

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
SEPTEMBER 11, 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 p.m.

PROCLAMATION:

1. Proclamation for “School Attendance Awareness Month,” September 2018

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

2. Motion approving payment of claims
3. Motion approving Minutes of Special Meeting of August 21, 2018, and Regular Meeting of August 28, 2018
4. Motion approving Report of Change Orders for August 16 - 31, 2018
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Corner Pocket/DG’s Taphouse, 125 Main St.
 - b. Class C Liquor & Outdoor Service – Grandpa Noodle Gallery, 926 S. 16th Street
 - c. Class B Liquor, Catering, & Outdoor Service – Hilton Garden Inn Ames, 1325 Dickinson Avenue
 - d. Class C Liquor & Catering – Whiskey River, 132-134 Main Street
6. Request from Campustown Action Association for Crafts & Draughts on October 6, 2018:
 - a. Motion approving 5-day (October 6-11) Special Class B Beer & Outdoor Service for A&R Marketing
 - b. Motion approving blanket Temporary Obstruction Permit on Welch Avenue from Chamberlain Street to Hunt Street from 7:00 a.m. to 7:00 p.m.
 - c. Resolution approving waiver of electricity costs for the 200 block of Welch Avenue, including the Campustown Court area
 - d. Resolution approving the closure of 8 parking spaces and waiver of parking meter fees on Welch from 8:00 a.m. to 6:00 p.m.
 - e. Motion approving blanket Vending Permit on Welch Avenue from Chamberlain Street to Hunt Street
 - f. Resolution approving a waiver of fee for the blanket Vending Permit
7. Motion approving ownership change for Class B Wine, Class C Beer License for Fareway

Stores, Inc. #386 - 619 Burnett Avenue

8. Motion approving ownership change for Class B Wine, Class C Beer License for Fareway Stores, Inc. #093 - 3619 Stange Road
9. Resolution approving, with conditions, Encroachment Permit for brick columns at 3109 Balsam Circle
10. Resolution setting date of public hearing as September 25, 2018, on a proposal to enter into SRF Sanitary Sewer Revenue Loan and Disbursement Agreement
11. Resolution reauthorizing the GIS Software Enterprise Licensing Agreement with Environmental Systems Research Institute of Redlands, California
12. Resolution approving contract and bond for WPC Facility Clarifier Launder Cover Project
13. Resolution approving partial completion of public improvements and reducing security for Quarry Estates, 2nd Addition
14. Resolution approving Plat of Survey for 1801-20th Street and 2008-24th Street (Northcrest) and acceptance of right-of-way dedication
15. Resolution approving Plat of Survey for 2800, 2820, 2902, and 2920 E. 13th Street

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 three minutes.

ADMINISTRATION:

16. Resolution approving Endorsement of Iowa Economic Development Authority application for financial assistance for 3M, with no local match requirement

WATER & POLLUTION CONTROL:

17. Motion approving the concept of accepting hauled waste from Burke Corporation and directing staff to develop a written Treatment Agreement

PLANNING & HOUSING:

18. Staff Report regarding request by Barilla to allow for missing infrastructure deferral
19. Motion initiating the annexation request by Friedrich for 108 acres lying west of George Washington Carver Avenue and south of Cameron School Road

PUBLIC WORKS:

20. South Grand Avenue Extension Project:
 - a. Resolution approving Purchase Agreement with Double DRS, LC, for land acquisition at 299 South 5th Street

HEARINGS:

21. Hearing on Lease Agreement with Deere & Company for approximately 53.03 acres of City land located along S. Riverside Drive, directly west of the Ames Municipal Airport:

- a. Resolution approving Ten-Year Lease
- 22. Hearing on Vacation of Utility Easements at 1801-20th Street and 2008-24th Street (Northcrest):
 - a. Resolution vacating seven Sanitary Sewer, Water Main, Storm Sewer, and Electric Easements
- 23. Hearing on Power Plant Maintenance Services:
 - a. Resolution approving final plans and specifications and awarding contract to TEI Construction Services, Inc. of Duncan, South Carolina, for hourly rates and unit prices bid, in an amount not-to-exceed \$90,000

ORDINANCES:

- 24. Second passage of ordinance revising parking regulations on McKinley Drive
- 25. Third passage of and adoption of ORDINANCE NO. 4369 rezoning 1801-20th Street and 2008-24th Street (Northcrest) from High-Density Residential (RH) to Planned Residence District (F-PRD)

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

CLOSED SESSIONS:

- 26. Motion to hold Closed Session as provided by Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy
- 27. Motion to hold Closed Session as provided by Section 21.5(1)c, *Code of Iowa*, to discuss matters presently in or threatened to be in litigation

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 JOINT MEETING OF THE AMES CITY COUNCIL
AND AMES HUMAN RELATIONS COMMISSION AND
SPECIAL MEETING OF THE AMES CITY COUNCIL**

AMES, IOWA

AUGUST 21, 2018

**JOINT MEETING OF THE AMES CITY COUNCIL AND
AMES HUMAN RELATIONS COMMISSION**

The Joint Meeting of the Ames City Council and Ames Human Relations Commission was called to order by Mayor John Haila at 6:00 p.m. on the 21st day of August, 2018, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. City Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson were present. *Ex officio* Member Allie Hoskins was also present. Representing the Ames Human Relations Commission (AHRC) were Wayne Clinton, Joel Hochstein, and Liming Pals.

Mayor Haila said Council invited representatives from Iowa State University (ISU) and the Ames Community School District to the meeting. Reg Chenn Stewart, Vice President for Diversity and Inclusion at ISU introduced himself and two colleagues, Nicci Port and Adrienne Lyles, also of ISU Diversity and Inclusion. Assistant City Manager Brian Phillips said two members of the Commission recently resigned due to personal commitments. He explained that the AHRC Annual Report was presented to City Council on May 8, 2018 and Council decided to have a dedicated meeting to discuss the Commission and its work. Mr. Phillips said this workshop is an opportunity to discuss the Commission as it relates to the community. Mr. Gartin asked how long each member has served. Mr. Clinton said he has served three months this term, and another term 26 years ago. Mr. Clinton said a lot has changed in how the Commission operates and he sees this as a good opportunity to get a clear vision from the Council regarding the Commission. Mr. Hochstein said he has been a member for almost two years and during this time he has wondered about the Commission's purpose, and would like to have some questions answered. Ms. Pals said she has been a member for four months.

Mayor Haila asked Mr. Phillips to begin the discussion on the purpose of the Ames Human Relations Commission (AHRC). Mr. Phillips said state law requires cities over 29,000 residents to have a civil rights commission or human rights commission. Mr. Phillips said the Iowa Civil Rights Commission (ICRC) handles complaints against individuals or organizations that have been accused of discrimination. He said the City of Ames has a process built into Chapter 14 of the Municipal Code that outlines the protected classes, but it does not provide detail about the procedures of investigating a complaint. Mr. Phillips told the Council that in addition to the Ames Human Relations Commission Members, there are also Investigative and Conciliation Officers and Hearing Officers. He said the investigative and conciliation officers are required to find facts and report to hearing officers, who are required to be educated in law and determine if there was probable cause of discrimination. Mr. Phillips said in the last few years there have not been many formal complaints filed through the City Manager's Office. Since 1994, the City has had an agreement with ICRC that's renewed each year where the local commission acts as an intake office for complaints. He said as an intake office, staff in the City Manager's Office assists individuals in finding the appropriate forms and submitting them to ICRC. Mr. Phillips said in the past 3-4 years that's been the primary method of working with discrimination cases since the state has the resources to handle the complaints.

Mayor Haila said no additional nominations have been made for Investigative and Conciliation Officers and Hearing Officers because those officers have not been actively meeting for some time. He said it is not required by law to have those additional officers. He said input is needed from City Council. Mr. Phillips said the agreement with ICRC formalizes the process that has been in place since about 1994 where if local officers are not available, the case is referred to the state. In the recent past all complaints have been sent to state because of the low number of inquiries locally. He said there are about 3-4 times per year that he has assisted someone with filing a discrimination report with ICRC.

Mr. Phillips said there are 26 local commissions in Iowa and 12 of them send complaints directly to ICRC. He said state law requires a commission but doesn't require local investigation. If a case is investigated by the state it will be investigated according to state law, but if a case is investigated locally, stricter guidelines could be enforced than the state law. If the City desired to enforce stricter laws, there would need to be an investment in the training, process, and appointing those positions and then management of that process. He said there are tradeoffs with either scenario. Mayor Haila asked for an example. Ms. Port said state law recognizes gender identity but does not recognize gender expression. Mr. Martin said an ordinance would need to be created if the City desired to add protections. The group concurred.

Ames Community School District (ACSD) Superintendent Jenny Risner, ACSD Human Resources Director Lisa Negus, and ACSD Director of Student Services Anthony Jones entered the meeting.

Mr. Clinton wondered if the number of local complaints is so low because people don't believe complaints are locally investigated. He said he frequently hears of incidents that could be discrimination but those events are not brought forth for investigation. He said it's great there is a low number of cases, but he's concerned there are feelings and attitudes out there making people reluctant to come forward and if so, he wonders the community could be educated on the resources available. Mr. Clinton said part of the goal is education and outreach. Ms. Corrieri said when she was on the Commission there was an anonymous bias incident form for situations that were not going to result in a formal complaint, but could be used for reporting and tracking reasons. She said there were technological issues with the form so it was discontinued. She said from her experience on the Commission, it's very difficult for local volunteers without special training to effectively investigate complex cases. She said for those not comfortable filing official reports, maybe another reporting mechanism could be used. Mr. Phillips said he will look into the form. Ms. Corrieri said the things that came in were good for starting discussions with retail establishments, neighbors, etc. Mr. Hochstein asked for an example. Ms. Corrieri said there was a form submitted regarding an offensive lawn ornament, and a commission member was able to talk with the homeowner to educate them on the reasons the ornament was offensive. She said the form was more of a way to foster conversation instead of being a formal reporting mechanism.

Mr. Gartin asked about the number of complaints investigated by the state in the last five years. Mr. Phillips said about 24 cases per year are reported to the state for the Ames area. Mr. Gartin said that is a higher number than he expected, and said if this was taken on locally it would be quite a task. Mr. Phillips said if the complaint comes to the City first, there would be an idea of the case being

filed, but if not then the City wouldn't know about the case until the report comes out. Mr. Gartin said it would be helpful to know the areas of concern for Ames. Mr. Hochstein said the 2017 Annual Report included five cases based on housing, three on race, one on physical disability and one on mental disability. He said the rest were based on employment on the basis of age, color, religion and disability. Mr. Gartin said these numbers show the need for the Commission even if the Commission does not investigate locally. He said he hopes the Council can provide direction for the AHRC.

Mayor Haila asked if Council would like the cases to continue to be referred to ICRC. He also asked if, as the City become aware of them, AHRC could be proactive through education and advocacy. Mayor Haila said if the officer positions remain in place that is fine, but he doesn't want to waste time if the group will not meet. He said if Council wants to make some changes, Council could look at eliminating the Hearing Officers and the Investigative and Conciliation Officers. Mr. Phillips said the officers don't meet regularly. Ms. Corrieri said if a complaint is received, a commission member and an officer would be assigned to investigate. Mr. Phillips said of the four officers, only one has been called upon to work on a case in the last two years. Mr. Martin said Council can't expect everyone to know where to go if a complaint needs reported, and asked if the person can start with the City of Ames. Mr. Phillips said if an incident is reported, City staff would assist the customer in getting the report with ICRC started. Mr. Martin said if the information does not deem a full investigation, it would still be nice to know what happened for informational purposes. Mr. Phillips said that discussion couldn't take place with the Commission regarding the case if the investigation isn't local. It was discussed that the Commission would still be accessible to the community for education and working through some of these issues. Mayor Haila said the Council doesn't want to avoid complaints, but rather make sure the complaints are investigated in the best possible way.

Mr. Hochstein said he prefers a local investigatory option because the City could go above and beyond what the state law requires. He said that the person working on the investigation would need to be someone that has been trained, and he feels that's a lot to ask of a volunteer. Mr. Clinton asked if that person would need to be tied to City staff, or be someone that has some understanding of the legal process and wants to work with AHRC to address the complaint. He said that he likes that idea, but not sure it's doable.

Mayor Haila asked Mr. Stewart for input. Mr. Stewart said he itemized four things: 1) The Campus Climate Survey is complete and it reports on peoples' experiences living in Ames. Mr. Gartin asked if there was anything from that survey he could share. Mr. Stewart said the respondents are affiliated with ISU, and are reflecting the conversations being had tonight regarding those that don't feel accepted and those that want to belong in a community. He said the work that is being done cannot completely be framed in the negative. 2) He said he reviewed the mission of the Commission before the meeting. He said the Commission has been functioning since 1974 and needs updated for a more contemporary set of conversations, of which the investigative work can be a component. Mr. Stewart said ISU has separated advocacy, which consists of programming and forward thinking, and compliance and investigative work. Both teams work in the same space but the responsibilities are purposefully separated. Mr. Stewart said AHRC is moving toward compliance but the

discussions are being had about advocacy, so that is a conversation that needs to be had, as those are done differently. 3) Over the past year and a half ISU has implemented the Campus Climate Response Team to receive information on incidents and behaviors. The information received is dispatched out to support units on campus. Mr. Stewart said he would be glad to share more information about this team and how it works. Mr. Stewart said he hopes the conversation moves toward the affirmative in building an inclusive community and using AHRC to do that instead of focusing on investigative work, as he doesn't believe local investigators should be tasked with that responsibility from a liability standpoint.

Ms. Betcher said she's not comfortable with volunteers doing the investigations because they are well-meaning, but not an experts. Discussion ensued on doing the investigations locally. Mr. Gartin asked about level of expertise. Ms. Betcher said the effectiveness of someone with training is different than the focus and ability of someone doing it without training. She said those that are well-meaning are not the most effective.

ISU Associate Director of Equal Opportunity Adrienne Lyles said in her role she does conduct investigations of faculty, staff, and students. She said expertise is very important. Ms. Lyles said she is also an attorney, and it is very important that the investigators know what questions to ask, who to ask the questions of, and how to assess the landscape. She said implicit bias plays a very important role as well as trust, reciprocity, and knowledge of different types of bias. Ms. Lyles said it's a laborious endeavor to conduct an impartial investigation.

ACSD Human Resources Director Lisa Negus said implicit bias is a big part of investigations, and there is a great need for problem solving and conversations that can prevent situations from escalating. Ms. Negus said she has conducted two formal investigations that were very in depth and time consuming, and conducting a similar investigation would be very challenging with many relationships throughout the community. She said the ACSD Board policy is significantly outdated and will be updated in the near future. Current policy states that a local administrator will do the beginning investigative work, but she doesn't believe that is the best scenario, but rather having a person not so close to the area for investigative work would be best. Ms. Negus said she works mainly with staff, and there is a very strong need for feeling safe and confidence that they will not be retaliated against. Mayor Haila asked about the investigation she performed. Ms. Negus said she closely coached an administrator through the process.

Council Member Beatty-Hansen said until the law does go above and beyond the state's, it seems cleaner to send cases to the ICRC.

Moved by Beatty-Hansen, seconded by Gartin, to adopt a procedure to refer complaints to the Iowa Civil Rights Commission, and amend the ordinance to eliminate the Ames Human Relations Commission Hearing Officers and Investigative and Conciliation Officers.

Mr. Martin said if in the future the Ordinance would need amended to go beyond state laws, those officers could then be appointed. Mr. Hochstein said if there's potential to bring those officers back, maybe they shouldn't be eliminated. Mr. Martin said it makes sense to eliminate the officers

because the positions are empty and because of the conversation on expertise being very important for the investigations. Mr. Hochstein said that reappointment of those positions would be done when and if the City of Ames wants to go above and beyond the state's protected classes. Mr. Martin concurred.

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

Ms. Beatty-Hansen asked for thoughts on the mission statement being outdated. Mr. Hochstein said the ordinance is old, and asked what concepts the Council believes a 2018 vision for this Commission would look like. Ms. Betcher asked Commission members how they would wish to be involved and said the Commission should be charged with investigating how a modern commission operates. Ms. Beatty-Hansen said education and advocacy are what she believes should be the focus of the Commission when investigations are no longer a part.

Council Member Gartin said it starts with a period of listening and processing information such as the Campus Climate Survey as discussed by Mr. Stewart. He said Commission members and Council need to listen to the people and see where the concerns are. He said he recently learned at a NAACP event that a student from Georgia felt so alone and lost here and when he asked what would make a difference, a conversation was started about host families connecting with students a couple times a month. He said he'd like to explore things like that with AHRC. Mr. Clinton said he prides himself in being in tune with others, and every time he learns from others' experiences, he realizes how much he doesn't know. He said he is very comfortable with having opportunities to help others, as he is invested in this community.

Mayor Haila said the charge to AHRC the next few months is to meet with other entities to get information, process it, and look into making changes to the ordinance. He said the Chamber is hosting a meeting on October 31 at 7:30 p.m. to build on conversations in the community.

Ms. Betcher said a recommendation received at the National Leagues of Cities on racial equity was that communities establish an Equity Action Plan. She said examples are available, and the Commission could look at those to see what is available. Ms. Betcher also suggested more events should take the City to campus. She said that AHRC should assess what the next action should be, and hopes that ideas arise out of the research. Mr. Gartin said special credit needs given to the Ames Police Department in their work toward what it means to be racially sensitive. He also said several of the area churches are very involved in racial relations.

Ms. Betcher asked about the event Mr. Clinton attended. It was discussed that *Race: The Power of an Illusion* was a documentary shown on PBS. Ms. Betcher said it promotes very good discussion.

Mayor Haila asked if Council would want to give a period of time for the Commission to reach out and do some research.

Mr. Hochstein asked about the Commission serving as an advisory to the Council. He said he's curious how it would work best to serve in that capacity. Ms. Betcher said the Commission is doing

it the right way by providing updates and reaching out. Discussion ensued on scorecards that have been provided in the past. It was discussed that the Municipal Equality Index score is discussed periodically. Mr. Hochstein asked if those scores are helpful to the Council. It was discussed that the Council believes those scores are helpful to see when the Commission receives them. Mr. Gartin said he is more concerned about the Campus Climate Survey because that is getting the pulse of the people that are here.

Mr. Hochstein said local surveys will be mirror the national conversations. Mr. Gartin said he feels like a lot of people would be surprised by what is learned through local surveys and conversations. Mr. Hochstein said in addition to students, he'd like to know about community members' experiences in Ames. Mayor Haila said there are many ways to gather information on the community.

Moved by Betcher, seconded by Gartin, that AHRC review data available including the Campus Climate Survey, Municipal Equality Indexes, and other available data; interact with ISU, ACSD, and any others well-positioned to give input on diversity, inclusion, and equity in the community in order to recommend action items and changes to the Ordinance.

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

Ms. Betcher said she hopes the synergy sensed on campus and in the community will push the community forward in a positive way. Mr. Gartin said he was thrilled to see that ACSD received the distinction of #1 in the state, and Ames High School #1 in the state.

COMMISSION/ COUNCIL COMMENTS:

AHRC Member Clinton said including the different partners was valuable, and communication is key to changing minds and getting responsiveness.

Council Member Betcher said at the City Council retreat they learned that Ames Pridefest is coming up. She said showing up and being present at events for solidarity is a good thing. Pridefest will be September 29, 2018 on Douglas Avenue.

Council Member Gartin thanked everyone for coming.

ADJOURNMENT:

Moved by Nelson to adjourn at 7:27 p.m.

SPECIAL CITY COUNCIL MEETING

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 7:33 p.m. on the 21st day of August, 2018, in the City Council Chambers in City Hall, 515 Clark Avenue. Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson were present. *Ex officio* Member Allie Hoskins was also present.

Mayor Haila said Municipal Engineer Tracy Warner would present and questions could follow.

WORKSHOP ON WATERSHED MANAGEMENT: Ms. Warner desired to recognize the work that Assistant City Manager Bob Kindred has done with watersheds over the years. Ms. Warner introduced Prairie Rivers of Iowa Watershed Coordinator Kayla Bergman and Prairie Rivers of Iowa Executive Director Penny Brown Huber, as well as Water and Pollution Control Director John Dunn and Water and Pollution Control Assistant Director Christina Murphy. Ms. Warner told the Council that in 2012 the City was a founding member of the 28E agreement that established the Squaw Creek Watershed Management Authority to reduce riverine flooding, improve water quality, and educate residents. She said in 2006 a stream assessment was completed, then flooding occurred in 2008 and 2010, and then stream conditions were again reviewed in 2011 to account for additional erosion. Ms. Warner said to increase stream health similar approaches are used to both stabilize streambanks and reduce nutrient loads, and said increased stream health leads to stabilized conveyance and habitats.

