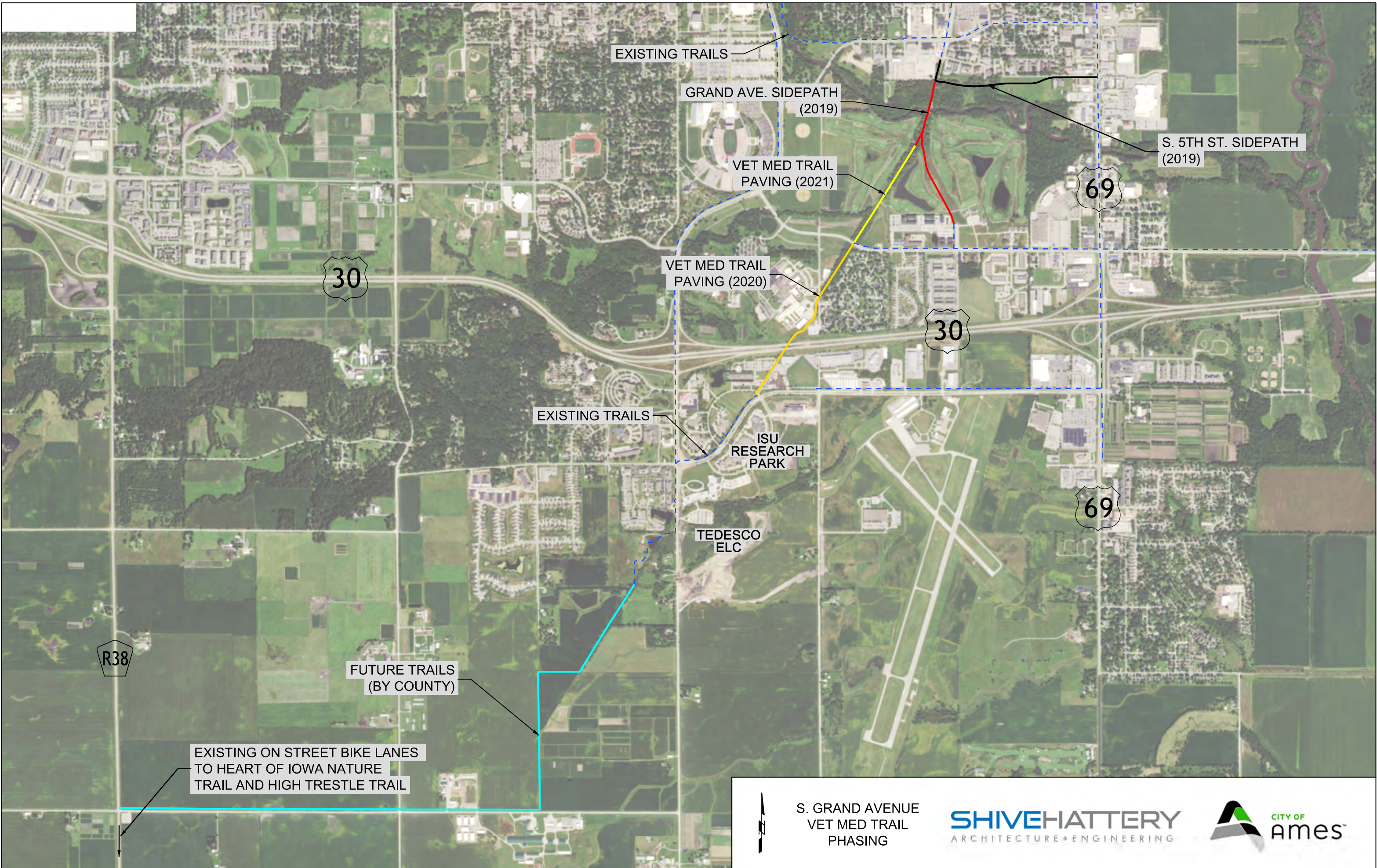


TYPICAL TRAIL SECTION ON
BRIDGE OVER SQUAW CREEK



CITY OF AMES
SOUTH GRAND AVENUE EXTENSION/
VET MED TRAIL





S. GRAND AVENUE
VET MED TRAIL
PHASING



E. ITEMIZED BREAKDOWN



PROJECT NAME: 4173810 - Ames - South Grand Avenue Trail Improvements
 Project Location: City of Ames
 Date: June 15, 2018
 Title: 3,300 LF of Sidepath along South Grand Ave, including 670 LF across bridges, and 2,970 LF of Sidepath along South 5th Street

Conceptual Construction Cost				
<i>Task</i>	<i>Units</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Extended Cost</i>
Earthwork	CY	22000	\$ 15.00	\$ 330,000.00
Subgrade Preparation	STA	51	\$ 300.00	\$ 15,300.00
PCC Sidepath	SY	5700	\$ 40.00	\$ 228,000.00
Pedestrian Accomodation on Bridge	SF	8000	\$ 100.00	\$ 800,000.00
Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 1,473,300.00
25% Undeveloped design details				\$ 368,400.00
Total Construction Cost				\$ 1,841,700.00
Construction Engineering (15%)				\$ 276,300.00
Right of Way Acquisition & Easements *				\$ -
TOTAL PROJECT COST				\$ 2,118,000.00

* We are assuming that all right of way will be acquired as part of the roadway project.

<i>SRT Request (20% of Construction Costs)</i>	<i>City Match Amount</i>	<i>Total Project Cost</i>
\$ 368,000.00	\$ 1,750,000.00	\$ 2,118,000.00

F. TIME SCHEDULE

Ames South Grand Avenue and Vet Med Trail Trail Completion Schedule

Phase 1 Design Completion	August 2018
Phase 1 Right of Way Acquisition	October 2017 – August 2018
Phase 1 Construction	January 2019 – May 2020
Phase 2 Design Completion	Fall/winter 2019
Phase 2 Construction	Summer 2020
Phase 3 Design Completion	Fall/Winter 2020
Phase 3 Construction	Summer 2021

Phase 1 Work includes the South Grand Avenue roadway and trail work from the existing end of roadway to just north of South 16th Street. South 5th Street will also be constructed from South Grand Ave to just west of South Duff Avenue. Trail work will extend the existing sidepath to the north along South Grand Avenue to the south, over Squaw Creek, and then connect to the existing sidepath along the north side of South 16th Street. It was also include a connection to the existing granular Vet Med Trail.

Phase 2 Work includes paving of the Vet Med Trail from South 16th Street to the ISU Research Park.

Phase 3 Work includes paving the Vet Med Trail between South 16th Street and the Squaw Creek bridge.

INSERT RESOLUTION HERE

H. NARRATIVE

The Long Range Transportation Plan discussed previously had many public input opportunities and the planners worked closely with the bicycle community to identify needs and projects throughout the City. This trail was included in that plan and has become a priority of the City as they listen to trail user's needs.

The sidepaths are a part of the South Grand Avenue Extension. The South Grand Ave Extension has been in the planning stages for decades. The adjacent golf course was developed with a corridor for South Grand Avenue reserved. Additionally the South Grand Avenue project has recently underwent an extensive environmental assessment that including public outreach and public hearings.

The sidepath portion of the South Grand Avenue project does not directly impact the adjacent golf course as the embankment width for the roadway is the same whether a sidewalk or sidepath is installed on the project.

ITEM # 14
DATE: 06-26-18

COUNCIL ACTION FORM

SUBJECT: GRAND AVENUE EXTENSION FUNDING AGREEMENT WITH IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP

BACKGROUND:

The City of Ames has been awarded a grant in the amount of \$100,000 through a competitive application process administered by the Iowa Department of Agriculture and Land Stewardship (IDALS). This agreement is through the Water Quality Initiative Program. This program was established in order to assess and reduce nutrients in the state's watersheds, including sub-watersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from non-point sources in a scientific, reasonable, and cost-effective manner. This grant applies to the extension of Grand Avenue from its terminus across Squaw Creek to S 16th St.

The City of Ames plans to incorporate stormwater quality BMPs to capture much of the runoff draining to and from the site, staying committed to support of, and leadership in, improving and protecting water quality. The current storm sewer system discharges directly to Squaw Creek with little to no detention and/or treatment. The proposed stormwater wetland will provide significantly more treatment and detention than required for the extension project. This wetland will greatly improve conditions from the existing condition, even with the extension project factored in.

This project will have a bid letting through the Iowa DOT and a local contribution minimum of 20 percent of eligible project costs, which is being met and exceeded through the City's G.O. Bond and MPO funding.

The Grand Avenue Extension continues to be included in the Capital Improvements Plan (CIP) with funding identified since FY 2013/14 and continuing through FY 2018/19. Funding shown in the CIP 19 includes \$7,700,000 in G.O. Bonds; \$4,300,000 in MPO/STP Funds; and \$3,450,00 in Federal/State Grant Funds. In general, construction is anticipated to commence in FY 2018/19 with hopeful completion in 2020.

ALTERNATIVES:

1. Approve the Iowa Department of Agriculture and Land Stewardship funding Agreement for the Grand Avenue Extension in the amount of \$100,000.

These funds are included in the \$3,450,000 of federal/state funding for the Grand Avenue Extension Project reflected above.

2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the IDALS must happen before moving forward with construction of this project in the 2018 construction season. Delay or rejection of this agreement could require additional funding.

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

**WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects**

CONTRACT NUMBER:	Urban18WQI-002
Project Name:	Grand Avenue Extension Urban Water Quality Project
Contract Effective Date:	April 1, 2018
Project Completion Date:	June 30, 2019
Award Amount:	\$100,000.00

COST-SHARE GRANT CONTRACT (“Contract”)

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
(IDALS)
Wallace State Office Building
502 East 9th St.
Des Moines, Iowa 50319

IDALS Contact Person: Matt Lechtenberg Phone: (515) 281-5851

AND City of Ames (“GRANTEE”)
515 Clark Avenue
Ames IA 50010

Grantee Contact Person: Tracy Warner Phone: (515) 239-5610

Grantee ID Number: (federal identification #) : _____

WHEREAS, pursuant to Iowa Code section 466B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state’s watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee’s proposed project meets the requirements established for participation in the Water Quality Initiative Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

SECTION 1. PROJECT

“*Project*” means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than June 30, 2019. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as presented in Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget.

Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. Neither the contractor, its employees, agents, or any subcontractors performing work or services for the contractor are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$100,000.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and

immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.

- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 4.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.3 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.4 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.5 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.6 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.7 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

11.8 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.9 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

Exhibit A - Application



February 7, 2018

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality
Attn. Will Myers
502 East 9th Street
Des Moines, IA 50319

Dear Mr. Myers,

We are pleased to submit the City of Ames full application for the 2018 Water Quality Initiative - Urban Conservation Projects funding opportunity through the Iowa Department of Agriculture and Land Stewardship. We believe our project illustrates our excitement for, and continued commitment to, actively engaging in watershed health and conservation. This project will continue to foster collaborative efforts through established partnerships and provide excellent educational and outreach opportunities for all residents of our watershed community.

The City of Ames would like to use this opportunity to build upon previous and ongoing efforts and show our commitment to being an urban leader in a comprehensive effort toward improved water quality. We very much appreciate the opportunity to submit on this potential funding opportunity and thank you for your consideration of our proposal.


If you have any specific questions, please feel free to contact me anytime at twarner@city.ames.ia.us or at 515-239-5160.

Respectfully,

Tracy L. Warner, P.E.
Municipal Engineer

City of Ames Urban Water Quality Improvements

Full-Application Cover Sheet**1. General Project Information**

Project Title: Grand Avenue Extension Urban Water Quality Project
 Applicant Entity: City of Ames, Iowa
 Contact Person: Tracy Warner
 Address: 515 Clark Avenue, Ames, Iowa 50010
 Phone: (515) 239-5610
 Email: twarner@city.ames.ia.us
 Authorized Representative Signature: 

Executive Summary

The City of Ames (City) long-range transportation plan includes a multi-phased Grand Avenue Extension Project. The current phase extends Grand Avenue from its current terminus across Squaw Creek to S 16th St. The project is expected to relieve traffic congestion from S Duff Avenue and provide a route across Squaw Creek during flood events. The overall project is expected to improve safety on S Duff Avenue and Lincoln Way as traffic on those sections of roadway is directed to Grand Avenue. The project is a high priority for the City and is expected to open to traffic in late 2019/early 2020. The City plans to incorporate stormwater quality BMPs to capture much of the runoff draining to and from the site, staying committed to their support of, and leadership in, improving and protecting water quality.

Name: Squaw Creek, South Skunk River
 Location: Squaw Creek extends from Boone County in the north to the City of Ames in the south, entering the South Skunk River where it intersects SE 16th St.
 Importance of the surface water: As a tributary to the South Skunk River, Squaw Creek drains approximately 147,000 acres from Boone, Hamilton, Story and Webster counties, and is represented by both urban and agricultural settings. It enters the South Skunk River at Ames, the largest urban center in the watershed. Approximately 30,000 people reside in the watershed, and engagement and interest in water conservation and quality is shared among rural and urban populations alike.
 The South Skunk River eventually joins the North Skunk River, becoming the Skunk River which flows to the Mississippi. Reaches of the South Skunk are impaired due to elevated bacteria levels. Ultimately, the impacts of activities occurring in the Squaw Creek watershed extend all the way downstream to the Gulf of Mexico. Squaw Creek has been classified as a Class A1 and B (WW-2) stream from its mouth in Story County to the confluence with Glacial Creek. Worle Creek, College Creek, and Onion Creek (from the mouth to confluence with North and South Onion Creeks) are listed as potentially impaired according to the IDNR Integrated Report.

3. Project Partners

- Story County Soil and Water Conservation District (SWCD)
- Squaw Creek Watershed Management Authority (SCWMA)
- Prairie Rivers of Iowa RC&D
- Story County Conservation

4. Budget Summary

	IDALS Request	Applicant Contributions	Partner Contributions	Total Budget
April 1, 2018 -June 30, 2018				
July 1, 2018 – June 30, 2019	\$100,000	\$522,000	\$11,140	\$633,140
Overall	\$100,000	\$522,000	\$11,140	\$633,140

Pre-Application Narrative (previously submitted pre-application with requested updates)

• Describe the primary components/practices that will be installed by this project.

This project will incorporate stormwater quality conservation practices into the City of Ames Grand Avenue Extension project. The Grand Avenue Extension Project will extend Grand Avenue from its current terminus at Squaw Creek Dr., south through Coldwater Golf Links and eventually to S 16th St. This will also entail the extension of S 5th St further west, to connect to the Grand Avenue extension.

The planned practice for which funding is being requested, is a stormwater wetland in the northeast portion of the project where S 5th Street currently terminates, that will capture approximately 100 acres of drainage area. The entire \$620,000 will be used for the stormwater wetland construction; the overall Grand Avenue Extension budget is \$12.5M. The current storm sewer system discharges directly to Squaw Creek with little to no detention and/or treatment. The proposed stormwater wetland will provide significantly more treatment and detention than required for the extension project, with almost all of the hydrology for the wetland coming from the existing system. This wetland will greatly improve conditions from the existing, even with the extension project factored in.

Another practice is an infiltration basin planned for the southwest portion of the project site that will take on runoff from approximately 7 acres of drainage area, including from the extended portion of Grand Avenue. These practices will reduce stormwater runoff and provide water quality treatment, aesthetic appeal, and created habitat. Figure 1 shows the placement of both practices within the project site.

• Describe the primary anticipated benefits from each partner and benefits to urban and rural populations in the watershed.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups. These groups will play a key role in providing education and awareness by using their existing forums, resources, media outlets, active and engaged audiences and members, as well as planned field days for presenting the project to provide education and awareness on stormwater quality as related to the proposed project. Partners for this project include the Squaw Creek Watershed Management Authority (SCWMA), Prairie Rivers of Iowa RC&D, Story County Conservation (SCC), and the Story County Soil and Water Conservation District (SWCD). Letters of Support have been provided from each partner. All partner contributions are provided in-kind.

The Squaw Creek Watershed is located within a priority watershed (South Skunk). The SCWMA completed a watershed management plan in 2014, and both urban and rural efforts in protecting and preserving water quality are ongoing. Converting planning into action and implementation is the pivotal objective of the plan. Since 2015, Prairie Rivers of Iowa RC&D and Story County SWCD have been working in cooperation to assist and administer funds provided through the WQI, to landowners and operators within the watershed for implementing conservation practices that will build soil health and protect water quality, as part of the Squaw Creek Watershed demonstration project. The proposed project provides another opportunity to convert planning into action and implementation. This project also reflects the City's commitment to being an urban leader in protecting and improving water quality, furthering the urban, and complimenting the ongoing rural, efforts in a partnership approach to addressing conservation and watershed health.

The direct water quality benefits of this project will be realized by residents of the City and other members of the community (rural and urban) who are directly active in Squaw Creek Watershed, as will downstream rural and urban populations alike, extending to the Skunk River and beyond. Squaw Creek enters the Skunk River at the City of Ames; the Skunk River Greenbelt extends from Ames to Cambridge, and provides a fantastic recreational opportunity, both in-stream and along-stream, for all who wish to enjoy it. The proposed practices will provide removal of nutrients, sediment, bacteria, oil and grease, heavy metals, and other pollutants common to urban environments through settling,

biochemical reactions, and plant uptake. In addition, the stormwater wetland will enhance aesthetic appeal as well as provide habitat.

This project will directly contribute to the goals outlined in the Squaw Creek Watershed Management Plan:

- **Goal #1** Increase people's awareness and understanding of the individual connections and efforts within the watershed
- **Goal #2** Improve water quality in the watershed.
- **Goal #3** Reduce the effects associated with altered hydrology (heavy flows, diminished base flow) within the watershed
- **Goal #4** Increase the variety of habitat for animal and plant life in the watershed
- **Goal #5** Create outstanding recreational opportunities in the watershed
- **Goal #6** Work cooperatively to identify stakeholders and resources and facilitate partnerships to implement the watershed plan

• If there will be other / future phases of this project or if the things that would be funded by this application are part of a larger scale project, describe the larger project and how this application fits in or compliments other aspects of a larger project.

This project involves the extension of Grand Avenue south to S. 16th St. The City would like to maximize the community benefits resulting from this project. This includes multiple stormwater quality conservation practices, including the stormwater wetland and an infiltration basin, capturing approximately 107 acres of drainage including from the extended portion of Grand Ave. In addition to stormwater quality features, the City is also working toward incorporating trails as well as providing air quality improvements.

• Describe how the project will be evaluated to determine if anticipated benefits are realized.

Performance-based metrics will be used to estimate runoff volume reduction and pollutant(s) removal, based on the drainage areas treated by the stormwater wetland and the infiltration basin. In addition, efforts will be made to assess the effectiveness of the education and outreach efforts in increasing public awareness.

• Describe the education/information program that will be developed as part of the project and anticipated budget.

A necessary and effective mechanism of converting planning into action is through education and awareness. Currently, Prairie Rivers of Iowa RC&D, in partnership with the City, is conducting water quality monitoring, posting biweekly results on their website to provide residents a snapshot of water quality as part of an education and outreach campaign. Based on location within the largest urban center in the watershed, as well as anticipated pedestrian and bike traffic around the practices, the project will provide great exposure of water quality practices in action to both urban and rural watershed residents, further contributing to this campaign. In addition, including these practices as part of a large-scale project in a highly visible area showcases the City's commitment to doing their part to protect and enhance water quality.

The existing working relationships between the City and project partners will enhance and streamline the education effort. The extensive networks and resources provided by project partners for education and outreach such as planned field days, website recognition, social media outlets, meetings, and actively engaged audiences and members, will be leveraged to broadly disseminate information.

The City will also utilize their own resources to provide exposure to the project paralleling and building off of previous efforts, such as the City SRF/WQI Project at City Hall. This includes, but is not limited to,

Facebook live sessions during the construction phase of the practice as well as broadcasting information on the project on the City's Public Access TV.

Finally, signage will be placed next to the stormwater wetland describing what the practice is and the resulting benefits to the community through water quality improvements. Trails and paths are planned as part of this project, providing high visibility and opportunity to draw attention to the practice.

Full-Application Narrative

- **Explain where you are at in the planning and design process for each practice.**
 - **Provide preliminary or final plans, if possible.**

Preliminary design and calculations have been completed for sizing of the stormwater wetland. Final design and review will commence spring of 2018. Conceptual plans for the stormwater wetland are complete and are attached.

- **Provide the anticipated timeline of completion for each practice (finalize design, permitting, construction bidding, etc.), if awarded funding.**

Design of the constructed wetland will be finalized by summer of 2018, with bid letting anticipated for fall of 2018. While the overall Grand Avenue Extension project will have a longer time frame, the construction of the wetland will begin either in the fall of 2018 or late spring of 2019, and will be completed by June of 2019.

- **Provide a list of anticipate/required permits needed before construction can begin (i.e. 401/404, NPDES, cultural resources, etc.). Provide status of where the project is for this permitting and anticipated timelines for permit completion.**

Iowa Department of Natural Resources (IDNR) Floodplain permitting and United States Army Corps of Engineers (USACE) section 404 permitting are underway. Right-of-way acquisition is currently on-going and expected to be complete in early 2018. The project received a "Finding of no significant impact" from the Federal Highway Administration in early 2017 after an extensive environmental review that included hazardous material, cultural resources, etc.

The application for the Iowa DNR Floodplain permit was submitted in the fall of 2017 and is currently under review. The USACE section 404 permitting is anticipated to be submitted in spring of 2018 in order to receive an individual permit by fall of 2018 prior to letting the project for construction.

The project will also have to follow the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit #2. Authorization under this permit will be obtained prior to construction beginning in the fall of 2018.

- **Provide a listing of partners, including who/what entities are contributing to the project, whether those funds are in-kind or cash, and what specific item these contributions are going towards (outreach, practice, design, etc.).**

See table below.

- **Signed letters of support are required to document these partner contributions.**

Signed letters of support from each partner are attached to this application.

Project Partner	Representative	Contribution Type	Item(s) Covered
Story County Soil and Water Conservation District (SWCD)	Jayne Smith	In-Kind	Outreach/Education
Squaw Creek Watershed Management Authority (SCWMA)	Jean Eells	In-Kind	Outreach/Education
Prairie Rivers of Iowa	Kayla Bergman	In-Kind	Outreach/Education
Story County Conservation	Mike Cox	In-Kind	Outreach/Education

Practice Description

<p>Practice #1: (provide name and description of practice)</p> <p>Stormwater Wetland:</p> <p>The stormwater wetland is planned for the north section of the project site. This location will capture runoff from approximately 100 acres. Fine grading will be used to create both shallow and deep water zones that will extend through the length of the flow through the practice, designed in accordance with the newly revised guidelines outlined in Chapter 8 of the Iowa Stormwater Management Manual. See Figure 2 for the stormwater wetland concept.</p> <p>The entire \$622,000 will be used for the stormwater wetland construction; the overall Grand Avenue Extension budget is \$12.5M. The cost-opinion for the stormwater wetland construction is attached.</p>	<p>IDALS: (IDALS contribution to practice)</p> <p>\$100,000</p> <hr/> <p>TOTAL: (Applicant and partner budget contributions to practice)</p> <p>\$633,140</p>
<p>Practice Details: (provide a general description of the location, design status, permits required, and current permit status)</p> <p>Two previous phases of the Grand Avenue Extension Project were completed in 2008 and 2011. The first phase extended Grand Avenue from Lincoln Way to Squaw Creek Drive. The second phase started at S 16th Street and extended north approximately 450 feet. The current phase will extend Grand Avenue from its current terminus at Squaw Creek Drive across Squaw Creek to its current terminus north S 16th St. The project is a high priority for the City of Ames and expected to open to traffic in late 2019 or early 2020.</p> <p>The design of the project is currently underway and the first section, which include S 5th Street, is expected to begin construction in 2018. A majority of the stormwater wetland (including what is being applied for herein) will be constructed with the second construction package set for letting through the Iowa Department of Transportation in August of 2018. Construction will begin in the fall of 2018 and continue through the end of 2019. The wetland itself will be completed in the early stages of the project as the soil required for the roadway will be taken from the excavation necessary to build the wetland. The project can accommodate the completion of the wetland portion as required by the Water Quality Initiative.</p>	

Preliminary design and calculations have been completed for sizing of the stormwater wetland. Final design and review will commence spring of 2018.

Iowa Department of Natural Resources (IDNR) Floodplain permitting and United States Army Corps of Engineers (USACE) section 404 permitting are underway. Right-of-way acquisition is currently ongoing and expected to be complete in early 2018. The project received a "Finding of no significant impact" from the Federal Highway Administration in early 2017 after an extensive environmental review.



whks
 SHIVEHATTERY
 ARCHITECTURE + ENGINEERING

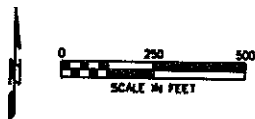


FIGURE 1
 PROJECT SITE AND PRACTICE LOCATION MAP
 SOUTH GRAND AVENUE EXTENSION
 DECEMBER 2017

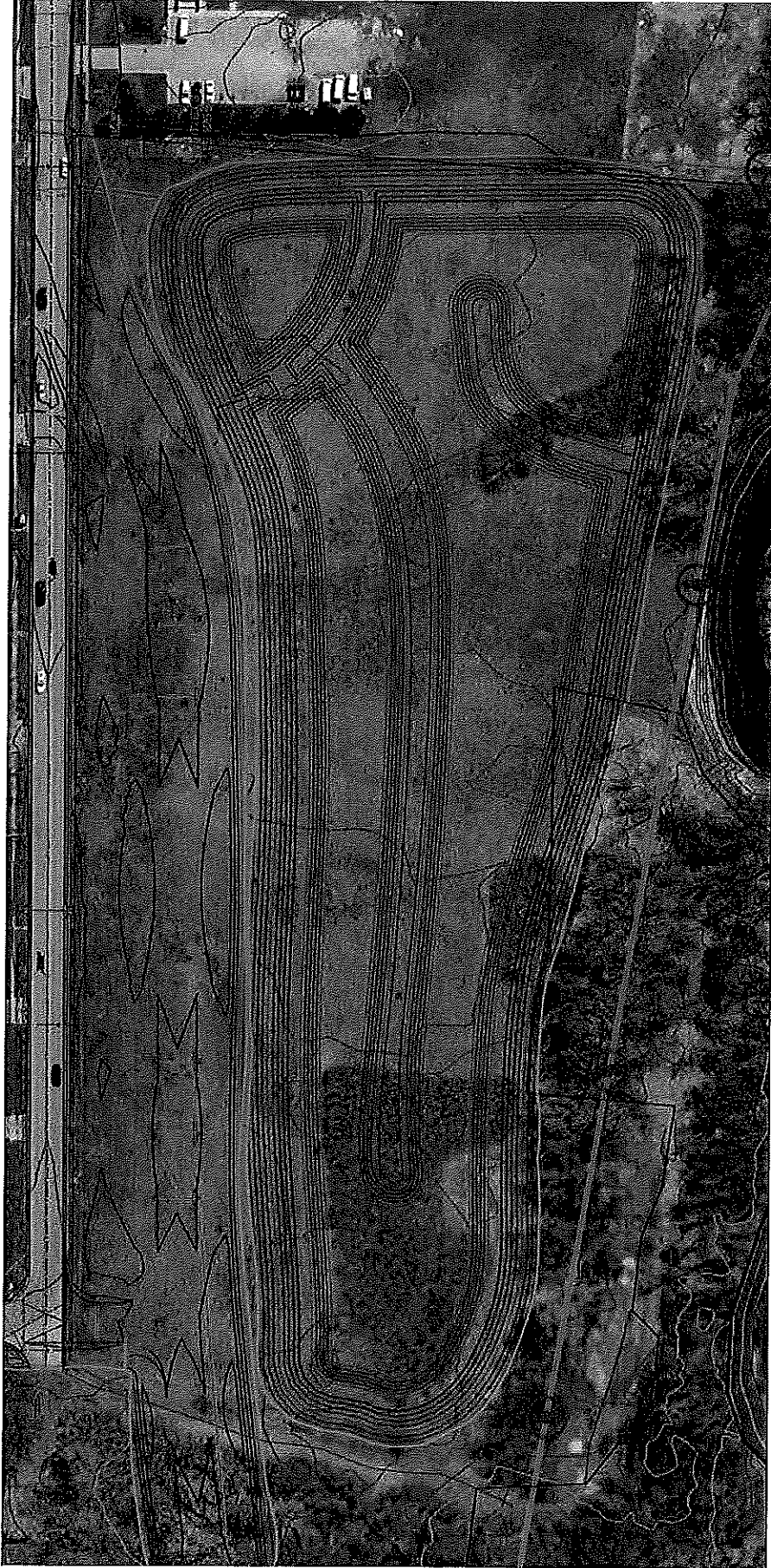
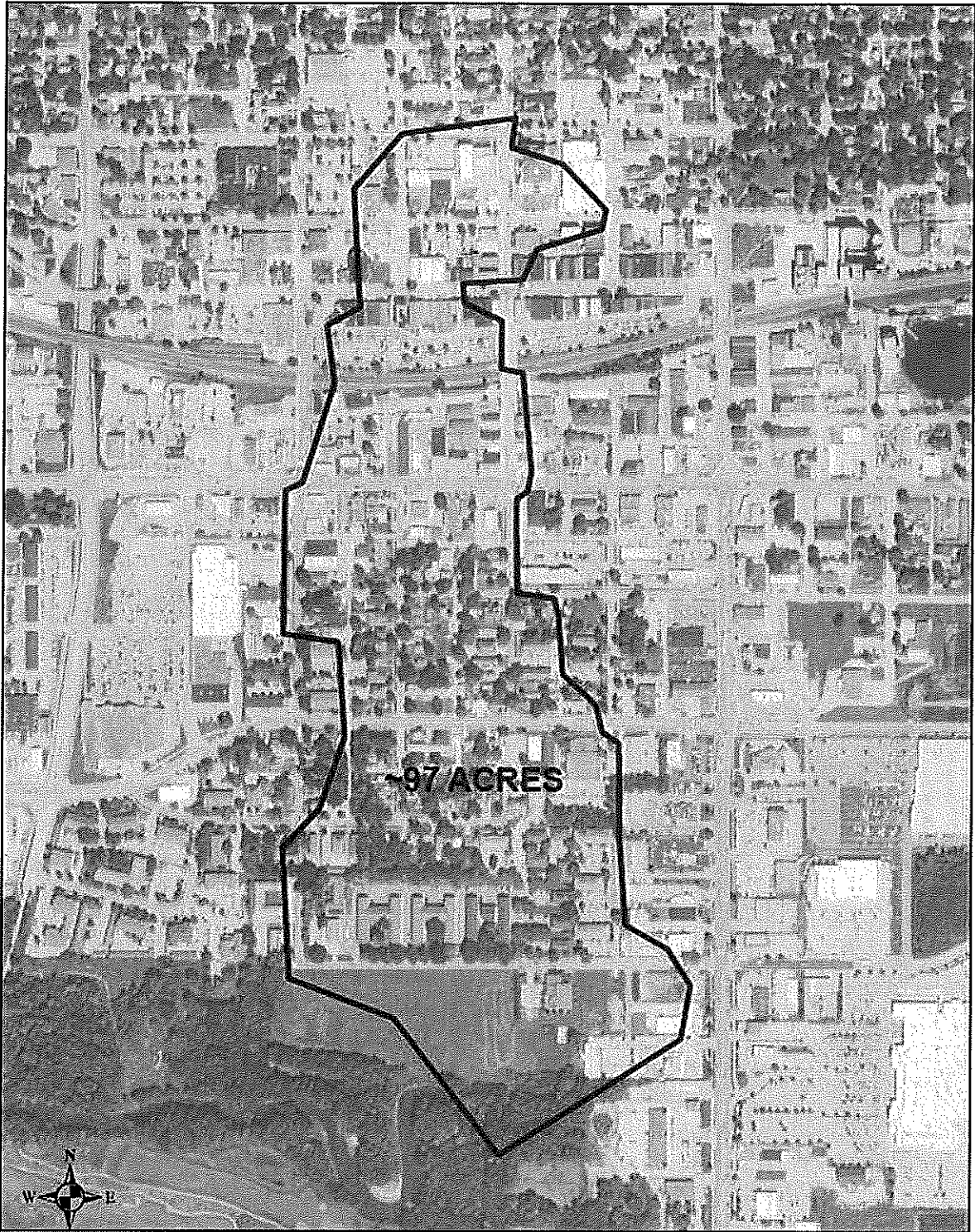