Ms. Bergman told the Council that Prairie Rivers of Iowa works on a few projects statewide, and one of those is the watersheds program. Ms. Bergman showed a map of the watersheds in Iowa, and showed the Skunk River Watershed that empties into the Mississippi River in Burlington, Iowa. She said the watersheds that Prairie Rivers of Iowa is working on are the Squaw Creek Watershed and the Headwaters of the South Skunk River Watershed, which comes through Ames and create the beginning of the Skunk River Watershed. Ms. Bergman reviewed the history of the work, and said Prairie Rivers of Iowa was appointed the Watershed Management Agent by Story County Supervisors in Spring 2018.

Ms. Bergman said a 41% reduction in Nitrogen and a 29% reduction in Phosphorus are the goals in Iowa. She reviewed work that has been done in the Squaw Creek Watershed including cover crops, no-till and strip-till, and denitrifying bioreactors. She said there are 16 sub-watersheds coming into the Squaw Creek Watershed. Ms. Beatty-Hansen asked how long bioreactors last. Ms. Bergman said about 15 years. Water quality monitoring numbers were shown for nitrate, phosphorus, and E. coli. Mr. Gartin asked about the E. coli numbers. Discussion ensued. Ms. Betcher asked if the high levels are due in part to the flooding. Ms. Bergman concurred.

Ms. Bergman said education and outreach to the general community is very important and publications, videos, social media, mailings, and events are all part of the outreach. Ms. Bergman said Prairie Rivers of Iowa will continue to implement practices and education in the Squaw Creek Watershed, work directly with a subgroup of landowners, work on the management plan for Headwaters of South Skunk River Watershed, utilize the recently published Story County Watershed Assessment, and continue to bring strong local and national partners to our work in the South Skunk River Watershed.

Water and Pollution Control Director John Dunn said the purpose of the Nutrient Reduction Feasibility Study is to determine the most appropriate, cost-effective means of meeting the Iowa Nutrient Reduction Strategy's goals for Point Source. He said the goal for the Point Source program is a 45% reduction in the total number of pounds of Nitrogen and Phosphorus exiting the state in

rivers and streams. He said the DNR has implemented a technology-based standard based on biological nutrient removal. Mr. Dunn said the Water Pollution Control Facility currently removes 684 pounds of Total Nitrogen and 47 pounds of Total Phosphorus. To meet the Nutrient Reduction Strategy, the Facility would need to remove an additional 541 pounds of Total Nitrogen and 136 pounds of Total Phosphorus.

Mr. Dunn said there's no way the facility can meet the entire goal for the watershed itself, but is a very important piece. He said the system in place is very good at removing the nutrients that it's built to remove but not as good at removing the other nutrients. Mr. Dunn said the focus of the study is to develop alternatives that demonstrate commitment and intent to ultimately achieve the goals of the Iowa Nutrient Reduction Strategy including: 1) identify opportunities to optimize the nutrient removal performance of the existing facility, 2) seek watershed-based options as a means to demonstrate our commitment, but only where they "make sense" by providing some other ancillary benefit in addition to nutrient removal, and 3) defer major construction of an alternative nutrient removal technology until a future plant expansion is required.

Mr. Dunn said staff has been working with Prairie Rivers of Iowa to identify potential locations for agricultural best management practices including cover crops, bioreactors, and grassed waterways. Mr. Dunn said an area focused on to get the most out of watershed-based options is the Nutrient Reduction Exchange, which accepts any projects that were done after the Nutrient Reduction Strategy was adopted in January of 2013. He said these practices can be used as an offset when facilities go over the allowable rate. This Exchange was developed by the Iowa League of Cities, and will be given to the Iowa Department of Natural Resources. He said as long as projects have a nutrient removal component, they may be used as credit even if that wasn't the original intent of the project. Mr. Dunn said Cedar Rapids, Des Moines, and Ames are partnering in this initiative to seek credit for work done in the watershed.

Mr. Dunn said the time line for the Nutrient Reduction Feasibility Study includes continued workshops through the fall, a stakeholder open house in October, a Council workshop in November for an update and recommendation, and then the outcome will be reflected in CIP presented in January.

Ms. Warner reviewed projects included in the Capital Improvements Plan for watershed improvements. She reviewed projects that have been done in conjunction with requirements. She also reviewed improvements made including the City Hall parking lot project, stream restoration and stabilization, and the stormwater erosion control project north of Carr Park that should be complete before winter.

Ms. Warner discussed the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit that currently runs through 2019 and the renewal application that will be submitted in October. She also discussed the cost share programs implemented through the Public Works Department including rain gardens, rain barrels, native landscape, soil quality restoration, composters, and the Trees Forever Iowa event.

Ms. Beatty-Hansen asked why the City contributes more phosphorus than rural areas. Mr. Dunn said soaps and detergents contribute a large amount of phosphorus. Ms. Beatty-Hansen discussed possible education regarding soaps and detergents. Ms. Warner said fertilizer is a large contributor for streams, and education continues on that. Mr. Gartin referenced the requirement in conservation subdivisions on fertilizers. Ms. Beatty-Hansen asked when a new Water Pollution Control Facility would be needed. Mr. Dunn said at the rate of growth as seen in the past, a new facility will be needed in about 15-20 years, but if a large industrial customer is added, that would shorten the estimate. Mr. Martin asked about replacing technology at the current facility. Mr. Dunn said new technology would provide well for the previous requirements in addition to the new requirements.

Ms. Betcher asked how the City is using the Story County Watershed Assessment. Ms. Warner said on August 27, 2018 a new stormwater resource analyst will be starting, and then that report will be reviewed and priorities will be made. Ms. Betcher said Council received a report from the City Manager on the farmland the City owns and the sustainable farming practices being done there. One of the suggestions Council had is that any farmland rented from the City would need buffer strips or cover crops. Mr. Gartin said he believes the Council asked City Attorney Mark Lambert to look into that. Mr. Dunn said in the lease for the 70+ acres owned along I-35 it is stated that cover crops must be installed by the tenant. Mr. Schainker said a memo was sent to Council regarding that request. Mr. Gartin said Council asked Mr. Lambert to add information on a buffer strip.

Moved by Betcher, seconded by Beatty-Hansen, to receive a memo from staff on the contract language in place for farm land rental agreements regarding requirements for best land management practices for the watershed.

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

Mr. Gartin referenced the E. coli levels shown during the presentation. He said he is not comfortable with the rates so far over the limit. It was noted that the heavy rain attributed to the increased levels.

Moved by Gartin, seconded by Beatty-Hansen, to receive a memo regarding the E. coli levels including trendlines and suggestions on what can be done.

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

Mr. Gartin said Council put in place a monitoring protocol to check Ada Hayden every other year for water quality, and wonders if that is a sufficient sampling frequency. Mr. Gartin said he's very skeptical that people north of Ada Hayden are not following the fertilizer requirements. Ms. Bergman said that once every other year is not sufficient information to share with public because it is one small snapshot. Mr. Dunn said every 5-7 years, the water is monitored for two years and within those two years multiple tests are done at different depths in different places and tests are performed to monitor several nutrients to get a big picture of the health of the lake. Mr. Dunn said this was set up to draw correlations relating to development, and if development continues to increase, a more frequent schedule would be needed.

Ms. Beatty-Hansen asked what will happen if the request by Ames, Des Moines, and Cedar Rapids isn't approved. Mr. Dunn said some communities have been told to try again by submitting another

proposal.

Ms. Warner asked how often City Council would like updated about watershed activities and progress. Mr. Gartin said he suggests an update once per year and in a meeting format. Ms. Betcher said she would like to know how the City of Ames fits into the Story County watershed before a year goes by.

Moved by Beatty-Hansen, seconded by Gartin, that Council be updated once annually, at minimum, at a Council meeting on watershed activities.

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

Moved by Betcher, seconded by Beatty-Hansen, that staff provide a written report on how Ames fits into the Story County Watershed Assessment and what the City's action steps will be by the end of 2018.

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

Ms. Warner asked about City representation on the two Watershed Management Authority boards.

Moved by Gartin, seconded by Martin, to appoint a Council member to the Squaw Creek Watershed Management Authority and the Headwaters of South Skunk River Watershed Authority, and name Bronwyn Beatty-Hansen as the first Council member to serve.

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

Mayor Haila asked about the red tide in the Gulf of Mexico. He said millions of fish have died, and wondered the reason. Mr. Dunn said hypoxia, or low oxygen levels, is to blame.

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

Ms. Betcher said an email from Ames Main Street Cindy Hicks was received regarding funding for a Smithsonian traveling exhibit. It was discussed that this item will be added to the Consent section of the August 28, 2018 Council Agenda.

Moved by Betcher, seconded by Beatty-Hansen to place this item on the consent portion of the agenda for August 28, 2018.

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

COUNCIL COMMENTS:

Ms. Beatty-Hansen said Welcome Fest will be at 5:30 p.m. on Wednesday, August 22 at the ISU Memorial Union.

Mr. Gartin welcomed ISU students back to Ames.

Ms. Hoskins said she's excited to be back in Ames.

Mr. Martin said there is a 4:00 p.m. at Campustown Courty

CLOSED SESSION:

Mr. Gartin asked City Attorney Mark Lambert if the City Council had a legal reason for going into Closed Session. Mr. Lambert replied in the affirmative.

Moved by Gartin, seconded by Corrieri, to hold a Closed Session as provided by Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy.

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

The Council entered into Closed Session at 8:37 p.m. and returned to Regular Session at 9:01 p.m.

ADJOURNMENT:

Moved by Beatty-Hansen to adjourn at 9:01 p.m.

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

AUGUST 28, 2018

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on August 28, 2018, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson. *Ex officio* Member Allie Hoskins was also present.

PROCLAMATION: Mayor Haila proclaimed September 2018 as “National Recovery Month.” Accepting the Proclamation were Matthew Voorhees and Jill Hill, representatives of Youth & Shelter Services; and Cary Williams, representing Community and Family Resources. Ms. Williams, Ms. Hill, and Mr. Voorhees highlighted a few of the events that their respective agencies are hosting in September in observance of “National Recovery Month.”

CONSENT AGENDA: Mayor Haila pulled Consent Item No. 12, a Professional Services Agreement with GBA Systems Integrators, LLC, to perform the Ames Traffic Network Master Plan. Council Member Beatty-Hansen requested to pull Consent Item No. 17, setting the date of public hearing for entering into a Ten-Year Land Lease with John Deere on Airport property.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of August 14, 2018 and Special Meeting of August 18, 2018
3. Motion approving certification of Civil Service applicants
4. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
5. Class E Liquor, C Beer, & B Wine - HyVee Drugstore, 500 Main St.
 - a. Special Class C Liquor - Indian Delights, 127 Dotson Drive
 - b. Class C Liquor - Mandarin Restaurant of Ames, 415 Lincoln Way
 - c. Class E Liquor, C Beer, & B Wine - Cyclone Liquors, 626 Lincoln Way
 - d. Class E Liquor, C Beer, & B Wine - Kwik Shop Liquor & Groceries, 125 6th St.
6. Motion approving 5-day (September 14-18) Special Class C Liquor License & Outdoor Service for Ames Main Street Cultural District (MSCD) at Bandshell Park
7. Motion approving request for Fireworks Permits for display from Jack Trice Stadium for ISU Home Football Games on the following dates:
 - a. Saturday, September 1
 - b. Saturday, September 15
 - c. Saturday, September 22
 - d. Saturday, October 13
 - e. Saturday, October 27
 - f. Saturday, November 10
 - g. Saturday, November 24
8. Motion approving Report of Change Orders for August 1 - 15, 2018
9. RESOLUTION NO. 18- 488 approving request from Ames Main Street for allocation of \$7,000 from Council Contingency in support of Smithsonian Institute Traveling Exhibit “Hometown Teams” to be held in Downtown Ames from September 29 through November 11, 2018

10. Title VI of the Civil Rights Act of 1964 Compliance:
 - a. RESOLUTION NO. 18-489 approving Revised City of Ames Title VI Compliance Plan
 - b. RESOLUTION NO. 18-490 approving U. S. Department of Transportation Standard Title VI/Non-Discrimination Assurances
 - c. RESOLUTION NO. 18-491 approving Title VI Non-Discrimination Agreement with the Iowa Department of Transportation
11. RESOLUTION NO. 18-492 designating First National Bank of Ames, Iowa, as depository bank for the City of Ames through September 30, 2021, with a three-year renewal option, at a calculated annual cost of \$11,508 for services requested
12. RESOLUTION NO. 18-494 approving Certificate of Consistency with City's 2014-18 CDBG Consolidated Plan on behalf of Youth and Shelter Services, Inc.
13. RESOLUTION NO. 18-495 proposing vacating easements at 1801-20th Street and setting date of public hearing for September 11, 2018
14. RESOLUTION NO. 18-496 approving Encroachment Permit for a sign at 2536 Lincoln Way
15. Ames High School Homecoming Requests:
 - a. Parade on Monday, September 10:
 - I. Motion approving blanket temporary obstruction permit
 - ii. RESOLUTION NO. 18-497 approving closure of City Parking Lot MM, southern portion of Lot M, and a portion of CBD Lot Z from 5:30 to 7:30 p.m. for parade staging
 - iii. RESOLUTION NO. 18-498 approving closure of 5th Street, from Grand Avenue to Pearle Avenue; Pearle Avenue; Main Street, from Pearle Avenue to Duff Avenue; Clark Avenue, from north of the CBD lot exit to Fifth Street; Burnett Avenue, from Main Street to 5th Street; and Kellogg Avenue, from north of the CBD lot exit to Main Street, from 6:15 to approximately 7:30 p.m.
 - b. Fireworks at Ames High Stadium on Friday, September 14:
 - I. Motion approving fireworks permit for display after football game (approximately 8:15 p.m.)
 - ii. RESOLUTION NO. 18-499 approving waiver of fee for Fireworks Permit
 - iii. RESOLUTION NO. 18-487 approving waiver of parking meter fees and enforcement from 4:00 to 6:00 p.m. for 55 metered parking spaces in Lot N
15. Eastgate Subdivision:
 - a. RESOLUTION NO. 18-501 approving Release of Assessment and Utility Connection Fee Obligation for Lot 21
 - b. RESOLUTION NO. 18-502 approving Extension of Covenants for Remaining Lots
16. RESOLUTION NO. 18-503 waiving motorized vehicle prohibition to allow mobility impaired individuals to tour Ada Hayden Heritage Park on September 12, 2018 from 8 AM - 6 PM; and setting September 14, 2018, as a rain date
17. RESOLUTION NO. 18-504 waiving formal bidding requirements and authorizing purchase of Software Maintenance from Superior Public Sector at an estimated cost of \$88,660.03
18. RESOLUTION NO. 18-505 approving preliminary plans and specifications for the WPC Digester Improvements Phase II Project; setting September 26, 2018, as bid due date and October 9, 2018, as the date of public hearing
19. RESOLUTION NO. 18-506 approving preliminary plans and specifications for RDF Storage Bin Repair Project; setting October 10, 2018, as bid due date and October 23, 2018, as date of

public hearing

20. RESOLUTION NO. 18-507 awarding contract for Fiber Optic Deployment for the Information Technology Division to Precision Underground Utilities, LLC, of Cambridge, Iowa, at a cost of \$57,729.50
 21. RESOLUTION NO. 18-508 approving Contract & Bond for Installation Services for 69 kV UG Power Cable Top-O-Hollow Substation
 22. RESOLUTION NO. 18-509 awarding contract to Charles Gabus Ford of Des Moines, Iowa, for three Ford Utility Interceptors in the amount of \$85,404.00
- Roll Call Vote: 6-0. Motions/Resolutions declared carried/adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PROFESSIONAL SERVICES AGREEMENT TO PERFORM AMES TRAFFIC NETWORK MASTER PLAN PROJECT: Regarding Consent Item No. 12, Mayor Haila explained that staff was informed today about some formatting changes that were made to the Agreement by the Iowa Department of Transportation. No substantive changes had been made.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 18-493 approving the Professional Services Agreement, with the formatting changes, with GBA Systems Integrators, LLC, of Lenexa, Kansas, to perform the Ames Traffic Network Master Plan project in an amount not to exceed \$100,000.

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

SETTING DATE OF HEARING ON LAND LEASE WITH JOHN DEERE ON AIRPORT PROPERTY: Council Member Beatty-Hansen said that she would like to put something in the Lease regarding what would be allowed to be sprayed on City-owned property. She said that she was giving staff some flexibility as to what they believed would be reasonable parameters regarding what would be allowed to be sprayed on the land. Council Member Betcher said she felt it was important for staff to look at things like drift, especially if there are chemicals involved and that it is not just spraying water to test the equipment. It was pointed out by Ms. Betcher that the City does have a tenant farmer on the rest of the subject land.

Moved by Beatty-Hansen, seconded by Betcher, to direct staff to determine parameters for what can be sprayed on this land and that those be included in the Lease Agreement.

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

City Manager Steve Schainker noted that the action being requested of the Council at this time was to set the date of hearing regarding entering into the Lease. The Lease will come to the Council for review at the hearing; that will give staff time to make the requesting modification.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 18-500 setting the date of public hearing for September 11, 2018, regarding entering into a Ten-Year Land Lease with John Deere on Airport property.

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. No one came forward to speak, and Public Forum was closed.

ORDINANCE PERTAINING TO EXCEPTIONS AND HARDSHIPS TO RENTAL CONCENTRATION CAP: City Attorney Mark Lambert described the changes to the Rental Concentration Cap Exceptions and Hardship Ordinance that had been directed by the City Council at its meeting held August 14, 2018:

1. Provide a definition for “bona fide rental.”
2. Change the application deadline from September 1, 2018, to 30 days from the effective date of the Ordinance.
3. Narrow the prior language from the vetoed Ordinance allowing a property owner residing at the property with a tenant [who would not be required to have a Letter of Compliance (LOC) under the Rental Code] to renew a LOC obtained under the exception, but only for one- or two-bedroom dwellings.

Mayor Haila stated that, in light of the fact that significant public input on this topic had already been heard and that the three changes had been directed by the City Council, there would be no additional public input.

Moved by Nelson, seconded by Corrieri, to pass on first reading an ordinance pertaining to exceptions and hardships to the Rental Concentration Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Corrieri, Gartin, Nelson. Voting nay: Betcher, Martin. Motion declared carried.

Moved by Corrieri, seconded by Gartin, to suspend the rules necessary for the adoption of an ordinance.

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

Moved by Corrieri, seconded by Gartin, to pass on second reading an ordinance pertaining to exceptions and hardships to the Rental Concentration Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Corrieri, Gartin, Nelson. Voting nay: Betcher, Martin. Motion declared carried.

Moved by Corrieri, seconded by Gartin, to pass on third reading and adopt ORDINANCE NO. 4368 pertaining to exceptions and hardships to the Rental Concentration Cap.

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

ORDINANCE REVISING PARKING REGULATIONS ON MCKINLEY DRIVE: Mayor Haila

noted that public input had been taken regarding this item at the Council meeting held July 31, 2018.

Moved by Corrieri, seconded by Gartin, to pass on first reading an ordinance revising parking regulations on McKinley Drive.

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

ORDINANCE REZONING 1801-20TH STREET AND 2008-24TH STREET (NORTHCREST):

Moved by Nelson, seconded by Corrieri, to pass on second reading an ordinance rezoning 1801-20th Street and 2008-24th Street (Northcrest) from High-Density Residential (RH) to Planned Residence District (F-PRD).

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

ORDINANCE ALLOWING DRY CLEANING AND LAUNDRY FACILITIES IN HIGHWAY-ORIENTED COMMERCIAL ZONE: Moved by Beatty-Hansen, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4367 to allow dry cleaning and laundry facilities to be located in Highway-Oriented Commercial Zone by Special Use Permit.

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

LAND LOCATED AT 397 WILDER AVENUE FOR USE AS A CITY PARK: Council Member Nelson asked if the Sunset Ridge Property Owners Association was going to cover everything above \$80,000 (the amount included in the Capital Improvements Plan for Fiscal Year 2017-18 for development of a neighborhood park in West Ames). Director of Parks & Recreation Keith Abraham answered that the Property Owners Association had already done some fund-raising. If the bids come in higher than what has been estimated, the Association is prepared to raise additional funds.