FIGURE 2
STORMWATER WETLAND CONCEPT
SOUTH GRAND AVENUE EXTENSION

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ARCHITECTURE • ENGINEERING

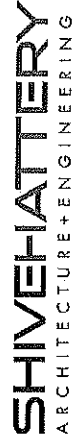
FIGURE 3
STORMWATER WETLAND DRAINAGE AREA
SOUTH GRAND AVENUE EXTENSION

OPINION OF PROBABLE CONSTRUCTION COST

CITY OF AMES, IOWA

SOUTH GRAND AVENUE EXTENSION - STORMWATER WETLAND

February 1, 2018



ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
1	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW - 50% ROAD & 50% WETLAND COST SHARE	CY	\$ 10.00	51625.0	\$ 516,250.00
2	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD - 50% ROAD & 50% WETLAND COST SHARE	CY	\$ 12.00	2572.6	\$ 30,870.00
3	2416-0100012	APRONS, CONCRETE, 12 IN. DIA.	EACH	\$ 1,300.00	1	\$ 1,300.00
4	2416-0100048	APRONS, CONCRETE, 48 IN. DIA.	EACH	\$ 2,500.00	1	\$ 2,500.00
5	2435-0140184	MANHOLE, STORM SEWER, SW-401, 84 IN.	EACH	\$ 7,000.00	1	\$ 7,000.00
6	2435-0251800	INTAKE, SW-513	EACH	\$ 6,000.00	1	\$ 6,000.00
7	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	\$ 80.00	20.0	\$ 1,600.00
8	2503-0114230	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	LF	\$ 130.00	12.0	\$ 1,560.00
9	2503-0114248	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.	LF	\$ 300.00	4.0	\$ 1,200.00
10	2503-0200342	STORM SEWER ABANDONMENT, FILL AND PLUG, GREATER THAN 36 IN. DIA.	LF	\$ 100.00	20.0	\$ 2,000.00
11	2801-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	\$ 2,800.00	6.38	\$ 17,864.00
12	2801-2636015	NATIVE GRASS SEEDING	ACRE	\$ 4,000.00	1.71	\$ 6,840.00
13	2801-2638018	WETLAND GRASS SEEDING	ACRE	\$ 4,000.00	4.67	\$ 18,680.00
14	2801-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ	\$ 12.00	745.0	\$ 8,940.00

TOTAL CONSTRUCTION COST

\$ 622,604.00

**TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.



Story Soil & Water Conservation District
510 S 11th St.
Nevada, IA 50201
Phone: 515-382-2217
www.story-swcd.org

February 2, 2018

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality
c/o Will Myers
502 East 9th Street
Des Moines, IA 50319

Dear Mr. Myers,

As the Chairperson of Story Soil & Water Conservation District (SWCD), I am writing to express our support for the City of Ames proposed project for construction of a stormwater wetland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. The City of Ames is in the Squaw Creek/South Skunk River watersheds, of which the Story SWCD is a committed partner in improving water quality. We believe the proposed City of Ames project will benefit all who reside in the Squaw Creek and South Skunk River Watersheds, and provide an excellent opportunity for education and awareness.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and the current efforts that are being led by both agricultural and urban stakeholders alike. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly working toward the goals of the Nutrient Reduction Strategy.

The Story SWCD is looking forward to partnering with the City of Ames in its efforts of improving and protecting stormwater quality. We are committed to providing in-kind services in the following manner:

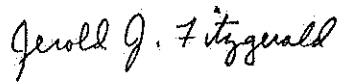
In 2018, the Story County SWCD will host along with Prairie Rivers of Iowa RC&D two field days or tours in the Squaw Creek/South Skunk watershed to view soil and water conservation practices such as adding cover crops, installing buffers, Bioreactors, waterways and terraces in and around crop fields. Additionally, we plan to bring WaterRocks! a water quality educational event for youth to Story County at the Story County Fair and sponsor WaterRocks day long events in three or four schools in Story County. We will continue to build relationships across all levels of county government to increase partnerships to protect and improve water quality and reach out to landowners in Story County via digital and mail platforms to further involvement in conservation efforts. Every year we print and distribute recognition certificates for farmers in Story County that have implemented cover to crops to increase awareness of this beneficial practice

The value of our partnership is estimated to be \$4,000, which includes staff time and materials.

THE MISSION OF THE STORY SWCD IS TO PROMOTE SOIL CONSERVATION AND WATER QUALITY TO LANDOWNERS, OPERATORS, AND RESIDENTS OF STORY COUNTY BY PROVIDING TECHNICAL INFORMATION AND FINANCIAL ASSISTANCE.

We look forward to working with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions regarding our partnership with the City of Ames, please do not hesitate to contact me at 515-290-3309, jfitzgerald@agxplore.com.

Sincerely,



Jerold Fitzgerald, Chairperson
Story Soil & Water Conservation District

JF:jcs

January 25, 2018

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality
c/o Will Myers
502 East 9th Street
Des Moines, IA 50319

Dear Mr. Myers,

I'm writing as the Chair of the Squaw Creek Watershed Management Authority to express our support for the City of Ames proposed project of a storm water wetland as part of the City of Ames Grand Avenue extension for improving water quality and decreasing storm water runoff. The City of Ames is located in the Squaw Creek watershed and our WMA has a sincere commitment to support improved water quality.

We have board members representing rural and urban interests from every town within the watershed and this project will be an important example for all board members. We will commit to having a presentation about the project at one of our board meetings so we can learn more of the details of how and why this will work to keep our waters cleaner. The City of Ames has provided leadership in the development of our WMA and we are proud of their continued commitment to responsible water management.

We will further assist in continued information dissemination as the project evolves through our normal communication channels overseen by Prairie Rivers of Iowa, our WMA partner who implements the program on behalf of our volunteer board.

As a volunteer board, it is difficult to assign a value to everyone's in-kind contributions to the cause, but we routinely have a dozen policy leaders attending our meetings and they spend a minimum of an hour and a half at each board meeting. The majority of the meeting time revolves around specific educational content and discussion of those issues so, our hour will be mostly focused on the storm water wetland construction and function so that the respective city and county leaders have a full understanding of it. I will use a federal rate for in-kind reimbursement of \$45.00 per hour to estimate \$540.

Sincerely,

Jean C. Eells, PhD. 2018 Chair, Squaw Creek Watershed Management Authority
Serving as a representative from the Hamilton Soil and Water Conservation District
2550 Stagecoach Road
Webster City, Iowa 50595



Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality
c/o Will Myers
502 East 9th Street
Des Moines, IA 50319

Dear Mr. Myers,

Prairie Rivers of Iowa is in support of the City of Ames proposed project for construction of a stormwater wetland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. The City of Ames is located in the Squaw Creek/South Skunk River watersheds, of which Prairie Rivers of Iowa is a committed partner in improving water quality. We believe the proposed City of Ames project will benefit all who reside in the Squaw Creek and South Skunk River Watersheds, and provide an excellent opportunity for education and awareness.

Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and the current efforts that are being led by both agricultural and urban stakeholders alike. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly is working toward the goals of the Nutrient Reduction Strategy.

Prairie Rivers of Iowa is looking forward to partnering with the City of Ames in its efforts of improving and protecting stormwater quality. We are committed to providing in-kind services in the following manner: education/outreach support via information dissemination, sharing information at our outreach events in the Squaw Creek Watershed, and a feature in our biannual newsletter and Prairie Rivers of Iowa's website.

The value of our partnership is estimated to be \$1,600, which includes staff time and materials.

We look forward to working with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions with regard to our partnership with the City of Ames, please do not hesitate to contact me (provide contact info).

Best wishes,

Penny L. Brown Huber

Penny L. Brown Huber
Executive Director
pbrownhuber@prrcd.org



Story County Conservation Board • McFarland Park 56461 180th St. • Ames, Iowa 50010-9451
Phone (515) 232-2516 • Fax (515) 232-6989 • E-mail: conservation@storycountyia.gov
www.storycountyconservation.org

January 29, 2018

Iowa Department of Agriculture and Land Stewardship
Division of Soil Conservation and Water Quality
c/o Will Myers
502 East 9th Street
Des Moines, IA 50319

Dear Mr. Myers,

I am writing to express Story County Conservation's support for the City of Ames' proposed project for construction of a stormwater wetland as part of the City of Ames Grand Avenue extension, for improving water quality and decreasing stormwater runoff. We believe this project will benefit all who reside in the Squaw Creek and South Skunk River watersheds and provide an excellent opportunity for education and awareness.

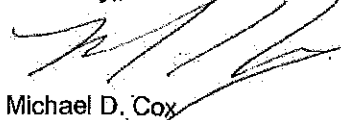
Interest in improving and protecting water resources in this watershed is evidenced by the actively engaged community and watershed groups and efforts being led by both agricultural and urban stakeholders. This project shows continued commitment by the largest urban center in the watershed to be an active participant and supporter of these efforts, with this project directly working toward the goals of the Nutrient Reduction Strategy. This project also compliments a similar project in the Tedesco Environmental Learning Corridor—a development owned by Story County Conservation and designed jointly with the City of Ames, Iowa State University, the ISU Research Park, and others.

Story County Conservation is looking forward to continuing its partnership with the City of Ames to improve and protect stormwater quality. We are committed to providing in-kind services in the following manner: social media pushes, invitation to the City of Ames to present on the subject at our senior citizen lecture series, a tour of the project in our Master River Stewards class, and "page" on our interpretive touch screen module located in the ISU Research Park Economic Development Core Facility.

The value of our partnership is estimated to be \$5,000, which includes staff time and materials.

We look forward to continuing our relationship with the City of Ames to improve stormwater quality and using this effort to help educate and inspire others to follow suit. If you have any questions with regard to our partnership with the City of Ames, please do not hesitate to contact me at 515-232-2516.

Sincerely,



Michael D. Cox
Director

Exhibit B - Budget - City of Ames, Grand Avenue Extension Urban
Water Quality Project

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$	\$	\$	
Information/Education	\$	\$	\$	
Practices (list & number)				
1. Stormwater Wetland	\$633,140	\$100,000	\$533,140	City of Ames, Story SWCD, Squaw Creek Watershed Management Authority, Prairie Rivers of Iowa, Story County Conservation Board
2.	\$	\$	\$	
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$633,140	\$100,000	\$533,140	

COUNCIL ACTION FORM

SUBJECT: EXCESS WORKERS COMPENSATION INSURANCE RENEWAL

BACKGROUND:

The City began purchasing Excess Workers' Compensation Insurance coverage brokered by Holmes Murphy on July 1, 2010, to reduce the financial risk of catastrophic self-insured workers compensation claims. This coverage limits the City's financial exposure for self-insured workers compensation claims (including police and firefighter Chapter 411 injury disability claims) to a maximum dollar amount per individual claim. Beginning with the FY 2014/15 coverage, this also includes an added layer of aggregate protection for multiple large claims exceeding a specified amount.

This coverage, which is provided by Midwest Employers Casualty Company (MWECC), will expire on June 30, 2018. MWECC provided a renewal quotation through Holmes Murphy for the same level of coverages. The cost is based on the City's estimated FY 2018/19 payroll. Together, the individual claim and aggregate layer coverages protect the City against unlimited financial exposure for both large individual claims and catastrophic events where there are multiple injuries.

QUOTATION RECAP

Council approval is requested for the FY 2018/19 renewal.

	FY 2018/19	FY 2017/18	
Plan Feature	Self-insured and insured amounts	Self-insured and insured amounts	City and Insurer responsibility explained below:
Per claim self-insured threshold	\$500,000	\$500,000	City pays 100% of each claim up to \$500,000
Aggregate Layer	\$2,000,000	\$2,000,000	MWECC pays all claims after the City has paid this amount
PREMIUM COST	\$100,693	\$97,557	The FY 2018/19 Budget is \$100,500

Excess Workers Compensation rates are typically affected by past claims experience and national trends of overall claims experience and medical cost inflation. Increased payroll is responsible for the increase in premium. The rate remained fairly equal to FY 2017/18 (\$.2478/\$100 of payroll vs. \$.2489/\$100 of payroll).

MWECC has also provided an option for the City to increase the per claim self-insured threshold from \$500,000 per claim to \$550,000 per claim or \$600,000. While this change would increase the City's potential exposure, the premium for FY 2018/19 could be reduced to \$95,236 or \$90,324 respectively. In the time the City has had a relationship with its current broker (8 years), the City has never had a single claim approach the \$500,000 mark. However, a catastrophic incident could conceivably generate one or more individual claims approaching this amount which would likely more than offset the \$5,000 to \$10,000 in premium savings.

Additionally, the City's broker received quotes from EMC Insurance and Safety National for the coverage at the current limits. The quote from EMC was a premium cost in excess of \$300,000 and the quote from Safety National was for a premium cost of \$120,000.

ALTERNATIVES:

1. Accept the quote from Holmes Murphy & Associates, for coverage with Midwest Employers Casualty Company (MWECC), with the same coverage types and limits as expiring at a renewal premium of \$100,693.
2. Select an alternative quote from EMC, Safety National, or the quote with higher limits through MWECC.
3. Reject the quote and direct staff to search for other alternatives.
4. Decline to purchase Excess Workers Compensation Insurance and self-insure 100% of all employee injury claims that are incurred.

MANAGER'S RECOMMENDED ACTION:

The City has significant financial exposure for medical and long-term disability expenses from statutory 411 police and firefighter claims, as well as from other job classifications such as power plant workers and electric distribution employees. The individual claim and aggregate layer coverages will protect the City against unlimited financial exposure for large individual claims and for events that could cause multiple injuries.

Midwest Employers Casualty Company continues to provide acceptable excess workers compensation insurance that limit catastrophic injury claims costs for the City of Ames.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the quote from Holmes Murphy & Associates, for coverage with Midwest Employers Casualty Company (MWECC), with the same coverage types and limits as expiring at a renewal premium of \$100,693.

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF ICAP MEMBERSHIP TO PROCURE CASUALTY AND LIABILITY INSURANCE COVERAGES

BACKGROUND:

The City's annual membership in the Iowa Community Assurances Pool (ICAP) expires on June 30, 2018. **The City has been a member of ICAP since July 1, 2004, and secures its casualty and liability coverages through this membership.** ICAP provides similar protection to approximately 300 cities, 70 counties, 50 fair boards, and over 250 other public entities. ICAP is a member-owned and funded group insurance pool for Iowa public entities.

The following City coverages are provided by ICAP: General (Third Party) Liability, Vehicle and Transit Bus Liability, Bookmobile Physical Damage, Public Officials Wrongful Acts, Police Professional Liability, and Employee Theft (Bond).

City staff did not seek alternatives to this program this year. Membership in the ICAP pool is a long-term commitment based on the fundamentals of rate stability, availability of coverages meeting the City's needs, and the quality of services (underwriting, loss control, and claims handling). A summary of ICAP's quote for these services showing the current and upcoming year's proposed fees is shown below:

	FY 2018/19 Quote	FY 2017/18 Current
Type of Coverage:	\$15 million limits	\$15 million limits
General Liability --at \$15 million Limit	\$212,659	\$211,642
Bond, incl. fee	5,689	5,689
Automobile	218,541	218,530
Public Officials	31,125	28,455
Law Enforcement	27,789	27,608
Bookmobile Damage	578	578
Subtotal Cost	\$614,859	\$610,070
ICAP Membership Credit*	(109,317)	(98,747)
Total Net (Invoice) Cost	\$505,543	\$511,323

*See notes below related to Credit.

The quote for coverage is a .078% increase over the quote for FY 2017/18. However, this increase is offset by a larger membership credit from ICAP for the renewal year.

The FY 2018/19 quote is a net decrease of 1.13% over the invoice amount for FY 2017/18. The membership credit varies each year and is based on the size and financial condition of the pool, including such factors as loss experience and investment income. **As in past years, this amount will be used to directly offset the July 1 renewal invoice.**

Although the ICAP Board has consistently issued a credit each year since the City has been a member, it is not anticipated in the Risk Management Budget, since the issuance of the credit is not guaranteed. The amount of the credit can vary from year to year. For example, the 2016/17 credit was \$90,240, the 2015/16 credit was \$92,715, and the 2014/15 credit was \$69,371.

The FY 2018/19 Budget includes funding in the amount of \$629,465 for liability coverage.

ALTERNATIVES:

1. Accept the quote for renewal of the City's membership in the Iowa communities Assurance Pool (ICAP), with the net cost of \$505,543 for the coverages indicated above.
2. Direct staff to seek other alternatives for casualty and liability insurance.

MANAGER'S RECOMMENDED ACTION:

The City's membership in ICAP continues to result in receiving excellent casualty and liability coverages and associated services at a competitive price.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the quote for renewal of the City's membership in the Iowa communities Assurance Pool (ICAP), with the net cost of \$505,543 for the coverages indicated above.

COUNCIL ACTION FORM

SUBJECT: PROPERTY BROKERAGE AGREEMENT RENEWAL FOR FY 2018/19

BACKGROUND:

The City contracts with Willis of Illinois, Inc., to provide property insurance brokerage services for the City's property insurance program. This contract stems from a three-year agreement with Willis initiated in 2012. After the initial three-year term, both parties agreed to extend the agreement for each of the optional one-year extensions. The cost for brokerage services throughout the City's relationship with Willis has been \$45,000 per year.

Willis has agreed to extend this agreement through June 30, 2019 at the cost of \$45,000. City staff will complete an RFQ/RFP for property brokerage service prior to the 2019/20 renewal.

Under Willis's guidance, the City's property program has been divided into a municipal property insurance program (underwritten by Chubb) and a power property program (underwritten by AEGIS). This year City staff instructed Willis to take the City's property insurance to the marketplace. This strategy generated very competitive quotes from insurance carriers. The City also seeks Willis' advice on a regular basis regarding risk mitigation efforts, insurance coverage strategies, and in completing claim documentation in the event of losses.

ALTERNATIVES:

1. Approve an extension of the property brokerage agreement with Willis of Greater Kansas, Inc. in the amount of \$45,000 for a period beginning July 1, 2018.
2. Do not approve an extension of the property brokerage agreement and seek proposals from other companies.

MANAGER'S RECOMMENDED ACTION:

The City utilizes the services of a property insurance broker to provide access to the property insurance market and to provide assistance in managing the property insurance portfolio. Without these services, a great deal of the administration of the City's property insurance program would revert to City staff. Willis has provided excellent service in brokering the City's property insurance policies.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an extension of the property brokerage agreement with Willis of Greater Kansas, Inc. in the amount of \$45,000 for a one-year period beginning July 1, 2018.

COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2018/19

BACKGROUND:

The City has contracted with the Iowa Association of Municipal Utilities (IAMU) for over 15 years to provide safety training and OSHA compliance support to City staff. IAMU provides training regarding topics of importance to all City staff and provides specialized training for the unique activities undertaken by staff in different departments.

The City's current contract with IAMU is expiring June 30, 2018. The expiring contract is for an amount not to exceed \$134,000 for the 2017/18 fiscal year. In addition to the safety training services, IAMU provides OSHA compliance support, safety program review, accident investigation support and undertakes special projects at the request of division leaders and the Risk Manager. In years past, IAMU included the cost of the Safety Data Sheet (SDS) management program subscription in their quote. However, since this amount is paid directly to the vendor, it has been removed from their quote per the instruction of City staff. The amount for the subscription is approximately \$4,000.

Last year various City departments expressed concern about the quality of training services they were receiving. Because of this, the Risk Manager has met monthly with IAMU leadership. IAMU has taken steps to improve the quality of the training they provide. For example, IAMU;

- Assigned Individual trainers to each City department to maintain consistency. Other trainers may step in when specialty topics are taught or if the assigned trainer is absent.
- Assigned a City of Ames representative who will coordinate the departmental trainers and ensure consistency and quality of training
- Had their personnel assigned to the City of Ames account attend an overview of the City's Excellence Through People values and philosophy for all IAMU trainers who will work with City employees. This enabled IAMU staff an opportunity to understand the environment staff strives to create for City employees.
- Met monthly with the City Risk Manager to review issues and discuss projects.

Though improvement has been made in the quality of the training provided, City staff has proposed that the contract amount remain steady for FY 2018/19. The FY 2018/19 contract remains split into two six month terms of \$64,800 each (for a total of

\$129,600). Should City staff not be satisfied with the continued progress, the automatic renewal can be canceled, or the entire contract can be canceled at any time during the year with 60 days notice.

ALTERNATIVES:

1. Approve an agreement for a renewal of safety services with IAMU for an amount not to exceed \$64,800 for July 1 through December 31, 2018, and a renewal in the amount of \$64,800 for January 1 through June 30, 2019. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

MANAGER'S RECOMMENDED ACTION:

City staff has experienced issues with the delivery of safety services by IAMU. However, IAMU has listened to these concerns and has implemented steps City staff finds acceptable. During this contract period, IAMU's approach to the work and overall quality will be monitored. If City staff finds IAMU's continued progress unacceptable, staff will begin the process of identifying alternative methods to provide safety training services for City employees.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an agreement for a renewal of safety services with IAMU for an amount not to exceed \$64,800 for July 1 through December 31, 2018, and a renewal in the amount of \$64,800 for January 1 through June 30, 2019. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.

**CONTRACT FOR
PROFESSIONAL SERVICES FOR SAFETY AND TRAINING
FOR CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 1st day of July, 2018, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and the Iowa Association of Municipal Utilities (IAMU) (a not-for-profit organization to support municipal utilities in Iowa, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

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

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Professional Services for safety related services for City of Ames attached hereto as Exhibit A. This contract only deals with the services provided by the IAMU's Safety Services Department and not with any other services from other departments within the IAMU association.

The City, without invalidating the Agreement, may direct changes in the project, within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

The Provider shall designate an employee to be responsible for communicating with the City's Risk Manager about City needs, special issues and to provide a quality control role among the department trainers. Provider shall assign a primary trainer for each department, and the list of those trainers shall be provided to the Risk Manager. Those primary trainers shall provide significantly all training for the assigned departments, except where necessary due to absence or lack of expertise. When it is necessary to utilize a trainer other than the assigned primary trainer for a department, Provider shall notify the affected Department contact and the Risk Manager as soon as reasonably possible. When necessary to assign an alternative trainer with advance notice the Risk Manager shall have the opportunity to approve the alternative trainer.

Provider shall make available all employees who shall provide direct training services to City employees under this Agreement to attend an overview of the City's Excellence Through People values philosophy in order to better prepare Provider's trainers to communicate and train within the City's adopted values. The City and Provider will coordinate schedules to arrange this overview for all Employees as soon as reasonably possible after the execution of this Agreement.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City.

III METHOD OF PAYMENT

- A. Payments shall be made by the City of Ames in accordance with the Scope of Work, outlined in the attached Exhibit A.
- B. Work performed in addition to the Scope of Work outlined in Exhibit A shall be invoiced at the following rates:

Instructor, consulting and process consultant: of \$94hr.

Intern consultant: \$37/hr.

Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$64,800.00 for the first term of July 1, 2018 through December 31, 2018 and no greater amount shall be paid without written amendment. The maximum amount payable by the City of Ames if the Agreement is automatically renewed for an additional six months (January 1, 2019 through June 30, 2019) is \$64,800.00.

- C. Payment will be made monthly upon completion of the work and acceptance by the City of Ames. Provider shall submit a monthly invoice upon completion of the work. The invoice shall include a narrative of the work performed during the previous month and the planned work for the upcoming month. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames
Finance Dept. – Accounts Payable
PO Box 811
Ames, IA 50010

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, invoices, contracts, vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager, who is the sole Owner's Representative.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

G. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to the effective date of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**X
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI
AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII
DURATION**

This Agreement shall be in full force and effect from and after from July 1, 2018, through December 31, 2018, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2019 through June 30, 2019 unless the City provides written notice to Provider of its intention to terminate the Agreement 60 days prior to the end of the original term.

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

CITY OF AMES, IOWA

Iowa Association of Municipal Utilities

By: _____
John Haila, Mayor

By: _____
Troy DeJoode, Executive Director

Attest by: _____
Diane R. Voss, City Clerk

Doc: U/ 2008-219 FY 2018/2019 IAMU

COUNCIL ACTION FORM

SUBJECT: **REQUESTS FOR MIDNIGHT MADNESS**

BACKGROUND:

The annual Midnight Madness races will be held in the downtown area on Saturday, July 14. The event includes 5k, 10k, and kid runs, followed by a beer garden and activities near City Hall. An estimated 1,500 people will enter all races and approximately 1,000 spectators will be at the event. Organizers are requesting the following street and parking lot closures on Saturday, July 14 and Sunday, July 15, 2018:

On July 14 from 6:00 p.m. to 11:00 p.m. for the Midnight Madness races:

- Fifth Street, from Pearle Avenue to Douglas Avenue
- Douglas Avenue, from Fifth Street to Tenth Street
- Tenth Street, from Douglas Avenue to Clark Avenue
- Clark Avenue, from Tenth Street to Main Street
- Main Street, from Burnett Avenue to Northwestern Avenue
- Northwestern Avenue, from Main Street to Ninth Street
- Ninth Street, from Northwestern to Brookridge Avenue
- Ridgewood Avenue, from Brookridge Avenue to Sixth Street,
- Sixth Street, from Ridgewood Avenue to Northwestern Avenue

The following streets will be within the closed area, but are not part of the race route:

- Burnett and Kellogg Avenues, from Fifth Street to Tenth Street
- Sixth, Seventh, Eighth, and Ninth Streets, from Clark Avenue to Douglas Avenue
- Park Way

From 6:00 p.m. on July 14 to 1:00 a.m. on July 15 for post-race activities:

- Clark Avenue from Fifth Street to Sixth Street
- East City Hall Parking Lot (Lot N)

Parking spaces will need to be closed from 6:00 p.m. until 11:00 p.m. on July 14. Because the activities occur after 6:00 p.m., no loss of Parking Fund revenue will occur.