City Manager Schainker noted that the Council members were not approving development of the park at this time; they are only being asked to provide direction to staff to pursue this as a option if certain conditions are met.

Moved by Nelson, seconded by Corrieri, to direct staff to pursue deeding of a portion of the land located at 397 Wilder Avenue for use as a City park if the following conditions are met:

1. The site provided to the City by the Sunset Ridge Property Owners Association is “clean and green.”
2. The site is given to the City by the Sunset Ridge Property Owners Association at no cost.
3. The land that is donated at no cost to the City by the Sunset Ridge Property Owners Association does not include the drainage ditch on the west and north sides of the property.
4. The Sunset Ridge Property Owners Association contributes the additional funds in excess of the City’s \$80,000 needed to develop the park.

Council Member Gartin felt it was important to note that this is an unusual type of direction for the

City to take. He explained that the City's standard has been to ask the developer to take on the task of creating public space for the people of the area. Speaking for himself, Mr. Gartin said he was not interested in this becoming a precedent that the City Council would follow. He felt, however, that there were unique aspects of this, especially its location, that warrants this action.

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

HEARING ON WATER POLLUTION CONTROL FACILITY CLARIFIER LAUNDER COVERS: Mayor Haila opened the public hearing. No one came forward to speak, and the Mayor closed the hearing.

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 18-510 approving final plans and specifications and awarding a contract to Minturn, Inc., in the amount of \$166,950.00. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON 201718 RIGHT-OF-WAY RESTORATION: The Mayor opened the public hearing and closed same after no one asked to speak.

Moved by Beatty-Hansen, seconded by Gartin, to adopt RESOLUTION NO. 18- 511 approving final plans and specifications and awarding contract to Green Tech of Grimes, Iowa, in the amount of \$117,370.00.

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

ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A:

Finance Director Duane Pitcher advised that the City accepted bids for the bonds per the terms of its Offering Statement. The bids were evaluated by the City's financial advisor, Public Financial Management (PFM), by the City's Bond Counsel, and by City staff. Susanne Gerlach, PFM, told the Council that eight bids from 40 firms were received. The lowest bid was from Janney Montgomery Scott, LLC, of Philadelphia, Pennsylvania, at an interest rate of 2.56%. Subsequent to the receipt of bids, the City decreased the aggregate par amount of the Bonds to \$7,490,000.

Moved by Betcher, seconded by Gartin, to adopt RESOLUTION NO. 18-512 accepting bids and authorizing sale and issuance of General Obligation Corporate Purpose Bonds, Series 2018A, in an amount not to exceed \$8,120,000.00, to Janney Montgomery Scott LLC of Philadelphia, Pennsylvania. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PRESENTATION ON INTERNATIONAL EXISTING BUILDING CODE (IEBC): Newly named Fire Chief Rich Higgins; Sara VanMeeteren, Building Official; and Adam Ostert, Plans Examiner, were present. Mr. Higgins explained that Council, at its goal-setting session held on January 13, 2018, had requested that a presentation be made regarding the IEBC. He said that the IEBC was adopted a couple years ago; the City is currently using the 2015 Edition. Ms. VanMeeteren stated that

the IEBC provides flexibility in renovating existing older buildings by permitting the use of alternative approaches to achieve compliance, which is in keeping with the Council's goal to expand sustainability efforts.

Ms. VanMeeteren gave an overview of the International Existing Building Code. She provided a brief description of the three main components of the IEBC: (1) Prescriptive Method, (2) Work Area Method, and (3) Performance Method. At the inquiry of Mayor Haila, Ms. VanMeeteren answered that the owner of the building makes the decision on what method he or she prefers to use. Following the decision of the owner, Mr. Ostert would review the plans. Specifically highlighted was Change of Occupancy, which was defined as resulting when the use of an existing space changes, including within the same classification, e.g., office space to apartments or storage space to offices. Ms. VanMeeteren noted the three categories included under Chapter 14, which are Fire Safety, Means of Egress, and General Safety. She noted that each type of occupancy has a different minimum score for the three categories. Twenty-one safety parameters are measured. There are mandatory safety scores. A Code Summary Table was shown to indicate how properties are scored.

Council Member Betcher asked how many projects come through using Chapter 14. Mr. Ostert replied that there has not been a large number; several have started down the path, but had realized that it was not going to be beneficial for them. Mr. Ostert believed that there had been four or five during the past year that had been successful.

Council Member Gartin questioned if staff had received any feedback from the public. Ms. VanMeeteren answered that she was not aware of any. She commented that questions do come up from the property owners during the plan review stage as to what is the best option for them, and staff then reviews the options and tries to educate them that they do have options as to what might be their best option.

Council Member Betcher noted that, in the past, she had heard there were not enough options. She said she was glad to hear that staff works with the owner(s) to educate them about the options and what might work best for them.

PLANNING & HOUSING DEPARTMENT WORK PLAN PRIORITIES: Planning and Housing Director Kelly Diekmann noted that it had been about a year since Council had reviewed the list of pending projects and the Work Plan. He explained that Table 1 was a list of projects that had already been prioritized by the Council and were the carryover items to be completed in the next six to nine months. Table 2 showed the remaining items that had been referred to staff previously, but had not been prioritized or the next steps had not been identified. Director Diekmann indicated that, due to the high number of items that are on the referral list, the City Council could choose to prioritize its immediate interests and decide to keep the remaining items on the list for future consideration. He stated that it was not necessary to attempt to prioritize the entire list of issues that will not be able to be addressed this fall.

Mr. Diekmann stated that there are three projects that are "in the middle" (currently, not on Table 1 or Table 2). These are additional projects that staff believes might be of interest to the City Council. Those projects were named as: (1) Review of current Urban Revitalization Areas. (2) Revise

“Nonconformities Article” of the Zoning Ordinance. (3) Zoning Ordinance Clean-up. A brief explanation of each was given. The Council members were told that if they wanted to have more information on the projects, staff could provide it to them, and they could then decide if they wanted to provide further direction.

Mr. Diekmann told the Council that the time estimates were built on what staff believes is the amount of time needed to prepare information and reports for the Council and for larger projects to include efforts for outreach. He advised that if the Council believes a certain level of outreach is required for any of the items that are on the Work Plan, it would be helpful to review this as part of the hour estimate for each project. Director Diekmann emphasized that with the start of the Comprehensive Plan update, there will be fewer staff resources available for referrals and Work Plan items in 2019 that what has been possible during the past couple of years.

According to Mr. Diekmann, there are two substantial requests that staff believes will be presented to Council this fall for referral:

1. Southwest Growth Area infrastructure and Development Agreement for Landmark Development Company. Mr. Diekmann explained that staff had been in contact with a potential purchaser of approximately 170 acres of land between Highway 30 and 240th Street, west of South Dakota Avenue. The developer is seeking direction on the City’s willingness to extend needed utility infrastructure. It was noted that the developer’s request had been included as part of the Council’s August 24, 2018, Non-Agenda Packet. Staff is recommended that this item be added to the September 25, 2018, City Council Meeting Agenda, if directed by the City Council.
2. Review of the 13th Street Regional Commercial Development Agreement to address development thresholds and phasing for retail development north and south of 13th Street. Representatives of the property owner have approached staff about revising the Development Agreement and have indicated that they would like to pursue changes later this year. Any changes would be subject to Council approval of a new Development Agreement.

Discussion ensued as to whether there were any projects on Table 2 that the Council was no longer interested in pursuing. Mayor Haila asked Director Diekmann to provide a brief description of each item currently listed on Table 2. He reiterated that Table 2 is a list of the remaining items that had been referred to staff previously, but had not been prioritized or next steps had not been identified. That list, according to Mr. Diekmann, was shown in random order. Mr. Diekmann noted that some of these issues will be addressed in relation to the upcoming Comprehensive Plan Update. A brief description of each project listed on Table 2 was given.

Moved by Gartin, seconded by Corrieri, to remove the “LUPP Policy for RH Land Use” project
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Corrieri, seconded by Betcher, to get a memo from staff on what might be involved in updating the Sign Code; preparation of the memo to be moved to Table 1.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Corrieri, to remove the Sign Code for Digital Signs and Billboards.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Beatty-Hansen, seconded by Corrieri, to remove the project entitled, “Ames Urban Fringe Plan Review with Story County and Gilbert on potential update land use classifications and future growth areas.”
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Beatty-Hansen, to move the project, “Consider bicycle parking standards,” to Table 1.

Discussion ensued as to staff re-sending the memo to the City Council that had been sent previously (last September). Council Member Gartin said he didn’t see this as a huge project, so he preferred to move it to Table 1. Director Diekmann noted that the motion doesn’t include any direction to staff about standards. He stated that, later this winter, staff would first come back and review what would be put in the ordinance and then it would go through the ordinance process.

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

Moved by Betcher, seconded by Martin, to move the project, “Background memo on inclusionary zoning programs, to the Green Area (Table 1).

Council Member Gartin indicated that he was philosophically not on board with that project.

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

Moved by Corrieri, seconded by Beatty-Hansen, to remove the project, “Request for a memo from staff pertaining to abatement for new construction of Greek houses.”
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Beatty-Hansen, seconded by Corrieri, to remove the project, “Fringe Plan Amendment for Planned Industrial on Dayton Avenue (request from William Underwood),” given that it will be part of the Comprehensive Plan update.
Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Corrieri, seconded by Betcher, to place the Southwest Growth Area (Landmark Development) on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

Regarding the review of the 13th Street Regional Commercial Development Agreement, which had not been referred or prioritized, Director Diekmann acknowledged that the City did not have a specific request from Elwells (owners of the property in question located on East 13th Street). He commented that he and City Manager Schainker have been working with the owners. Mr. Diekmann said it was his understanding that staff would place the request on a future agenda, rather than wait until the

Council would refer it.

Moved by Beatty-Hansen, seconded by Corrieri, to direct that three projects, namely, (1) Review current Urban Revitalization Areas, (2) Revise Non-Conformities Article of Zoning Ordinance (3) Zoning Ordinance clean-up be placed on Table 2.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Moved by Betcher, seconded by Gartin, to direct staff to provide a memo regarding the request for a change in parking hours in the CBD Lots X, Y, and Z south of Main Street and a comprehensive parking study to identify current and future needs.

Motion withdrawn.

Moved by Betcher, seconded by Gartin, to direct staff to provide a memo regarding the request for a change in parking hours in the CBD Lots X, Y, and Z south of Main Street.

Vote on Motion: 4-2. Voting aye: Betcher, Gartin, Martin, Nelson. Voting nay: Beatty-Hansen, Corrieri. Motion declared carried.

Moved by Corrieri, seconded by Nelson, to refer to staff the request of Brian Aukes to consider a new competitive lease rate and 50-year lease agreement for his existing hangar and a new hangar that he would like to build.

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

Moved by Corrieri, seconded by Martin, to not refer to staff the letter from Alexandra Wilson.

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

ADJOURNMENT: Moved by Gartin to adjourn the meeting at 8:02 p.m.

Diane R. Voss, City Clerk

John A. Haila, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	August 2016	
For City Council Date:	September 11, 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 Storm Water Erosion Control Program	2	\$793,415.00	On Track Construction LLC	\$1,000.00	\$-(16,261.50)	T. Warner	MA
Electric Services	69 kV UG Power Cable Installation Services Top-O-Hollow Substation	1	\$171,732.50	Primoris Aevenia Inc.	\$0.00	\$27,267.45	B. Kindred	CB
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		



MEMO

ITEM #5

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Dan Walter, Ames Police Department
Date: September 5th, 2018
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for September 11, 2018, includes beer permits and liquor license renewals for:

- Class C Liquor - LC0023167 - Corner Pocket/DG's Taphouse, 125 Main St.
- Class C Liquor & Outdoor Service - LC0043834 - Grandpa Noodle Gallery, 926 S. 16th Street
- Class B Liquor, Catering, & Outdoor Service - LB0002015 - Hilton Garden Inn Ames, 1325 Dickinson Avenue
- Class C Liquor & Catering - LC0038721 - Whiskey River, 132-134 Main Street

A routine check of police records for the past 12 months found no liquor law violations for the above listed businesses. However, Whiskey River recorded four disorderly conduct calls for service and one assault call. Corner Pocket's report indicated one call for service for public intoxication, one disorderly and one fight in progress incident. Whiskey River and Corner Pocket are busy establishments and their respective calls for service are not out of the norm. Both bars continue to actively work with police to encourage a safe environment. The Police Department therefore recommends renewal of licenses for all the above businesses.

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR “CRAFTS & DRAUGHTS IN CAMPUSTOWN”

BACKGROUND:

The Campustown Action Association (CAA) is planning to host its third annual Crafts and Draughts in Campustown on Saturday, October 6. Organizers propose hosting artists to facilitate crafts for all ages, food vendors, a beer garden, and live acoustic music in the 200 block of Welch Avenue from 1:00 p.m. to 6:00 p.m.

To facilitate this event, organizers are requesting the closure of Welch Avenue from Chamberlain Street to Hunt Street from 7:00 a.m. to 7:00 p.m. on October 6, including a waiver of fees and enforcement for 8 metered parking spaces from 8:00 a.m. to 6:00 p.m. (\$60.00 loss to the Parking Fund). CAA is also requesting a blanket Vending License and waiver of fee for the license (\$50), waiver of electricity costs for the use of City electrical outlets (approximately \$5 loss to the Electric Fund), and a blanket Temporary Obstruction Permit for the area.

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

Public Works will provide barricades for the event. Organizers will obtain a noise permit from the Police Department. A private security firm has been hired for the event.

ALTERNATIVES:

1. Approve the requests as made by CAA, including the closure of Welch Avenue from Chamberlain Street to Hunt Street from 7:00 a.m. to 7:00 p.m. on October 6 and waive the fees for Vending License, electricity use, and lost parking meter revenue.
2. Approve the requests as made by CAA, but require reimbursement for Vending License, electricity use, and lost parking meter.
3. Do not approve the requests.

MANAGER’S RECOMMENDED ACTION:

Campustown Action Association has had a successful track record of hosting events. A private security firm has been hired to manage security for the beer garden. This proposed event is intended to be family-friendly and will take place primarily during daylight hours.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests as made by CAA, including the waiver of fees.



campustown
action
association

Campustown Action Association
119 Stanton Ave, Suite 602
Ames, IA 50014

August 23, 2018

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

RE: Crafts & Draughts 2018

Dear Honorable Mayor Haila and City Council,

The Campustown Action Association (CAA) is planning to hold the 3rd annual Crafts & Draughts in Campustown on Saturday, October 6, 2018 from 1-6pm. Information about the event can be found on the Special Event Application we submitted to the City of Ames staff. We also ask for resolutions approving the waiver of electricity costs for the 200 block of Welch Avenue, including the Campustown Court area, the waiver of parking meter fees for the indicated area of Welch and Lot T from 7am – 7pm, and a waiver of fee for the Blanket Vendor Permit.

Thank you for your consideration of these requests and continued support of Campustown. We hope to see you on October 8th.

Sincerely,

Karin Chitty
Executive Director

Applicant License Application (LE0001533)

Name of Applicant:	<u>Fareway Stores, Inc.</u>		
Name of Business (DBA):	<u>Fareway Stores, Inc. #386</u>		
Address of Premises:	<u>619 Burnett Avenue</u>		
City	<u>Ames</u>	County:	<u>Story</u> Zip: <u>50010</u>
Business	<u>(515) 232-3543</u>		
Mailing	<u>2300 Industrial Park Road</u>		
City	<u>Boone</u>	State	<u>IA</u> Zip: <u>50036</u>

Contact Person

Name	<u>Tracey Wilson</u>		
Phone:	<u>(515) 433-5336</u>	Email	<u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 03/01/2019

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

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

Ownership

Fred E. Vitt Control Trust

First Name: Fred E. **Last Name:** Vitt Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 10.87% **U.S. Citizen:** Yes

Garrett S Piklapp

First Name: Garrett S **Last Name:** Piklapp
City: Huxley **State:** Iowa **Zip:** 50124
Position: Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Fareway Control Trust

First Name: Fareway **Last Name:** Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 55.88% **U.S. Citizen:** Yes

Various Individuals & Trust each holding less than 5%.

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%
City: Unknown **State:** Iowa **Zip:** 55555
Position: Stockholders
% of Ownership: 33.25% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/01/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LE0001534)

Name of Applicant:	<u>Fareway Stores, Inc.</u>				
Name of Business (DBA):	<u>Fareway Stores, Inc. #093</u>				
Address of Premises:	<u>3619 Stange Road</u>				
City	<u>Ames</u>	County:	<u>Iowa</u>	Zip:	<u>50010</u>
Business	<u>(515) 233-3851</u>				
Mailing	<u>2300 Industrial Park Road</u>				
City	<u>Boone</u>	State	<u>IA</u>	Zip:	<u>50036</u>

Contact Person

Name	<u>Tracey Wilson</u>				
Phone:	<u>(515) 433-5336</u>	Email	<u>twilson@farewaystores.com</u>		

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 03/01/2019

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

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

Ownership

Fred E. Vitt Control Trust

First Name: Fred E. **Last Name:** Vitt Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 10.87% **U.S. Citizen:** Yes

Garrett S Piklapp

First Name: Garrett S **Last Name:** Piklapp
City: Huxley **State:** Iowa **Zip:** 50124
Position: Secetary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Fareway Control Trust

First Name: Fareway **Last Name:** Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 55.88% **U.S. Citizen:** Yes

Various Individuals & Trust each holding less than 5%.

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%
City: Unknown **State:** Iowa **Zip:** 55555
Position: Stockholders
% of Ownership: 33.25% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/01/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR BRICK COLUMNS AT 3109 BALSAM CIRCLE

BACKGROUND:

Hoffman Construction is seeking approval for an encroachment permit that would allow two brick columns in the public way at 3109 Balsam Circle. Although the brick columns will not encroach onto a sidewalk or street, they will be located outside of the property line. The total encroachment will be approximately 12 square feet, but not affect use of the public way.

Upon review, staff has recommended approval of the encroachment permit with the addition of three conditions:

- A. The maximum allowed height for decorative items in front yards is 48 inches; therefore, the columns must be no taller than 48 inches in height.**
- B. If the columns are hit or substantially damaged, they must be removed from the public way by the property owner at 3109 Balsam.**
- C. The columns must be built at least one foot back from the curb to avoid damage from snow plows.**

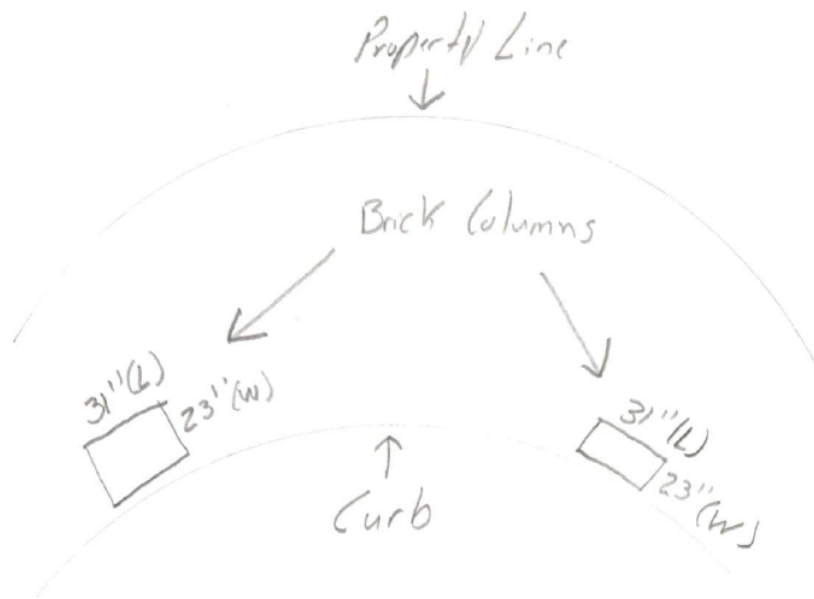
Chapter 22.3(3) of the Ames Municipal Code requires approval of the Encroachment Permit Application by the Ames City council before the permit can be issued. By signing the agreement, the applicant and owner agree to hold harmless the City of Ames against any loss or liability as a result of the encroachment, to submit a certificate of liability insurance which protects the City in case of an accident, and to pay the fee for the encroachment permit. The applicant and owner also understand that this approval may be revoked at any time by the City Council. The fee for this permit was calculated at \$25, and the full amount has been received by the City Clerk's Office along with the certificate of liability insurance.

ALTERNATIVES:

1. Approve the encroachment request with the three additional conditions bolded above.
2. Deny the request.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the encroachment request, along with the three additional conditions bolded above, for the two brick columns.