Midnight Madness is also requesting:

- A 5-day Class B Beer and an Outdoor Service Area for Parking Lot N. Alcohol will be served in a fenced-in area from 8:00 p.m. to midnight, starting on July 14

- Permission to tap up to 7 kegs at one time with a maximum of 15 kegs used for the event
- A waiver of fees for electricity used in Lot N and in the Main Street Cultural District and waiver of cost for an electrical distribution box rental (approximately \$35 loss to the Electric Fund)
- A blanket Vending License and blanket Temporary Obstruction Permit
- Waiver of the fee for the Vending License (\$50 loss to the City Clerk's Office)

Public Works Traffic Division will provide barricades and traffic cones to facilitate this event. **This proposed route involves the crossing of the Union Pacific Railroad north-south single-track rail line at Ninth Street. Midnight Madness organizers will confer with UPRR in the days prior to race day to ensure the race schedule will not conflict with train traffic, and adjustments will be made to avoid train traffic if necessary.**

Midnight Madness organizers have also obtained a Noise Permit for this event. Event organizers will clean up the event on Sunday morning, with cleanup being completed by 1:00 p.m.

ALTERNATIVES:

1. Approve the requests for Midnight Madness on July 14-15, 2018, as outlined above, including a waiver of applicable fees.
2. Approve the requests as indicated above, but require reimbursement for the cost of electricity and the vending license.
3. Deny the requests for Midnight Madness and direct staff to work with organizers to find an alternate location for the event.

MANAGER'S RECOMMENDED ACTION:

Midnight Madness has been held since 1979 and is a popular event that draws many competitors and spectators from a wide area to the Main Street Cultural District. There have been no significant problems in the past with the arrangements requested above.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the requests for Midnight Madness on July 14-15, 2018, as outlined above, including a waiver of applicable fees.

June 6,2018

Mayor John Haila and City Council Members
c/o City Clerk
515 Clark
Ames, IA 50010

Dear Mayor Haila and Council Members:

MIDNIGHT MADNESS has been around for 46 years. Many of the participants are from our City of Ames and, as such, have helped create a lot of excitement surrounding the Race. All parties involved were excited about how well the event went. We would like to have the Race downtown again this year. This year's race is **July 14, 2018**.

The following is a list of requests that we have of the City of Ames:

- Permission to allow parking behind Main Street and the west lot of City Hall.
- Use of cones.
- Use of the east lot of City Hall and that part of Clark Street in front of City Hall for our Post-race Party. We would use fencing for the beer area so that we can monitor ages (a separate request has been provided). We would provide Ky-bos, dumpsters, and trash cans to help maintain the integrity of the party. We will have live music. We would stay off the grass in front of City Hall. We would have the area totally cleaned up by 1 p.m. on Sunday.
- We request NO PARKING ALLOWED on Main Street from 6-11 p.m. (except from Kellogg to Duff) and on 5th Street from the City Hall to Douglas for the same time period.
- We would like to hood all parking meters for NO PARKING on Main Street.
- We would like certain roads and parts of roads closed from 6-11 p.m. We would allow traffic to cross the course and drive along the course if there are no runners on the course. **A list of these roads is attached.**
- We would like barricades laid out at certain intersections so that we can better control traffic. **A list of those intersections is attached.**
- **We would like to use the City water department and their equipment and their volunteers to serve as a water stop.**

We with MIDNIGHT MADNESS wish to thank the City for their help in the past and with their help so far this year. We believe in doing the best we can to make this an experience that is positive for the runners and the City of Ames. It is with this in mind that we make this request.

Sincerely,

Roman F. Lynch, Director
MIDNIGHT MADNESS

2 Attachments

June 6, 2018

Mayor John Haila and City Council Members
c/o City Clerk
515 Clark
Ames, IA 50010

Dear John Haila and Council Members:

MIDNIGHT MADNESS has been around for 46 years. We feel that the race provides a vehicle for all levels of fitness. The race also creates a significant economic impact on Ames. This year's race is **July 14, 2018**.

In view of our long tradition as a contributor to the quality of life in Ames, we request a few things from the Ames City Council:

- Allow us to use up to 15 kegs of beer at our Post-Race Party
- Allow us to tap up to 7 kegs at one time
- Use of electrical outlets and distribution box AND waiver of the fees for both.
- Blanket Vending license for Lot N and a waiver of the fee for the license.
- Allow the water department to provide a water station on the course and use their water unit.
- Allow us to use water outlet on the North East side of City Hall to provide water to the runners.

The approximate number of people that enter all the races is 1,500. There are approximately 1,000 spectators. There are about 2,000 that will attend the Post-race Party, of which 900 will drink beer and 1,100 will drink soda or orange drink. Large quantities of food will be available (spaghetti, fruit, yogurt, etc.)

The average age of all runners is 35 years. Runners are generally a pretty docile group. As you know, we do a super job of cleaning up the area afterwards. **We request that we can have until 1:00 pm Sunday afternoon to have Main Street clean, 'no parking' signs removed and trash in a container and the Party area cleared.**

We have taken some precautions to see that no minors are served and that no one person consumes too much beer. The precautions that we will take at the MIDNIGHT MADNESS Post-Race Party are:

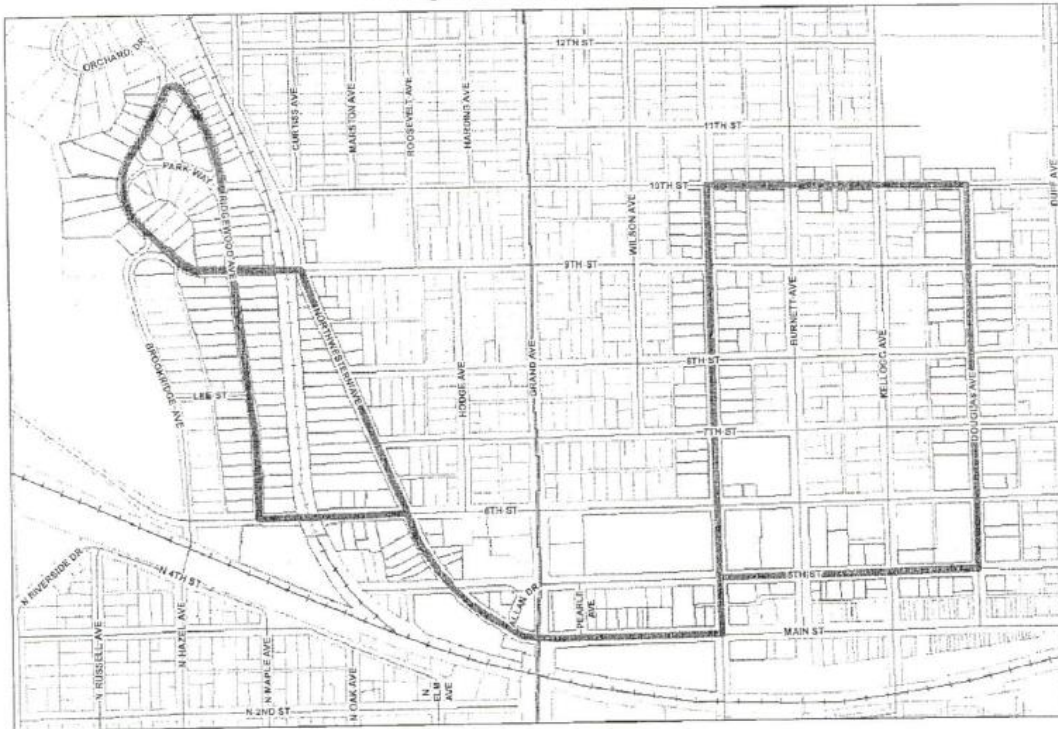
- All kegs will be stored and served out of a beer truck.
- A double fence will surround the beer truck and act as a barrier.
- There will be one entry and exit to the beer area.
- There will be 15 people to serve beer and check ages.
- Through a tag system, we can visibly tell ages easily.
- All guests wishing beer will be checked for age and tagged.
- We will provide an adequate supply of toilets at the site.
- We will have alternate drinks—soda and orange drink.
- We will do all we can to maintain control of the party and comply with City and State laws.

Thank you for your consideration.

Sincerely,

Roman F. Lynch, Director
MIDNIGHT MADNESS
515-231-9995

Midnight Madness 2016 Route





CITY OF

Ames SPECIAL EVENT APPLICATION

SUMMARY OF EVENT

DESCRIPTION

Event Name Midnight Madness Road Races 2018

Description

5K & 10K Footrace on Ames' streets run at 7:30 pm and 8:30 pm. (Attached is a map)
Registration in City Hall gym which begins at 2pm
There is a kid's Run at 7pm followed by adult races.
There is a post race party with pasta and Beer tent and a band.

Event Category

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

Anticipated Attendance

Total 1500 Per Day 1

DATE/TIME

Setup	Date <u>July 13, '18</u>	Time <u>6:00 pm</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>July 14</u>	Time <u>7:00 pm</u>	Day of Week <u>Saturday</u>
Event Ends	Date <u>July 14</u>	Time <u>12:00 pm</u>	Day of Week <u>Saturday</u>
Teardown Complete	Date <u>July 15</u>	Time <u>2:00 pm</u>	Day of Week <u>Sunday</u>

Rain Date, if applicable N/A

Rain Location, if applicable _____

LOCATION

Region

(Select one or more)

- Main Street Cultural District (Downtown)
- Campustown District
- Iowa State University Property
- City Parks
- Other (please explain)

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

Downtown - Main Street Cultural District: (515) 233-3472 events@amesdowntown.org
 Campustown - Campustown Action Association: (515) 450-8771 director@amescampustown.com
 Iowa State University - Events Authorization Committee: (515) 294-1437 eventauthorization@iastate.edu

CONTACTS

Host Organization

Midnight Madness Road Races

Local Contact (Required)

Name

Roman Lynch

Address

3720 Jewel dr. Ames

Telephone

515-231-9995

Cell Phone

SAME

Email

RomanLynch@mchsi.com

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

Yes No

Is this an annual event? How many years have you been holding this event? 47

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

Iowa GAMES hosts Registration

Applicant License Application ()

Name of Applicant: <u>Midnight Madness,Inc</u>		
Name of Business (DBA): <u>Midnight Madness Road Races</u>		
Address of Premises: <u>515 Clark Ave</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 232-6131</u>		
Mailing <u>3720 Jewel Dr</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Roman Lynch</u>		
Phone: <u>(515) 231-9995</u>	Email <u>romanlynch@mchsi.com</u>	

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

Term:5 days

Effective Date: 07/14/2018

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Status of Business

BusinessType: <u>Privately Held Corporation</u>		
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>	

Ownership

Roman Lynch

First Name: Roman

Last Name: Lynch

City: Ames

State: Iowa

Zip: 50010

Position: Director

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

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

COUNCIL ACTION FORM

SUBJECT: **REQUESTS FOR AMES PRIDEFEST**

BACKGROUND:

Ames Pride, a newly formed non-profit organization dedicated to building community for LGBTQA+ people in the City of Ames, is proposing to host its second annual Ames Pridefest from 11:00 a.m. to 7:00 p.m. on September 29. The pride festival event is an all-ages and family-friendly event featuring various vendors, entertainment, and food trucks. An estimated 500 people are anticipated to attend. This year the event is planned to be on Douglas Avenue. Last year, this event was held in Bandshell Park.

To facilitate this event, Ames Pride has requested the following for Saturday, September 29:

- Closure of the 400 and 500 Blocks of Douglas Avenue from 7:00 a.m. to 10:00 p.m.
- A blanket Temporary Obstruction Permit
- A blanket Vending License and waiver of the fee (\$50 loss to the City Clerk's Office)
- Closure of 30 metered parking spaces in the 400 and 500 Block of Douglas and a waiver of fees (a loss of \$202.50 to the Parking Fund)

The Main Street Cultural District has submitted a letter in support of the event. The organizers have notified affected businesses and residents about the event by canvassing the area and will place signs in the affected area prior to the event. Organizers will also obtain a noise permit from the Police Department for this event.

ALTERNATIVES:

1. Approve the requests for Ames Pridefest on Saturday, September 29, as outlined above, including the waiver of fees for vending and parking.
2. Approve the requests as indicated above, but require reimbursement for vending license and parking meter fees.
3. Do not approve the requests.

MANAGER’S RECOMMENDED ACTION:

Ames Pridefest encourages the community to come together to support LGBTQA+ people and families. This event also furthers the City Council’s goal of promoting a sense of one community by adding diversity to the downtown business district. The organization held a successful event in Bandshell Park last fall.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests for Ames Pridefest on Saturday, September 29, as outlined above, including the waiver of fees for vending and parking.



1501 Illinois Avenue
Ames, IA 50014
f t i @prideames
www.amespride.org
chair@amespride.org

TO: Mayor Haila & Ames City Council

FROM: Ames Pride & Ames Pridefest Planning Committee

DATE: June 18, 2018

SUBJECT: Ames Pridefest Street Closures and Fee Waiver Request

Mayor Haila and Ames City Council Members:

It is with great pleasure that we announce September 29, 2018 as the date for the 2nd annual Ames Pridefest. Ames Pride, a non-profit organization, was established in 2017 and gained recognition as having 501(c)3 status by the IRS earlier this year. The purpose of Ames Pride is to build community, provide educational opportunities, and advocate for equity in our community and specifically for LGBTQIA+ people. Ames Pridefest is our signature event and serves to highlight visibility and community for LGBTQIA+ people and allies in Ames and our local area.

Last year, our inaugural Pridefest was attended by 400+ people in Bandshell Park. By all accounts, it was a success (despite significant rain and thunderstorms) and we look forward to year two. This year, we are asking for approval from City Council to close off Douglas Avenue from Main Street to 6th street, including the 5th and Douglas Avenue intersection. The Main & Douglas and the 6th & Douglas intersections would remain open. By moving to the street, we hope to expand space for vendors and more effectively utilize the Ames Public Library meeting spaces for educational events. A street festival also allows for better accessibility with a hard, paved surface (a suggestion we had received from the community after last year's festival). It will also, hopefully, limit drainage issues in case of rain. Public access to businesses, including the Ames Public Library, would continue to be unobstructed as normal via public sidewalks. Our festival will not be fenced off, except for the street closures, and the event will be free for the public.

Our organization would also request that the City Council approve a waiver of associated fees for the closure of metered parking spaces and the blanket Vending License. Our organization would like to put as much of our sponsorship monies to entertainment and education as possible.

We are excited about the prospects for this year's festival! We hope to see many of you at our event and look forward to seeing how our organization can partner with the City of Ames in the future.

In Pride,

Joel Hochstein
Chair, Board of Directors

Mara Spooner
2019 Pridefest Co-Chair

Dex Nash
2019 Pridefest Co-Chair



May 30, 2018

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

Dear Mayor John Haila and City Council,

The Ames Main Street Cultural District supports the closure of the 400 and 500 blocks of Douglas Street for the second annual Pridefest celebration on Saturday, September 29. This event adds diversity to the downtown district, will enhance the community, and bring many new people to the district.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Abrams".

Eric Abrams
2018 MSCD Board President

304 Main Street, Ames, IA 50010 515.233.3472 AmesDowntown.org



SUMMARY OF EVENT

DESCRIPTION

Event Name Ames Pridefest 2018

Description

2nd Annual Ames Pridefest will include vendors (businesses, non-profit organizations, educational organizations, etc) a stage for entertainment (bands, speakers, spoken word, drag), food trucks, and could potentially use some indoor meeting space at the Ames Public Library (not approved - no ask currently made) for educational sessions.

Last year, this event was held in Mid-October 2017 at Bandshell Park.

The planning committee is currently being formed - the event is mainly organized by Ames Pride, a newly formed non-profit organization dedicated to building community for LGBTQA+ people in the City of Ames.

Event Category

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

Anticipated Attendance

Total 500 Per Day _____

DATE/TIME

Setup	Date <u>9/29/2018</u>	Time <u>7AM</u>	Day of Week <u>Saturday</u>
Event Starts	Date <u>9/29/2018</u>	Time <u>11AM</u>	Day of Week <u>Saturday</u>
Event Ends	Date <u>9/29/2018</u>	Time <u>7PM</u>	Day of Week <u>Saturday</u>
Teardown Complete	Date <u>9/29/2018</u>	Time <u>10PM</u>	Day of Week <u>Saturday</u>

Rain Date, if applicable _____

Rain Location, if applicable _____

LOCATION

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

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

-
Downtown - Main Street Cultural District: (515) 233-3472 events@amesdowntown.org
Campustown - Campustown Action Association: (515) 450-8771 director@amescampustown.com
Iowa State University - Events Authorization Committee: (515) 294-1437 eventauthorization@iastate.edu

CONTACTS

Host Organization Ames Pride

Local Contact (Required)	Name	<u>Joel Hochstein</u>
	Address	<u>1501 Illinois Ave</u>
	Telephone	_____
	Cell Phone	<u>402-640-1036</u>
	Email	<u>hochsteinjw@gmail.com</u>

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

On year - 2017 @ Bandshell Park

COUNCIL ACTION FORM

SUBJECT: PURCHASE OF ELECTRIC UTILITY POLES

BACKGROUND:

This proposed action is for the purchase of electric distribution utility poles needed to meet the anticipated needs of the Electric Services Department for new construction and maintenance. These poles will be purchased from an Electric Department inventory asset account and charged to the appropriate operations accounts as the poles are put into use. Generally, over a million dollars in assets are available in the Electric inventory at any given time for use in new service and maintenance activities.

This contract is to provide electric utility poles for the period from July 1, 2018 through June 30, 2019. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Under the proposed contract, poles would be purchased at the City's discretion which may be quarterly or on an as-needed basis. This provides the City with flexible inventory management and helps to reduce the need for storage space. Bid prices are exclusive of sales taxes, which are applicable to the purchase of this equipment and are paid directly by the Utility. **Council should note that no contract amount is being authorized at this time, since payments will be made as these poles are purchased.**

On May 18, 2018, an Invitation To Bid (ITB) document was issued to 22 firms. The ITB was advertised on the Current Bid Opportunities section of the Purchasing webpage.

On June 8, 2018, five bids were received. Council should note that the evaluation amount is based on unit prices and average quantities purchased in the previous three years. The recommended award is based on the estimated total evaluated cost over the course of the five year contract.

Staff reviewed the bids and determined that the bid submitted from Kriz Davis was non-responsive because it did not provide a proposed not-to-exceed percentage escalator for renewal periods with the bid. Since this is a renewable contract, the percentages are a mandatory requirement because they provide a cap on any cost increases for each renewal year.

As a result, four bids remained for consideration for distribution poles. Staff then used average quantities of poles ordered in the past to evaluate the different bidders. **Staff concluded that the apparent low bid based on estimated quantities was submitted by Baldwin Pole & Piling, Inc., Des Moines, IA, for the distribution poles.**

ALTERNATIVES:

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

Poles will be purchased as requested. Payments will be based on unit prices bid and actual quantities ordered, plus applicable sales taxes.

2. Award a contract to one of the other bidders.
3. Reject all bids and attempt to purchase electric utility poles on an as needed basis at unpredictable prices.

MANAGER'S RECOMMENDED ACTION:

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

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



RFQ 2018-190 ELECTRIC UTILITY POLES BID SUMMARY

BIDDER:		Baldwin Pole & Piling, Inc. Des Moines, IA	McFarland Cascade Tacoma, WA	Bell Lumber & Pole Co. New Brighton, MN	Brown Corp., Oakland Township, MI	Kris Davis, Ames, IA						
DISTRIBUTION POLES												
ITEM #	DESCRIPTION	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	POLE, WOOD, 30 FT CLASS 5	20	\$155.00	\$3,100.00	\$149.00	\$2,980.00	\$ 171.00	\$ 3,420.00	\$191.00	\$3,820.00	ESCALATOR NOT PROVIDED - NON- RESPONSIVE	
2	POLE, WOOD, 35 FT CLASS 5	6	\$197.00	\$1,182.00	\$189.00	\$1,134.00	\$ 193.00	\$ 1,158.00	\$246.00	\$1,476.00		
3	POLE, WOOD, 40 FT CLASS 1	3	\$434.00	\$1,302.00	\$434.00	\$1,302.00	\$ 425.00	\$ 1,275.00	\$563.00	\$1,689.00		
4	POLE, WOOD, 40 FT CLASS 3	9	\$336.00	\$3,024.00	\$315.00	\$2,835.00	\$ 338.00	\$ 3,042.00	\$423.00	\$3,807.00		
5	POLE, WOOD, 45 FT CLASS 1	6	\$533.00	\$3,198.00	\$527.00	\$3,162.00	\$ 529.00	\$ 3,174.00	\$691.00	\$4,146.00		
6	POLE, WOOD, 45 FT, CLASS 3	7	\$400.00	\$2,800.00	\$382.00	\$2,674.00	\$ 386.00	\$ 2,702.00	\$510.00	\$3,570.00		
7	POLE, WOOD, 50 FT CLASS 1	4	\$644.00	\$2,576.00	\$644.00	\$2,576.00	\$ 591.00	\$ 2,364.00	\$805.00	\$3,220.00		
8	POLE, WOOD, 50 FT CLASS 3	3	\$466.00	\$1,398.00	\$466.00	\$1,398.00	\$ 462.00	\$ 1,386.00	\$595.00	\$1,785.00		
9	POLE, WOOD, 55 FT CLASS 1	2	\$751.00	\$1,502.00	\$755.00	\$1,510.00	\$ 719.00	\$ 1,438.00	\$937.00	\$1,874.00		
10	POLE, WOOD, 55 FT CLASS 2	1	\$652.00	\$652.00	\$639.00	\$639.00	\$ 597.00	\$ 597.00	\$820.00	\$820.00		
11	POLE, WOOD, 55 FT CLASS 3	1	\$544.00	\$544.00	\$543.00	\$543.00	\$ 536.00	\$ 536.00	\$701.00	\$701.00		
Sales and/or Use tax on above materials (7%)				\$1,489.46		\$1,452.71		\$1,476.44		\$1,883.56		\$0.00
Subtotal:			\$22,767.46		\$22,205.71		\$22,568.44		\$28,791.56		\$0.00	
1% Local Consideration												\$0.00
TOTAL:			\$22,767.46		\$22,205.71		\$22,568.44		\$28,791.56		\$0.00	
Lead Time from PO Receipt Date:			7-14 days ARO		14-21 DAYS		21 DAYS		10-14 DAYS			
Not-to-exceed percentage escalator			3%		5%		10%		3%			
NOTES:					\$41.43 additional freight per pole for less than Truckload (Listed on item #1 only)		Additonal freight if not full truckloads, cost not indicated		Partial shipments of 15 poles per shipment are allowed, but there will be an additional charge of \$110 per pole. Pricing is based on shipment in full truckload quantities.			
YEAR 2			\$23,450.48		\$23,316.00		\$24,825.28		\$29,655.31			
YEAR 3			\$24,154.00		\$24,481.80		\$27,307.81		\$30,544.97			
YEAR 4			\$24,878.62		\$25,705.89		\$30,038.59		\$31,461.31			
YEAR 5			\$25,624.98		\$26,991.18		\$33,042.45		\$32,405.15			
TOTAL			\$120,875.54		\$122,700.57		\$137,782.58		\$152,858.30			

COUNCIL ACTION FORM

SUBJECT: **POWER PLANT SCADA SYSTEM UPGRADE**

BACKGROUND:

The City of Ames Electric Services uses a Supervisory Control and Data Acquisition (SCADA) System to monitor status and control power flows, electric generation, interconnections to neighboring utilities, distribution, and transmission. Data from the SCADA is used as the basis for billing energy transactions.

The existing SCADA system was installed in 2000 with hardware updates in 2008 and 2013. The SCADA system was supplied and is supported by Open Systems International, Inc. (OSI) from Medina MN.

It has been common practice to update the SCADA system hardware every 5 years to maintain reliability and maintainability. The proposed upgrades will apply to all hardware in the current system including 11 servers, 6 work stations, 2 mobile work stations, 1 Open Transaction Management System License, all third party software to support SCADA, a new GPS clock, firewalls and modems, Factory Acceptance Testing, and training, . The new hardware will also help staff keep current in a world subject to North American Electric Reliability Corporation (NERC) operating requirements.

The City initially requested bids from 3 companies with expertise to perform the work. The three companies were General Electric, Siemens Corporation, and Open Systems International, Inc. Both Siemens and Open Systems International responded with proposals. The two final proposals are as follows:

Open Systems International, Inc, Medina, MN	\$282,106
Siemens Corporation, Washington, D.C.	\$578,400

Upgrading our existing SCADA with OSI is the most practical and cost-effective way to meet the new system requirements while gaining more functionality and security. This requires a single-source purchasing arrangement with the current SCADA software supplier.

Staff recommends awarding a contract to Open Systems International, Inc., of Medina, MN in the amount of \$282,106. Since Open Systems International, Inc. is not licensed to collect sales taxes for the State of Iowa, the City would pay applicable Iowa sales taxes directly to the state.

It was anticipated the hardware upgrade would span between both fiscal years.

Since it was anticipated the hardware upgrade would span two fiscal years, the FY 2017/18 FY 2019/18 budgets include \$175,000 in each year for hardware upgrades.

ALTERNATIVES:

1. Award a contract to Open Systems International, Inc., Medina, MN, for the Power Plant SCADA Hardware Upgrade in the amount of \$282,106. The City will pay applicable sales taxes directly to the State of Iowa.
2. Award the contract to the other bidder.
3. The City Council can postpone the SCADA hardware upgrade, but will run the risk of replacement hardware components not being available or even the current hardware failing. This adds to the risk of non-compliance with MISO operating requirements.

MANAGER'S RECOMMENDED ACTION:

The Electric Utility is required by regulatory authorities to maintain a functional SCADA system. In addition, it is in the City's best interest to update the SCADA system in a timely and cost-effective manner. **The most effective way to complete this SCADA system upgrade is to enter into an agreement with our existing SCADA software supplier to complete the current hardware upgrade.**

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: June 26, 2018

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 23 through 25. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/ds

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF ELECTRIC SERVICES UNDERGROUND TRENCHING CONTRACT

BACKGROUND:

This contract consists of a contractor furnishing all equipment, tools, labor, and materials not supplied by Electric Services for excavating, trenching, directional boring, and backfilling for installation of conduits, ground sleeves, box pads, vaults, handholes, and other appurtenances. This consists of emergency service, as well as regularly planned repairs and services.

On February 24, 2015, City Council awarded the **primary contract** to Ames Trenching & Excavating, Ames, IA, in an amount not-to-exceed \$112,500, and the **secondary contract** to Communication Technologies, LLC, Des Moines, IA, in an amount not-to-exceed \$37,500. Both contracts were initially for the Underground Trenching Contract to be furnished as requested from award date through June 30, 2015. Council may recall that the initial contract period was shortened to enable future renewals to coincide with the City's fiscal year.

It is worth noting that Communication Technologies, Des Moines, IA, was acquired by Communication Data Link, LLC, Grimes, IA. For FY 2017/18 Communication Data Link, LLC, contacted staff about this change in ownership and they agreed to renew this contract with the same terms, conditions and rates that were agreed upon on the initial contract the City established with Communication Technologies, LLC.

Each contract has the option for the City to renew in one-year increments for up to four additional years. This option includes a rate provision which increases rates at fixed percentages above the previous fiscal year contracted rates at time of renewal. For the **primary contract** with Ames Trenching & Excavating, the fixed rates for FY 2018/19 include labor and equipment & tools increases of 5%. For the **secondary contract** with Communication Data Link, LLC, the fixed rates for FY 2018/19 include labor and equipment & tools increases of 3%. All increases are in accordance with the contract terms initially established. **This is the fourth renewal out of four maximum.**

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

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and

- availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
 - 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The total amount to be renewed for this contract will be a time and materials cost not to exceed \$250,000.

The approved FY 2018/19 operating budget for Underground System Improvements contains \$325,000. Trenching and excavation services are included in this amount. The trenching and excavation services covered by this contract would also be used for the relocation of Electric Services facilities to clear sites for Public Works roadway improvement projects. Funds have been designated in various CIP projects for those relocation activities.

ALTERNATIVES:

1. a. Approve the **primary contract** renewal with Ames Trenching & Excavating, Ames, IA, for the Underground Trenching Contract for Electric Services for the one-year period from July 1, 2018, through June 30, 2019, and approve contract and bond. Total work in FY 2018/19 shall be in an amount not-to-exceed \$175,000.

b. Approve the **secondary contract** renewal with Communication Data Link, LLC, Grimes, IA, for the Underground Trenching Contract for Electric Services for the one-year period from July 1, 2018, through June 30, 2019, and approve contract and bond. Total work in FY 2018/19 shall be in an amount not-to-exceed \$75,000.
2. Cancel the renewal of the primary and/or secondary contract(s) and instruct staff to rebid these services.
3. Cancel the renewal of the primary and/or secondary contract(s) and purchase underground trenching services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

These services are necessary to provide trenching and excavation for new construction, maintenance, and emergency repair activities for Electric Services. These contracts will establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service and helping to control costs.