ITEM # 10
DATE: 09-11-18

COUNCIL ACTION FORM

**SUBJECT: SETTING DATE OF PUBLIC HEARING FOR STATE REVOLVING FUND
CLEAN WATER LOAN IN AN AMOUNT NOT TO EXCEED \$5,700,000 FOR
SANITARY SEWER SYSTEM IMPROVEMENTS**

BACKGROUND:

This loan provides funding for the annual program for rehabilitation/reconstruction of deficient sanitary sewers and deteriorated manholes at various locations throughout the city. The City's Capital Improvement Plan includes State Revolving Fund (SRF) Clean Water Loan funding to make significant improvements to three projects, referred to as Sanitary Sewer Rehabilitation (Manhole Rehabilitation – Basins 1 & 5), Sanitary Sewer Rehabilitation (Flood Prone Manholes), and Sanitary Sewer Rehabilitation (pipe lining).

System improvement locations have been identified through field investigation completed over the last several years. Through manhole inspections, smoke testing, and televising, several structural defects (rating of 4 or 5) have been identified as priorities within this program.

An SRF Clean Water Loan in the amount of \$5,700,000 provides funding for this Sanitary Sewer System Improvements program. Repayment of the loan will be from the Sanitary Sewer Fund. **This action will set the public hearing, which is required to proceed with the SRF loan.**

ALTERNATIVES:

1. The City Council can set September 25, 2018 as the date of public hearing to enter into a State Revolving Fund Clean Water Loan agreement in an amount not to exceed \$5,700,000.
2. The City Council can delay the hearing on the loan agreement.
3. The City Council can decide to fund these improvements from other revenues sources.

MANAGER'S RECOMMENDED ACTION:

Setting the date of public hearing will ensure that City staff can proceed with the loan funding and sanitary sewer system improvements plan as previously approved by City Council.

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

COUNCIL ACTION FORM

SUBJECT: GIS SOFTWARE ENTERPRISE LICENSE AGREEMENT (ELA)
RENEWAL

BACKGROUND:

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

The City appropriates \$50,000 annually for ESRI software licensing. The current three-year contract expires in September 2018 and thus requires reauthorization to continue licensing through 2021. The total contract amount is \$150,000 over a three-year term (\$50,000 per year) and has remained fixed since 2009. The ELA expenses are appropriated across the departments in proportion to their use.

ALTERNATIVES:

1. The City Council can decide to continue with the existing ESRI software expenditures and reauthorize the Enterprise Licensing Agreement with Environmental Systems Research Institute of Redlands, CA for a term of 3 years at a rate of \$50,000 per annum.
2. The City Council can decide not to enter into a three year agreement with Environmental Systems Research Institute. This action will result in restricted licensing and a more costly annual GIS software expenditure. Or, as an alternative, the City could seek other GIS software solutions. However, this option would require a substantial conversion effort, and alternative vendors are extremely limited.

MANAGER'S RECOMMENDED ACTION:

Approving the Enterprise Licensing Agreement with Environmental Systems Research Institute will continue to allow the City to leverage existing software expenditures and provide for unlimited internal users. Doing so provides a cost-effective way to facilitate information management and sharing across the organization and extend these tools to the public.

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



June 15, 2018

Mr. Ben McConville
City of Ames
515 Clark Ave
Ames, IA 50010-6122

Dear Ben,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com fax
Attn: Customer Service SG-EA	documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Brent Sherman

Brent Sherman | Local Government
Esri | 880 Blue Gentian Road, Suite 200 | St. Paul, MN 55121 | USA
T 651 454 0600 x1254 | M 972 989 5681 | bsherman@esri.com | esri.com

Small Government EA



Quotation # 20531314

Date: June 15, 2018

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 188850 Contract # ENTERPRISE AGREEMENT

City of Ames
Information Services
515 Clark Ave
Ames, IA 50010-6122

ATTENTION: Ben McConville
PHONE: (515) 239-5162
FAX: 515-239-5294

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 06/15/2018 To: 09/13/2018

Material	Qty	Description	Unit Price	Total
110037	1	Year 1: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 2: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Year 3: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman **Email:** bsherman@esri.com **Phone:** (909) 793-2853 x1254

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legla/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



MEMO

Item 12

To: Mayor and Members of the City Council
From: City Clerk's Office
Date: September 11, 2018
Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 12. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc



Smart Choice

Public Works Department

515 Clark Avenue, Ames, Iowa 50010
Phone 515-239-5160 ♦ Fax 515-239-5404

September 11, 2018

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

RE: Quarry Estates 2nd Addition LOC Reduction #1

Ladies and Gentlemen:

I hereby certify that the street lighting, asphalt street surface course, and erosion control (COSESCO) required as a condition for approval of the final plat of **Quarry Estates Subdivision 2nd Addition** have been completed in an acceptable manner by Manatt's Inc. of Ames, Iowa, and payment for the street lights has been received by the Ames Electric Department, who installed the street lighting.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$38,201.00**. The remaining work covered by this financial security includes stormwater management, sidewalk pavement, and minor utility adjustments.

Sincerely,

A handwritten signature in blue ink that reads 'John C. Joiner'.

John C. Joiner, P.E.
Director

JJ/nw

cc: Finance, Planning & Housing, Subdivision file

Quarry Estates 2nd Addition
September 11, 2018

Description	Unit	Quantity
Stormwater Management (5B improvements)	LS	1
Sidewalk Pavement, 4"	SY	659
Minor Utility Adjustments	LS	1

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY (BOUNDARY LINE ADJUSTMENT) FOR 1801 20TH STREET & 2008 24TH STREET AND ACCEPTANCE OF RIGHT-OF-WAY DEDICATION.

BACKGROUND:

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

This Plat of Survey is a boundary line adjustment that consolidates two parcels addressed as 1801 20th Street & 2008 24th Street (as Parcel 'A') and also includes right-of-way dedication along 2008 24th Street (as Parcel 'G'). (See Attachment B – Proposed Plat of Survey.)

The parcel at 1801 20th Street is home to Northcrest, Inc. The parcel at 2008 24th Street was a former church site that was acquired by Northcrest, Inc. in 2015. The church has been demolished to make way for expansion of the Northcrest Community. The proposed Plat of Survey will result in one new parcel, labeled as Parcel "A". The right-of-way dedication along 2008 24th Street is identified as Parcel 'G'. The conveyance is by Warranty Deed.

Approval of a Plat of Survey requires conformance to all standards of the Zoning Ordinance and the Subdivision Code.

Parcel 'A' was reviewed to ensure that proposed lot dimensions comply with requirements found in the zone development standards. Currently, the parcels are zoned High Density Residential (RH), but as a separate City Council agenda item will be rezoned to Planned Residence District (F-PRD) with a base zone of Medium Density Residential.

Boundary line adjustments do not trigger additional infrastructure improvements, unless partial infrastructure improvements exist and are required to be extended across a property.

Approval of this Plat of Survey will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The

prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the office of the County Recorder.

The City Clerk will obtain signatures and submit the Warranty Deed for recording in the Office of the County Recorder.

ALTERNATIVES:

1. The City Council can approve the proposed Plat of Survey consistent with the standards of Chapter 23 for approval of a boundary line adjustment, along with accepting the right-of-way dedication by Warranty Deed.
2. The City Council can deny the proposed Plat of Survey if the City Council finds that the requirements for plats of survey for design and improvements as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Staff has determined that the proposed Plat of Survey satisfies all Subdivision Code requirements for a boundary line adjustment of existing parcels and has made a preliminary decision of approval. The resulting parcel is designed to be conforming to underlying design standards and building setbacks of PRD zoning with a base zone of Medium Density Residential (RM).

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

**ADDENDUM
PLAT OF SURVEY FOR 1801 20TH STREET & 2008 24TH STREET**

Application for a proposed Plat of Survey has been submitted for:

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

The site is located at:

Owners: Northcrest Inc. dba Northcrest Community

Existing Street Address: Lot 1: 1801 20th Street
Other Lot: 2008 24th Street

Assessor's Parcel #: Lot 1: 05-34-153-000 and Other Lot: 05-34-152-200

Legal Description: LOT 1, NORTHCREST SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF AMES, STORY COUNTY, IOWA AND THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA EXCEPT THE NORTH 35.00 FEET THEREOF AND CONTAINING 25.86 ACRES (1,126,430).

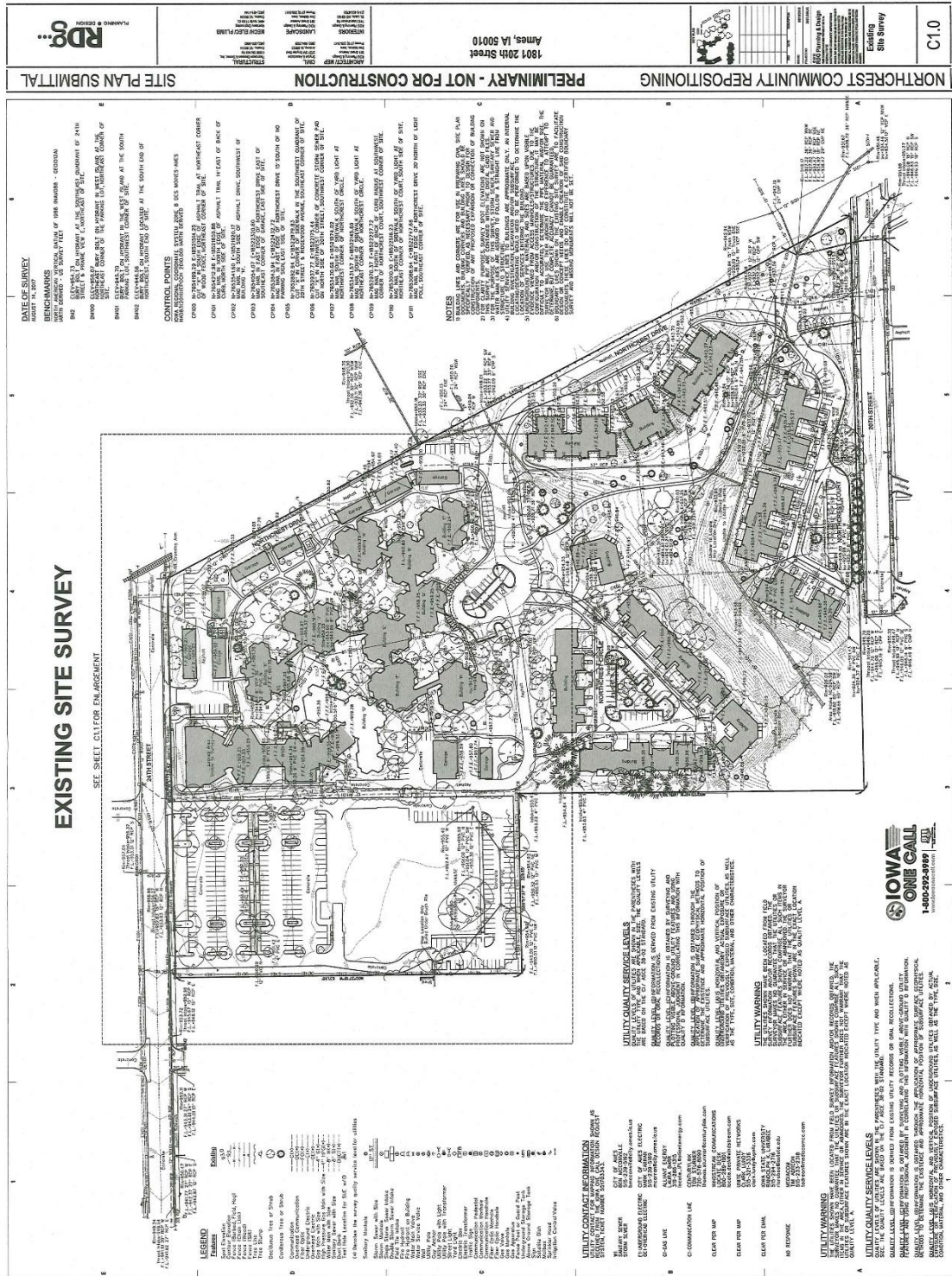
Public Improvements:

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

- Installed prior to creation and recordation of the official Plat of Survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable. (no additional improvements required)

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

Attachment A- Existing Conditions



EXISTING SITE SURVEY

SEE SHEET C11 FOR ENLARGEMENT

DATE OF SURVEY
AUGUST 14, 2017

BENCHMARKS
CORNERS OF THE SURVEY

NOTES
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

CONTROL POINTS
1. THE CONTROL POINTS SHOWN ON THIS PLAN WERE OBTAINED FROM THE SURVEY OF THE ADJACENT PROPERTY TO THE SOUTH AND WEST.

NOTES
1. THE EXISTING BUILDINGS AND UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM THE SURVEY OF THE ADJACENT PROPERTY TO THE SOUTH AND WEST.

PLANNING & DESIGN

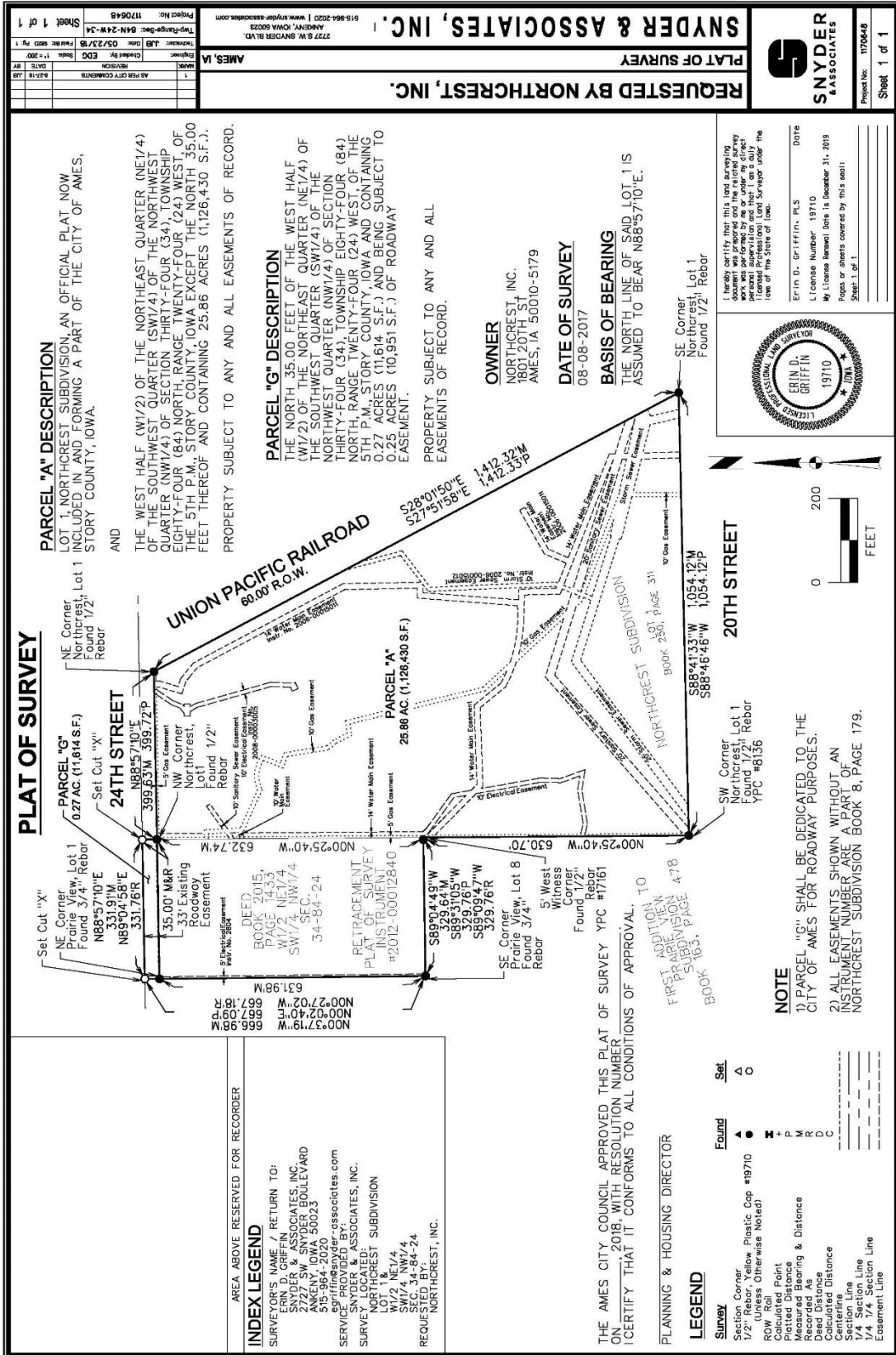
1801 20th Street
Ames, IA 50010

Northrest Community Repositioning
Site Survey
C10

PRELIMINARY - NOT FOR CONSTRUCTION

SITE PLAN SUBMITTAL

Attachment B- Proposed Plat of Survey



PARCEL "A" DESCRIPTION
 LOT 1 NORTHCREST SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA,
 AND
 THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST, OF THE 5TH P.M., STORY COUNTY, IOWA EXCEPT THE NORTH 35.00 FEET THEREOF AND CONTAINING 25.86 ACRES (1,126.430 S.F.).
 PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL "G" DESCRIPTION
 THE NORTH 35.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST, OF THE 5TH P.M., STORY COUNTY, IOWA AND CONTAINING 0.27 ACRES (1,614 S.F.) AND BEING SUBJECT TO EASEMENT.
 PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER
 NORTHCREST, INC.
 1801 20TH ST
 AMES, IA 50010-5179

DATE OF SURVEY
 08-08-2017

BASIS OF BEARING
 THE NORTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR N88°57'10"E.

REQUESTED BY NORTHCREST, INC.

PLAT OF SURVEY

AMES, IA

Project No. 17700-48
 Sheet 1 of 1

Snyder & Associates
 ERIN D. GRIFFIN, PLS
 License Number: 19710
 My License Renewal Date is December 31, 2019
 Pages or sheets covered by this seal:
 Sheet 1 of 1

I hereby certify that this land survey document was prepared and the required survey work was performed by me or under my direct supervision in accordance with the Iowa Professional Land Surveyor laws of the State of Iowa.

PLAT OF SURVEY

PARCEL "G"
 0.27 AC (1,614 S.F.)
 NE Corner Found 3/4" Rebar
 Set Cut "X"
 N88°57'10"E
 N89°04'58"E
 331.91m
 331.76R

PARCEL "A"
 25.86 AC (1,126.430 S.F.)
 NE Corner Found 3/4" Rebar
 Set Cut "X"
 N88°57'10"E
 N89°04'58"E
 331.91m
 331.76R

PARCEL "H"
 0.27 AC (1,614 S.F.)
 NE Corner Found 3/4" Rebar
 Set Cut "X"
 N88°57'10"E
 N89°04'58"E
 331.91m
 331.76R

NOTE
 1) PARCEL "G" SHALL BE DEDICATED TO THE CITY OF AMES FOR ROADWAY PURPOSES.
 2) ALL EASEMENTS SHOWN WITHOUT AN INSTRUMENT NUMBER ARE A PART OF NORTHCREST SUBDIVISION BOOK 8, PAGE 179.

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND
 SURVEYOR'S NAME / RETURN TO:
 ERIN D. GRIFFIN
 SNYDER & ASSOCIATES, INC.
 ANKENY, IOWA 50023
 515-964-2020
 egri@snyder-associates.com

SERVICE SURVEYOR: ERIN D. GRIFFIN
SURVEY LOCATED: NORTHCREST SUBDIVISION
 LOT 1, NW1/4, SW1/4, NW1/4, SEC. 34-84-24

REQUESTED BY: NORTHCREST, INC.

THE AMES CITY COUNCIL APPROVED THIS PLAT OF SURVEY YPC #1761 ON 10/20/2018 WITH RESOLUTION NUMBER 1761. THIS PLAT CERTIFIES THAT IT CONFORMS TO ALL CONDITIONS OF APPROVAL.

PLANNING & HOUSING DIRECTOR

LEGEND

Found	Set
1/2" Rebar, Yellow Plastic Cap #19710	Δ
(Unless Otherwise Noted)	○
ROW Rail, Point	H
Measured Distance	P
Recorded As	M
Measured Bearing & Distance	R
Center Line	D
Section Line	- - - - -
1/4 Section Line	- · - · -
Easement Line	- · - - -

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 2800, 2820, 2902 AND 2920 EAST 13TH STREET

BACKGROUND:

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or adjusting the boundary lines of existing tracts. Section 23.308 allows the use of a plat of survey for a boundary line adjustment.