Having two contractors under contract allows the City to assign work to the secondary contractor if the primary contractor is busy and is unable to meet required project deadlines. This should reduce delays to project schedules.

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

COUNCIL ACTION FORM

SUBJECT: BOILER MAINTENANCE SERVICES CONTRACT FOR POWER PLANT CONTRACT RENEWAL

BACKGROUND:

This contract consists of a variety of boiler and pressure vessel maintenance, including structural steel and pressure vessel repair. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages.

On February 14, 2017, Council awarded a contract to TEI Construction Services, Inc., Duncan, SC, for the Boiler Maintenance Services Contract for Power Plant. These services were to be furnished as requested from award date through June 30, 2017, in an amount not-to-exceed \$200,000. This contract included the option for the City to renew in one-year increments for up to four additional years. Staff is recommending the renewal of the agreement for FY 2018/19.

Council should note that some of the rates charged by TEI Construction Services, Inc., will be increase for upcoming contract period. The average rate increase is 4.3% which applies to Boilermakers, Millwrights and Steamfitters labor classifications. Staff reviewed these increases and concluded that they are acceptable. This is the second renewal out of four maximum.

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

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

The approved FY2018/19 Power Plant operating budget for Electric Production includes \$200,000 for this contract. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Approve the contract renewal with TEI Construction Services, Inc., Duncan, SC, for the Boiler Maintenance Services Contract for Power Plant for the one-year period

from July 1, 2018, through June 30, 2019, and approve the contract and bond. Total work in FY 2018/19 shall be an amount not to exceed \$200,000.

2. Do not renew the agreement and direct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

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

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

COUNCIL ACTION FORM

**SUBJECT: CONTRACT RENEWAL FOR POWER PLANT VALVE
MAINTENANCE SERVICES CONTRACT**

BACKGROUND:

The Electric Utility's two natural gas-fired, high-pressure steam generation units in the City's Power Plant are referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. Services include a large variety of boiler and pressure vessel maintenance and repairs, structural steel, pump and piping work, and other miscellaneous mechanical Power Plant work.

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

On September 12, 2017, City Council awarded a contract to Pioneer Industrial Corp, Hastings, NE, for the Valve Maintenance, Related Services and Supplies Contract to be furnished as requested from award date through June 30, 2018. The contract was in an amount not-to-exceed \$110,000. 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 2018/19. The contract's rate provision increases rates at fixed percentages above the previous fiscal year's contracted rates at time of renewal. The annual rate increases are: 3% for Labor, 2% Travel & Subsistence and 1% on Equipment and Tools. **This is the first renewal out of four maximum.**

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

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.

- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY2018/19 Power Plant operating budget includes \$60,000 for these services. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Approve the contract renewal with Pioneer Industrial Corp, Hastings, NE, for the Valve Maintenance, Related Services and Supplies Contract for the one-year period from July 1, 2018, through June 30, 2019, and approve contract and bond. Total work in FY 2018/19 shall be an amount not-to-exceed \$60,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

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

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

COUNCIL ACTION FORM

SUBJECT: BOILER MAINTENANCE SERVICES CONTRACT FOR POWER PLANT- CHANGE ORDER NO. 4

BACKGROUND:

This contract consists of a variety of boiler and pressure vessel maintenance, including structural steel and pressure vessel repair. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages.

On June 27, 2017, Council approved the contract renewal with TEI Construction Services, Inc., Duncan, SC, for the Boiler Maintenance Services Contract for Power Plant for the one-year period from July 1, 2017, through June 30, 2018 in the amount not to exceed \$210,000. Plant outages, resulting from boiler tube failure, has caused staff to use more than what was originally budgeted.

The action being requested is to approve Change Order No. 4 to the Boiler Maintenance Services Contract. This change order will add an additional \$75,000 to the current contract for FY2017/18. This will bring the total contract amount to \$1,060,000.

This Change Order is needed to increase the amount of funds in the current fiscal year contract. The amount of boiler tube repair required to date is much more than what was expected and the funds have been exhausted. Burning Refuse-Derived-Fuel with natural gas is causing rapid boiler tube deterioration on uncoated tubes, in the superheat section. This did not occur when firing with coal. In the near future these repaired tubes will be replaced with Inconel-coated tubes. However, long material lead times force staff to take this intermediate step in order to return the unit to operation.

Without this change order there will not be enough funds available to complete planned boiler work during the plant's current spring outage, and possible future unplanned/emergency boiler repairs needed during the remaining months of this current contract term. **The Council should understand the additional funds authorized in this change order will not be spent unless needed.**

CHANGE ORDER HISTORY:

Two change orders were previously issued for this contract.

- Change Order No. 1 for \$350,000 was to increase the amount of funds in the current fiscal year contract.

- Change Order No. 2 for \$125,000 was to increase the amount of funds in the current fiscal year contract.
- Change Order No. 3 for \$300,000 was to increase the amount of funds in the current fiscal year contract.
- Change Order No. 4 for \$75,000 is to increase the amount of funds in the current fiscal year contract.

The \$210,000 for the original contract was approved in the FY2017/18 Power Plant operating budget for Electric Production. Funding in the amount of \$350,000 to cover Change Order No. 1 came from Unit 7 and Unit 8 Boiler Maintenance accounts. Under this same Boiler Maintenance account, the City Council had approved a different Purchase Order with Pro Energy, another general boiler maintenance company, in an amount of \$425,000. The Pro Energy Purchase Order was closed which allowed staff the ability to reallocate the unspent dollars to cover Change Order No. 1. The funding for Change Order No. 2 came from the Power Plant Miscellaneous Operations account. Money in the Miscellaneous Operations account was budgeted to update the Computer Maintenance Management Software (CMMS) but had to be redirected to fund the boiler maintenance change order. The funding for Change Order No. 3 came from three separate accounts in the Power Plant Operations budget:

- \$100,000 from #7 Steam Turbine and Generator Maintenance – The replacement of the MOV controls and level gauges will be delayed.
- \$100,000 from #7 Boiler Maintenance - Since #7 is not being run the rest of the year, there is money available in this account.
- \$100,000 from Miscellaneous Operations – The Plant has not used as many chemicals as planned.

The funding for Change Order No. 4 will come from the Unit 8 Environmental Equipment account which was going to be used to update outdated equipment. The equipment update will be delayed.

Invoices will be based on contract rates for time and materials for services that are actually received.

ALTERNATIVES:

1. Approve contract Change Order No. 4 with TEI Construction Services, Inc., Duncan, SC for the Boiler Maintenance Services Contract for Power Plant in the not-to-exceed amount of \$75,000. This will bring the total FY2017/18 contract value to a not-to-exceed amount of \$1,060,000.
2. Do not approve the change order.

It should be noted that this alternative will place Unit #8 at a continual risk of being non-operational for longer periods of time during our upcoming peak load season.

MANAGER'S RECOMMENDED ACTION:

This change order is necessary to complete boiler repairs during the current spring outage as well as ensure a qualified professional firm will respond to both scheduled and emergency needs for boiler repair and maintenance, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: 2016/17 US 69 IMPROVEMENTS (S. DUFF SAFETY SIGNAL-MEDIAN)

BACKGROUND:

On October 11, 2016, City Council approved plans and specifications for the 2016/17 US 69 Improvements Program (S. Duff Avenue Safety and Access Project) from South 5th Street to the Squaw Creek Bridge. Council also set the letting date for November 16, 2016. On November 22, 2016, City Council accepted the report of bids and delayed the award of the project to allow staff time to work with Walmart and Hunziker to finalize an equal-share funding agreement and a cross-access easement agreement on Walmart's property.

On January 10, 2017, City Council awarded the project to Con-Struct, Inc. of Ames, Iowa in the amount of \$1,150,026. There were two change orders throughout the project, which resulted in a decrease of \$81,555.66. Bringing the total cost of construction to \$1,068,470.34.

Change Orders

CO No. 1	22,984.82
CO No. 2 - Balancing	-104,540.48
Total	-81,555.66

Final revenues and expenses for this program are shown below:

Expenses

Design	88,048
Construction	1,068,470
Engineering Insp. / Admin	81,010
Total	1,237,528

<u>Revenues</u>	<u>Funding</u>	<u>Allocated Costs</u>
U-STEP	400,000	400,000
TSIP	450,000	450,000
RUT	60,000	60,000
G.O. Bonds	155,968	69,176
Walmart	215,968	129,176
Hunziker	215,968	129,176
Total	1,497,904	1,237,528

Project Savings (G.O. Bonds) 86,792

The developer's agreement states that Wal-Mart and Hunziker pay the agreed share of actual cost for design and construction. They are not responsible for reimbursement of

staff time. Therefore, the final revenues from the developers reflect the actual final design and construction costs.

ALTERNATIVES:

1. Accept the 2016/17 US 69 Improvements (S. Duff Safety Signal-Median) project as completed by Con-Struct, Inc. of Ames, IA in the amount of \$1,068,470.34, thereby also approving Change Orders No. 1 and No. 2, which is a net decrease of \$81,555.66.
2. Direct staff to pursue modification to the project.

MANAGER'S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications.

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

COUNCIL ACTION FORM

**SUBJECT: 2015/16 WEST LINCOLN INTERSECTION IMPROVEMENTS
 (FRANKLIN AVENUE)**

BACKGROUND:

This project was for constructing left-turn lanes and installing a new traffic signals at the Franklin Avenue/Lincoln Way intersection. A traffic impact report for the South Fork Subdivision justified these improvements. Since the project was first introduced, the project scope was expanded to include widening Lincoln Way to a 5-lane section eastward to South Wilmoth Avenue. This was due to the City's development agreement with the Aspen Heights (Breckenridge housing development) 205 S. Wilmoth Avenue.

On May 23, 2017, City Council awarded the project to Con-Struct, Inc. of Ames, Iowa in the amount of \$1,797,793. There were three change orders throughout the project, including the balancing change order, which resulted in a total project increase of \$87,977.26. The majority of this increase was to build a retaining wall along the Breckenridge project (which is 100% developer funded) **This brings the total cost for construction to \$1,885,763.36.** A summary of the change orders is as follows:

Change Orders	Division 1	Division 2	Division 3	Totals
CO 1	28,779.70		64,500.00	93,279.70
CO 2	620.00	7,730.41	840.00	9,190.41
CO 3 [Balancing]	(1,204.85)	20,988.45	(34,283.35)	(14,499.75)
Subtotal	28,194.85	28,718.86	31,056.65	87,970.36

Revenues and expenses for this program are shown below:

Revenues

Fund	Amount
Road Use Tax	160,000
Developer Contributions	893,595
Iowa DOT TSIP	500,000
G.O. Bonds	900,000
Total	2,453,595

Expenses

Activity	West Expansion Division 1	Franklin Intersection Division 2	Aspen Heights Division 3	Subtotal
Design	43,896	76,700	58,798	179,394
Land	-	189,240	65,014	254,254
Construction	329,254	1,133,194	423,316	1,885,763
Administration	23,233	79,962	29,870	133,065
Total	396,383	1,479,095	576,998	2,452,477

The two different developers involved with this project had separate financial responsibilities. The South Fork Subdivision, under management of Pinnacle Properties, is responsible for half (50%) of the construction costs only of the Franklin Intersection portion of the project shown under Division 2. The City agreed to share equally the Iowa DOT Traffic Safety funds with Pinnacle Properties to help reduce the financial burden of the improvement. The Aspen Heights property, under the management of Breckenridge Development, is responsible for 100% of Design, Administration, Land Acquisition, and Construction shown under Division 3. The table below summarizes these cost responsibilities:

Activity	City of Ames	Pinnacle Properties	Breckenridge	Total
Design	120,596		58,798	179,394
Land	189,240		65,014	254,254
Construction	1,145,851	316,597	423,316	1,885,763
Administration	103,195		29,870	133,065
Total	1,558,881	316,597	576,998	2,452,477

It should be noted that Pinnacle Properties has already paid \$200,000 of their obligation. Therefore, the remainder (\$116,597) will be invoiced after final acceptance of the project as well as Breckenridge’s portion of the project.

ALTERNATIVES:

1. Accept the 2015/16 West Lincoln Intersection Improvements (Franklin Avenue) project as completed by Con-Struct, Inc. of Ames, IA in the amount of \$1,885,763.36, thereby approving Chang Orders No. 1, No. 2, and No. 3 [Balancing].
2. Direct staff to pursue modification to the project.

MANAGER’S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications.

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

COUNCIL ACTION FORM

SUBJECT: 2017/18 CLEAR WATER DIVERSION PROGRAM- (DOUGLAS AVE, DUFF AVENUE AND O'NEIL DRIVE)

BACKGROUND:

Clear water from footing drains causes overloading and backups in the sanitary sewer system, they also increase the volume of clean water that must be treated at the Water Pollution Control facility. The Clear Water Diversion program involves diverting footing drain discharge from sanitary sewers into storm sewers. This diversion results in lower volumes of clean water needing treatment at the WPC facility, thereby decreasing operating and maintenance costs of that facility. In addition, the program addresses locations where sump pump water discharges directly over the back of curb where no storm sewer exists in the area. In winter conditions, those sump pump discharges can cause ice build-up in the curb and gutter.

This project will install foot drain collector lines in the locations that include Duff Avenue (O'Neil Dr to 20th St), O'Neil Dr. (Douglas to Duff), and Douglas Ave (O'Neil Dr to 20th St).

On March 21, 2018, City Council awarded the project to Ames Trenching of Ames, Iowa in the amount of \$79,850. A balancing change order was prepared in the amount of - \$4,739.00, bringing construction costs to \$75,111. The balancing change order reflects the cost of construction being less than estimated. Revenues and expenses for this program are shown below:

	<u>Revenue</u>	<u>Expenses</u>
2017/18 Clear Water Diversion (Sewer Utility Fund)	\$ 25,000	
2017/18 San. Sewer Rehab Program (Sewer Fund)	\$125,000	
Construction		\$ 75,111
Engineering/Administration		\$ 11,267
	<u>\$ 150,000</u>	<u>\$ 86,378</u>

ALTERNATIVES:

1. Accept the 2017/18 Clear Water Diversion Program – Douglas Ave, Duff Ave and O'Neil Dr. Locations as completed by Ames Trenching of Ames, Iowa, in the amount of \$75,111.
2. Direct staff to pursue modification to the project.

MANAGER'S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

SUBJECT: 2017/18 TRAFFIC SIGNAL PROGRAM (EAST 13TH STREET AND INTERSTATE 35 NORTHBOUND EXIT RAMP)

BACKGROUND:

The Traffic Signal Program is the annual program that provides for replacing older traffic signals and constructing new traffic signals in the City, which will result in improved visibility, reliability, and appearance of signals. This program provides upgrading of the traffic signal system technology. In recent years, traffic signal replacements have included radar detection systems instead of in-pavement loop detection systems that had previously been used (frequently a point of vehicle detection failure). Another advantage of the radar detection system is that it detects bicycles in addition to vehicles. **This project was for the installation of a new signal at E. 13th Street and the Interstate 35 northbound off ramp.**

On September 26, 2017, City Council awarded the project to Voltmer Inc. of Decorah, Iowa in the amount of \$183,273.84. The balancing change order was the only change order throughout construction. The final quantities in the balancing change order reduced the project total by \$1,042.80, bringing the final construction cost to \$182,231.04.

Revenues and expenses for this program are shown below:

<u>Revenues</u>		<u>Expenses</u>	
U-STEP*	110,274	Design/Administration	27,276
Road Use Tax	117,500	Traffic Signal Poles	18,267
Total	227,774	Construction	182,231
		Total	227,774

*Note: The U-STEP grant will only cover 55% of eligible construction materials. Therefore, the revenues were programmed to reflect this requirement. Grant eligible costs for this project total \$200,498.04.

ALTERNATIVES:

1. Accept the 2017/18 Traffic Signal Program (East 13th Street and Interstate 35 Northbound Exit Ramp) project as completed by Voltmer Inc. of Decorah, IA in the amount of \$182,231.04.
2. Direct staff to pursue modification to the project.

MANAGER'S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications.

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

COUNCIL ACTION FORM

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

BACKGROUND:

The City's subdivision regulations are included in Chapter 23 of the Ames Municipal Code. 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. After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat. The Final Plat must be found to conform to the ordinances of the City and any conditions placed upon the Preliminary Plat approval.

Quarry Estates LLC, represented by Kurt Friedrich, has submitted a final major subdivision plat for Quarry Estates Subdivision, Third Addition with a Minor Amendment to create one additional lot. The Quarry Estates development lies north of Ada Hayden Heritage Park as shown on the location map in Attachment 1. The subject area was shown as an outlot for future development with the original preliminary plat. The First Addition was approved in October of 2015 and Second Addition approved in October of 2017.

The creation of the Lot 1 and outlot WW as part of Quarry Estates Third Addition will facilitate development of a proposed Independent Senior Living Facility as a FS-RM zoned use. The 3rd Addition includes Lot 1 as a 3-acre developable lot and outlot WW to the east of Lot 1 for future development. To the immediate south, outlot D is a 6.43 acre outlot reserved for stormwater and conservation area to serve the overall subdivision.

The 3rd Addition does not include the installation or extension of any public streets; however, there is a related waiver request with the plat to allow for private drive access to existing streets rather than construct a new road. The waiver would allow for Lot 1 to be accessed from both 190th Street and Hyde Avenue as a corner lot. Future development of outlot WW will receive access from 190th Street via a shared driveway easement along the common property line of Lot 1 and outlot WW.

Conservation subdivisions require that access to lots be from internal streets within the subdivision. The proposed plat includes allowing access to both abutting roadways directly form a private driveway to serve both proposed lots. An easement for shared ingress and egress is included with the subdivision to allow for future outlot WW access. **A waiver for access to external streets is required to approve the Final Plat as required by 23.603(1)(b).**

The preliminary plat established the subject area as an outlot with no review of its future development at that time. The Rezoning Master Plan for the area indicated a wide range of FS-RM uses were allowed, such as single-family attached, apartments, and independent senior living. No public street access to the area was shown on the preliminary plat other than the existing external roads. The proposed shared common driveway is not a public street, but does meet the intent of the Conservation Subdivision standard by limiting access to a defined point for the site. **Staff believes requiring a public street extension as a cul-de-sac or loop road is not necessary for appropriate development of the proposed Lot 1. City Council may approve the waiver of the access restriction due to the shared access of the private driveway.**

Many of the required improvements in the third addition including sanitary sewer, public water, and storm sewer system, are currently being installed. Financial security in the amount of \$206,035 has been provided for the remaining public improvements. The financial security also includes the costs of installing all the sidewalks within this phase, connecting the sidewalks across outlot areas to the east, and installation of conservation areas and storm water improvements. **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.

Quarry Estates Subdivision Third Addition Final Plat is an amended plat to include one more additional lot than was included in the Preliminary Plat to the Quarry Estates subdivision. The addition of one lot is allowable per the subdivision standards as a minor amendment in Chapter 23 without having to amend the Preliminary Plat for Quarry Estates, provided that the general layout and design of lots, streets and utilities as proposed in the Preliminary Plat for Quarry Estates are otherwise unchanged. However, the final platting in the future of outlot WW to the east will require a new subdivision plat or major amendment to Quarry Estates.

Quarry Estates Subdivision is a Conservation Subdivision and has requirements for design based on Conservation Subdivision standards. A Conservation Management Plan update is a requirement of the Subdivision Code for this Addition. The Conservation Management Plan (CMP), 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. A 25' conservation easement has also been provided along the west and north property lines of Lot 1 to meet the standards of the conservation subdivision which require conservation areas between lots and external road ways. An easement for conservation area satisfies this standard. Note, that the proposed conservation area located along the perimeter of the site will include a five-foot sidewalk within the area due to the rural section design of the abutting streets.

The developer is also required to comply with a Pre-Annexation Development Agreement that requires payment of costs for sewer and water connection fees for each lot in the Addition. The developer has paid these fees at this time in order to proceed with platting of the third phase of the development.

ALTERNATIVES:

1. The City Council can approve the Final Plat of Quarry Estates Subdivision, Third Addition, based upon the staff's findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans with a Public Improvement Agreement and financial security and with the following waiver required:
 - a. A waiver of the subdivision standards of Section 23.603(1)(b) limiting access to existing public streets.
2. The City Council can deny the Final Plat for Quarry Estates Subdivision, Third Addition, if it finds that the project does not conform to city standards or development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.
3. The City Council can deny the Final Plat for Quarry Estates Subdivision, Third 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.

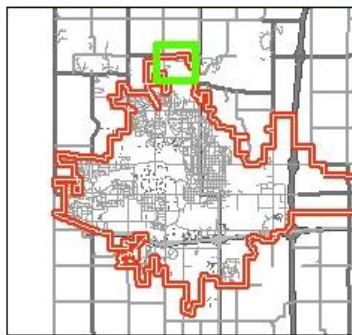
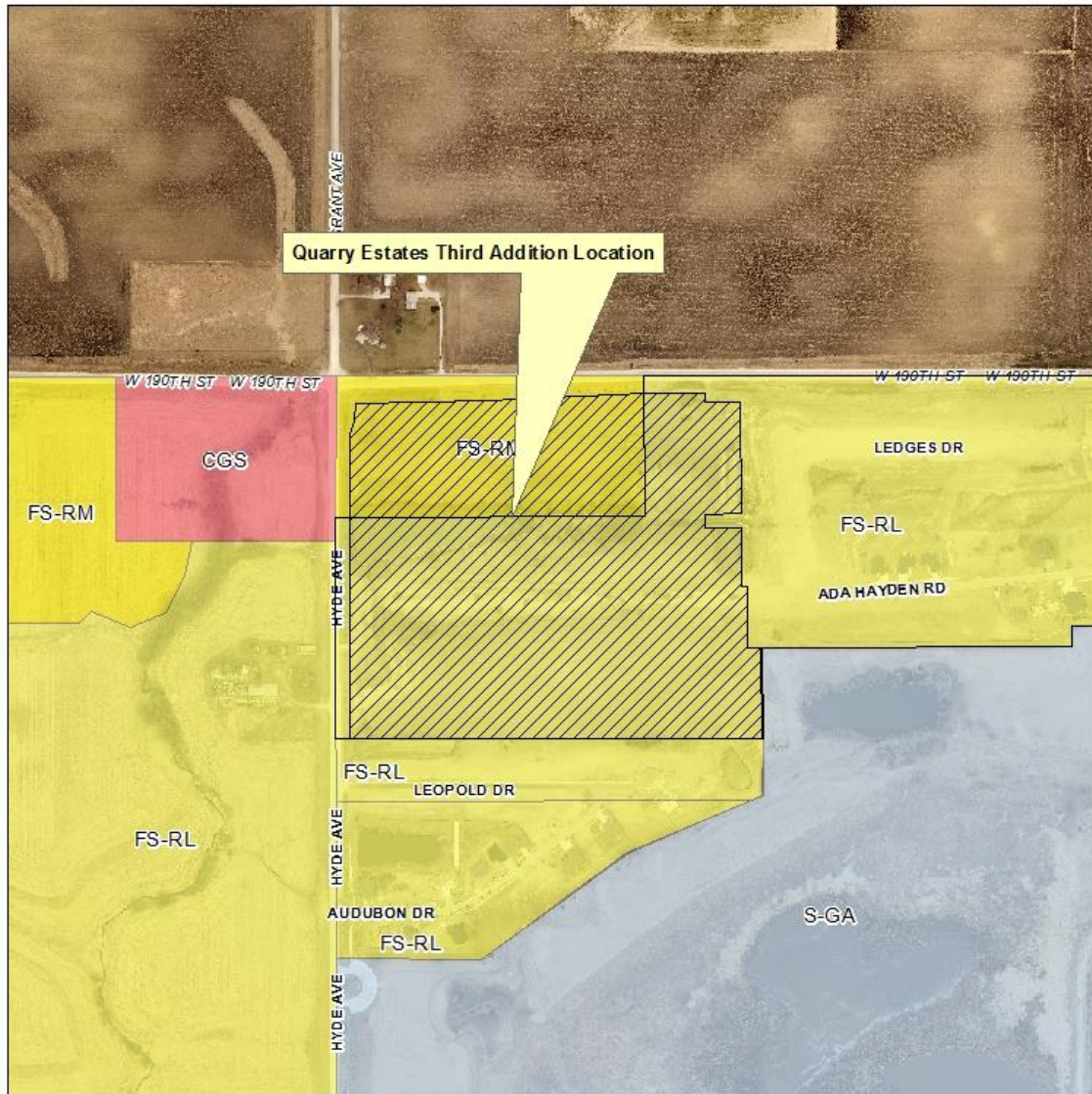
CITY MANAGER'S RECOMMENDED ACTION:

The developer is requesting approval of this final plat in order to create Lot 1 for development in accordance with subdivision standards. Outlot WW will require future subdivision approval to be developable. A shared access easement is included with the plat for access to 190th Street between Lot 1 and Outlot WW. The developer has provided financial security for remaining improvements and due to the gap between this addition and the 2nd addition, the developer is ensuring installation of sidewalks along 190th Street to connect to the east within 3 years. This ensures there is not gap in sidewalk connections for the development of the corner lot while awaiting for future single-family development to the east.

City staff has evaluated the proposed final major subdivision plat and determined that the proposal is consistent with the rezoning master plan. In addition, staff has found the proposed minor amendment and requested waiver conforms to adopted ordinances and policies of the City.

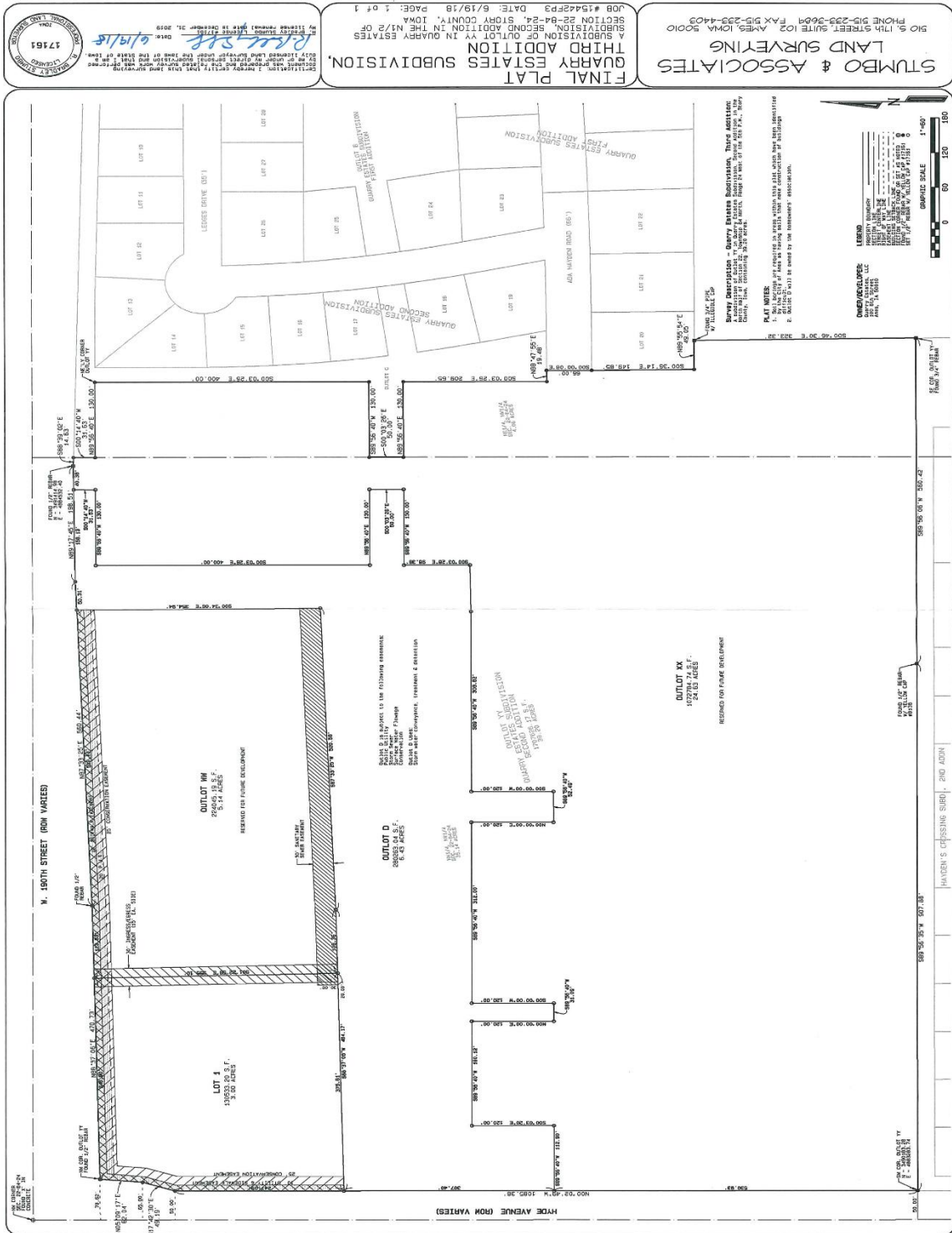
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 to approve the final plat for Quarry Estates Subdivision, Third Addition.