This plat of survey is a boundary line adjustment that consolidates two previously platted parcels, and two unplatted parcels into a new Parcel "L" (see Attachment C – Proposed Plat of Survey). Parcel "A" (2902 E. 13th Street) previously owned by Doolittle Oil Company, Inc. was established in 1992, and Parcel "F" (2800 E. 13th Street), currently occupied by the Danfoss facilities, was created through the recording of a plat of survey in 1998. The site is access by a shared driveway off of E. 13th Street.

The property owner has plans to make changes to the current site improvements that will involve all four existing parcels. **It is necessary to consolidate Parcel "A", Parcel "F", and the two unplatted parcels into a new Parcel "L", to establish a valid lot of record, prior to issuance of a building permit for additional development.**

Parcels "A" and "F" are zoned as GI (General Industrial). The unplatted parcels at 2820 and 2920 E. 13th Street are presently zoned as A (Agricultural). **It is understood that the boundary of the zoning districts are not changed with the Plat of Survey. Rezoning of the land area at 2820 and 2920 E. 13th Street will be necessary for any improvements related to industrial uses.**

Easements exist for sanitary sewer, water main, access, ingress/egress and a joint driveway easement, as shown on the proposed plat of survey. No additional easements are needed at this time. Additional easements may be needed, prior to approval of a Minor Site Development Plan for future site improvements.

Approval of a Plat of Survey requires conformance to all standards of the Zoning Ordinance and the Subdivision Code. Proposed Parcel "L" meets all standards with the exception of installation of a sidewalk along the East 13th Street frontage. Boundary line adjustments do not trigger additional infrastructure improvements, unless partial infrastructure improvements exist and are required to be extended across a property. No public sidewalk exists on the subject properties. Therefore, no improvements are required with the plat of survey.

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

ALTERNATIVES:

1. The City Council can approve the proposed plat of survey consistent with the standards of Chapter 23 for approval of a boundary line adjustment.
2. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey for design and improvements as described in Section 23.308 have not been satisfied or indicates the need for a rezoning of 2820 and 2920 E. 13th to General Industrial prior to merging the parcels.
3. The City Council can refer this back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Staff has determined that the proposed plat of survey satisfies all Code requirements for the proposed boundary line adjustment and has made a preliminary decision of approval. Staff has determined that the proposed plat of survey does not trigger City infrastructure requirements as defined within the Subdivision Code.

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

ADDENDUM
PLAT OF SURVEY FOR 2800/2820/2902/2920 EAST 13TH STREET

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

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

Owner: SUSAS HOLDING OF STORY COUNTY INC

Parcel ID: 1006100040 (2800 E. 13th St.)
1006100120 (2820 E. 13th St.)
1006100205 (2902 E. 13th St.)
1006100210 (2902 E. 13th St.)

Legal Description: See Attachment D – Proposed Plat of Survey (Legal Description)

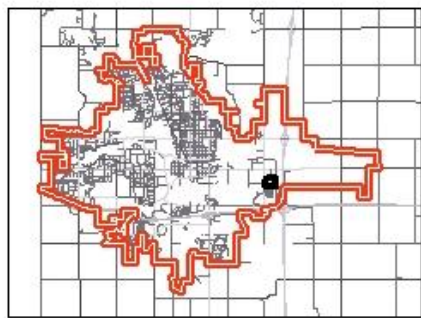
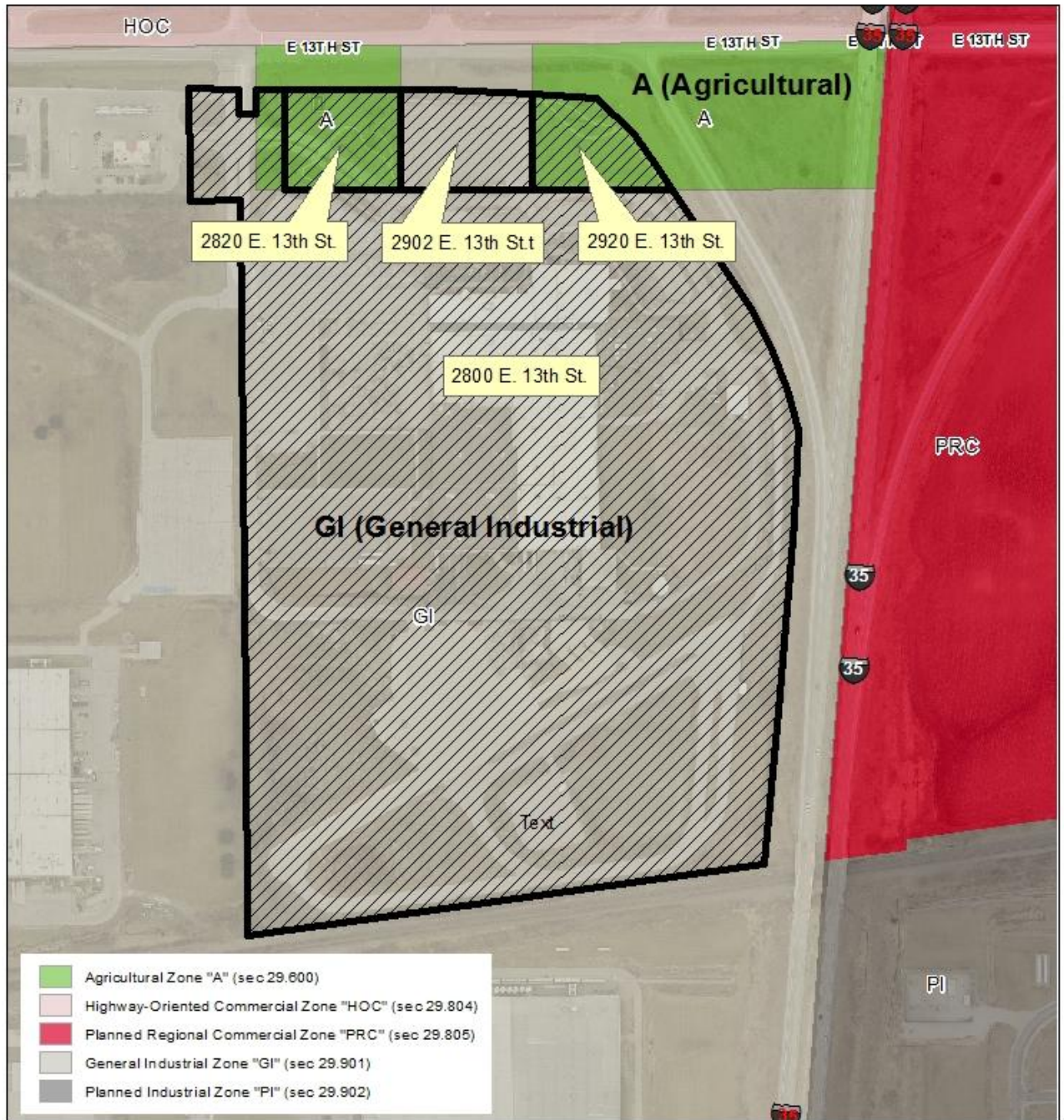
Public Improvements:

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

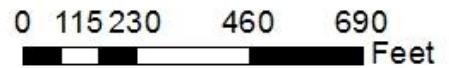
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable.

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

ATTACHMENT A: LOCATION & ZONING MAP



Location & Zoning Map
2800/2820/2902/2920 E.13th St.



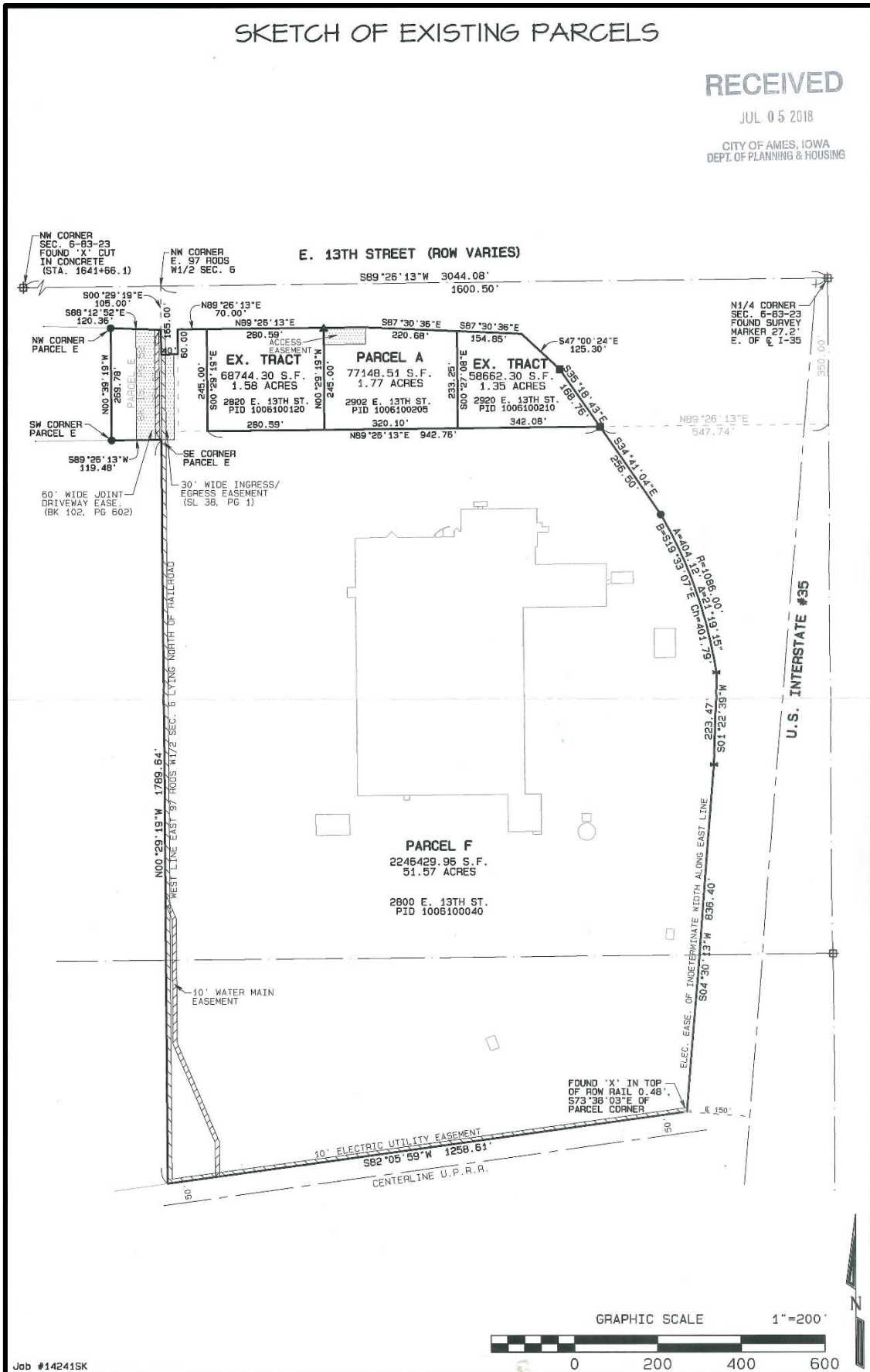
ATTACHMENT B: SKETCH OF EXISTING BOUNDARIES

SKETCH OF EXISTING PARCELS

RECEIVED

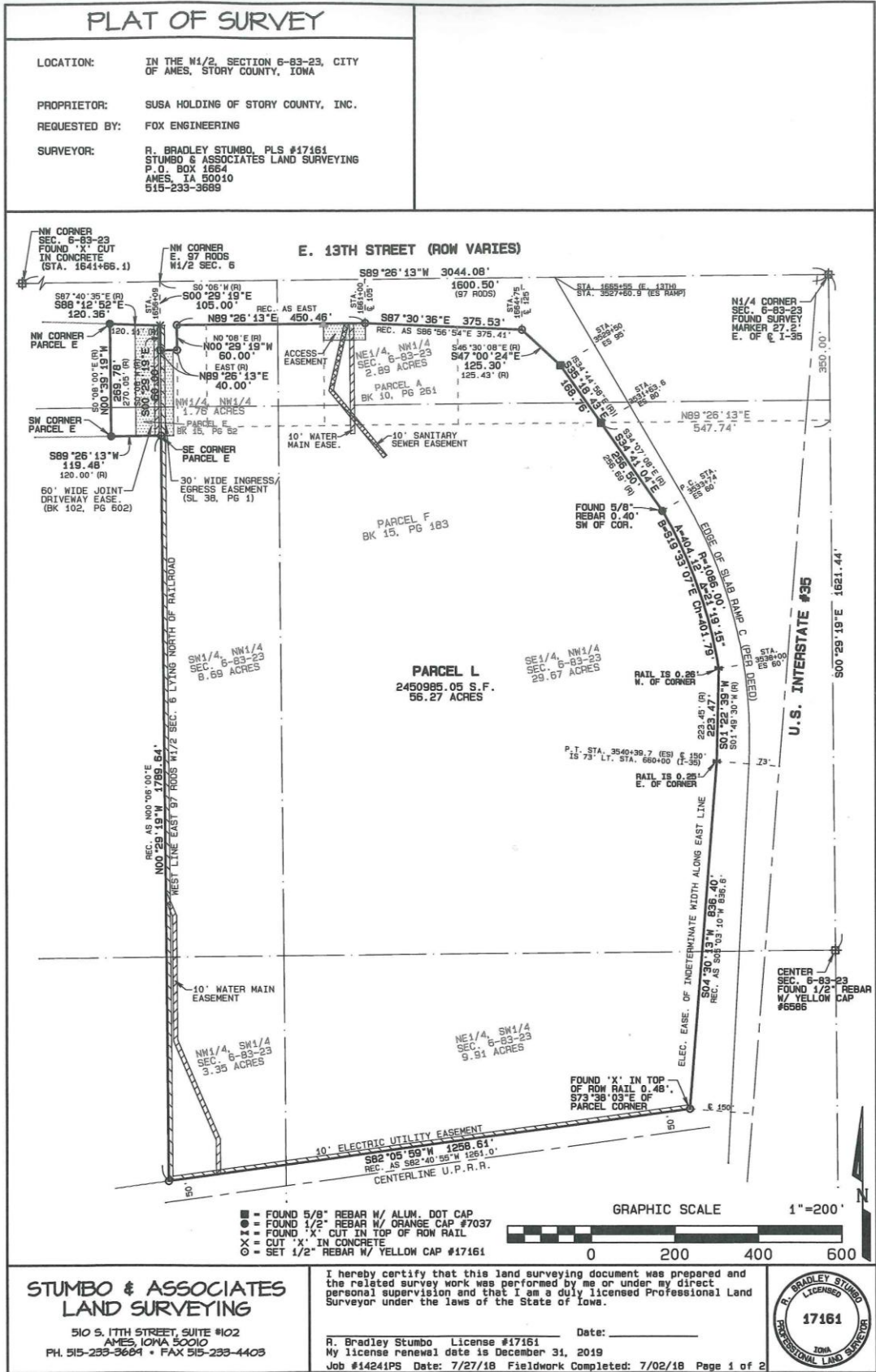
JUL 05 2018

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING



Job #142415K

ATTACHMENT C: PROPOSED PLAT OF SURVEY



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

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

Date: _____

R. Bradley Stumbo License #17161
 My license renewal date is December 31, 2019
 Job #14241PS Date: 7/27/18 Fieldwork Completed: 7/02/18 Page 1 of 2



ATTACHMENT D: PROPOSED PLAT OF SURVEY (LEGAL DESCRIPTION)

Job 14241PS
Page 2 of 2

Survey Description-Parcel 'L':

Parcel A, as shown on the Plat of Survey filed in Book 10, Page 261, Parcel E, as shown on the Plat of Survey filed in Book 15, Page 52, Parcel F, as shown on the Plat of Survey filed in Book 15, Page 183, and part of the Northwest Quarter lying south of East 13th Street and west of Ramp C of U.S. Interstate Highway #35, all as described in a Correction Warranty Deed filed at Inst. No. 97-09270 and in a Warranty Deed filed at Inst. No. 97-10345, all in the West Half of Section 6, Township 83 North, Range 23 West of the 5th P.M., City of Ames, Story County, Iowa, and all together being described as follows: Commencing at the North Quarter Corner of said Section 6; thence S89°26'13"W, 1600.50 feet along the north line of said Section 6 to the Northwest Corner of the East 97 Rods of the West Half of said Section 6; thence S00°29'19"E, 105.00 feet to the Northeast Corner of said Parcel E, said point being on the south right of way line of E. 13th Street and the point of beginning; thence following said right of way line S00°29'19"E, 60.00 feet; thence N89°26'13"E, 40.00 feet; thence N00°29'19"W, 60.00 feet; thence N89°26'13"E, 450.46 feet; thence S87°30'36"E, 375.53 feet to the westerly right of way line of Ramp 'C' of U.S. Interstate Highway #35; thence following said line S47°00'24"E, 125.30 feet; thence S35°18'43"E, 168.76 feet; thence S34°41'04"E, 256.50 feet to the beginning of a curve; thence southerly, 404.12 feet along said curve having a radius of 1086.00 feet, concave to the west, a central angle of 21°19'15" and being subtended by a chord which bears S19°33'07"E, 401.79 feet; thence S01°22'39"W, 223.47 feet; thence S04°30'13"W, 836.40 feet to the north line of the Union Pacific Railroad; thence S82°05'59"W, 1258.61 feet along said line to the west line of said East 97 Rods of the West Half of Section 6; thence N00°29'19"W, 1789.64 feet along said line to the Southeast Corner of said Parcel E; thence following the boundary thereof S89°26'13"W, 119.48 feet; thence N00°39'19"W, 269.78 feet; thence S88°12'52"E, 120.36 feet to the point of beginning, containing 56.27 acres.

The Ames City Council approved this Plat of Survey on _____, 2018, with Resolution No. _____.
I certify that it conforms to all conditions for approval.

Planning and Housing Director

COUNCIL ACTION FORM

SUBJECT: ENDORSEMENT OF IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION FOR FINANCIAL ASSISTANCE FOR 3M WITH NO LOCAL MATCH REQUIREMENT

BACKGROUND:

The 3M Company has applied for economic development assistance from the Iowa Economic Development Authority (IEDA) to expand operations at the Ames plant. **The application does not include a request for a local match, but local sponsorship of the application is required to proceed.**

The project will include converting approximately 30,000 square feet of space at the Ames plant currently used for warehousing and light manufacturing to a more intense manufacturing use. Total investment expected for the project is \$30,185,400, including a \$2,278,477 assistance package from IEDA primarily in the form of investment tax and other state tax credits. This project utilizes existing buildings at the Ames facility and is expected to create an additional 16 jobs. **No local assistance from the City is required. The City's involvement will be administrative as the local sponsor.**

IEDA will review the 3M application for assistance on September, 21, 2018. **For the IEDA to continue consideration of this project, the City Council must adopt a resolution supporting the submittal of the 3M application for IEDA assistance.**

ALTERNATIVES:

1. Adopt a resolution supporting the submittal of an application from 3M requesting economic development assistance from IEDA with no local match.
2. Do not adopt a resolution of support for 3M application.

MANAGER'S RECOMMENDED ACTION:

3M is an international company with a long-term presence in Ames that is making a significant investment of capital to expand employment without the cost of additional City infrastructure or local match requirements. In keeping with the Council's goal to promote economic development, this project will expand the number of quality jobs within our city.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby adopting a resolution supporting the submittal of an application from 3M request for economic development assistance from IEDA, with no local match.



Debi V. Durham, Director
Iowa Economic Development Authority

Business Financial Assistance Application

Business Finance - Business Development Division
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, Iowa 50309-1819
iowaeconomicdevelopment.com
Telephone: 515.348.6153 Email: businessfinance@iowaeda.com

Application Instructions

To Complete Electronic Form: Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application and attach only those additional sections for the components to which the applicant is applying.

<p><u>STATE of IOWA – Financial Assistance Program</u></p> <p>High Quality Jobs Program (HQJ)</p> <p><input checked="" type="checkbox"/> Tax Credits</p> <p><input type="checkbox"/> Direct Financial Assistance</p>
--

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material change to the format, questions, or wording of questions presented in this application will render the application invalid and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments are not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at IEDA to initiate the review process:
 - One **original**, signed application form and all required attachments
 - One **electronic** copy of the application form and all required attachments

Facsimile copies will not be accepted.