Attachment 1- Location and Zoning Map



**Location & Zoning Map
Quarry Estates Third Addition**

Attachment 2- Proposed Final Plat- Quarry Estates Third Addition



Attachment 3- Conservation Management Plan Update

Conservation Management Plan Guidance for Establishment & Management of Prairie and Woodland Areas

Quarry Estates Subdivision - 3rd Addition

Ames, Iowa

June 21, 2018

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
4. Public Outreach and Education
5. Lawn Care
6. Review of Allowed Tree List

This plan, the guidance offered, and requirements contained herein, apply to all lots in the Quarry Estates Subdivision, including single-family residential, single-family attached, and multi-family/senior living.

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 damage (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.
- Ownership and Management of Conservation Areas

	Conservation Area			
	Ownership		Maintenance	
	Developer/HOA ⁽¹⁾	Owner	Developer/HOA ⁽¹⁾	Owner
1st Addition				
Outlot A	X		X	
Outlot C	X		X	
Lots 14 - 24		X		X ⁽²⁾
2nd Addition				
Outlot C	X		X	
Lots 20-21		X		X ⁽²⁾
3rd Addition				
Outlot D	X		X	
Outlot WW		X		X ⁽²⁾
Lot 1		X		X ⁽²⁾

Notes:

- (1) Initial ownership and maintenance by Quarry Estates LLC, to be transferred to the Quarry Estates Homeowner's Association.
- (2) Compliance by Owner to be enforced by Developer/HOA.

- Regular and Periodic Maintenance Responsibilities - The Developer continues to contract with a landscaping professional to provide on-going maintenance, in accordance with this plan. The Quarry Estates Homeowner's Association will be required to continue the prescribed

maintenance when those responsibilities are transferred, along with ownership of the common spaces (outlots).

- Maintenance Costs and Funding on an On-going Basis - Implementation of the maintenance program for the conservation areas has been at the Developer's cost. The Quarry Estates Homeowner's Association(HOA) will be required to continue with the prescribed maintenance program (and costs thereof) when those responsibilities are transferred, along with ownership of the common spaces (outlots). It's anticipated the HOA will budget for the required maintenance costs, as they budget for other common area/shared costs.
- On-going Maintenance and Financial Security (2-year) for On-going Operation and Maintenance of Conservation Areas - The current cost of maintaining conservation areas is \$750 per acre per year. These costs are anticipated to decrease as the conservation area plantings become established (over a 3 to 5-year period, as described in this plan).

2. Prairie and Woodland Understory Establishment:

Site Preparation (establishing new prairie area)

- Existing tree assessment:
 - Careful evaluation of existing trees with emphasis on preservation of existing desirable species
 - 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 triclopyr
 - No use of Tordon should be allowed onsite
 - If near a water body herbicide should be compatible with water usage
 - Consider leaving larger stumps for signage, art installations, and/or casual seating.
- Existing lawn grass and hayfield to be converted to prairie and woodland understory:
 - Mow in normal cycle until herbicide treatment begins
 - 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 be broadcast directly onto killed grass so no erosion control needed

Prairie Establishment- Seeding

- All areas with treated vegetation should be seeded by hand-broadcasting
 - 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 to be seeded with a savanna species mix, again emphasizing attractive species but maintaining diversity and high plant density
 - Areas receiving stormwater runoff and sump pump flow will be seeded with species that tolerate periodic wet conditions

Prairie Establishment – First three years

- 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 Canada thistle, alfalfa, bird's foot trefoil, quackgrass, brome etc. and treat with appropriate 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.

Prairie Establishment – Mature stand

- Annual early spring mowing of all seeded areas if no prescribed burn conducted
- Coordinate with Ada Hayden HP staff and Ames Fire Department if prescribed fire is appropriate
- Continued iterative maintenance: monitor for weeds and damage, treat as needed

3. Site-wide Maintenance 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
 - 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
 - Emphasis can be placed on the often underappreciated benefits to water quality and stormwater management concerns that are derived from native landscapes
 - 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 or fence posts
 - 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. Lawn Care:

Coordination with Lawn Care Providers: Typically lawn care companies do not understand prairie management and often don’t appreciate prairie vegetation and the problems caused by their actions. 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 and spray 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. Additionally, can be used for casual seating.

Recommendations for lawn care at homes within Quarry Estates: Low-environmental impact lawn care is one of the easiest and most important ways homeowners can help the local environment. There are many ways to reduce the fertilize/irrigate/mow/repeat cycle. Some information and recommendations:

- Run-off: Anything applied to a lawn has the potential to move off the lawn onto down slope areas.
 - Any herbicides that contact adjacent vegetation (via drift during application or as run-off during rainfall) will have an impact. The most common herbicides are “broad leaf” herbicides – selected to kill dandelions and other weeds in the grass. The majority of plants in the conservation areas and in the Ada Hayden Heritage Park prairies are also broadleaf species, will also be killed or damaged by lawn care herbicides.
 - It’s therefore important to use extreme care during application, and using the minimum amount of chemical necessary
 - Corn gluten can be used as a more natural way of preventing weed seed germination. Considerable information is available on the internet about this agricultural by-product.
 - Fertilizers are also prone to traveling downhill to adjacent vegetation. The surrounding conservation areas are negatively impacted by fertilizers. Water bodies grow unhealthy and unattractive “blooms” of algae and scum, and natural areas are impacted with weed populations increasing in response to fertilization.
 - Reducing fertilizer use has many important benefits - less damage to surrounding vegetation via run-off, and slowed lawn growth allowing fewer mowing cycles and less thatch buildup.

- Using low/no phosphate fertilizers in place of traditional fertilizers is essential to protect downstream water bodies; most algal blooms are the direct result of phosphorus contamination from upstream sources. Furthermore, current research shows that established lawns do not need phosphorus fertilizers - application to mature sod just leads to faster grass growth and more mowing cycles. The detrimental effects of phosphorus runoff on downstream water bodies are severe enough that its use is prohibited on all grounds in Quarry Estates, both conservation areas and homeowner lots. Only non-phosphorus fertilizers are allowed; these will have a zero in the NPK listing (example: an NPK of 22-0-15 would contain 22% nitrogen (N), 0% phosphorus (P) and 15% potassium (K).
 - High nitrogen fertilizers also have negative downstream effects similar to phosphorus runoff. Use of slow-release nitrogen sources reduces potential runoff damage while providing the lawn with enough nitrogen to remain green and healthy.
 - Insecticides are potent chemicals with a higher chance of impacting humans and wildlife than other common lawn care chemicals (fertilizers and herbicides). Considerable caution should be used when deciding to use an insecticide. It is estimated that over 95% of common lawn insects are not pests, and do not need to be killed. Pest insects are often in higher concentrations in lawns that have lush growth due to high inputs of fertilizers, so reducing fertilizers also reduces insect concerns without use of insecticides.
- **Mowing:** Lawn mowers engines are far less efficient than car engines, and can damage lawns if not used optimally. Lawns that are healthy require less irrigation, herbicides, and pesticides.
 - Mowing grass so that at least 3.5" of blade remains helps keep the grass healthy (keep in mind a grass plant "wants" to grow 12-18" tall, so keeping it short really stresses the plant)
 - This also slows the rate of soil drying.
 - Cutting off 1/3 of the grass blade at most leads to healthier lawns
 - Using a mulching mower allows the grass clippings to return to the soil as a natural fertilizer, and does not lead to thatch build-up. Additionally, lawn clippings are not taken off site.
 - Mowing when rain is predicted in the next 24 hours leads to healthier grass
 - Keeping mower blades sharp helps reduce mowing stress to the lawn
- **Irrigation:** Reduced lawn irrigation leads to reduced runoff potential, reduced use of water purified for human use, and lower maintenance costs.
 - Consider using low water-use "eco-grass" (grass seed mixes that are slower, low-growing plants that don't need to be mowed routinely) in backyard areas that are not used frequently or are otherwise hard to maintain traditional lawns. These do not require irrigation.
 - Irrigate only in the early AM. More water is used if irrigation is done during late AM and afternoon hours. Late day irrigation can lead to disease problems in a lawn that is damp all night.
 - Irrigating deeply but less frequently is better for the lawn and uses less water. Having an irrigation system that is simple to turn off after rain events leads to healthier lawns, less run-off, and less water use.

- Consider the use of rain sensors on irrigation systems. Set to prohibit irrigation when raining to limit run-off and excessive water use.
- Commercial lawn care: if you hire a company to mow and “treat” your lawn you should inquire what their treatments are, why they are doing them, when they do them, and what chemicals are applied. You can request that they limit the use of chemicals or use alternatives that are less damaging to the natural areas surrounding Quarry Estates.

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, honey locust, shagbark hickory, KY coffeetree, hackberry and native hawthornes 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, dropping fruit, and generally 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

Attachment 4

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)

Attachment 5- Plat Amendment Standards

Ames Municipal Code Section 23.306

Sec. 23.306. AMENDMENTS.

(1) Any changes to the design, layout, configuration, circulation pattern, access, or dimensions of a preliminary or final plat shall be considered as either a major or minor amendment to the plat, as follows:

- (a) Minor Amendment. Minor amendments are those that:
- i. Do not result in any more than one additional lot, net;
 - ii. Do not result in any fewer lots than allowed by minimum density standards applicable to the subdivision;
 - iii. Do not change the category of the originally approved subdivision from a minor subdivision to a major subdivision
 - iv. Do not change the dimensions of any lots that do not otherwise comply with adopted lot dimensional standards, or which otherwise results in a non-conforming lot;
 - v. Do not change the general layout of utilities, drainage patterns, storm water facilities, streets, alleys and/or easements;
 - vi. Are not inconsistent with an approved master plan associated with the subdivision; and
 - vii. Make only minor adjustments in the alignment or dimensions of streets, lots, alleys, and/or easements as otherwise allowed by adopted standards as opposed to deletions, additions or relocations of said streets, lots, alleys, and/or access easements.

- (b) Major Amendments. Major amendments are those that:
- i. Eliminate any access easements or rights-of-way identified on the preliminary or final plat;
 - ii. Eliminate or revise any plat conditions, restrictions or covenants on or associated with the plat, and
 - iii. Are not otherwise defined as a minor amendment under the provisions of this Section.

(2) Amendment Process. Amendments shall be processed as follows:

(a) Minor amendments to a preliminary plat may be made at the time of final plat approval. Minor amendments to a final plat may be processed as a minor subdivision, under the provisions of Section 23.303.

(b) Major amendments shall be processed as an amendment to the original preliminary plat. An application for a major amendment shall include all information required for a preliminary plat application, except that information pertaining to ownership, and information pertaining to existing physical features or structures, shall be required only for those areas of the plat affected by the amendment. (Note: Plat conditions/restrictions, easements, and other rights or forms of ownership defined by geographic area may have claim by property owners beyond the defined area. All persons or entities whose ownership or other legal rights are affected by the proposed amendment shall be a party to the amendment application).

(Ord. No. 4020; 1-12-10)

Attachment 6- Waiver Standards

Ames Municipal Code Section 23.103

Sec. 23.103. WAIVER/MODIFICATION.

(1) Where, in the case of a particular subdivision, it can be shown that strict compliance with the requirements of the Regulations would result in extraordinary hardship to the Applicant or would prove inconsistent with the purpose of the Regulations because of unusual topography or other conditions, the City Council may modify or waive the requirements of the Regulations so that substantial justice may be done and the public interest secured provided, however, that such modification or waiver shall not have the effect of nullifying the intent and purpose of the Regulations. In no case shall any modification or waiver be more than necessary to eliminate the hardship or conform to the purpose of the Regulations. In so granting a modification or waiver, the City Council may impose such additional conditions as are necessary to secure substantially the objectives of the requirements so modified or waived.

(2) The requirements of the Regulations for the platting of a Minor Subdivision may be waived by city staff when it is determined by city staff that:

(a) A clear and accurate description of the area of land will be provided by means of a plat of survey to be procured by the property owner, and in compliance with Section 23.307.

(b) With respect to that area of land, all substantive requirements and standards of the Regulations are already met.

COUNCIL ACTION FORM

SUBJECT: PROPERTY INSURANCE RENEWAL FOR FY 2018/19

BACKGROUND:

The City contracts with Willis of Greater Kansas, Inc., to provide property insurance brokerage services for the City's property insurance program. This spring City staff instructed Willis to market our power plant insurance program to ensure that we are receiving the best price for the best product. Willis has obtained quotes for property insurance coverage for FY 2018/19 and they are now being presented for City Council approval.

The City's property insurance program is split into two main components:

- 1) The "Power" component, which covers Resource Recovery, the Power Plant, and assets related to Electric Service's infrastructure. This component has been underwritten by Associated Electric and Gas Insurance Services (AEGIS) since 2012.
- 2) The "Municipal" component, which covers all other City property. This component has been underwritten by Chubb Insurance Group since 2012.

Splitting the City's insurance coverage into two major components allows for an optimization of terms and pricing to fit each insurer's specialty, rather than placing all City property under a one-size-fits-all program. In addition, the broker arranges for flood insurance for properties susceptible to flood damage (CyRide and Furman Aquatic Center).

After initiating the brokerage arrangement with Willis, the City modified its philosophy regarding how much insurance to purchase for property coverage. Prior to 2012, the City purchased insurance coverage equal to 100% of the total value of all City assets, even though there was a very small likelihood that all of the City's assets would be totally destroyed in even the most devastating of events. **In 2012, the City Council authorized staff to procure insurance using the technique of Maximum Foreseeable Loss (MFL). Under this technique, the valuation to cover was based on the scenario of a large EFS tornado touching down near the CyRide facility and destroying everything between it and the Public Works warehouse in east Ames. This assumption is used to calculate the Total Insured Value included in the property insurance program.**

QUOTATION SUMMARY:

As with prior years through Willis, the municipal and flood coverage in the renewal proposal comes from Chubb (municipal property), and RSUI (flood insurance). The account rate for Chubb declined slightly compared to FY 2017/18. The flood insurance quote also declined slightly. The quotation details for the municipal portion of the program are as follows:

2018/19 'Municipal' Facilities Renewal (Chubb & RSUI)			
Chubb "Municipal" Assets Coverage	FY 2018/19	FY 2017/18	Change
Indexed Insured Values@ Replacement Cost, including CvRide Buses on Premises	\$255,226,800	\$252,291,530	1.5%
Chubb Rate	.0736	.0742	-.8%
Chubb Premium	\$144,449	\$143,057	1%
Excess Flood \$5M Layer (RSUI) for WPC, CyRide, Furman Aquatic Center	\$43,437	\$43,567	-.3%
TRIA coverage (terrorism)	\$17,958	\$17,865	1%
Total Municipal Property Premium	\$205,844	\$204,489	.7%

As stated previously, City staff instructed Willis to market our power facility renewal. Six companies were invited to quote the program. Four submitted quotes for review. Starr Tech provided the best quote for slightly better coverage than previously provided by AEGIS. This resulted in a significant savings for the City. Starr Tech has also guaranteed their rate for two years.

2018/19 'Power' Facilities Renewal			
	FY 2018/19 (Starr Tech)	FY 2017/18 (AEGIS)	Change
Indexed Insured Values @ Replacement Cost	\$427,165,686	\$422,100,480	1.2%
Coverage Purchased (MFL Basis; assumes Power Plant Total Loss@ ACV)	\$200,000,000	\$200,000,000	--
Account Rate	\$0.0860	\$0.1078	-20.21%
Total Power Premium, with Terrorism Coverage, taxes, Loss Control Fees, Boiler Inspection and AEGIS Membership Credit	\$393,175	\$483,954	-19%

The combined Power and Municipal premium is as follows:

2017/18 Combined Property Renewal			
	FY 2018/19	FY 2017/18	Change
Total Power Premium	\$393,175	\$483,954	-19%
Total Municipal Property Premium	\$205,844	\$204,489	.7%
TOTAL	\$599,019	\$688,443	-13%

The FY 2018/19 budget includes \$694,835 for the property program premiums.

ALTERNATIVES:

1. Approve the renewal for the property insurance program coverage at the combined quoted premium of \$599,019 for FY 2018/19.
2. Do not approve the renewal of the property insurance program and direct staff to seek additional coverage quotes.

MANAGER'S RECOMMENDED ACTION:

The proposed insurance renewal will provide the City comparable coverage at a lower rate resulting in a lower premium payment. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal for the property insurance program coverage outlined above at the combined quoted premium of \$599,019 for FY 2018/19.

Staff Report

Rental Concentration Hardship and Exception Ordinances

June 26, 2018

BACKGROUND:

The City Council recently adopted a rental concentration limitation for specific neighborhoods where new rental property registrations are prohibited if the neighborhood has 25% or more single-family rental properties. Staff presented Council with a draft ordinance for exceptions to the concentration cap in limited situations at the June 12, 2018 Council Meeting. The attached ordinance incorporates the motions that were made at that meeting.

RENTAL CONCENTRATION CAP EXCEPTION:

The Rental Concentration Cap Exception is a one-time exception process for a current property owner that may or may not sell their property. This allowance is restricted to only properties that are the primary residence of the property owner as of October 27, 2018. Additionally, the allowance to register the property and obtain a Letter of Compliance is restricted to the property owner and may not be obtained by buyers of property after this date. This standard is intended to help safeguard against speculative property registrations and focus the exception process on those that are interested in making an investment in conforming to the Rental Code in the near term.

The following changes to this section of the ordinance reflect motions made by Council at the June 12, 2018 meeting:

1. The date for which an owner needed to have possession of the property changed from May 22, 2018 to October 27, 2017.
2. The property now needs to be the primary residence of the owner at the time of application instead of May 22, 2018. Note this change would mean that if you owned the property by October 27th, but no longer living at the home you would be ineligible for the exception even if you own the home.
3. A sentence was added to Sec. 13.300(10) stating that "Property owners determined to have been renting without a required Letter of Compliance are not eligible for the exception." This was the result of a motion to 'ask staff for language to both options to deny registration in cases of illegal rental activity.'

4. Sec. 13.300(10)(v) now states that an LOC cannot be renewed if the property wasn't being used as a rental in the previous 12 months. This is a change from the previous requirement to have it rented within four years. After the first year, each renewal (whether it be a one, two, three, or four year LOC) is subject to the property's continued use as a rental property.
5. An additional sentence, Sec. 13.300(10)(vi), allows owners that have pulled building permits prior to October 27, 2017 with the intent of renting the property to register regardless of their status as the primary resident.

Number 5 above reflects a request for a recommendation to staff to allow owners to be eligible if they had a building permit prior to the moratorium. Staff has drafted the ordinance with this recommendation, but it can easily be removed if Council decides not to move forward with it. There was no direction on the type of permit or length of time since the permit was issued and adding a date would be appropriate. The difficulty with this approach is determining intent by staff. Staff would need to determine the intent of the owner when reviewing the building permit and would present the case to Council for a determination if the intent is unclear.

Property Transfer Limitation

During the June 12, 2018 meeting, there was a request for an opinion from the City Attorney on whether or not LOCs acquired through the exception processes could be non-transferrable. Staff has determined that it would be possible to write language to address this, but the logistics of enforcement and tracking would be difficult. It was not added to the ordinance due to staff's preference for not using this tool. If Council would like this requirement in the ordinance, staff will add it to the second reading on July 10, 2018.

PROPERTY SALE HARDSHIP EXCEPTION:

The Property Sale Hardship Exception process is designed to allow property owners that have owned property prior to the establishment of the Rental Moratorium on October 27, 2017 to request an allowance to exceed the concentration cap in order to sell their property. **This option is only available to property owners, or buyers in contract to purchase the property, prior to October 27, 2017 and would not be available to any purchaser of property subsequent to October 27, 2017.**

The only change to this section is the addition of the requirement that the property is not eligible for the exception if it has been determined that they have been renting without a required LOC. It was unclear with this motion if the intent was for it to be added to both exceptions or just to the Rental Concentration Cap Exception. It has been added to both, but can be removed if Council only intended for it to apply to one exception.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING NEW SECTIONS 13.201 TERMS DEFINED “PRIMARY RESIDENCE” AND SECTION 13.300 (10) AND (11) THEREOF, FOR THE PURPOSE OF RENTAL CONCENTRATION EXCEPTIONS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting new Sections 13.201 Terms Defined “Primary Residence” and Section 13.300 (10) and (11) as follows:

“Sec. 13.201. TERMS DEFINED

...

PRIMARY RESIDENCE: A residence which is the only place where a person has a true, fixed, and permanent home, and to where, whenever the person is briefly and temporarily absent, the person intends to return. A property owner may have only one primary residence.

...

Sec. 13.300. GENERAL

...

(10) Rental Concentration Cap Exception

For properties within a Rental Concentration Cap Neighborhood, a property owner of record on October 27, 2017 may apply for an exception in order to register their primary residence as a rental property and complete all requirements of the Rental Code to obtain a Letter of Compliance. The exception only applies to the primary residence of a property owner established prior to the date of application. The property owner is responsible for all application requirements for the exception, registering the property, and obtaining a Letter of Compliance. Upon completion of the requirements for the Letter of Compliance, the property may be sold to another property owner for use as a rental property. Any property sold subsequent to October 27, 2017 without a valid Letter of Compliance in regards to this exception shall not be eligible for a Letter of Compliance.

The exception is subject to minimum application standards and performance requirements described below. The exception may be approved by the Building Official upon review of the application for consistency with the standards of this Chapter. The Building Official may forward the application to the City Council for review upon any finding of irregularity in documentation with the application. A property owner may appeal the decision of the Building Official to the City Council. Property owners determined to have been renting without a required Letter of Compliance are not eligible for the exception.

(a) Exception Requirements

i. The property owner must have owned the property as of October 27, 2017 and the property must be the primary residence of the property owner as of the date of application.

ii. An application to register the property must be received by September 1, 2018.

iii. The property owner of a primary residence must obtain an initial inspection and complete all requirements for a Letter of Compliance within six (6) months of the inspection date.

iv. If a property owner has not obtained a Letter of Compliance within six months, the property registration shall expire and may not be renewed or reapplied for under this exception.

v. Upon receipt of a Letter of Compliance for the property, a Letter of Compliance may not be renewed after twelve months from the original approval if the property is not used as bonafide rental property. Each subsequent renewal of the Letter of Compliance after the initial twelve months is subject to the property's continued use as a bonafide rental property.

vi. A property owner who, prior to October 27, 2017, had obtained a building permit which would indicate an intent to convert the property to a rental property is also eligible for the exception, regardless if the property is the property owner's primary residence.

(11) Property Sale Hardship Exception.

For properties within a Rental Concentration Cap Neighborhood, a property owner may apply to the Building Official for a hardship exception to allow registration of the property for rental purposes in order to facilitate the sale of the property. The hardship exception is subject to minimum application standards described below and may be approved by the City Council upon review of the application.

Approval of the Property Sale Hardship by the City Council is for a six-month period to allow for sale of property to a new owner in an arms-length transaction to another party. The property owner may request a six month extension of the approval in order to complete work required to obtain a letter of compliance and/or to complete the sale and transfer of the property. An initial Letter of Compliance (LOC) will only be issued for one year for property registered under the hardship exception process. The LOC cannot be renewed by the property owner approved for a hardship, but can be renewed by the new property owner consistent with the standards of the Rental Code. Property owners determined to have been renting without a required Letter of Compliance are not eligible for a Property Sale Hardship Exception.

(a) **Application Requirements.** A property owner must submit documentation related to the following as part of the hardship application:

i. The property must abut registered rental properties on three sides, or the substantial equivalent of three sides. An abutting side includes any shared property line of the subject site and includes property lines with residential property located across the street or an alley. An abutting side includes any length of a property line that is 20 feet in length or greater.

ii. The property must have been purchased or under a purchase agreement by the current owner prior to October 27, 2017.

iii. The property has been offered and advertised for a minimum nine (9) consecutive months with a licensed realtor prior to the application for hardship.

iv. Disclosure of any offers to purchase the property which have been declined.

v. The original purchase price, date of purchase, and current mortgage balance.

vi. An appraisal prepared by a licensed appraiser for the value of the dwelling that also includes comparable sales within the appraisal.

vii. A home inspection report describing the condition of the property.

viii. Rental Housing Code pre-inspection and cost estimate for compliance with the Rental Housing code.

Upon submittal of the application to the Building Official, staff will review for completeness and adequacy of documentation provided within 10 days. Staff may request additional documentation in relation to the application requirements to determine completeness. Upon a determination that the application is complete, the application will be forwarded to the City Council within 30 days for Council review.

The City Council may approve a property sale hardship upon making both of the following findings:

1. The advantages to the neighborhood and the City of allowing for the property to be registered as a rental property to facilitate its sale outweigh the disadvantages to the neighborhood and City of exceeding the rental concentration cap.
2. The sale of the property would have been possible at a reasonable market value as a single family dwelling, but for the existence of the rental concentration cap.”

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out by law.

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

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

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor



*Caring People
Quality Programs
Exceptional Service*

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TO: Ames City Council and Mayor

FROM: Kelly Diekmann, Planning and Housing Director

DATE: June 22, 2018

SUBJECT: Downtown Gateway Commercial (DGC) Zoning Changes 3rd Reading

City Council reviewed a draft ordinance on June 12th and provided direction to staff to modify the ordinance prior to the 3rd reading scheduled for June 26th.

City Council directed changes to the ordinance to allow current businesses that conform to use classifications of current Highway Oriented Commercial (HOC) and Downtown Service Center (DSC) zoning to be classified as pre-existing rather than nonconforming in the new DGC zoning. Designating a use pre-existing allows for changes to the use, including intensification, as long as the use is not abandoned for more than 12 months.

The pre-existing qualifier only applies to a few uses. Those use types are Retail Trade, Wholesale Trade, Detention Facilities, Warehousing-Mini Storage, Vehicle Service Stations, and Vehicle Repair Facility. Vehicle Service stations includes gas stations, quick lube services, and car washes. Vehicle Repair includes automotive repair, auto body shops, and tire sales and installation, and transmission and muffler repair businesses. Uses types, such as warehousing and industrial service, that were already nonconforming under either HOC or DSC zoning previously were not changed.

Allowing a use type to be considered a permitted use, if pre-existing, does not change a site's status for nonconformities related to structures or other site improvements. No new uses allowed as pre-existing can be established. A site also cannot be expanded for a pre-existing use.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING NEW SECTIONS 29.1004 THEREOF, FOR THE PURPOSE OF DOWNTOWN GATEWAY COMMERCIAL ZONING; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting new Sections 29.1004 as follows:

Sec. 29.1004 "DGC" DOWNTOWN GATEWAY COMMERCIAL

The Downtown Gateway Commercial Zoning District (DGC) is established to implement the vision and objectives of the Lincoln Way Corridor Plan and more specifically for the Downtown Gateway Focus Area.

The City of Ames finds that implementation of the DGC will facilitate redevelopment of the area consistent with the objectives of the Lincoln Way Corridor Plan and create new commercial retail, entertainment, and office uses that are a compliment to the Downtown area north of the Gateway Area. The Gateway Area is a commercial redevelopment area intended to promote an enhanced streetscape, commercial uses complimentary to the broader Downtown area with retail, entertainment, and employment, and in some situations the addition of mixed use residential development.

It is the purpose of the provisions of this Zoning District to promote public health, safety, and general welfare and define development procedures for obtaining the objectives of the Lincoln Corridor Plan with redevelopment of property within the District.

1. Development Process

Development or redevelopment of site is required to conform to this Chapter and the procedures of Article XV. The approval process within the District has been modified to address site size and the types of uses permitted on each site. A Building Design Conformity finding is required with all Site Development Plans, in addition to the criteria of 29.1502.

Major Site Development Plan review is required for mixed-use development. Mixed-use residential development requires a Major Site Development Plan to ensure the primary purpose of commercial development is accomplished in conjunction with the addition of housing. The Major Site Development Plan grants additionally flexibility for the configuration of a site and for the arrangement of uses. No Major Site Development Plan for Mixed-use development shall be approved that does not specify appropriate commercial tenant space sizes, orientation, and total square footage in a project. An appropriate mix of commercial and residential development will be evaluated on case-by-case basis to ensure a mixed-use project fulfills the redevelopment goals of the Lincoln Way Corridor Plan for commercial first redevelopment that incorporates community commercial uses and uses that are complimentary to Downtown.

(a) Standard Site

A standard site is defined as any site that that is less than one acre in net lot area or as a site that exceeds one acre in net lot area that does not include Household Living Mixed Use. A standard site may be developed or redeveloped consistent with the zone development standards. A standard site review process consists of approval of a Zoning/Building Permit, Minor Site Development Plan or Special Use Permit, as applicable to the principle use and scope of the development or redevelopment project. A standard site may be approved for a plat of survey or subdivision consistent with the standard lot zone development standards.