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.

Public Records Policies

During the application process, the information submitted by you to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once you receive an award, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that your information will be treated as confidential.

Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

Exemptions to the Open Records Law

If you wish to have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

Non-Confidential Information

Information that is submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, your company’s employee benefit information, and your project budget.

Additional Information Available. Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

SECTION A

Applicant Information

Date Application Submitted: 8/31/18

1. **Name of Business:** 3M Company
2. **Entity Name(s) for contracting** (please include all that are involved in proposed project):
3. **Address:** 3M Center, Bldg. 220-9E-02
4. **City, State & Zip Code:** St. Paul, MN 55144-1000
5. **Contact Person:** Matt D. McKenzie **Title:** Manufacturing Director
6. **Phone:** 651 737 1232 **Fax:** 16517337505 **Email:** mdmckenzie1@mmm.com
7. **FEIN:** 41-0417775
8. **Please indicate your tax period end date:** 12/31/2018
9. **NAICS Code for primary business operations:** 327910
10. **US DOT Number:** 107848

11. **Does the Business file a consolidated tax return under a different tax ID number?**
 Yes (If yes, please also provide that tax ID number) No
 a. **Is the contact person listed above authorized to obligate the Business?**
 Yes No If no, please provide the name and title of a company officer authorized to obligate the Business:

12. **If the application was prepared by someone other than the contact person listed above, please complete the following: NA**
 Name of Business:
 Address:
 City, State & Zip Code:
 Contact Person: Title:
 Phone: Fax: Email:

Sponsor Information (A sponsor organization is a city or county)

13. **Sponsor Organization:** City of Ames
14. **Official Contact (e.g. Mayor, Chairperson, etc.):** Steve Schainker **Title:** Mayor John Haila
15. **Address:** 515 Clark Avenue
16. **City, State & Zip Code:** Ames, IA 50010
17. **Phone:** 515-239-5101 **Fax:** 515-239-5142 **Email:** sschainker@city.ames.ia.us
18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**
 Yes No, please contact the following person:

 Name: Drew Kamp Title: Director of Business Retention/Expansion & Public Policy
 Address: 304 Main Street
 City, State & Zip Code: Ames, IA 50010
 Phone: 515-817-6311 Fax: 515-233-3203 Email: drew@ameschamber.com

If necessary, please list information on additional sponsors in an attachment.

SECTION B

Business Information

- Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**
3M Company (hereafter "3M") is a global science company that never stops inventing. Using 46 technology platforms, our integrated team of scientists and researchers works with customers to create breakthroughs. Our inventions have improved daily life for hundreds of millions of people all over the world. With \$32 billion in sales, our 91,000 employees connect with customers all around the world. Scientists, researchers and marketers work across countries and across subjects to solve challenges big and small.
- Business Structure:**
 Cooperative Corporation Limited Liability Company
 Partnership S-Corporation Sole Proprietorship
- State of Incorporation: Delaware
- Identify the Business' owners and percent ownership: Publicly Traded Company
- Does a woman, minority, or person with a disability own the Business? Yes No
- List the Business' Iowa locations and the most current number of employees at each location. Ames-398, Forrest City-161 and Knoxville-555. Cordova, IL also employs 455 people and Prairie Du Chien, WI employs 630, many of which live in Iowa.
- What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries, and other affiliated entities in this figure.) 91,536 (2017)

Project Information

- Project Street Address:** 900 Dayton Avenue
Project City & Zip Code: Ames, IA 50010 **Project County:** Story
- Type of Business Project:**
 Startup Expansion of Iowa Company New Location in Iowa
- Does the project site qualify as a "Brownfield" or "Grayfield" site?** Yes No
If yes, please explain and document as Attachment A6.
- Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**
The project is to purchase and install equipment to manufacture products that perform much better than products currently on the market. The project would require roughly 30,000sqft in the 3M Ames facility. Currently this space is being used for warehousing and light manufacturing of other products. Process and productivity improvement activities over the past few years will allow the facility to consolidate some processes in order to free up space for the additional manufacturing. This project would require relocating some manufacturing to other areas of the plant. It also includes increasing the capacity of utilities and adding climate controls to parts of the plant, both of which are required by the new processes.

12.

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Partial Approval	09/17/2018	
Authorization for Expenditure Estimates Complete	03/15/2019	
Equipment Installation	08/01/2020	
Qualification	10/01/2020	
Start Production	01/01/2021	

- Has any part of the project started*?** Yes No
If yes, please explain.

* For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, the execution of a lease, or the installation of equipment to be used in the project.

14. **Identify the Business' competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. 3M competes with global industrial abrasive article manufacturers such as Norton (Saint-Gobain), Hermes, VSM, SIA Abrasive, and Mirka. It is not anticipated that this project would adversely impact any Iowa businesses
15. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**
 Yes No
 If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.
16. **Is the Business actively considering locations outside of Iowa?** Yes No
 If yes, where and what assistance is being offered? 3M completes a source of supply analysis for all major capital expenditures that evaluate existing 3M locations internationally, as well as new locations that have favorable features, which includes a review of any tax advantages. Local incentives are evaluated during the source of supply and financial justification analysis to determine the best location for new operations. Locations under consideration are Mexico, Tennessee and the existing 3M Ames, IA facility.
17. **Please identify the company project management for the project location and experience.** The project management is being performed by an employee with over 20 years experience who has led similar sized projects globally. The work is overseen by 3M corporate office who has extensive project management experience.

SECTION C

Applicant's Project Budget

1. **Does the Business plan to lease the facility?** Yes No
 If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance, and operating/maintenance expenses) for three years in the budget below, and only major renovation costs your company expects to incur. Administrative rules require that the lease be in place for a minimum of five years.
2. Please complete the budget below. Include only costs the company plans to incur directly:

Use of Funds	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Base Rent (3 years)							
Tenant Improvements							
Land Acquisition							
Site Preparation	\$3,679,275			\$3,679,275			
Building Acquisition							
Building Construction	\$3,307,125			\$3,307,125			
Building Remodeling							
Mfg. Machinery & Equip.	\$19,897,500			\$19,897,500			
Other Machinery & Equip.	\$747,700			\$747,700			
Racking, Shelving, etc. ¹							
Computer Hardware	\$2,350,000			\$2,350,000			
Computer Software							
Furniture & Fixtures							
Working Capital							
Research & Development	\$2,350,000			\$2,350,000			
Other							
TOTAL	\$30,185,400	\$	\$	\$30,185,400	\$	\$	\$

¹ Racking, shelving and conveyor equipment used in distribution center projects only

3. Please complete the chart below with proposed financing for the project (tax benefits should be reflected as indirect financing under #5 below):

PROPOSED FINANCING					
Source of Funds	Amount	Form of Funds	Rate and Term	Commitment Status	Conditions/Additional Information

Add additional lines as needed		(Loan, Grant, In-Kind, Donation, etc.)			Include when funds will be disbursed; If loan, whether payments are a level term, balloon, etc
Source A: IEDA (see #4 below)	\$				
Source B: Local Government	\$				
Source C: Business	\$30,185,400	Self-funded			
Source D: Other Source	\$				
Source E: Other Source	\$				
Source F: Other Source	\$				
TOTAL	\$				

4. **Direct financial assistance (loans/forgivable loans) must be secured with acceptable collateral. Please select the type of collateral your company will pledge to secure the IEDA financing, and document its value in Attachment A5. ***

	Explain:
No collateral, funding disbursed at the end of the 5-year contract <input type="checkbox"/>	
Irrevocable letter of credit <input type="checkbox"/>	
Dedicated certificate of deposit (CD) <input type="checkbox"/>	

* The IEDA Board has the final discretion on what collateral will be accepted.

5. Please complete the chart below with tax credits and other indirect financing expected for the project:

TAX CREDITS AND INDIRECT FINANCING		
Source of Funds	Amount	Description
Investment Tax Credit	\$1,345,385	
Sales, Service & Use Tax Refund	\$209,592	
Research Activities Credit (3%/10%)	\$580,500	
Local Property Tax Exemption		
Tax Increment Financing		
260E Job Training Funds	\$134,000	
In-kind Contribution		
Other		
TOTAL	\$2,278,477	

6. **There are three justifiable reasons for providing assistance. Check the box next to the reason why assistance is needed to complete this project.**

Financing Gap - A gap exists between the financing required and the financing on-hand and the provision of tax incentives or assistance is necessary to fill the gap.

Rate of Return Gap - The likely returns of the project are inadequate to motivate a company decision maker to proceed with the project even if sufficient debt or equity can be raised to finance the project, and the project's risks outweigh its rewards, making the provision of tax incentives or assistance necessary to reduce the project's risks.

Location Disadvantage (Incentive) - The business is deciding between a site in Iowa ("Iowa site") and a site in another state ("out-of-state site") for its project and the cost of completing the project at the out-of-state site is demonstrably lower, making tax incentives or assistance necessary to equalize the cost differential between the two sites. Note: The authority will attempt to quantify the cost differential between the sites.

7. **Please provide a brief explanation of the need for assistance.**

3M completes a source of supply analysis for all major capital expenditures that evaluate existing 3M locations internationally, as well as new tax friendly locations. Local incentives are evaluated during the source of supply and financial justification analysis to determine the best location for new operations. Locations under consideration are Mexico, Tennessee and the existing 3M Ames, IA facility.

SECTION D

Employee Benefits

There are three options to meeting the sufficient benefit requirement. These options are detailed in the chart below. Please complete questions 1-3. If your company meets Option 1 or 2, no additional information is required. If you would like to utilize Option 3, please also complete questions 4-6.

	Option 1	Option 2	Option 3
	80% single Coverage	50% Family coverage	Monetary Equivalent
Total Number of Employees in US	Pay 80% of premium costs for a standard medical plan, single coverage.	Pay 50% of premium costs for a standard medical plan, family coverage.	Provide medical and pay the monetary equivalent of Option 1 or Option 2 in supplemental employee benefits.
250+	\$1250 maximum deductible	\$2500 maximum deductible	<i>Benefits Counted Toward Monetary Equivalent: Medical coverage, Dental coverage, Vision insurance, Life insurance, Pension, 401(k) (company's Average contribution, Short-/long-term disability insurance, Child care services, Other nonwage compensation</i>
50-249	\$2250 maximum deductible	\$4500 maximum deductible	
0-50	\$2000 maximum deductible	\$4000 Maximum deductible	

- How many full-time, permanent employees does your company currently employ within the U.S.? 35,000
- What is the total premium cost for a standard medical plan for **single employee coverage**? \$6,059
 - What portion of this cost is paid by the business? 90%
 - What is the deductible associated with this plan? \$550
- What is the total premium cost for a standard medical plan for **family coverage**? \$17,900
 - What portion of this cost is paid by the business? 90%
 - What is the deductible associated with this plan? \$1,100

No additional information required, in this section, if your company meets the requirement for Option 1 or Option 2

- Does your company provide additional benefits to full time employees? Yes No
If yes, please provide the annual amount **offered by the business, per employee** in the chart below:

Benefit	Annual amount paid by the business (per employee):
Dental Insurance – Single plan	\$
Dental Insurance – Family plan	\$
Pension (Use 3-year average calculated below)	\$
Retirement Plan - i.e. 401(k) (Use 3-year average calculated below)	\$
Profit Sharing Plan (Use 3-year average calculated below)	\$
Childcare Services	\$
Life Insurance coverage	\$
Disability Insurance coverage	\$
Health Savings Account (HSA) contribution	\$
TOTAL	\$

- Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan? Yes No
If yes, please indicate the amount contributed on a per employee basis by the Business to the plan for the last three years. For 401(k) plans, please provide information on the company match and indicate the average annual match per employee.

Year Ending	Average Actual Match per Employee (\$)
	\$
	\$

	\$
Three-year Average:	\$

6. Does the Business offer a profit-sharing plan? Yes No

If yes, please indicate total amount paid out each year for the past three years and then, determine the average annual bonus or contribution per employee for that three year period.

Year Ending	Average Actual Share per Employee (\$)
	\$
	\$
	\$
Three-year Average:	\$

Notes:

1. *A qualified plan must be offered to all full-time permanent employees.*
2. *If you have multiple health insurance plans, please provide information on each plan.*

SECTION E

Project Jobs

1. List the jobs that will be created and/or retained as the result of this project. (A retained job is an existing job that would be eliminated or moved to another state if the project does not proceed in Iowa.) For jobs to be created, include the starting and final hourly wage rate. For retained jobs, include the current hourly wage rate.

Full-Time CREATED Jobs	<i>(Add additional rows as needed)</i>		
Job Title	Number of CREATED Jobs	Starting Hourly Wage	Wage at 36 months following the award
Salaried Staff(Engineer, Supervisor)	5	\$80,000/year	\$80,000/year
Maintenance	4	\$26.08	\$27.70
Lead Operator	3	\$24.04	\$27.25
Mixing & Press Operators	4	\$23.24	\$26.20
Total Full-Time CREATED Jobs	16		

Full-Time RETAINED Jobs	<i>(Add additional rows as needed)</i>	
Job Title (AT-RISK jobs only)	Number of RETAINED Jobs	Current Hourly Wage
Total Full-Time RETAINED Jobs		

2. Is the hourly wage rate based on a 40 hour work week, 52 weeks per year? Yes No
If no please explain:

BUSINESS TAX PAGE MARKED CONFIDENTIAL AND WITHDRAWN
FROM DOCUMENT

SECTION G

Attachments

Please attach the following documents:

A1 Project Plan - See Attachment A1

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information that has not already been described in the application for financial assistance.

Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.

A2 Payroll Information (Confidential)

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals. **See Attachment A2-1**
- **A copy of the most recent payroll report for one pay period. See Attachment A2-2** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
 - A sample Excel spreadsheet can be provided by IEDA staff

A3 Affidavit See Attachment A3 that states the Business has not, within the last five years, violated state or federal statutes, rules, and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

A4 Financial Information Publicly Traded Company See Quarterly Financial Statements (Confidential, unless already publicly available) (Existing Businesses Only)

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

A5 Collateral documentation (If requesting direct financial assistance only)

A6 Brownfield or Grayfield site documentation (if applicable)

SECTION H

Certification & Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? Yes No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity? Yes No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner? Yes No
6. *If yes to any of the above, please provide additional explanation:*

For H-1 and H-4: See 3M latest quarterly report on Form 10-Q filed with the SEC, in which, Note 14 "Commitments and Contingencies" has detailed discussions on various legal proceedings and regulatory matters. In addition, on occasion 3M receives notices of alleged violations of EHS laws and in those situations we investigate, apply mitigation and corrective action as appropriate and work with the relevant agencies to resolve those matters in an expeditious manner. For more information on 3M's commitments and performance on health and safety and the environment, as well as 3M's progress toward its 2025 Sustainability Goals, please see 3M's Sustainability Report at www.3m.com/sustainability.

For additional information specific to Iowa environmental, health or safety (EHS) regulatory enforcement activity at 3M's Iowa manufacturing sites (item 4 above), please refer to the Appendix 1 (EHS Regulatory Enforcement Activity at 3M Iowa Manufacturing Sites, 2013-2018) of Attachment A3.

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are based on input from those within 3M Company who are in a position to know, and true and correct in all material respect to the best of my knowledge. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

[Remainder of page intentionally left blank; Signature page follows]

For the Business:

For the Sponsor(s):

Signature

Date

Signature

Date

Matt D. McKenzie, Manufacturing Director
3M Abrasive Systems Division

Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.

COUNCIL ACTION FORM

SUBJECT: **HAULED WASTE AGREEMENT WITH BURKE CORPORATION**

BACKGROUND:

The Ames Water Pollution Control Facility (WPCF) is capable of accepting hauled liquid wastes. Depending on the nature of the waste, it can be either discharged into the headworks of the facility, or it can be discharged directly into the digesters. Appendix Q of the Ames Municipal Code contains fees for the disposal of such hauled wastes. Fees have been established for domestic/septic tank waste and for restaurant grease trap waste. For unique non-domestic waste, the fees are calculated on a case-by-case basis. There is an additional 15% surcharge that applies for wastes that originate outside the Ames City limits.

Burke Corporation, located in the City of Nevada, processes fully cooked meat products for the food service and prepared foods industries. Burke is proposing an expansion to their production. The Nevada Wastewater Treatment Plant currently accepts waste from Burke, but does not have sufficient capacity to be able to accept the planned increase in loading from Burke. The City of Nevada is undertaking a capacity expansion, but it will be approximately five years before it is able to accept the additional loading from Burke.

In July of this year, Ames staff was approached by the Ames Economic Development Commission on behalf of Burke, inquiring whether the Ames WPCF would have the capability of accepting a portion of the wastewater generated by Burke’s proposed expansion. The waste would be hauled by tanker truck from Burke’s facility to the Ames WPCF. The loading would gradually increase over a period of four years as Burke works to ramp up their production.

Burke Corp. has provided an estimate of the volume and concentration that they anticipate would need to be hauled to the Ames WPCF. The table below shows the anticipated maximum volume and loading provided by Burke.

Parameter	2020	2021	2022	2023
Average volume, gallons/day	4,800	7,500	10,700	19,800
Average CBOD mass, lbs/day	75	100	130	210

CBOD –Carbonaceous Biochemical Oxygen Demand

The following table compares the anticipated loading due to hauled waste from Burke to the design capacity of the Ames WPCF and its current loading.

	WPC Design Capacity	Current Loading	Available Capacity	Year 5 Load from Burke

Flow (MGD)	12.1	9.3	2.8	0.019
BOD (lb/day)	16,150	12,600	3,550	210
TSS (lb/day)	16,190	17,400	-1,210	52.5
TKN (lb/day)	2,750	1,750	1,000	23.6
TP (lb/day)	--	320	--	10.5

BOD – Biochemical Oxygen Demand
TSS – Total Suspended Solids
TKN – Total Kjeldahl Nitrogen
TP – Total Phosphorus

Note that the data set above suggests that the Ames WPCF is already overloaded for Total Suspended Solids (TSS). Over time, it has become clear that the design capacity for TSS was very conservative, as the facility continues to comfortably meet its permit limits in spite of exceeding the design loading.

Based on the proposed volume and loading, an estimate of the fees that would be generated from the hauled waste is shown below.

	CBOD @ \$0.44/lb (+15%)		TSS @ \$0.65/lb (+15%)		TKN @ \$1.01/lb (+15%)		Total P, no surcharge		Volume @ \$0.00377/gal (+15%)		Hauled Fee @ \$8.24 per truck (+15%)	Annual \$
	lbs per day	\$/ day	lbs per day	\$/ day	lbs per day	\$/ day	lbs per day	\$/ day	1,000 gal. per day	\$/ day	\$/ day	@ 252 days per year
2020	75	\$38	17	\$13	8	\$9	4	\$0	4.8	\$21	\$8	\$17,054
2021	100	\$51	26	\$20	12	\$12	5	\$0	7.5	\$22	\$11	\$24,056
2022	130	\$66	35	\$26	16	\$16	7	\$0	10.7	\$46	\$17	\$32,201
2023	210	\$106	53	\$39	24	\$24	11	\$0	19.8	\$86	\$31	\$51,448
												\$124,759

The Ames Economic Development Commission has provided the attached letter encouraging the City of Ames to provide this assistance, in support of regional economic growth.

Accepting hauled waste will use a portion of the available capacity of the Ames WPCF, and that capacity will not be available for other growth in Ames until the proposed agreement expires in five years (when the Nevada expansion is complete and Burke can discharge directly to Nevada). However, the incremental loading from the proposed Burke waste is not a significant percentage of the currently available capacity, and staff believes that accepting the Burke waste would not be a determining factor in deciding whether there is sufficient capacity to accommodate a future industry in Ames.

The agreement will be for a limited period of time, and the capacity will eventually become available again for future growth within Ames. Ames ratepayers can be

assured that they are not subsidizing an entity outside the City limits due to the 15% surcharge being applied.

Council is not being asked to authorize a specific agreement at this time. Instead, if Council is in support of the concept, it could give staff direction to develop a specific treatment agreement that would include details such as: time of day or day of week that loads can be delivered; the length of the agreement; and other items.

ALTERNATIVES:

1. Approve the concept of accepting hauled waste from Burke Corporation, and direct staff to develop a written treatment agreement that will be brought back to Council for final approval.
2. Do not approve the concept of accepting hauled waste from Burke Corporation.