(b) Redevelopment Intensification Site

A Redevelopment Intensification Site is an optional designation requested by a property owner for a site that meets either of the following two thresholds:

- i. 100 feet of Kellogg Avenue street frontage, or

ii. A minimum net lot area of one (1) acre and 100 feet of street frontage.
 A Redevelopment Intensification Site designation allows for approval of Household Living Mixed Use development in addition to the other allowed uses of the zoning district. A Redevelopment Intensification Site is subject to a Major Site Development Plan approval and allowing for additional design flexibility.

2. Use Regulations. The uses permitted in this District are set forth in Table 29.1004(2) below.

**Table 29.1004(2)
 Downtown Gateway Commercial Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
RESIDENTIAL USES			
Group Living	Y, if pre-existing	SP	ZBA
Household Living, Mixed Use Development	Y, on sites greater than one acre in combination with non-residential use. Dwelling units shall be configured as studio, one, or two bedroom dwelling units for a minimum of 75% of the total dwelling units within a building. No more than 10% of the total units may be four bedroom units. No dwelling unit shall consist of five bedrooms or more within any building.	SDP MAJOR	CITY COUNCIL
Short-term Lodging (stand alone or mixed use)	Y	SDP MAJOR	STAFF
OFFICE USES	Y	SDP MINOR	STAFF
TRADE USES			
Drive-Through Facility, trade use	Y*(separation standards)	SDP Major	CITY COUNCIL
Retail Sales and Services - General	Y	SDP MINOR	STAFF
Retail Trade - Automotive, etc.	Y, if pre-existing	ZP	STAFF
Entertainment, Restaurant and Recreation Trade	Y	SDP MINOR	STAFF
Catering Establishments	N	--	--
Lodge or Social Club	N	--	--
Wholesale Trade	Y, if pre-existing	ZP	STAFF
INDUSTRIAL USES			
Industrial Service	N	--	--
Small Production Facility	Y standalone, if Mixed Use Development SDP Major	SP/ SDP MAJOR	ZBA/ CITY COUNCIL
Warehouse, Mini-storage	Y, if pre-existing	SP	ZBA
INSTITUTIONAL USES			
Colleges and Universities	N	--	--
Community Facilities	Y	SDP MINOR	STAFF
Social Service Providers	N	--	--
Medical Centers	N	--	--
Parks and Open Areas	Y	SDP MINOR	STAFF
Religious Institutions	N	--	--
Schools	N	--	--
Funeral Homes	Y	SP	ZBA
TRANSPORTATION, COMMUNICATIONS AND UTILITY USES			
Passenger Terminals	N	--	--
Basic Utilities	Y	SDP MAJOR	CITY COUNCIL
Commercial Parking	Y	SDP MINOR	STAFF
Radio and TV Broadcast Facilities	Y	SP	ZBA
Rail Line and Utility Corridors	Y	SP	ZBA
Railroad Yards	N	--	--

MISCELLANEOUS USES			
Commercial Outdoor Recreation	N	--	--
Child Day Care Facilities	Y	SP	ZBA
Detention Facilities	Y, if pre-existing	ZP	STAFF
Major Event Entertainment	Y	SP	ZBA
Vehicle Service Facilities	N	--	--
Vehicle Service Station	Y, if pre-existing	ZP	STAFF
Vehicle Repair Facility	Y, if pre-existing	ZP	STAFF
Adult Entertainment Business	Y, SUBJECT TO ARTICLE XIII	SDP MINOR	STAFF
Sports Practice Facility	N	--	--

- Y = Yes, permitted as indicated by required approval
- N = No, prohibited
- SP = Special Use Permit required. See Section 29.1503
- ZP = Building/Zoning Permit required. See Section 29.1501
- SDP Minor = Site Development Plan Minor. See Section 29.1502(3)
- SDP Major = Site Development Plan Major. See Section 29.1502(4)
- HO = Home Occupation
- ZBA = Zoning Board of Adjustment
- ZEO = Zoning Enforcement Officer

(3) **Zone Development Standards.** The zone development standards of the District are set forth in Table 29.1004(3) below. Developments must also meet other generally applicable standards of this chapter.

**Downtown Gateway Commercial Development Standards
Table 29.1004(3)**

DEVELOPMENT STANDARDS	Downtown Gateway Commercial Zone
Standard Site, Minimum Lot Area	0.25 net acres
Standard Site, Minimum Lot Frontage	50 feet
Redevelopment Intensification Site Area	None Kellogg Avenue/ All other sites minimum of one (1.0) net acre
Redevelopment Intensification Site, Minimum Street Frontage along at least one of the following streets: Lincoln Way, Clark Avenue, Kellogg Avenue, South Kellogg Avenue, Duff Avenue.	100 feet
Building Design	Building design and material standards described below.
Minimum Street Building Setbacks*: Lincoln Way Kellogg/ S Kellogg Clark/Walnut Sherman Gilchrist Washington Duff Commerce and Market Grand Avenue	15 feet ground floor/10 feet other floors 5 feet 5 feet 10 feet 10 feet 10 feet 15 feet ground floor/10 feet other floors 5 feet 10 feet *Properties on Kellogg and corner properties along Lincoln Way may have reduced setbacks approved with design review of a Major Site Development Plan when buildings include high levels of quality materials, architectural interest, glazing, and a pedestrian oriented design. Redevelopment intensification sites may be approved with reduced setbacks from any street.
Minimum Side and Rear Setbacks	No minimum setbacks required except for utility service separation and access requirements, typically 10 feet or less along a rear property line.
Maximum Building Coverage	No maximum
Minimum Landscaped Area Percentage	No minimum, determined through Site Development Plan review.
Maximum Building Height	10 Stories/Redevelopment Intensification Site no limit
Minimum Building Height	Kellogg Avenue- two (2) stories No minimum other streets
Parking Allowed Between Buildings and Streets	No, Except Grand, Gilchrist, Commerce, and Market
Drive-Through Facilities	Maximum of one facility per Lincoln Way Block Face, regardless of access to Lincoln Way. No Drive-Through Facilities are permitted for any property with frontage along Kellogg Avenue or S Kellogg Avenue.
Outdoor Display Permitted	Yes. See Section 29.405
Outdoor Storage Permitted	No
Trucks and Equipment Permitted	No

4. Parking Standards

Parking shall be provided in accordance with this Chapter, notwithstanding the modified parking requirements of this zoning district. Uses not listed below are subject to standard parking requirements of Article IV of this Chapter. Development along Kellogg Avenue has reduced commercial parking requirements compared to other areas of the District in recognition of the Kellogg Avenue proximity to public parking and the pedestrian oriented design requirements for the block.

**Table 29.1004(4)-1
Downtown Gateway Commercial Parking Standards General**

Household Living-Apartments	
1 Bedroom Dwelling Unit (DU)	0.8 spaces/DU
2 Bedroom Dwelling Unit	1 space/DU
3 Bedroom Dwelling Unit	2.5 spaces/DU
4 Bedroom Dwelling Unit	3.0 spaces/DU
Short Term Lodging	1 space per room/1 space per 2 employees largest shift/accessory uses for meeting areas at 5 spaces /1000 sq. ft.
General Office	3 spaces /1000 sq. ft.
Medical Office	6 spaces /1000 sq. ft.
Retail and Service-Standalone or Existing	3 spaces/1000 sq. ft.
Restaurant and Fast Food-Standalone or Existing	9 spaces /1000 sq. ft. (gross floor area)
Restaurant or Bar uses with Retail and Service Uses -Redevelopment Intensification Site	5 spaces /1000 sq. ft.
Recreation Use- Redevelopment Intensification Site	Determined by Major Site Development Plan Review

**Table 29.1004(4)-2
Downtown Gateway Commercial Parking Standards Kellogg Avenue**

Household Living-Apartments	
1 Bedroom Dwelling Unit (DU)	0.8 spaces/DU
2 Bedroom Dwelling Unit	1 space/DU
3 Bedroom Dwelling Unit	2.5 spaces/DU
4 Bedroom Dwelling Unit	3.0 spaces/DU
Short Term Lodging	1 space per room/1 space per 2 employees largest shift/accessory uses for meeting areas at 5 spaces /1000 sq. ft.
General Office	None Required
Medical Office	None required for less than 3,000 square feet, 6 spaces /1000 sq. ft. for total square feet of use if exceeds 3,000 square feet within a building
Retail and Service	None Required
Restaurant, Fast Food, or Bar	None Required
Recreation Use- Redevelopment Intensification Site	Determined by Major Site Development Plan Review

Development within the District may seek approval of a parking reduction. Parking reductions are subject to City Council approval with a Major Site Development Plan. Parking requirements may be modified as part of the Major Site Development Plan review process to either reduce parking requirements by twenty percent or to apply a five (5) parking spaces per 1,000 square feet of gross floor area for all Trade Uses. Parking reductions of up to 25% of the required parking may be approved for a site with shared parking or collective parking allowances for use by other adjacent commercial properties that are also approved for collective parking. Residential parking spaces may be approved as part of a shared or collective parking plan for commercial uses when there is at a minimum one parking space available per dwelling unit. City Council may approve use of remote parking or public parking, including credit for on-street parking, for non-residential uses through the Major Site Development Plan review process.

Parking Decks are subject to Article IV standards with the exception of parking setbacks requirements for decks proposed along Gilchrist, Commerce, and Market. City Council may approve additional setback exceptions through the Major Site Development Plan review.

**Table 29.1004(4)-3
Downtown Gateway Commercial Bicycle Parking**

Bicycle Parking	
Non-Residential	Provide a minimum of four visitor bicycle parking spaces for the first 10,000 of commercial space. Provide additional visitor bicycle parking at a rate of one space for every 10,000 square feet of floor area.
Residential	Residential development should include secured bicycle parking for residents and provision of visitor bicycle parking.
Bicycle parking shall be placed in a visible location that is either adjacent to a primary commercial entrance or within a visitable open area of the site. Bicycle rack parking shall provide adequate space and access to permit use of the rack system with the locking of a wheel and frame to the bicycle rack. A parking reduction of one non-residential parking space for each four bicycle parking spaces is permitted up to a maximum of 5 parking spaces.	

5. Building Design Standards

The following development standards apply to all projects subject to a Site Development Plan or Special Use Permit. The intent of the design standards is to promote high levels of architectural interest, enhancement of the pedestrian oriented streetscape, and to accommodate desirable commercial uses as the primary use within the District. Each proposed building shall undergo a design review for conformance to the applicable design standards and objectives for development within the District. Design review will be incorporated into the review of the Site Development Plan or Special Use Permit and require a finding that the proposed project includes conforming design elements that support a high quality building design with architectural interest and enhances the structures appearance in a manner that is compatible with both existing and planned uses adjacent to the site.

(a) Kellogg Avenue Frontage

Buildings with facades along the Kellogg Avenue are intended to be designed in a manner that is compatible with the traditional look of Main Street and incorporate architectural elements that support the transition of the uses from Lincoln Way to Main Street. Buildings are required to consist of a minimum of two stories along Kellogg Avenue. Each building shall incorporate the following design elements into the design.

- i. Transparent windows at ground level. Glazing shall consist of a minimum of 40% to 50% of the façade area at the ground level. Commercial retail storefronts require higher levels of glazing than other uses. Glazing requirements apply along street frontages and to designated activity areas or plaza spaces.

- ii. Each tenant space shall have a pedestrian entrance that connects directly to the street. Corner lots may be required to provide an entryway at a corner or to include two entries.
- iii. Minimum ground floor to ceiling height of 15 feet for all buildings.
- iv. Incorporate wall plane changes and variations in the façade to create visual relief along long facades, e.g. 50 feet of facade length. Incorporate store front pattern and rhythm similar to Main Street, e.g. 25 feet.
- v. Clay brick building materials for front and side facades.
 - a. There is an exception for side facades obscured from view by an abutting building located within 5 feet of the property line.
 - b. Accent materials may be approved in addition to the use of clay brick.
 - c. Buildings with three or more stories may propose to incorporate a secondary façade material in addition to clay brick.
- vi. The building design shall include architectural details to create visual interest and design diversity, such as transoms, brick soldier course, corbel, cornice, lintels, projecting window bays, inset windows, canopies, parapet variation.
- vii. Alternative high interest architectural building materials, such as stone, glass, steel, architectural metal panels may be approved in lieu of clay brick when approved with a Major Site Development Plan.
- viii. Rear facades may include materials other than clay brick that are compatible with the overall design of the building.
- ix. No balconies are permitted along the perimeter of a building adjacent to a street.
- x. Commercial floor area requires a minimum depth of 60 feet, minor variations allowed through Design Review.

(b) Other Street Frontages

Buildings in areas without frontage along Kellogg Avenue may take on a variety of architectural appearances to meet the goals of the District for enhanced architectural design that creates visual interest and identity for the Lincoln Way Corridor. Buildings with facades along streets other than Kellogg shall incorporate the following design elements:

- i. Minimum ground floor to ceiling height of 15 feet.
- ii. Commercial floor area requires a minimum depth of 60 feet, minor variations allowed through Design Review.
- iii. Incorporate pedestrian entrances that lead directly to an abutting street.
- iv. Transparent windows at ground level. Glazing shall consist of a minimum of 30% to 50% of the façade area at the ground level. Commercial retail storefronts require higher levels of glazing than other uses. Glazing requirements apply along primary street frontages and to designated activity areas or plaza spaces.
- v. Clay brick shall be used as a primary building material for front and side facades, unless alternative high interest architectural building materials are approved through a Major Site Development Plan review.
- vi. Incorporate wall plane changes and variations in the façade to create visual relief along long facades, e.g. 50 feet of facade length.
- vii. The building design shall include architectural details to create visual interest and design diversity, such as transoms, brick soldier course, corbel, cornice, lintels, projecting window bays, inset windows, canopies and parapet variation.
- viii. Minimize the placement of balconies along Lincoln Way. When balconies are permitted along Lincoln Way, balconies shall not project more than 2-feet from the front primary building facade. Balconies may not project within 5 feet of the right-of-way.
- ix. Drive-through facilities may require a covered pick-up window and street screen walls with compatible materials to the principal building.”

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out by law.

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

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

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

Staff Report

FY 2017-18 Year End Sustainability Report

June 26, 2018

This report provides a year-end update of the FY2017-18 activities and accomplishments related to the Sustainability Advisory Services contract between the City of Ames and Iowa State University.

BACKGROUND:

On July 1, 2010, the City entered into a contract with Iowa State University to utilize the services of its full-time Director of Sustainability. The contract covers a maximum of 480 hours annually (or no more than 25 percent of the Director of Sustainability's time). The Initial Scope of Services focused on the reduction of electric consumption. As additional opportunities and needs have been identified related to sustainability, the Scope of Services has expanded and diversified. During FY 2017-18, in keeping with the Council's direction, the Scope of Services targets priority areas related to energy consumption reduction, as well as adding waste reduction and diversion:

- 1) Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.

- 2) Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.

- 3) Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the Eco Fair and WelcomeFest.

- 4) Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being

needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

5) Continue to assist departments in enhancing and updating the EcoSmart program web pages and all material on the City of Ames website related to sustainability and conservation. Continue to provide student feedback on improving our sustainability marketing and education materials.

PROGRESS ON SCOPE OF SERVICES:

1. ***Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.***

End of Year FY2018 accomplishments include the following for Priority Area #1:

- Continue to complete milestones related to the \$20,000 forgivable loan from the Iowa Department of Natural Resources exploring beneficial opportunities and options to improve the Resource Recovery Plant's (RRP) process and improve the quality of refuse derived fuel (RDF):
 - Audit of programs and services offered in other communities of similar size and demographics to Ames and Story County related to waste management and diversion options for unsuitable RRS materials including organic waste. Completed by consultant, SCS Engineers.
 - Completion of a draft comprehensive Story County Solid Waste Analysis and Beneficial Use report for staff to utilize for education and awareness, benchmarking, goalsetting and strategic planning. Information from this report would not only inform and guide decision making at a City and County level, but also is intended to offer transferable and beneficial information to other state and national communities as well as assist research, consideration and decision making related to the Department of Natural Resources' vision of a statewide "hub and spoke" network for organic waste. Final report delivery – July 2018.

Collaboration partners: Public Works – Bill Schmitt, Mark Peebler and Lorrie Hanson; SCS Engineers and Public Relations Officer – Susan Gwasda

2. ***Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.***

Year end FY2018 accomplishments include the following for Priority Area #2:

- Continued recruitment of additional businesses for a total of twenty-six Smart Business Challenge participants, as well as efforts to certify additional current participants, resulting in one bronze, five silver, two gold and eight platinum certified businesses.
- Hosted first ever SBC Luncheon, facilitated by Mayor John Haila, on January 25, 2018 at Reiman Gardens. Ames business community members attending were able to interact with sustainability resource organizations, honor platinum certified businesses, participate in discussions about benefits and opportunities of joining the Challenge and exchange sustainability tips and ideas.
- Continued recognition of Challenge participants through publicizing success stories in City Side.
- Working to schedule video "stories" of business energy conservation success.
- Accepted to present the Smart Business Challenge at the 2018 AASHE (Association for the Advancement of Sustainability in Higher Education) international sustainability conference in October in Pittsburgh, PA <http://www.aashe.org/conference/>.

Collaboration partners: Electric Services – Don Kom and Steve Wilson; Public Works – Bill Schmitt, Mark Peebler and Lorrie Hanson; The Energy Group, The Iowa Department of Natural Resources' Iowa Waste Exchange Program and Public Relations Officer – Susan Gwiasda

3. Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the Eco Fair and WelcomeFest.

Year end FY2018 accomplishments include the following for Priority Area #3:

- Participated in the City of Ames Eco Fair.
- Participated in Community Solar Power Community Informational Meetings.
- Involvement with RAGBRAI preparations to provide expertise in recycling opportunities.
- Supportive involvement with Mayor's Bike Ride (out on injury leave for the 2018 event). Looking forward to full involvement in next year's event and promoting bicycling in Ames.
- Continue a monthly radio program on KHOI focused on community sustainability accomplishments, initiatives and opportunities.
- Continue to share the City of Ames sustainability efforts as part of speaking engagements.

- Continue to work with Ames Electric Services on launching a successful community solar project. Focus on marketing, outreach, and public education opportunities.

4. Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

Year end FY2018 accomplishments include the following for Priority Area #4:

- Completed five planning meetings for the 2018 Rummage RAMPage event. This year's event will be held from Friday, July 27 to Thursday, August 2 and has been extended an extra day due to overwhelming interest and participation last year. This year's event will offer over 800 hours in 42 different volunteer shifts for participating non-profit organizations, including overnight as well as day time opportunities.
- Completed information meetings with property managers.
- Completed informational meeting for non-profits organizations on May 23.
- The timeline calendar for this year's event includes the following key dates:
 - June 8 -- Deadline for agencies to sign-up for funding eligibility.
 - June 11-22 -- Agencies begin registering volunteers and receive weekly updates.
 - June 25 -- Volunteer registration opens to the general public.
 - June 30 -- Deadline for agencies to have volunteers registered to serve 10 hours.
 - July 3 -- Agencies notified if they failed to fill 10 hours to receive funding.
 - July 16 -- Volunteer Orientation meeting.
 - July 27 – Event begins.
- Additional event information, as well as sign-up instructions for non-profit organizations and volunteers, can be found on the Rummage Rampage website: <http://www.cityofames.org/living/rummage-rampage>.
- New addition to this year's event – No animal, fish or aquatic life left behind – ROAR (Rehoming Our Animals/Aquariums Responsibly) initiative to expand scope of event, toward ensuring an opportunity for drop-off of pets that are not able to be moved with residents or residents are no longer able to care for – rather than releasing them. The event will offer a no-questions asked drop-off opportunity. Community animal rescue organizations will be on call to transport animals to appropriate locations toward beginning the rehoming process. No adoptions will take place at the event.

Collaboration partners: Iowa State University Parking Services, Volunteer Center of Story County, Iowa Department of Natural Resources, Story County Conservation, Iowa Wildlife Center, Resource Recovery Plant, City of Ames Police Department, Ames Electric Services, City of Ames Animal Shelter, Public Relations Office, and community non-profit organizations and volunteers

5. Continue to assist departments in enhancing and updating the EcoSmart program web pages and all material on the City of Ames website related to sustainability and conservation. Continue to provide student feedback on improving our sustainability marketing and education materials.

Year end FY2018 accomplishments include the following for Priority Area #5:

- Ongoing input and feedback regarding City of Ames Smart Energy, Smart Water, Smart Watersheds and other EcoSmart programs.

Collaboration partners: Electric Services, Public Works, Water and Pollution Control and Public Relations Office

6. Additional requests from Council – Council voted to engage Merry Rankin to come back to Council with proposals of ways that Council can partner with ISU to address carbon reduction. (November 27 Council Meeting)

Year end FY2018 accomplishments include the following for Priority Area #6:

- Consideration of options and opportunities are being identified and evaluated. As a number of diversified student initiatives are happening, both curricular and non-curricular, the focus has been approaching opportunities from a higher level view. Two primary areas of consideration have evolved.
 1. Explore ISU collaboration related to next steps identified in the final consultant report for Resource Recovery.
 2. Explore ISU collaboration as progress continues with the City's SunSmart Ames initiative or other renewable energy options.

Collaboration partners: Electric Services, Resource Recovery and Public Relations Office

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TO: Mayor John Haila
Gloria Betcher
Tim Gartin
David Martin
Chris Nelson
Amber Corrieri
Bronwyn Beatty-Hansen
Allie Hoskins
Steve Schainker, City Manager

FROM: Dan Culhane, CEcD, CCE
President & CEO
Ames Economic Development Commission

DATE: June 15, 2018

RE: **Annual Report to the City of Ames**

The Ames Economic Development Commission (AEDC) is pleased to provide this annual summary of activities per our agreement with the City of Ames. We have enjoyed another exceptional year of activity in a number of categories. Our board of directors is grateful for the partnership and the mutual benefit of the relationship we have with the City of Ames and we look forward to another year of moving Ames forward economically.

The last twelve months have provided exceptional opportunities that the AEDC is proud to have played a role within. Following is a summary of our activities:

- Prairie View Industrial Center was formally announced and over 700 acres of the 1300+ acre area is under long-term option for tremendous project opportunities on East Lincoln Way
- This new industrial area is generating significant interest and we are working towards Site Certification on this area in partnership with the Iowa Economic Development Authority and Alliant Energy, Prairie View's utility provider for natural gas and electricity
- The Deere Innovation Center is moving forward in the ISU Research Park, a major project for John Deere, ranked #102 on the Fortune 500
- Sukup Manufacturing opened an office in the ISU Research Park
- Merck Animal Health continues its expansion in Ames working with the AEDC and ISU Research Park officials
- Kent Corporation recently announced the Kent Innovation Center to be located in the ISU Research Park
- QC Supply located in the former Universal Harvester facility on the corner of Dayton and Lincoln Way - a great reuse of a vacant facility in our community
- Find Bob, a Toronto-based technology company, is securing Ames Seed Capital assistance and locating in Ames
- AEDC connected a U.S. Department of Commerce Economic Development Administration (EDA) program to the ISU Research Park for a potential \$1.5 million grant for road and utility improvements - this is currently under review by the EDA
- AEDC is currently working to support the further expansion of the ISU Research Park through the extension of Collaboration Place connecting it to South Riverside Drive
- AEDC won the State's highest Business Retention & Expansion Award for excellence in working with existing industry, specifically related to our Workforce Solutions program, presented by the Professional Developers of Iowa
- Workforce Solutions programming is doing exceptionally well and there are numerous metrics to validate that - web hits, intern attendance at events, job fairs hosted, etc.
- WorkInAmes.com was redeveloped and deployed in 2017 to help both job seekers and employers in Ames and Story County
- A new website for the Ames Economic Development Commission was launched

- AEDC recently entered into agreement to provide staffing of Start Up Ames, a peer group of local entrepreneurs
- The Ames Seed Capital, LLC announced Fund VII with a goal of raising \$3.5 million in private capital to invest in Ames area start up opportunities
- AEDC has provided significant leadership and vision to the ongoing efforts of the Cultivation Corridor
- Currently managing numerous local company expansions which could result in significant capital investment and job creation
- 23 Project Files have been opened in the last 12 months and are active

Ames Ranks Highly and the AEDC advocates and promotes the wide array of accolades the Ames Metropolitan Statistical Area garners from time to time. Here are a few from 2018 and 2017.

- #1 - "The Best Affordable College Towns for Recent Grads—and Everyone Else" (*SF Gate, 2018*)
- #1 - "Best Cities for Working Parents" (*SmartAsset, 2018*)
- Ames named an "Up-and-Coming Tech Hotspot" (*Livability, 2018*)
- "Top 5 Small Metro Areas for Retirees to Age Successfully" (*Investopedia, 2018*)
- "The Most Fitness Friendly Places of 2018" (*SmartAsset, 2017*)
- "Best Public High School in the State" (*24/7 Wall St., 2017*)
- #1 - "2017 Best Places to Live in Iowa" (*Niche, 2017*)
- #1 - "The Top 10 Cities for Career Opportunities in 2017" (*SmartAsset, 2017*)
- Story County named #8 "Top 10 Mid-Sized Communities for 2017" (*Fourth Economy, 2017*)
- #1 - Silicon Prairie Rankings (*Silicon Prairie, 2017*)
- Top Midwest City For Affordability & Livability (*TurboTenant, 2017*)
- Best Cities for Successful Aging in the U.S. (*The Milken Institute, 2017*)
- Top 10 Easiest Places in Iowa to Sell a Home (*SmartAsset, 2017*)
- Ames named "Technology Community of the Year" (*Technology Association of Iowa, 2017*)
- Top 5 Small Metro Areas for Successful Aging (*NCOA, 2017*)
- "Top 3 Cities Where Job Growth is Happening" (*NationalSwell, 2017*)
- Home of the "Best School District in Iowa" (*Business Insider, 2017*)
- "Best School District in the State" (*Niche, 2017*)

- "The 25 Best Cities for Entrepreneurs" #8 (*Entrepreneur Magazine, 2017*)

The AEDC certainly does not take full credit for these distinctions, rather, we proudly advocate for them and celebrate and promote them when they come to fruition.

Our web presence and social media play a significant role in telling the story and getting the message in front of a variety of audiences. Below are recent statistics on our websites and social media platforms.

Website: www.AmesEDC.com	287,437 visits
AEDC Facebook	329 Likes
AEDC Twitter	853 Followers
WorkInAmes Facebook	1,159 Likes
See Yourself In Ames Facebook	220 Likes
WorkInAmes Twitter	349 Followers
See Yourself In Ames Twitter	158 Followers
Current Jobs on WorkInAmes.com	1,600 Available Jobs
WorkInAmes.com Job Searches (6/1/17-5/31/18)	119,869 Searches

We appreciate the partnership with the City of Ames and the AEDC leverages the financial commitment of the City very well. The City of Ames \$157,500 (\$90,000 Marketing, \$60,000 Business Development position, \$7,500 Buxton Retail Software) investment in the AEDC leverages another \$1.1 million in capital that is committed by other AEDC investors to underwrite the efforts of the organization. An additional \$120,000 in private investment has been added to the organizational budget in the last year.

What do these dollars underwrite?

- Business Retention & Expansion
- Business Recruitment and Prospect Development
- Retail recruitment
- External Marketing Program - domestic and international
- Advocacy for new business park sites and speculative building development

- Workforce Solutions - See Yourself In Ames internship program, workinames.com - jobs website, Home Base Iowa programming, SCALE program connecting students from K-12 with local employers, and our recently launched Concierge Program - assisting our employers with employee recruitment
- Working with the Start-Up community and supporting that in a number of ways, including the Ames Seed Capital Fund
- Meeting and mentoring various small business opportunities that are not always eligible for traditional financial incentives or seed capital assistance
- Working with the private development community on a wide range of projects across the community

The AEDC performs this work, and more, on behalf of the Ames community. We enjoy the work we do for Ames and look forward to continuing our long-standing partnership.

##

Staff Report

**CITY COUNCIL EMAIL POLICY & CITY COUNCIL MEETINGS WEBSITE
RETENTION GUIDELINES**

June 26, 2018

BACKGROUND:

Over the past months, the staff has received requests to change our procedures for dealing with two issues; 1) Council group emails and 2) City Council meetings packets retention on the City's website. Before any changes are made, it is appropriate for the total City Council to provide direction regarding these issues.

ISSUE 1: CITY COUNCIL GROUP EMAIL:

The City Council group email was established to provide a method to more conveniently e-mail all City Council members at once. After some complaints, staff discovered security measures used by e-mail providers to strengthen authentication technologies and detect fraudulent messages created a situation when some e-mails would not be received by all Council members. Instead, the correspondence would be rejected. The situation is complicated by Council members using multiple e-mail providers and e-mail providers changing authentication protocols. **Therefore, E-mails may get through to some Council members' e-mail accounts while being rejected by other Council members who use a different provider.**

All City Council members are currently using personal e-mail accounts to conduct City business; while the Mayor uses a City of Ames e-mail account for City business. **Across Iowa, there is a trend for elected City officials to shift to a City e-mail account for City business, with the vast majority of larger cities in Iowa now using only City e-mail addresses for all elected officials.** The decision to use a City e-mail account or a personal account for official City business is ultimately a policy decision for the Mayor and Council. The following information highlights the pros and cons of both options broken down by various topics.

Open Records

E-mails sent or received by public officials are often the subject of public records requests. Certain correspondence including attorney-client communications and confidential personnel information is not subject to public records request. From time to time, the City is involved in legal action where the City Attorney provides notice of a litigation hold and records including e-mail that may be related to current or pending litigation must be segregated and retained. Within the City's e-mail system, there is a process to administer both responses to public records requests and for litigation holds. For personal e-mail,

Council members either need to handle these issues on their own or provide access to their e-mail account. There is also the issue of handling e-mail records during time of transition after leaving office. With a personal e-mail account, an elected official will either need to turn over the account to City staff if there are pending issues or there may be difficulty in complying with records requests or litigation issues. With a City e-mail account, the records remain on the City server and these issues can be handled by City staff.

Segregating Political Activity from Official City Business

Elected officials may want to segregate political activities such as soliciting donations for re-election and donations for a campaign fund from activities as an office holder. Using a City e-mail address that is listed on the City website for official City business and a different e-mail address on a campaign website would provide a method to help separate these activities.

Security

The City e-mail system has security features, including the requirement of passcode or biometric (touch lock), as well as the ability to shut-down an account that has been compromised. Personal e-mail accounts may or may not include these security features. Additionally, it is easy for someone operating a phishing scam to “spoof” or fake a personal e-mail account by including a Council member name. For example, a JohnDoeforAmes@gmail.com address is more susceptible to someone setting up a JohnDoeAmesCityCouncil@gmail.com than a JohnDoe@city.ames.ia.us address. Using a City e-mail address can provide a bit more “official” looking address and may help provide assurance to those receiving e-mails from elected officials that the e-mail is legitimate.

Staff Time

Use of the City e-mail system by the Mayor and Council members would require minimal incremental staff time. Use of personal e-mail accounts by elected officials may take no staff time or a significant amount of staff time depending on the level of support desired or issues that may arise related to using different e-mail accounts.

What Other Cities Do

Iowa Cities Where Elected Officials Use City E-mail for Official Business

- Des Moines
- West Des Moines
- Iowa City
- Cedar Rapids
- Dubuque
- Davenport
- Council Bluffs
- Ankeny
- Waterloo
- Mason City
- Sioux City
- Marion
- Bettendorf

For Cedar Falls and Marion some elected officials use City e-mail address and others use a personal e-mail address. **Ames is the only city in Iowa with a population over 30,000 where all Council members are using a personal e-mail address.**

OPTIONS:

1. Continue operating as is, but include a notice on the group link that senders using the link cannot be assured that their e-mail will be received by all Council members.
2. Remove the group link.
3. A Council member has recommended that City staff consider setting up a City Google Group outside the City e-mail structure as a method to contact the Council as a group. Each Council member would be required to join the City Google Group to allow members communicate with each other and citizens to e-mail the group using a single e-mail address. A City Staff member would need to serve as administrator of the Google group. Since the Google Group system is a discussion group, Council would need to take care not to use the system to deliberate; that said, there may be some citizen concerns about a Council discussion group.
4. Set up individual City e-mail addresses for Council members and create an e-mail group. This solution will provide the citizen group e-mail convenience with reliable delivery.

ISSUE 2: CITY COUNCIL MEETING PACKET RETENTION

A Council member has requested that the final packet (agenda and supporting materials) for each City Council meeting not be deleted from the City's website (www.CityOfAmes.org) after the meeting is over, but instead collected in an archive for easy public access. Currently, a Council packet is removed from the website when a new packet is posted, which leaves the four most recent meetings on the website. This usually results in deletion of each packet after four to six weeks. The Council packet consists of the agenda and all the supporting Council Action Forms, reports, maps, contracts, photos, and documentation for each agenda item saved in a single, continuous PDF.

The current removal process of the Council packets was based on recommendations from the City's website host company, Vision Internet, which encourages frequent deleting and updating of materials to keep websites active, engaging, and timely. The existing process has been in place for approximately five years, and the City has not received a complaint or request regarding access to records. It is important to note that Council packets on the website are provided digitally for convenience. The City Clerk's Office serves as the official record keeper for the City of Ames.

Another reason a Council packet was removed when a new one was posted was to eliminate the need for large amounts of storage space from Vision's servers, which would cost the City additional fees. Council packets can be from 100 to 350 pages in size and use 15 to 40 MG of space. **However, digital storage has become less**

expensive and easily available in the last few years, and Vision Internet has confirmed that retaining City Council packets for longer periods of time would not be an immediate storage concern or require additional fees.

In a quick survey of other Iowa cities websites, it appears there is a great variation in the archiving of City Council packets on websites.

City	Retention
West Des Moines	One year for Council packets; two years for agendas/minutes
Cedar Rapids	Council packets available from January 2016
Dubuque	Records kept in a continuous archive going back many years
Ankeny	Current agendas/minutes only (no supporting documents)
Cedar Falls	One year for agenda/minutes only (no supporting documents)
Iowa City	Records kept in a continuous archive going back many years

The City of Ames website also houses PDF versions of agendas and minutes from 2014 to the current month.

OPTIONS:

1. Continue the current process of removing City Council packets after four to six weeks.
2. Start retaining City Council packets for a minimum of two years; review analytics to determine if documents are being accessed and reassess retention strategy in July, 2020.
3. Begin retaining City Council packets indefinitely.

Staff Report

POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE

June 26, 2018

BACKGROUND:

On April 17, 2018 the Ames City Council held a workshop to discuss various components of the existing Post-Construction Stormwater Management Ordinance. Following City staff’s presentation about the ordinance, the public was invited to provide their thoughts and comments about the existing ordinance and desired changes. Ultimately, this resulted in several motions by City Council for additional information and alternatives to be brought back at a future meeting.

MAINTENANCE OF PARKING LOTS:

Moved by Corrieri, seconded by Martin, to direct staff to prepare a report to remove the triggering of Chapter 5B when parking lots are maintained but does not increase the impervious surface, with allowances and options for incentivizing additional water quality improvements.

Currently, maintenance of parking lots is understood to include patching, milling and overlaying, etc. and it does not trigger any City review for stormwater. The reconstruction of a parking lot is not considered maintenance. Reconstruction is considered creation of a new impervious surface and, according to our existing Code, if it is greater than 10,000 square feet in size, it is subject to meeting stormwater treatment requirements of 5B. For context, the 10,000 square foot threshold is roughly equal to a standard 30 to 35 space parking lot.

Before contemplating a change in the 10,000 square foot threshold, the City Council should understand the impact on the City’s sewer system by parking lot runoff. As an example of how runoff is generated from parking lots, staff has calculated the stormwater runoff from two of the sites discussed during the City Council workshop in April. As can be seen in the following tables, these peak flows have been equated to a pipe diameter.

Fareway Parking Lot (1.5 acres) TR-55 Runoff Analysis			
	24-hour Storm Event (in)	Peak Flow (cfs)	Equivalent Concrete Pipe Diameter Flowing Full at 0.28% slope
1-year	2.67	5.04	16 inches
5-year	3.81	7.26	18 inches
10-year	4.46	8.51	20 inches
100-year	7.12	13.66	24 inches

The existing storm sewer pipe where the Fareway in downtown currently discharges is an 18-inch pipe. If left as it is today, the Fareway parking lot runoff would use nearly the full capacity of the adjacent storm sewer pipe in a 5-year event.

McFarland West Parking Lot (1.25 acres) TR-55 Runoff Analysis			
	24-hour Storm Event (in)	Peak Flow (cfs)	Equivalent Concrete Pipe Diameter Flowing Full at 1% slope
1-year	2.67	4.20	13 inches
5-year	3.81	6.05	15 inches
10-year	4.46	7.09	16 inches
100-year	7.12	11.38	18 inches

The existing pipe adjacent to the McFarland West site is 24-inch and drains approximately 40 acres of developed land. In a 5-year storm event, if left as it is today, the McFarland West parking lot runoff would use one-fourth of the capacity of the adjacent storm sewer pipe.

This illustrates the opportunity that is lost to make improvements for the existing storm sewer system if run-off is left uncontrolled following parking lot reconstruction.

OPTIONS:

Option 1. Chapter 5B could be modified to define parking lot reconstruction with no net increase in impervious area as maintenance, thus making it exempt from 5B requirements entirely. **Alternatively, if the parking lot is expanded while replacing the existing parking lot, such a project would be subject to the Chapter 5B requirements for the whole project.**

A reconstructed parking lot would still be subject to Zoning Ordinance standards of Chapter 29 (parking quantity, dimensions of the spaces/aisles, and landscaping).

Option 2. A second option for reconstruction would be to require only partial compliance with 5B to meet water quality only rather than both water quantity and quality requirements. This approach would lessen the size of the stormwater management features that would be required.

Option 3. Rather than exempting reconstruction from the 5B requirements, the City Council could focus on allowances to reduce required parking and landscaping. Currently, the Planning Director can waive up to 10% of the required parking for sites with 30 or more spaces for the purpose of adding landscaping, which could include stormwater features. Additionally, using landscaping as a stormwater treatment measure can serve to substitute for other landscaping requirements within parking lots. **Should the City Council believe this 10% incentive is not sufficient, direction can be given to make changes to the zoning standards to allow for a greater parking reduction (i.e. 20% reduction) or for any size of parking lot (not just 30 spaces or**

more) to take advantage of the reduction to help facilitate stormwater improvements with parking lot reconstruction.

Option 4. The City Council could **maintain the current standard** that parking lot reconstruction of greater than 10,000 SF must comply with 5B.

FINANCIAL SECURITY:

Moved by Corrieri, seconded by Nelson, that financial security would be required prior to occupancy if the requirements have not been met.

The current ordinance requires that financial security must be submitted prior to approval of stormwater management improvement plans.

OPTIONS:

Option 1. Amend Chapter 5B to require financial security in an amount for the total estimated construction cost to be on file with the City prior to a temporary Certificate of Occupancy being granted.

Option 2. Amend Chapter 5B to require financial security in an amount for the total estimated construction cost to be on file with the City prior to a final Certificate of Occupancy being granted.

Option 3. Maintain Chapter 5B as it currently exists, thereby requiring the financial security to be submitted prior to issuance of permits and commencement of construction

If City Council chooses to amend the current ordinance, staff would prefer Option 1 (security prior to temporary Certificate of Occupancy). This is because if Option 2 is followed, there is the potential that the work may not be completed since the building is fully occupied.

Under either of these Options, this financial security or bond would be released in full only upon submission of "as built plans" of all stormwater BMPs specified in the stormwater management plan and written certification, etc. as already specified in the ordinance (paragraph from current ordinance).

RUNOFF CURVE NUMBER:

Moved by Betcher, seconded by Nelson, to direct staff to report on whether runoff curve number 58 is the only number or most appropriate number for all of Ames.

The current ordinance requires the rate and volume of surface water runoff which flows from any specific development project site after completion to **not exceed the pre-development hydrologic regime of meadow in good condition.**

Runoff curve numbers (CN) indicate the runoff potential of an area. **The higher the CN, the higher the runoff that is allowed to leave the site.** Soil properties influence the relationship between runoff and rainfall since soils have differing rates of infiltration.

As described by the United States Department of Agriculture (USDA), soils are assigned to one of four hydrologic soil groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

The historic landscape of Ames is said to have been open tall grass prairie. Historic soil surveys of the Ames area refer to glacial origin. Below are some highlights from the 1903 *Soil Survey of Story County*. **This indicates that over 82% of area soils were Marshall loam which is a Group B soil.**

Viewed broadly, the surface of Story County is a level plain. Its average elevation above sea level is about 1,000 feet. The greatest elevation is reached near Summit, at a point on the Gary Moraine, which is 1,075 feet above tide, and the lowest level is reached in the valley of the Skunk River, where that stream leaves the county at an elevation of 830 feet above sea level. Kamelike eminences occur quite frequently in the moraine belts and, rising in groups of gravelly knolls, form a salient feature of the landscape in some sections of the county.

The drainage features of the area may be described as extremely immature. It needs but a casual glance at the surface of the county to see that the present stream system is entirely inadequate to carry off the annual rainfall. The main drainage systems are the Skunk River, with its tributary, Squaw Creek, and Indian Creek, which flows into the Skunk River beyond the limits of the county. Skunk River, in the southern part of the county, occupies a broad, level valley and meanders widely upon its flood plain. Here it undoubtedly occupies a preglacial drainage valley, which has been filled in to a depth of 100 or more feet by glacial and fluvial material. Above Harmonies Mill, however, the valley shows more signs of youth and the river seems to be active in deepening its channel rather than broadening its flood plain. This part of its course is probably of postglacial formation.

SOILS.

Six soils were recognized and mapped in the area surveyed. Of these one type, the Marshall loam, covers over 82 per cent of the area, the remaining five types thus covering less than 20 per cent. The

SOIL SURVEY OF STORY COUNTY, IOWA. 837

names and the actual and relative areas of these soil types are given in the following table:

Areas of different soils.

Soil.	Acres.	Per cent.	Soil.	Acres.	Per cent.
Marshall loam	303,808	82.4	Marshall clay loam	8,384	2.3
Miami black clay loam	21,952	6.0	Marshall fine sand	3,072	.8
Meadow	18,048	4.9	Total	368,640
Miami clay loam	13,376	3.6			

The Marshall loam is found in every part of the area, covering about four-fifths of Story County. In general it occupies level or gently rolling prairie. Differences of more than 25 or 30 feet in elevation are rare, although in the regions of the glacial moraines small kame-like eminences occur, which rise to a considerable altitude above the surrounding prairie.

The origin, physiography, and drainage features of this soil are very intimately related to each other. The material was originally derived by glacial action at the time of the great Ice Age. In its retreat the ice sheet left a mass of debris of somewhat uneven thickness, covering the entire surface of the country. This great mass of material upon settling assumed the slightly hummocky surface which is now seen to characterize the prairie regions. The consequence was that there were innumerable little saucer-shaped depressions which had no natural outlet for the draining off of surface waters.

Natural Resources Conservation Service (NRCS) (part of USDA) established several runoff curve numbers based on soil infiltration rates. **Included below are a few relevant curve numbers, including the 58 (Meadow in good condition, Group B soils) as currently required in the Post-Construction Stormwater Management Ordinance. As previously noted, this value was based on the historic landscape of the Ames/Story County area.** Also included below are curve numbers for other conditions (which would be higher than meadow, indicating that the soils are more

compacted and runoff is more prevalent). **Another runoff curve number could be selected, however it would not reflect the historic landscape of Story County/Ames area. Since the runoff curve number is based on soils, other communities who have stormwater management requirements may use different runoff curve number requirements based on their historic landscape and soils.**

<i>Cover description</i>	<i>Curve numbers for hydrologic soil</i>			
Cover type	A	B	C	D
<i>Agricultural land use</i>				
Meadow – continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Woods:				
Poor condition	45	66	77	83
Fair condition	36	60	73	79
Good condition	304	55	70	77
Straight Row crops				
Poor condition	72	81	88	91
Good condition	67	78	85	89

The runoff curve number designated to be used for existing conditions affects the total runoff (rate and volume) able to be released from the site (into the existing storm sewer system and/or creek/river). **For example, as designated in the current ordinance, using a 58 runoff curve number will require detaining more volume for a period of time with a release slower into the public system than a site using a 71 runoff curve number, therefore a higher runoff curve number is not recommended by staff.**

OPTIONS:

Option 1. Direct staff to bring an ordinance amendment that designates a different runoff curve number (associated with a certain cover type, condition, and hydrologic soils group not native to Ames).

Option 2. Direct staff to maintain the current meadow in good condition (58) runoff curve number.

STORMWATER MANAGEMENT THRESHOLD CRITERIA:

Moved by Nelson, seconded by Corrieri, to direct staff to come back with suggestions to change 5B to make impervious cover be the same as a land disturbance at one acre to be included in the previous staff report.

The current ordinance states that stormwater requirements apply to any new development, any redevelopment disturbing 1 acre or more of land, or to any development disturbing less than 1 acreage of land if the amount of impervious cover created exceeds 10,000 square feet.

City Council should note that prior to adoption of the new Post-Construction Stormwater Management Ordinance in April 2014, all site developments were not able to increase runoff rates. With the new ordinance, sites with less than 10,000 square feet impervious became exempt from having to meet new ordinance requirements. Therefore, prior to April 2014 adoption, sites creating 10,000 sf or less were exempt from stormwater management requirements.

The following tables illustrate the increased run-off that is created by a 1 acre site as compared to run-off from a 10,000 SF site.

10,000 SF of Impervious Area TR-55 Runoff Analysis			
	24-hour Storm Event (in)	Peak Flow (cfs)	Equivalent Concrete Pipe Diameter Flowing Full at 1% slope
1-year	2.67	0.77	8 inches
5-year	3.81	1.12	8 inches
10-year	4.46	1.31	8 inches
100-year	7.12	2.10	10 inches
1 Acre (43,560 SF) of Impervious Area TR-55 Runoff Analysis			
	24-hour Storm Event (in)	Peak Flow (cfs)	Equivalent Concrete Pipe Diameter Flowing Full at 1% slope
1-year	2.67	3.36	12 inches
5-year	3.81	4.84	15 inches
10-year	4.46	5.67	15 inches
100-year	7.12	9.10	18 inches

Thus, increasing the impervious area allowed without needing to meet 5B Post Construction Stormwater Management Ordinance requirements will increase runoff from these sites and will likely increase the flash flooding potential already experienced in the Ames community. This could result in the need to replace/increase storm sewer pipe capacities throughout the community which would be reflected in an increase in the CIP budget to improve deficiencies.

OPTIONS:

Option 1. Direct staff to bring an ordinance amendment that changes the impervious threshold for meeting Chapter 5B Post Construction Stormwater Management Ordinance requirements to **1 acre**.

Option 2. **Maintain Chapter 5B** Post-Construction Stormwater Management Ordinance **as it currently exists**, thus requiring projects with impervious area of 10,000 sf or more to meet all provisions of the current ordinance.

INSPECTIONS:

Moved by Corrieri, seconded by Betcher, to ask staff to provide recommendations for alternative inspections besides a licensed plumber.

A reasonable alternative to requiring on-site stormwater management systems to meet city Plumbing Code requirements as installed by a licensed plumber, can be to require that installation meets Statewide Urban Design and Specifications (SUDAS) and City of Ames Supplemental Specifications as already adopted and used for public infrastructure construction such as storm sewer.

If this alternative is confirmed by City Council, staff would coordinate with Building Inspections and Public Works staff to implement this change, including eliminating the requirement that a licensed plumber be responsible for completing these inspections.

OPTIONS:

Option 1. Direct that stormwater management system components be constructed in accordance with SUDAS and City of Ames Supplemental Specifications, negating the need for a licensed plumber to perform inspections. Staff believes this is a reasonable change.

Option 2. Maintain the current requirement of a licensed plumber for inspecting the stormwater management system.

CITY OF AMES FARMLAND CONSERVATION BEST PRACTICES:

Moved by Gartin, seconded by Betcher, to direct staff to provide Council a report on the use of cover crops, buffer strips, and other best practices in conservation for the City-owned farmland.

A City Manager Memo has been provided to City Council.

FLOOD MITIGATION – RIVER FLOODING PROJECT UPDATE:

Moved by Gartin, seconded by Corrieri, to direct staff to provide Council a report on the status of bank stabilization on South Duff and put on future agenda.

A Major Projects Update Staff Report will be provided to City Council by the beginning of July.

RECENT COMMUNITY FLOODING UPDATE:

The City of Ames continues to experience significant flooding in the community. Some floods are result of river/creek flooding (community runoff and rain in the watershed) and other more frequent flooding (runoff from impervious areas, flash flooding, localized

flooding in neighborhoods) are the results of significant (heavy) rain fall intensities such as more than 5 inches of rain falling over a short period of time on September 22, 2016 and again on June 14, 2018.

On average, the public storm sewer system in the community is designed to accommodate flows of a 5 to 10 year rainfall intensity. A 10-year rainfall intensity would be considered when 4.94 inches of rain falls over a 48-hour period or 3.61 inches of rain falls in a 6-hour period.

On June 14, 2018, the Ames Municipal Airport weather gauge indicated that 4.25 inches of rain fell in the area between 3:30 AM and 11:00 AM. This would equate close to a 25-year intensity. Numerous residents of the north part of Ames have indicated that their rain gauges reported more like 6.8 inches of rain during that same rain event, which would equate closer to a 100-year intensity.

During the June 14, 2018 rain event, several streets were temporary closed due to flooding. Eventually, the storm sewer systems were able to catch up when the water levels receded and streets were re-opened to traffic. Additionally, that morning, numerous residents experienced water in basements due to sump pumps not being able to discharge against full capacity storm sewer pipes. Some residents and businesses experienced surface water entering through windows or doors. Other residents experienced cars being flooded in parking lot within the floodway area.

The current requirements of Chapter 5B Post-Construction Stormwater Management Ordinance are intended to mitigate these types of effects that we are experiencing in Ames. Relaxing these requirements could exacerbate the negative impacts from heavy rainfall and flooding.

If City Council selects options that result in ordinance changes, staff will bring back a revised ordinance for three readings and adoption at a future City Council meeting.

COUNCIL ACTION FORM**SUBJECT: 2017/18 SOUTH DUFF AVENUE IMPROVEMENTS****BACKGROUND:**

On June 12, 2018, City Council approved the following Report of Bids for this project and delayed the decision on awarding a contract.

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's estimate	\$1,826,387.25
Con-Struct, Inc.	\$2,374,992.00
Iowa Civil Contracting, Inc.	\$2,565,330.82

The table below is a budget summary for the project, reflecting the low bid.

	<u>Revenue</u>	<u>Expenses</u>
G.O. Bonds	\$ 576,000	
State Grants / Funds	\$ 1,400,000	
17/18 Accessibility Enhancement Program	\$ 125,000	
Unobligated G.O. Bonds	\$ 100,000	
Construction (Low-Bid)		\$ 2,374,992.00
Engineering and Administration (Estimated)		\$ 335,000.00
	<u>\$ 2,201,000</u>	<u>\$ 2,709,992.00</u>

Since that City Council meeting staff, has coordinated with Iowa DOT staff and the project design consultant to analyze if sufficient potential savings could be identified in order to proceed with contract award. Through that coordination, it has been determined that the best way to find project savings is to redesign the project for a bid letting later this fall (2018).

This strategy will result in the completion of the road improvements being delayed approximately nine months until the summer of 2019. The Developer of Brick Towne would prefer that the City Council identify additional funding now and move ahead with the completion of these improvements immediately.

ALTERNATIVES:

1. Do not award a contract for this project, but authorize staff to redesign the project and rebid it in the fall of 2018.
- 2 a. Approve an increase to the budget and final plans and specifications for this project.
- b. Award the 2017/18 S. Duff Avenue Improvements project to Con-Struct, Inc. of Ames, Iowa, in the amount of \$2,374,992.

This option will require the City Council to authorize additional funding from available fund balances.

3. Do not proceed with this project.

MANAGER'S RECOMMENDED ACTION:

Staff would prefer to work with the design consultant to identify cost savings and rebid the project in fall for early 2019 construction. Because the bids are so far above the project budget, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM#: 47
DATE: 06-26-18

COUNCIL ACTION FORM

SUBJECT: RESERVED STALLS IN DOWNTOWN MUNICIPAL PARKING LOT N

BACKGROUND:

On April 13, 2018, First National Bank (FNB) contacted City Staff with a request to create additional reserved parking stalls for their employees. FNB expressed interest in leasing fourteen parking spaces in Municipal Lot N due to its proximity to the bank. In the past, FNB had arrangements with neighboring businesses for approximately ten stalls, but due to some recent changes in the area, they have lost those stalls.

As a result of this request, staff looked at the inventory and utilization of spaces in Lot N. Currently there are 87 parking spaces in Lot N, a summary of those stalls is shown below.

<u>Type</u>	<u>Qty</u>
Metered [10/hr max @\$0.50/hr]	56
10-Minute [Free]	12
Handicap [Free]	3
Reserved [\$50/month]	16
Total	87

All the 16 reserved stalls in Lot N are currently taken, and most of the meter usage appears to occur along the stalls at the edge of the lot. There is a cluster of 14 meters in the center of the south side of Lot N that are relatively underutilized, which could be converted to reserved stalls for FNB (see map, Attachment 1). **Staff believes that those 14 stalls (Lot N stalls #61 to #74) can be converted to reserved stalls and be made available for reservation by FNB starting in July 2018 without impacting the availability of short term customer parking in this lot.**

ALTERNATIVES:

1. Direct Staff to Update the Official Parking Meter Map to show parking stall numbers 61 to 74 in Municipal Lot N as 24-hour Reserved Parking.
2. Make no changes to Municipal Lot N.

MANAGER'S RECOMMENDED ACTION:

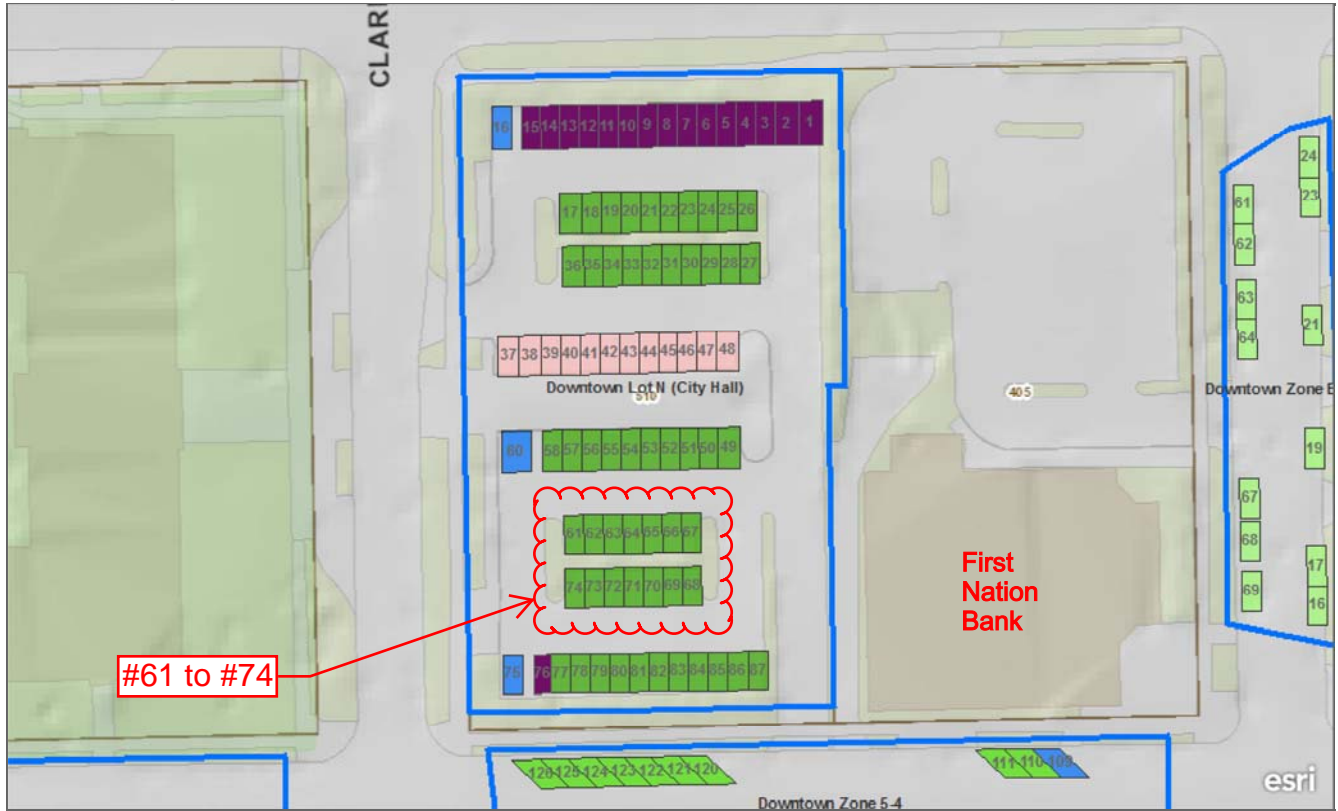
It is staff's understanding that several FNB employees are currently using the metered parking in Lot N. This change would clarify that use and improve the revenue of Lot N.

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

It is important to note that the reserved parking agreement will only be for a month to month basis. Therefore, should a need arise in the future for more metered parking spaces, this agreement can be cancelled.

Attachment 1: Lot N

Ames Parking



Ames Parking maps

100ft
City of Ames, IA

COUNCIL ACTION FORM

**SUBJECT: RELEASE OF SECURITY FOR THE DEERY SUBDIVISION
DEVELOPMENT AGREEMENT**

BACKGROUND:

In October of 2012, the City entered into an agreement with Deery, Deery, and Deery, LLC for the development of the Deery subdivision along SE 16th Street. The agreement provided for three years of 100 percent abatement of taxes for the improvements at the Deery Brothers auto dealer site, contingent on the developer making certain flood mitigation improvements.