MANAGER'S RECOMMENDED ACTION:

The Ames WPCF currently has additional capacity that is available to support growth in the community. Until that capacity is needed, however, it is not generating any revenue for the Sewer Fund. Approving an agreement to accept hauled waste for a fixed period of time would allow the facility to generate revenue in the short term, while knowing that the capacity will be "released" and available for future growth once Burke is able to discharge directly to the Nevada Wastewater Treatment Plant.

Because of 1) the indirect economic benefits that will be realized by the City with the expansion of the Burke facility in Story County, 2) the additional revenue that can be generated from the unused capacity at the WPC Plant, 3) the opportunity to assist one of our neighboring cities in securing an economic development project, and 4) the fact that the amount of capacity that will be lost at the WPC Plant over a short period of time due to accepting the Burke waste will be minimal; it is the recommendation of the City Manager that the City Council adopt Alternative No. 1. This action will approve the concept of accepting hauled waste from Burke Corporation, and direct staff to develop a written treatment agreement that will be brought back to Council for final approval.

September 6, 2018

Steve Schainker
City of Ames
City Manager
515 Clark Avenue
Ames, Iowa 50010

Mr. Schainker,

The Ames Economic Development Commission (AEDC) recently approached you and Director of the Ames Water and Pollution Control Department John Dunn regarding a to-be-negotiated wastewater hauling agreement with Burke Corporation (wholly-owned subsidiary of Hormel Foods) in Nevada, who intends to invest significantly in their Nevada facility. The expansion will double the production of the plant, create 210 new jobs, and require a capital investment of \$150 million. The Iowa Economic Development Authority will be investing significantly in the project, and the US Economic Development Administration is considering a sizable investment as well.

A primary issue in working through this expansion is addressing the additional wastewater demand that will be created, especially additional wastewater created prior to the construction and opening of the City of Nevada's new wastewater treatment facility in 2023.

Since Burke intends to begin production at the new facility in 2020 and Nevada's plant will not be online until 2023, the AEDC requested the City of Ames consider entering into an agreement with Burke Corporation to accommodate their wastewater needs until Nevada's new plant comes online. At the time of said request, it was stated that based on the information provided City of Ames staff, the Ames Wastewater Treatment Plant would be able to accept the proposed effluent and has adequate capacity to do so through 2023.

In making this request, the AEDC is fully aware this additional waste will decrease the Ames Wastewater Treatment Plant's capacity for future industrial expansion within the city limits, especially along East Lincoln Way, for the entirety of the execution of the agreement. That said, the AEDC works closely with all communities in Story County, to retain, grow, and attract business, create high quality jobs, and consistently increase the taxable valuation throughout the County. As a champion and catalyst of community and economic development throughout Story County, we strongly support this wastewater hauling proposal.

It is our belief that with the expansion of the existing Burke Corporation facility, we will see additional companies interested in locating and expanding throughout the County. The 210 workers will live throughout the laborshed, but several will call Ames home.

Many of these workers will also shop, recreate, socialize, and frequent a variety of Ames and Story County establishment, paying local fees and taxes, thereby expanding the local tax base. It is also important to note this will be a revenue generator for the City of Ames as well, as the hauling agreement will be dependent upon Burke paying a predetermined fee to the City of Ames Wastewater Treatment Plant.

The passage and execution of this agreement is a critical piece of the overall Burke expansion. It also provides Ames an excellent opportunity to help one of our neighboring communities grow and prosper. As both Ames and Nevada welcome new city leadership, this is an optimal time to cultivate a mutually beneficial relationship between both communities, which can continue to grow and prosper with time. As we have always said, what is good for Ames is good for Story County and what is good for Story County is good for Ames. This is the quintessential example of that and presents an opportunity that should not be wasted.

The expansion being proposed by Burke Corporation will support the economic and community development efforts of the region and will empower both existing and new industries interested in growing in Nevada and throughout Story County.

In closing, the AEDC strongly supports this wastewater hauling proposal. The overall project will have a positive impact not only on Nevada, but our entire county and region. We thank you for your consideration and will look forward to hearing from you soon.

Sincerely,



Daniel A. Culhane
President & Chief Executive Officer

Staff Report

**REQUEST BY BARILLA TO ALLOW FOR MISSING
INFRASTRUCTRE DEFERRAL**

September 11, 2018

BACKGROUND:

The City established missing infrastructure improvement requirements in 2015 for new development and significant building additions. **These new requirements were in response to concerns about extended delays in completing sections of infrastructure.** Missing infrastructure includes requirements that right-of-way dedication, street paving, sidewalks, shared use paths, and street lights are present in a satisfactory condition or will be completed prior to completion of new buildings.

Requirements for missing infrastructure are tied to the issuance of building permits for principal buildings (Section 5.118 of the Ames Municipal Code (AMC)) and the standards for its installation and approval process by the Public Works Department are included within Section 22.31 of the AMC. The improvement standards are cross referenced to the City's requirements of the Subdivision Code found in Chapter 23 of the AMC.

Missing infrastructure installation is required to be financially secured in order to receive a building permit for a principal building and the improvement is required to be completed prior to receiving occupancy for the building. The Public Works Director has limited discretion on approving alternative improvement designs and timing in relation to development of a site. The requirements for the improvements and their timing for installation were established to ensure predictability in their completion, to minimize the administrative time spent on tracking deferrals, and closing gaps in the City's infrastructure.

Barilla's request stems from their concern that installation of the sidewalk along Lincoln Way would be premature and would prefer that the City "keep the financial security until such time that the future plans for the corridor are set and the improvement can be implemented correctly." However, the current standards will not allow the improvements to be deferred as they desire.

OPTIONS:**Option #1. THREE-YEAR TEMPORARY DEFERRAL WITH FINANCIAL SECURITY**

In this option a developer would provide financial security for the construction of the missing infrastructure, but would be allowed to defer implementation for up to three years upon approval by the Public Works Director. The three-year deferral would be similar to

the timeframe allowed within the Subdivision Code for completing required improvements within three years of approval of a final plat.

This option would be beneficial to Barilla to allow for more time to finalize their onsite improvement plans and the City's street improvement plans for Lincoln Way. Allowing such a deferral would not be appropriate when existing improvements (such as connecting sidewalks) are located near the site. **The intent would only be to allow such a deferral when there are extenuating circumstances about completing the project concurrent with completing the principal building.** Implementation of this option would require more administration and tracking time to ensure the project is completed in the required amount of time.

Option #2. PROVIDE CASH IN LIEU PAYMENT

This option would allow for the developer to defer installation and provide the financial security to the City for future improvements. This option would remove the obligation for the improvement from the property owner and require the City to implement the project in the future.

This option would be beneficial to Barilla to allow for more time to finalize their onsite improvement plans and the City's street improvement plans for Lincoln Way just as described above. In this instance, the timeframe for implementation would be determined by the City rather than Barilla. Allowing such a deferral would not be appropriate when existing improvements (such as connecting sidewalks) are located near the site. **The intent would be only to allow such a deferral when there are extenuating circumstances about completing the project concurrent with completing the principal building.** With this option, the City would carry the long-term obligation of constructing the project. This option would have less administrative and tracking time associated with it compared to the temporary deferral option.

STAFF COMMENTS:

Barilla has identified concerns on the timing of installation of missing infrastructure for private development. Staff has identified a similar issue for City controlled properties due to the combination of unique property sizes, uses, and capital improvement programming(CIP). Staff believes that with any change to the ordinance regarding deferrals, acknowledging that the City has a CIP program for making infrastructure improvements and that individual site improvements will be coordinated with other City projects. For example, recent improvement at the Airport property triggered certain improvements, but the requirements did not recognize prior investments in shared use paths and other roadway improvements made in the area that were of broad benefit to the area not just for the airport property.

Staff believes City Council should consider initiating a change that would allow for both deferral options explained above, as they could address different circumstances that may arise in the future. Additionally, staff recommends that the

changes address missing infrastructure requirements for a site under the ownership of the City.

NEXT STEPS:

If the City Council concurs with the staff's recommendation provided above, the matter should be referred to the City Attorney to draft an amendment to the Municipal Code reflecting the proposed changes.



August 9, 2018

Honorable Mayor John Haila and Ames City Council Members
PO Box 811
515 Clark Avenue
Ames, Iowa 50010

RE: Exemption / Waiver for Construction of Sidewalk along Lincoln Way

Dear Mayor Haila and Council Representatives:

Barilla America would like to respectfully request a waiver or exemption of the requirement to construct a 5' wide PCC sidewalk along the Lincoln Way corridor at the south end of their property prior to final occupancy. First and foremost, we want assure the Mayor and Council Membership Barilla America is aligned with the vision and enthusiastically supports the need to expand multi-modal transportation across the community. I submit the fourth pillar of our global lighthouse that guides our actions in this area and reads as follows:

"Only One Way of Doing Business: Good for You, Good for the Planet, Good for the Communities." This is further supported with the objective to "Aim at fostering the wellbeing of People, the Planet and the Company in everything we do."

Barilla is committed to sustainability and best practices to reduce waste, increase recycling and reuse from field to fork. We are a founding member of the Iowa Sustainable Business Forum with a sitting Board Member in the group since its inception.

At the time of site plan approval, Barilla America provided financial security in the form of a check to the City of Ames for the estimated construction costs of the sidewalk. Barilla America would request the City of Ames keep the financial security for your use in constructing the necessary improvements as the plans are finalized for the Lincoln Way Corridor.

The existing corridor is a rural section with a grade separated overpass on Lincoln Way over Interstate 35. The existing corridor has dedicated bike lanes on both sides of the highway. The proposed sidewalk to be completed by Barilla is stopped at the point where the grade separation begins as a result of the unknown plans for the bridge and the grading in the area. The proposed sidewalk is immediately adjacent to the granular shoulder north of the existing bike lane in order to minimize grading and therefore is redundant and provides no connectivity to the corridor.

The proposed sidewalk crosses the only truck / employee entrance into the Barilla site. Barilla America plans to upgrade this entrance with the possibility to add a separate entrance along

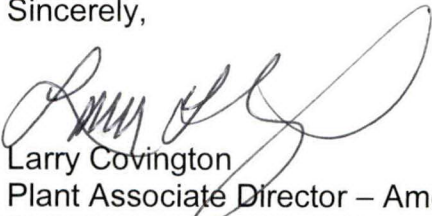
Barilla America, Inc.
3311 East Lincoln Way
Ames, IA 50010-9123

Tel 515 956 4400
Fax 515 956 4465
www.barillaus.com

the corridor in the next two (2) years. Not only does the proposed sidewalk add to the potential for safety issues at the existing entrance, a large majority of the sidewalk will need to be removed in order to accommodate the new construction.

With the plans for the future of the corridor still up in the air and the definite need for future modifications, Barilla America feels that the best and most sustainable approach is for the City of Ames to keep the financial security until such time that the future plans for the corridor are set and the improvements can be implemented correctly.

Sincerely,



Larry Covington
Plant Associate Director – Ames
BARILLA AMERICA, INC

larry.covington@barilla.com
515-988-9020

/MLA

Copy: Steve Shinker – City Manager
Kelly Diekmann – Planning & Housing Director

COUNCIL ACTION FORM

SUBJECT: INITIATION OF FRIEDRICH ANNEXATION ALONG CAMERON SCHOOL ROAD AND GEORGE WASHINGTON CARVER AVENUE

BACKGROUND:

The City of Ames received a petition from Kurt Friedrich representing R. Friedrich & Sons Inc. and Friedrich Land Development Company seeking voluntary annexation of 108.14 acres of land lying west of George Washington Carver Avenue and south of Cameron School Road. The land lies north and west of Scenic Valley Subdivision and has been referred to previously as the “Dankbar-Muench” properties. A location map is found in Attachment A. **The City Council is asked to decide whether to initiate the proposed annexation and whether to include additional property owners to create more uniform boundaries, as allowed by state code.**

This land was the subject of a recently approved Land Use Policy Plan (LUPP) and Fringe Plan amendment (November 28, 2017) to designate the area as part of the North Allowable Growth and as an Urban Service Area and to create a Convenience Commercial Node. The North Allowable Growth is a non-incentivized growth area as described in the Capital Investment Strategy of the LUPP. An excerpt of the Ames Urban Fringe Plan Map is found in Attachment B. As an Urban Service Area, the site is eligible for annexation and will be developed as one of the “New Lands” development patterns—a suburban low to medium density development or a village development. The commercial node is intended to be up to 10 acres (preferred 2-5 acres) and provide local services to the adjoining neighborhood.

Prior to approval of the LUPP and Fringe Plan amendment, three important issues were discussed in relation to future development of the site upon annexation to the City. A report from [May 9, 2017](#) discussed the needs for sanitary sewer capacity improvements, water service, and evaluation of potential traffic impacts. These issues were deferred until consideration of annexation to formulate a development agreement consistent with City policy for developers to bear the costs of needed improvements, secure transfer of Xenia water service rights to the City, and to study traffic impacts prior to development. **It is appropriate at this time to include direction to the developer on completing a development agreement related to these issues prior to approval of an annexation and these obligations are reiterated as part of the alternatives on initiating the annexation.**

ANNEXATION OPTIONS:

In addition to the voluntary annexation request for the subject properties, there are a few neighboring properties abutting the site that could be included in an annexation to make more uniform boundaries and create an “80/20” annexation. There are two properties on the south side of Cameron School Road (Jamison and Scudder) adjacent

to the requested annexation area and two properties on the west side of George Washington Carver Avenue (Hilker and JDS Rental Properties). A map identifying property owners is found in Attachment C. These do not need to be annexed to avoid creating an island. However, they could be included in order to create more uniform boundaries. Staff has not reached out to them but would do so based on the direction of the City Council

Option 1: 100% Voluntary

The City Council could initiate the annexation as a 100 percent voluntary annexation by not including any non-consenting owners. It is not necessary to include any additional properties to avoid creating an island as all four abutting properties lie on the periphery of the subject property. As the proposed annexation is within two miles of Gilbert, approval by the City Development Board is required. However, this requires only a single meeting of that board.

Option 2: 80/20 with George Washington Carver Avenue Properties

The City Council could initiate the annexation and include the two properties on the west side of George Washington Carver Avenue (Hilker, JDS Rental Properties). Their inclusion would create a more uniform boundary along that portion of the proposed annexation. Although including properties to create more uniform boundaries is allowed by state law, state law does not obligate communities to do so. Their inclusion would result in about 97 percent consenting by area. The inclusion of non-consenting owners would require an initial meeting of the City Development Board, followed a month later by a public hearing of that board.

Option 3: 80/20 with Cameron School Road and George Washington Carver Avenue Properties

As in Option 2, the two properties on the west side of George Washington Carver Avenue would be included and, additionally, the two properties on the south side of Cameron School Road (Jamison, Scudder). Their inclusion would result in about 93 percent consenting by area. The inclusion of non-consenting owners would require an initial meeting of the City Development Board, followed a month later by a public hearing of that board.

ALTERNATIVES:

1. The City Council can initiate the voluntary annexation of 108.14 acres and not include any non-consenting owners. Additionally, **prior to approval of the annexation:**
 - a. The developer shall be responsible for the cost of completing a traffic study as defined by the City' traffic engineer for development of the site with approximately 300 homes and 5 acres of convenience commercial uses, and
 - b. The developer shall enter into a development agreement for the developer's obligations at their sole cost to improve sanitary sewer

capacity to serve the site consistent with the study from May 2017, complete required traffic improvements identified in the traffic study related to the development of the site, and complete any water service territory buyout requirement that may be necessary to allow transfer of Xenia service territory to the City prior to development.

2. The City Council can initiate the voluntary annexation of 108.14 acres and include the two non-consenting owners along George Washington Carver Avenue in order to create more uniform boundaries and complete the developer tasks a. and b. as described in Alternative 1.
3. The City Council can initiate the voluntary annexation of 108.14 acres and include all four non-consenting owners in order to create more uniform boundaries and complete the developer tasks a. and b. as described in Alternative 1.
4. City Council could defer action and request more information.

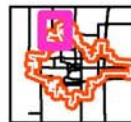
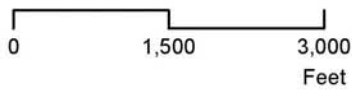
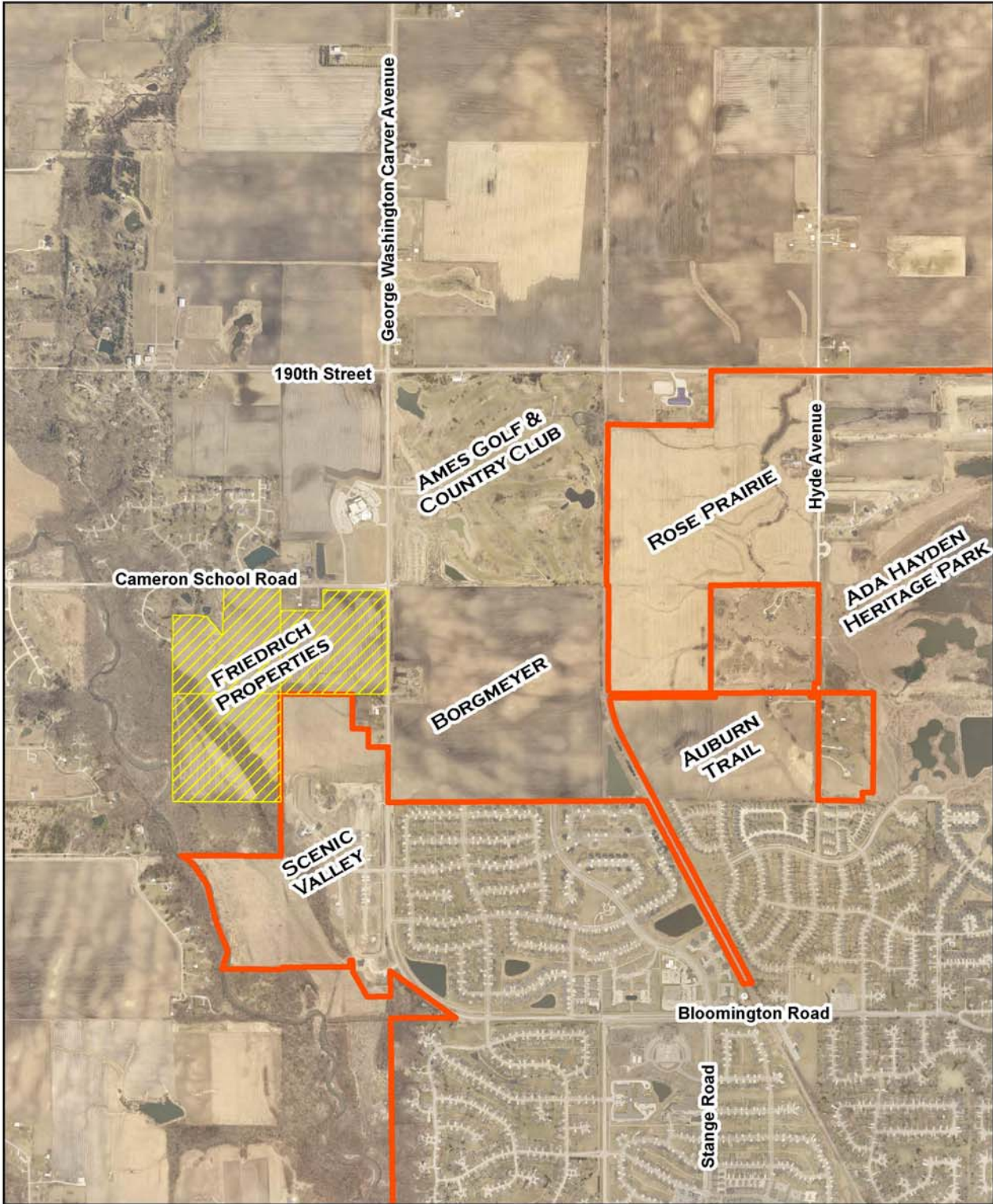
CITY MANAGER’S RECOMMENDED ACTION:

The North Growth Area continues to expand as it has since the Rose Prairie annexation in 2011. Since then, the City has been consistent in ensuring that the costs of development are borne by the developer and that full City services are provided. The City has also looked at development strategically so that, as property owners sought annexation and development, future annexation was not impeded by enclaves of unincorporated area.