The agreement included a requirement for the developer to provide security against the agreement in the form of a \$300,000 letter of credit, which the City could draw against for abated taxes if certain conditions were not met. The agreement allows for City staff to review the required security each year and reduce the amount based on progress against the agreement. The agreement requires for the security to be released at the end of the final year of abated taxes if all terms of the agreement are met. The final year of abated taxes is FY 2018/19.

The developer has met all the terms of the agreement and has requested that the security be released. The terms related to release of the agreement included completion of the flood mitigation requirements, and that the Finance Director determine at the end of the third full year of abatement that the City portion of abated taxes did not exceed the cost for the developer to make flood mitigation improvements. The flood mitigation requirements have been accomplished, and with the tax rate and valuation set for FY 2018/19, staff was able to determine that the City portion of abated taxes is less than the cost of the flood mitigation improvements. **Therefore, there will be no claim against the letter of credit, and there is no need to continue the requirement and for the developer to incur the cost to maintain the security.**

Since the original agreement called for release of security at the completion of the final year that taxes were abated or June 30, 2019, the release of the security prior to that date will require Council action.

ALTERNATIVES:

1. Adopt a resolution approving the full release of security for the Deery Subdivision development agreement.

2. Do not approve the release of security. Per terms of the agreement, City staff will administratively reduce the security requirement and not fully release the security on June 30, 2019.

MANAGER'S RECOMMENDED ACTION:

All terms of the agreement related to the abatement of taxes for the Deery Subdivision Development have been met. City Staff had determined that no claims will be made against the security held against the agreement.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby adopting a resolution approving the full release of security for the Deery Subdivision development agreement.

It is important to note that the Developer agreement will remain in full force even with this release of security.

Staff Report

**REQUEST TO INITIATE LAND USE POLICY PLAN MAP AMENDMENT AT 113
NORTH DAKOTA AVENUE**

June 26, 2018

BACKGROUND:

John Litzel, Trustee of the John & Constance Litzel Revocable Trust requested initiating an amendment to the Land Use Policy Plan designation from Low-Density Residential to Highway-Oriented Commercial for a 1.6 acre property. (Attachment 1) The property is currently zoned RL, (Residential Low-Density) which allows for single-family dwellings. Mr. Litzel would like to seek a rezoning of the property to HOC, (Highway-Oriented Commercial).

The site was previously developed as a single-family residence that was demolished in 2017 after damage from a fire. The site has been zoned residential since it was annexed into the city in 1962. The site has significant grade changes sloping downward to the north and there are a substantial number of existing trees on the site. This site only has access North Dakota and does not have frontage along Lincoln Way.

The Land Use Policy Plan (LUPP) map (Attachment 2) shows this particular site as Low-Density Residential, with Low-Density Residential to the north, west, and southeast. The current Low Density designation reflects the existing pattern of use immediately adjacent of the site with single family residential located to the north and west. The Lincoln Way Corridor Plan did not address the site because it was located off of Lincoln Way. The City has no LUPP policies for expansion of commercial areas that address this area as the LUPP directed new commercial development to either existing areas or to new nodes.

The City Council needs to determine whether to initiate the amendment request, and, if initiated, whether it should be classified as a Minor or Major Amendment. . (See Attachment 3 for excerpt of LUPP criteria for classifying an amendment.) A Major Amendment is based on the scope of the change from one use to another and involves discussion of use options and a mandatory outreach process. The Major Amendment process would likely have a duration of approximately six months. A Minor Amendment is focused one type of use and a smaller scope of change without a mandatory outreach process. **Staff believes a neighborhood meeting is appropriate as part of any choice on an amendment process due to significant difference in prior use to what is proposed.** Staff would reach out to the abutting property owners to discuss their interests as part of any amendment process.

STAFF COMMENTS:

The property owner believes the site is desirable for commercial uses due to its size and proximity to a major intersection. There are also three abutting vacant properties along Lincoln Way that could be reviewed as well if an amendment is initiated. In the event the amendment is not initiated or approved, the site could be subdivided to create single-family home lots with shared access to North Dakota.

Changing the use to commercial would result in intensification of the site. The City has no LUPP policies for expansion of commercial areas that address this area as the LUPP directed new commercial development to either existing areas or to new nodes. **Any amendment process would have to consider consistency with our overall commercial policies in addition to the proposed development and use of the individual site. Depending on the scope of the change and size of area it would meet the threshold of classifying the change as a Major Amendment.**

The proposed request is one of a few recent requests to create new small commercial sites in or adjacent to residential areas. The City's current policies promote concentrating commercial areas together to create destinations and to avoid "strip commercial development." In this area, there is available commercial land and built space to the east at Dotson Drive that was the focus of the Corridor Plan to support development in this area, primarily for commercial retail uses.

Making this site commercial allows for a wide range of commercial uses of the property. A complete evaluation of utilities and traffic would be necessary as part of the review of the change. An assessment of site conditions for existing trees and drainage would also be appropriate to assess buildable area of the site. A Land Use Policy Plan designation of Highway Oriented Commercial would allow different commercial zoning districts to be evaluated at the time of rezoning, such as Neighborhood Commercial or Highway Oriented Commercial. If the area was designated as a Convenience Commercial Node, the implementing zoning could include Convenience Commercial, Neighborhood Commercial, or Convenience General Service.

OPTIONS:

Option 1- No Change

If the Council finds no current LUPP policy to support evaluating the area for commercial uses or that the current residential designation is appropriate, then no further action on the request is needed.

Option 2 - Minor LUPP Amendment

If Council finds there could be merit to this site individually, or in combination with the other three adjacent properties owned by Dakota Glenn LC, as a commercial area, Council could allow the applicant to proceed with direction regarding what properties to

include in the request. If Council desires to include the additional three properties, a decision should be made if the property owner is required to be a co-applicant.

This process should include direction to hold a neighborhood meeting prior to a Planning and Zoning Commission and City Council hearing on the amendment itself. This process would proceed through the review process without additional Council review until there is a recommendation from the Planning and Zoning Commission and a need for a final decision.

Option 3 - Major LUPP Amendment

Due to the significance of the proposed change for low density residential to commercial and the potential for it to include additional vacant lands, the amendment could be classified as a Major Amendment. Staff would work with the applicant on different land use options and include a neighborhood meeting prior to reporting back the Council on a preferred option. Once a preferred option is selected, the public hearing review process would begin.

Attachment 1



Brian D. Torresi
BrianTorresi@davisbrownlaw.com
phone: 515-246-7860
Ames Office

April 19, 2018

The Honorable John Haila, Mayor,
Diane Voss, City Clerk, and
Members of the Ames City Council
City of Ames, Iowa
515 Clark Ave.
Ames, IA 50010

Re: Land Use Policy Plan ("LUPP") Amendment
113 North Dakota Avenue, Ames, Iowa (the "Property")

Dear Mayor Campbell, Ms. Voss, and
Members of the Ames City Council:

We represent John R. Litzel, Trustee of the John and Constance Litzel Revocable Trust dated April 10, 2012 ("Litzel") and hereby request, on behalf of Litzel and in accordance with Section IV(1) of Appendix C of the LUPP, an amendment to the LUPP with respect to the Property. Specifically, Litzel is requesting that the LUPP be amended with respect to the Property to change the classification and/or identification thereof from "RL - Low-Density Residential" to "HOC - Highway-Oriented Commercial" ("HOC"). Accordingly, Litzel hereby requests the Ames City Council to refer this matter to the Department of Planning and Housing and seeks permission to file a formal application for the proposed amendment once the Ames City Council determines if this would be a minor or major amendment to the LUPP. We believe the requested amendment is appropriate due to the size and location of the Property viewed in light of the fact that the properties on the three (3) corners at the nearest intersection to the Property, as well as many of the surrounding properties, are currently classified as either "RH - High-Density Residential" or HOC. We appreciate your cooperation with and support of this matter.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

Brian D. Torresi

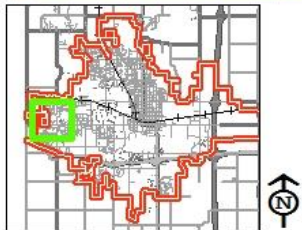
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Attachment 2 LUPP MAP



113 North Dakota Avenue

Attachment 3-LUPP Excerpt Appendix C

II. AMENDMENT TYPES

Amendments of the LUPP are defined as major or minor, more specifically defined as follows:

1. **Major Amendments.** These include any amendment that is either a *change* to current goals and policies, or that is *inconsistent* with current goals and policies.
2. **Minor Amendments.** These include changes determined by the Council to be of minor consequence. Examples might include:
 - a. Shifting the boundary of a land use designation to account for existing site conditions and/or lot configurations.
 - b. Changing a land use designation to a related type of land use designation, as follows:
 - i. Residential to next level intensity residential.
 - ii. Non-neighborhood commercial to another type of commercial.
 - iii. Commercial node to another type of commercial node.
 - iv. Industrial to next level intensity industrial.
 - v. Any change which the Council determines necessary to address an immediate public need or to provide broad public benefit, and which is determined by the City Council to further the current vision, goals and objectives of the Land Use Policy Plan.

V. REVIEW CONSIDERATIONS

When reviewing major and minor proposed amendments to the Land Use Policy Plan, consideration should be given to whether or not the proposed amendment is consistent with the *Goals for a New Vision* described in the Land Use Policy Plan. These goals, and the related objectives below each goal, should apply to review of both minor and major amendments. In addition to these, it is also helpful to consider for major amendments:

1. City resources, including staff, budget, utilities, transportation, parks and/or schools, necessary to implement the proposed amendment.
2. The City's ability to provide the full range of public facilities and services at the planned level of service, or if the proposal will consume public resources otherwise needed to support comprehensive plan implementation strategies.
3. How the proposal relates to current land use allocations and growth projections that are the basis of the comprehensive plan.
4. Compatibility of development allowed under the proposal amendment with neighboring land uses and surrounding neighborhoods, if applicable.
5. Affects of the proposed amendment on historic resources or neighborhoods, or the City's general sense of place.
6. The cumulative impacts of the proposed amendment, in combination with other proposed or recently approved amendments.

COUNCIL ACTION FORM

SUBJECT: **INTERRUPTIBLE ELECTRIC OPTION**

BACKGROUND:

Electric Services is responsible for providing electricity to the majority of the City's residents and to parts of Iowa State University on a wholesale and retail level. As an electric utility, the Ames Municipal Electric System (AMES) strives to provide reliable and secure service to its customers at the best possible price.

AMES traditionally establishes ongoing operating plans using a "supply-side management" philosophy. Not only does the electric utility need to meet ever-changing energy needs on a minute by minute basis, but it is required by the Midcontinent Independent System Operator to meet the hourly maximum peak demand requirement plus a 7-10% margin of reserve.

As demand has continued to grow through the years, the City's energy and capacity needs were met through multi-year power-supply contracts and through construction of new generation. New generation is expensive to build and affects the rates paid by AMES customers. The City's last base generating unit was installed in 1982 and the last peaking generating unit in 2006.

In 2007 the City Council also embarked on a progressive approach to keep rates stable by delaying the need to expand generation capacity by initiating a demand-side-management (DSM) program. Through incentives and rebates, the AMES began to help customer accelerate the replacement of older, less efficient equipment, appliances, and lights with new ones that use less energy. As a result of these programs, it is estimated that the City's projected peak demand has been reduced by over 21 megawatts, and 33,000,000 kilowatt hours of energy has been saved. More importantly, the success of the DSM program has eliminated the need for the next generating unit originally outlined in the 2007 CIP with its associated large capital expenditure.

While the City's DSM program remains effective in slowing electric demand growth, a new peak of 130.6 megawatts was set in July, 2012, and came close again in August 2013 with a peak load of 130.2 megawatts. The maximum demand in 2014 would again have been close to the 130 megawatt-or-greater level had it not been for a cool summer and process changes by the utility's largest customer. So far in 2018, the City has experienced a peak of 122.1 Mw; the second highest on record in the June time frame. If we again start setting new, increasing peak loads, future CIPs will again include a project to add additional generation capacity to meet expected demand growth.

In order to reduce or control peaks and to delay the need for added capacity, many larger utilities across the country modify their electric rate designs. The City does this today on a very limited basis. AMES electric rates are different between the summer season and the rest

of the year. This is done in part because Ames is a summer peaking utility and energy is more expensive when air conditioning is needed.

Through a new interruptible program, the AMES could work cooperatively with our largest, industrial customers to reduce consumption during the peaking window of 4:00 pm to 8:00 pm on our highest load days. The utility and the community would benefit when large electric users are encouraged to reduce their demand during peak hours of a day on peak days of a year.

An interruptible program is a pricing strategy whereby AMES would lower the demand cost in the summer for those willing to reduce energy consumption to a predetermined level when called to do so. If a customer does reduce load when called, additional savings to the customer can be realized. Failure to interrupt will cause a demand penalty to be imposed on the customer. Interruptible pricing will allow AMES to better control costs and mitigate any negative system impacts related to times of peak demand.

Having done extensive exploration and analysis of potential Interruptible rates with one of the likely participants, staff is now recommending that a pilot program be implemented for the City's Industrial Rate customers using an interruptible rate. The Industrial Rate customers include Amcor, 3M, Danfoss, MGMC, and the College of Veterinary Medicine. Use of this rate would not be mandated for any customer, but would be optional.

Electric Services staff has worked with Amcor, the City's largest Industrial Rate customer, to develop a TOU rate that Amcor is willing to be subject to through a pilot period. The basic components are shown in the attachment at the end.

The following estimated revenue impacts would occur with implementation of this rate. Assuming there is a 2,000 kW peak reduction as a result of the rate, the utility's corresponding revenue would decrease by \$20,800. This loss of revenue could be offset in a combination of two ways. First, as a form of demand side management, some or all of the lost revenue could be credited toward the existing DSM budget. The current Council approved DSM budget for FY 18/19 is \$1,200,000. Second, the reduction of the City's peak would delay the need for new generation and a large capital expenditure. If the reduction delayed a \$25,000,000 expenditure, that would equate to roughly a \$390,000 annual avoided cost.

The proposed rate addition would not alter existing Municipal Code Chapter 28, Section 28:108, Industrial Electric Rates and Charges, but would add an optional Interruptible incentive under the TOU rate in the Code. It is intended that this rate addition be optional and only be offered to Industrial Rate customers within Electric Services' service territory. Advanced metering and individual billing calculations are required, which currently limit the ability to cost effectively apply this to smaller customers at this time. The Optional interruptible incentive to Industrial Electric customers would be offered for 24 months, so it can be evaluated for system and revenue impacts and for utility and customer efficiency. The rate would expire after the 2021 summer billing season. **The pilot period would thus extend through two summer seasons. Should the optional Interruptible incentive be deemed beneficial after that time, staff would approach Council seeking authority to make this a permanent part of the Municipal Code.**

Attached is the program design which would be finalized with the customer and attached to a Memo of Understanding. In Appendix H to the Ames Municipal Code (the electric utility's tariff), Section 2.4(5) states that "The utility may supply power service pursuant to provisions of a special contract...where the type, quantity or use of service is so unusual that none of the classes of service as aforesaid are applicable, in the judgment of the governing body." Since this is an "unusual" use of service, outside our normal classes of service, the Electric Services may enter into such a contract with Council approval.

ALTERNATIVES:

1. Allow the Director of Electric Service to establish an Interruptible Rate program for Industrial customers for a 24-month trial period. Grant authority to the Director to sign a Memo of Understanding with participating Industrial customers.
2. Refer back to staff with direction to develop an alternative rate structure. Depending on the complexity of the desired rate structure, this action would likely delay implementation of an interruptible rate for 2018 and result in not having a rate induced method for assisting in the control of electric demand for this year's summer peak season.
3. Do not approve the addition of a TOU rate into the Municipal Code at this time.

MANAGER'S RECOMMENDED ACTION:

The City's electric utility does an excellent job in meeting the electric needs of its customers and tempering rate increases. Through demand side management programs, customers are encouraged to use less electricity by replacing older equipment with more energy efficient equipment.

The next step in energy conservation and peak usage control is specialized rates that more closely align wholesale costs and retail consumption. A pilot study using an Interruption feature will allow staff to determine the benefits and costs for both the individual customer using the rate and for all electric customers served by the City.

Normally staff would ask the City Council to vote on an ordinance change. However, the interruptible rate option is only available to the 5 Industrial customers, with only one, Amcor, who has opted into our Time-of-Use rate. Further, swift action is needed in order for a program to be in place and for the industrial customer who chooses the interruptible rate option to make necessary advance arrangements prior to this summer's peaking season.

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

CITY OF AMES ELECTRIC SERVICES INDUSTRIAL INTERRUPTIBLE POWER SERVICE RATE

Availability

Service under this rate shall be available within the corporate limits of the City of Ames, Iowa for industrial customers with monthly demands of 2,500 Kilovolt-Amps (KVA) or greater. Service under this rate schedule is interruptible and customers must agree to interrupt electric service as provided under these interruptible rate rules established by Electric Services.

Availability is subject to the following General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

1. A minimum interruptible load of 500 kVA is required to qualify for interruptible service.
2. Electric Services shall verify Customer compliance with this requirement through the use of customer-specific interval demand meters.
3. Any customer eligible for the interruptible rate who wishes to participate shall establish an interrupt amount based on their previous 12 monthly rolling KVA demand.
4. The interrupt amount shall be agreed upon by the customer and City of Ames Electric Services.
5. Customer shall be given a minimum of 4 hours notification on the day of interruption. If, the customer is given less than a 4 hour notice, customer will make best efforts to interrupt.
6. Interruptions are to begin no earlier than 3:00 pm, Monday – Friday.
7. Customer must interrupt at the agreed upon elected amount between the hours of 3:00 pm and 8:00 pm, or shorter direction as determined by the City.
8. Customer shall not be interrupted on more than three consecutive days.
9. Customer credits for participating in the interruptible rate shall be applied to the customer's bill for the months of June, July, August, and September. These correspond to the bills mailed out in July, August, September and October.
10. Customer participation credits are applied irrespective of their receiving a request to interrupt.
11. Any customer on this rate will be given a credit of \$2.60 per elected kVA as a participation incentive. This credit is representative of the difference between the actual KVA demand charge and the elected KVA charge. This credit is applied during summer peak months of June, July, August, and September regardless of actual interrupt requests.
12. In addition to the participation credit outlined above, a customer will be given a compliance credit of \$2.60 per elected KVA for successfully lowering their demand by at least the amount of the elected kVA.
13. In the event a participating customer is unable to interrupt load a non-compliance penalty in the amount of \$12.00 per KVA for each KVA of demand over the established election amount will be charged.
14. Example:
 - Customer agrees to interrupt 2 megawatts (MW) when asked.
 - Monthly credit for participation = \$5,200 (2,000 KVA x \$2.60 = \$5,200).
 - Monthly credit for actual interruption = \$5,200 (2,000 KVA x \$2.60 = \$5,200).
 - Customer interrupts 1 MW. Monthly penalty for non-compliance = \$12,000 (1,000 KVA x \$12.00 = \$12,000).

Energy Rate Adjustment

This Electric Rate is subject to the Fuel Adjustment Clause contained in Section 28.102 of the City of Ames Municipal Code.

State and Local Taxes

All Industrial customers are subject to appropriate State and Local Taxes.

Billing Demand

The billing demand for each month shall be the greatest of the following amounts in kilowatts:

1. Highest average actual demand during any period of 15 consecutive minutes in that month; or,
2. Seventy-Five (75) percent of the highest actual demand occurring in the most current billing months of June, July, August, or September.

Unauthorized Use Charge

During any period that Electric Services interrupts electric service, any customer using electricity shall be subject to a non-compliance penalty in the amount of \$12.00 per KVA for each KVA of demand over the established election amount. Such charge shall be in addition to any charges otherwise payable to Electric Services of electric service under this rate schedule. The payment of this unauthorized use charge shall not be considered as a substitute for any other remedy available to Electric Services, including, but not limited to, reduction of service.

Power Factor Adjustment

Customer demand charges shall be assessed using a Kilovolt-Amp (KVA) calculation and will include a Power Factor charge representative of the monthly peak measured Power Factor less than 100%. The power factor shall be the kW demand divided by the coincident Power Factor expressed as a percentage, for the peak 15-minute interval during the billing month.

Monthly Charges:

Component	Base Rate	Interruptible Option
Service Charge	\$156	\$250
Summer Demand Charge/KVA	\$10.40/kVA	\$7.80/Elected kVA
All Winter Demand Charges/KVA	\$7.80/kVA	\$7.80/kVA
Summer Energy Charge/kWh	\$0.0644/kWh	\$0.0644/kWh
Winter Energy Charge/kWh	\$0.0644/kWh	\$0.0644/kWh
Summer Demand Charge if actually interrupted		\$5.20/Interrupted kVA
ECA	Monthly ECA	Monthly ECA

COUNCIL ACTION FORM

**SUBJECT: 2017/18 LOW POINT DRAINAGE IMPROVEMENTS – RIDGETOP ROAD
(130’ WEST OF VALLEY VIEW ROAD)**

BACKGROUND:

The Low Point Drainage Improvements program is an annual program for decreasing flooding at low points in the city. This program focused on those residential street locations most in need of the improvements as affected by standing water, flooding and insufficient pipe capacity. The program identifies core locations for improvements each year. **The location for this project is on Ridgetop Road approximately 130 feet west of Valley View Road.**

The 2017/18 project location identified in the Capital Improvements Plan is the drainage area of Northridge Parkway Subdivision 17th Addition, which responds to reports of severe flooding by the residents at 3515 and 3519 Valley View Road. The project consists of installing a 42-inch reinforced concrete pipe under Ridgetop Road approximately 130’ West of Valley View Road. After careful investigation, it was determined that this additional 42-inch reinforced concrete pipe will decrease the risk of flooding during heavy rain events. Allowing storm water to drain faster and more efficiently to the intended drainage basin north of Ridgetop Road.

Project informational meetings were held on site with the affected residents and the leader of the home owner’s association. These meetings were to hear the observations and concerns of the residents and to discuss the information learned from investigating how the storm water drains in this particular area. The affected residents were pleased to understand how this project will decrease their risk of flooding in the future.

On June 20, 2018 bids for the project were received as follows

Bidder	Base Bid Amount
Engineer's Estimate	\$ 78,656.00
Ames Trenching & Excavating, Inc.	\$ 68,888.88
Rochon Corporation of Iowa, Inc.	\$ 75,730.00
Jet Drain Services	\$ 77,457.45
Keller Excavating, Inc.	\$ 82,029.70

Estimated costs associated with this project include:

<u>Revenues</u>	
<u>Fund</u>	<u>Amount</u>
Storm Sewer Utility Fund	\$200,000.00
Total	\$200,000.00

<u>Expenses</u>	
<u>Activity</u>	<u>Amount</u>
Design/Administration	\$ 10,333.33
Construction	\$ 68,888.88
Total	\$ 79,222.21

ALTERNATIVES:

- 1a. Accept the report of bids for the 2017/18 Low Point Drainage Improvements – Ridgetop Road (130’ West of Valley View Road).
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2017/18 Low Point Drainage Improvements – Ridgetop Road (130’ West of Valley View Road) to Ames Trenching & Excavating, Inc., of Ames, Iowa, in the amount of \$68,888.88.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By accepting the report of bids, approving final plans and specifications and awarding the project, construction will begin in summer/fall 2018, and will improve the drainage to adjacent properties.

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

COUNCIL ACTION FORM

SUBJECT: 2016/17 ARTERIAL STREET PAVEMENT IMPROVEMENTS – WEST LINCOLN WAY (COUNTY LINE ROAD – 980’ EAST OF COUNTY LINE ROAD)

BACKGROUND:

This annual program utilizes current repair and reconstruction techniques to improve arterial streets with asphalt or concrete. These pavement improvements are needed to restore structural integrity, serviceability, and rideability. Targeted streets are reaching a point of accelerated deterioration. By improving these streets prior to excessive problems, the service life will be extended. **This project will replace the existing worn out pavement surface on West Lincoln Way by milling off 5.5 inches of existing asphalt pavement and replacing it with 5.5 inches of new hot mix asphalt.**

On June 20, 2018, bids for the project were received as follows:

Bidder	Base Bid Amount
Engineer's Estimate	\$ 189,574.00
Manatts Inc	\$ 180,765.95

Estimated costs and funding associated with this project include:

<u>Revenues</u>		<u>Expenses</u>	
Fund	Amount	Activity	Amount
G.O. Bonds	\$345,000.00	Design/Administration	\$ 27,114.89
		Construction	\$180,765.95
Total	\$345,000.00	Total	\$207,880.84

ALTERNATIVES:

- 1a. Accept the report of bids for the 2016/17 Arterial Street Pavement Improvements Project.
- b. Approve the final plans and specifications for this project.
- c. Award the 2016/17 Arterial Street Pavement Improvements Project to Manatts Inc. for the amount of \$180,765.95.
2. Do not proceed with this project.

MANAGER'S RECOMMENDED ACTION:

Proceeding with this project will make it possible to provide better service for all residents of these arterial streets. The rideability will be greatly improved while extending the life and reducing the maintenance on this roadway.

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

COUNCIL ACTION FORM

SUBJECT: **2007/08 SHARED USE PATH SYSTEM EXPANSION
 (BLOOMINGTON TO ADA HAYDEN)**

BACKGROUND:

This program provides for construction of shared use paths on street right-of-way, adjacent to streets and through greenbelts. The Transportation Plan identifies those paths that separate bicycle traffic from higher-speed automobile traffic. **The location for construction of a shared use path with this project is along US Highway 69 right-of-way between Bloomington Road and Calhoun Park.**

Since this project funding source includes Iowa Department of Transportation (DOT) Transportation Enhancement (TE) funds, the project must follow Iowa DOT letting policies and be let by the Iowa DOT. On June 19, 2018, bids for the project were received as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's Estimate	\$357,686.00
Elder Corporation	\$385,000.00
Vieth Construction Corporation	\$387,462.75
Peterson Contractors Inc.	\$417,393.82
Con-Struct, Inc.	\$438,638.20

The following table summarizes the funding sources, funding distribution, and expense breakdown for this project.

Activity	Expenses	Revenue
Engineering & Administration	\$100,000	
Construction	\$385,000	
Local Option Sales Tax		\$177,928
TE Funds (80% of Construction, up to \$320,000)		\$308,000
TOTAL	\$485,000	\$485,928

ALTERNATIVES:

1. a. Accept the report of bids for the 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden).

b. Approve the final plans and specifications for this project.

c. Award the 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden) to Elder Corporation of Pleasant Hill, Iowa, in the amount of \$385,000, contingent upon receipt of Iowa DOT concurrence.
2. a. Accept the report of bids for the 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden).

b. Reject award and direct staff to modify the project for a future Iowa DOT bid letting.
3. Do not proceed with the project at this time.

MANAGER'S RECOMMENDED ACTION:

By awarding this project, it will be possible to provide an additional connection to Ada Hayden Heritage Park for residents and visitors. Delay or rejection of awarding this project could delay the start of this shared use path system expansion until 2019.

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

COUNCIL ACTION FORM

SUBJECT: WATER POLLUTION CONTROL FACILITY PRIMARY CLARIFIER DRIVE REPLACEMENT PROJECT

BACKGROUND:

Drive assemblies on the four primary clarifiers were originally installed at the Water Pollution Control Facility in 1989. The drives were inspected in 2012 and replacement was scheduled for FY 2018/2019.

On May 8, 2018, Council issued a notice to bidders. Bids were opened on June 13, 2018. Three bids were received and are summarized below.

Bidder	Base Bid	Bid Alternate add	Total Price
Woodruff Construction, LLC	\$215,730	\$19,000	\$234,730
Weidner Construction, Inc.	\$283,583	\$31,600	\$315,183
Minturn, Inc.	\$333,400	\$24,000	\$357,400
<i>Engineer's Estimate</i>	<i>\$420,000</i>		<i>\$420,000</i>

The project was bid with the base bid to replace four clarifier drives. Woodruff is the lowest responsible bidder and the bid came in below budget. The bid documents requested additional pricing (in the form of a bid alternate) for straightening and realigning the scraper arm on each clarifier. Staff also recommends accepting the bid alternate in the award. The FY 2018/19 CIP includes \$510,000 for this project.

ALTERNATIVES:

1. Award the primary clarifier drive replacement project at the City's Water Pollution Control Facility to Woodruff Construction, LLC of Ames, Iowa for the Base Bid plus Bid Alternate in the amount of \$234,730.
2. Award the primary clarifier drive replacement project at the City's Water Pollution Control Facility to one of the other bidders.
3. Do not award a contract at this time.

MANAGER'S RECOMMENDED ACTION:

The replacement of these four primary clarifier drives has been identified in the Capital Improvements Plan, and replacing the drives will improve the operational reliability of the Water Pollution Control facility. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.