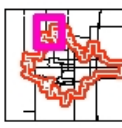
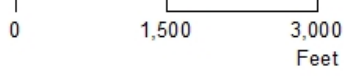
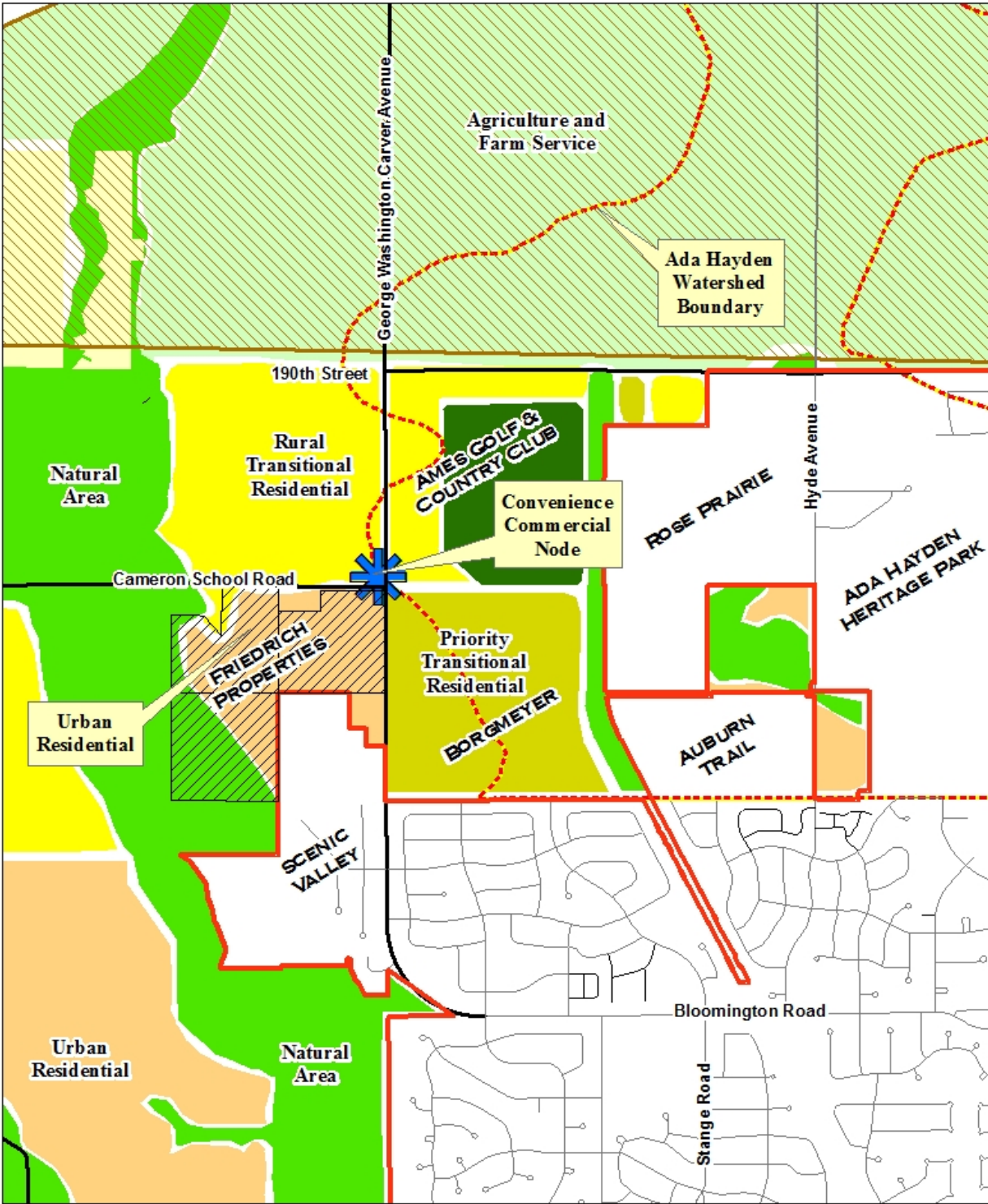
The abutting four properties to this site could be included for uniform boundaries and recognition that they would have frontage along a City street upon annexation of the other properties. However, in this case, including the properties is not necessary as non-consenting owners at this time to ensure no islands are created in the future when other lands to the east request annexation. No lands to the north or to the west are currently designed for annexation within the LUPP or the Fringe Plan.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby directing staff to initiate the 100 percent voluntary annexation of the Friedrich properties, and for the developer to complete a traffic study and development agreement prior to approval of an annexation petition.

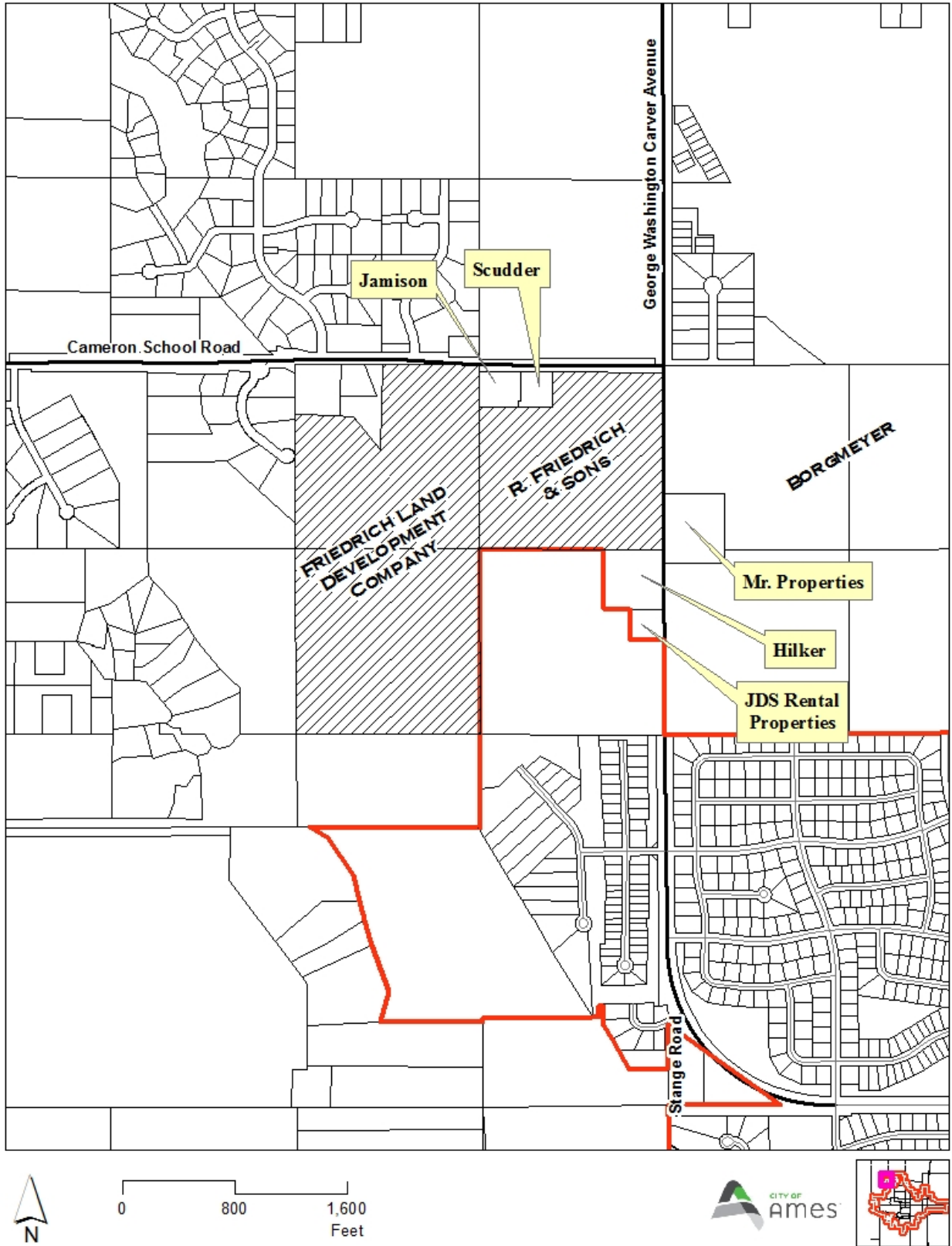
ATTACHMENT A: LOCATION MAP



ATTACHMENT B: AMES URBAN FRINGE PLAN MAP [EXCERPT]

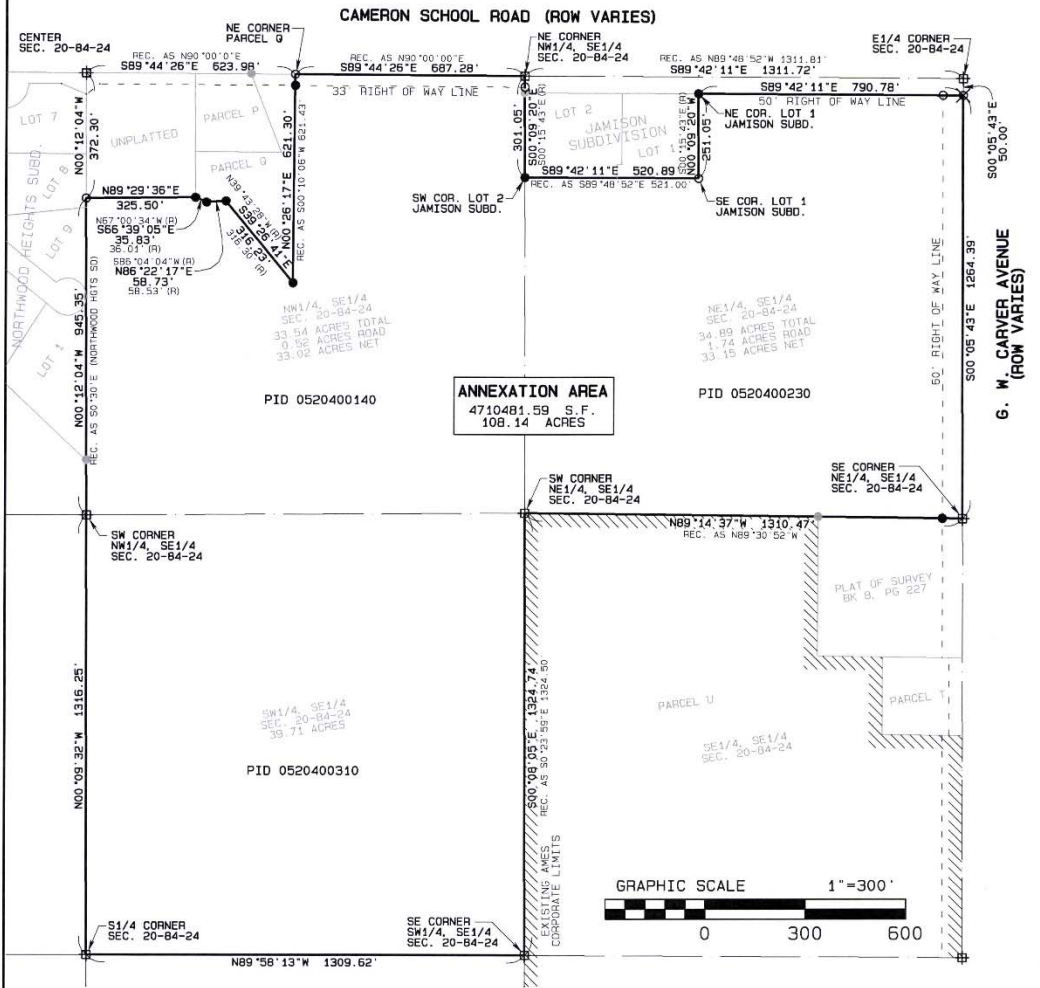


ATTACHMENT C: PROPERTY OWNERS



ATTACHMENT D: ANNEXATION PLAT

<p style="text-align: center;">ANNEXATION PLAT</p> <p>LOCATION: IN THE SE1/4, SEC. 20-84-24 STORY COUNTY, IOWA</p> <p>PROPRIETORS: NE1/4, SE1/4, EX. N. 50' & EX. JAMISON SUBD.: R. FRIEDRICH & SONS, INC.</p> <p>REMAINDER: FRIEDRICH LAND DEVELOPMENT COMPANY, LLC.</p> <p>SURVEYOR: R. BRADLEY STUMBO, PLS #17161 STUMBO & ASSOCIATES LAND SURVEYING P.O. BOX 1664 AMES, IA 50010 515-233-3689</p>	<p style="font-size: 2em; font-weight: bold; color: green;">RECEIVED</p> <p>AUG 09 2018</p> <p>CITY OF AMES, IOWA DEPT. OF PLANNING & HOUSING</p>
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Survey Description - Area to be Annexed:
 The Southwest Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter, all in Section 20, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, and all together being more particularly described as follows: Commencing at the East Quarter Corner of said Section 20; thence 500'05'43\"/>

<p style="text-align: center;">STUMBO & ASSOCIATES LAND SURVEYING</p> <p style="text-align: center;">510 S. 11TH STREET, SUITE #102 AMES, IOWA 50010 PH. 515-233-3689 • FAX 515-233-4403</p>	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p style="text-align: center;"><i>R. Bradley Stumbo</i> Date: <u>5/17/18</u></p> <p>R. Bradley Stumbo License #17161 Date: <u>5/17/18</u> My license renewal date is December 31, 2019 Job #16960ANX Date: 5/17/18 Page 1 of 1</p>	
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COUNCIL ACTION FORM

**SUBJECT: SOUTH GRAND AVENUE EXTENSION PROJECT - LAND
ACQUISITION OF DOUBLE DRS, LC PROPERTY AT 299 SOUTH 5TH
STREET (S. 5th & Walnut)**

BACKGROUND:

The City of Ames is acquiring the entire Double DRS, LC property for the South Grand Avenue Extension Project. **For the phase associated with this property, South 5th Street will be partially relocated and extended westward to the new portion of South Grand Avenue Extension.** This parcel is the open field where the new proposed South 5th Street alignment passes through, adjacent to the existing South 5th Street and the Boys and Girls Club. This parcel will also be used for roadway borrow material and constructed into a stormwater wetland. This parcel is a total acquisition of the real estate, so no acquisition or easement plats were required for the transaction.

On August 8, 2017, an appraisal was completed on the property, owned by Double DRS, LC parcel 12 located at 299 South 5th Street, Ames, Iowa. The appraisal, performed by Commercial Appraisers of Iowa, Inc. (an appraiser retained by the City's land acquisition consultant, A & R Land Services) valued the property at \$293,000. The acquisition area is 15.40 acres.

The design of the project has been progressing since early 2017 when the design was kicked off after the "Finding of No Significant Impact" was received from the Federal Highway Administration in May 2017. Right-of-way acquisitions with numerous property owners and permitting through the Iowa Department of Natural Resources (DNR) and US Army Corps of Engineers (USACE) is underway.

A public meeting was held in late 2017 to inform the public of progress and gather feedback. The primary purpose of the public meeting was to assist property owners in understanding the need for the project, and to inform the public about the project. It also allowed those potentially affected property owners to ask questions and give feedback to the staff. In addition, staff has met with most of the property owners where permanent easements are needed and continue to reach out to other property owners. Staff will also continue to contact residents in areas where permanent easements will not be required, but where there will be construction related disruptions.

The project was originally broken into three phases to allow for potential flexibility in timing of construction and funding. The phases are 1) S. 5th St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5th St, 2) S Grand Ave South of S. 5th Street (this portion includes two bridges to accommodate Squaw Creek under the roadway), and 3) reconstruction and widening additional turn

lanes at S. Duff Ave and S. 16th St. **The land being acquired through this action is for Phase 1 described above.**

UPDATES ON S. 5TH STREET EXTENSION PHASE:

Project Design. The design of this phase of the project is approximately 90% complete. The plans have been reviewed by the Iowa DOT and City Staff at both the “preliminary” and “check” plan stages. Currently the work remaining to complete is the design related to an extension of a shared use path along S. 5th St. to S. Duff Ave (next to Aldi), a potential school bus drop off near the Boys and Girls Club, and the modification of the storm sewer design along S. Grand Ave. to accommodate a widening of the roadway to four lanes, should it be warranted in the future. The current plan for bidding the project is to receive bids in late 2018/early 2019 and begin construction as soon as possible after that time.

Right-of-way Acquisition. The right-of-way acquisition of multiple parcels is underway, both permanent right-of-way and temporary easements are required. Several property owners have verbally agreed to accept offers based on appraisals conducted. The owners of three parcels within this section have indicated that they are not yet in agreement with the appraisals and, therefore, no settlements have been reached. These parcels include: 1) 428 Stonehave Dr. – This parcel is owned by Stone Court Apartments Cooperation Housing Association, 2) 450 S Grand Ave. – This parcel is owned by Kent and Joan Cooper, 3) 505 S. Duff Ave. – This parcel is owned by Nancy Bundy and is the property where the Aldi supermarket is located.

The Grand Avenue Extension is included in the Capital Improvements Plan (CIP) with funding identified since 2013/14 and continuing through 2018/19. Funding shown in the CIP for 2017/18 and 2018/19 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 2019.

ALTERNATIVES:

1. Adopt resolution approving Purchase Agreement for South Grand Avenue Extension project in the amount of \$293,000 with Double DRS, LC.
2. The City Council can reject the purchase agreement.

MANAGER’S RECOMMENDED ACTION:

Approval of this agreement with the Double DRS, LC must happen before moving forward with construction of this project in the 2019. Delay or rejection of this purchase agreement could require the redesign of the entire South Grand Avenue project.

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

PURCHASE AGREEMENT

PARCEL NO. 12 COUNTY Story
 PROJECT South Grand Avenue Extension CITY Ames, IA

SELLER: Double DRS, LC

THIS AGREEMENT made and entered into this 11th day of August, 2018, by and between Seller and the CITY OF AMES, IOWA, Buyer.

1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises:

A tract of land described as beginning at the Southwest corner of Lot 20, Cayler's Second Addition to the City of Ames, Story County, Iowa, (which is described as being 641.0 feet West of the Center of Section 11, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa), thence North 88°55' West 682.4 feet, thence North 89°09' West 660.0 feet, thence North 0°19' West 668.1 feet, thence South 89°48' East 164.84 feet to the West line of Walnut Avenue, thence South 0°35'16" West 60.0 feet along the West line of Walnut Avenue extended, thence South 89°38'37" East 1180.65 feet, thence South 623.4 feet to the point of beginning, EXCEPT the East 225 feet thereof,

County of Story, State of Iowa, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>293,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>293,000.00</u>	TOTAL LUMP SUM	

Breakdown

	<u>Ac./Sq.Ft.</u>		
Land by Fee Title	<u>15.40</u>	acres	Fence: _____ rods woven
Underlying Fee Title	_____	acres	Fence: _____ rods barbed
Permanent Easement	_____	acres	
Temporary Easement	_____	acres	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. The Seller agrees to allow the closing agent representing the Buyer to make contact with the Seller's lender or other lienholders, as applicable, to obtain a release of mortgage, release of lien(s), or subordination, if required, to complete the closing of this real estate transaction. The Seller agrees to execute any other Release of Information required by the Buyer to obtain any necessary lien release. Names and addresses of lienholders are: **None**
6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. Seller agrees to provide Buyer with the abstract of title for the premises, and **Buyer** will be solely responsible for the costs associated with abstract continuation as necessary to complete this real estate transaction as agreed to by the Public Works Department.
7. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
8. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa. **Buyer** will be solely responsible for the payment of transfer tax incurred, if any, as a part of this real estate transaction, as agreed to by the Public Works Department.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

DOUBLE DRS, LC

X 
Scott Shriver, Managing Member

X _____

501 W Russell Street

Jefferson, IA 50129
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF GREENE } ss:

On this 11 day of Aug., A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Scott Shriver**

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

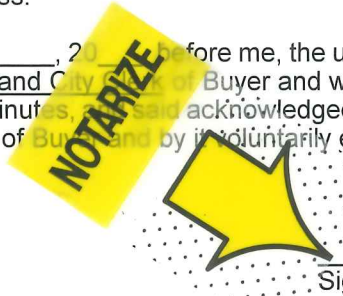
SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Double DRS, LC

BUYER'S ACKNOWLEDGMENT


STATE OF IOWA
COUNTY OF STORY, ss:

On this ___ day of _____, 20___ before me, the undersigned, personally appeared John A. Haila and Diane Voss, known to me to be the Mayor and City Clerk of Buyer and who did say that said record was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said record, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.



Signature of Notary Public

BUYER'S APPROVAL

BY 
Recommended by: Ryan K. Gurwell, Project Manager

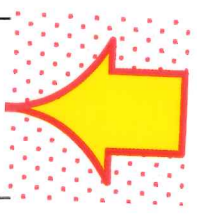
Date: 8/20/18

BY _____
Approved by: John A. Haila, Mayor
City of Ames, Iowa

Date: _____

BY _____
Approved by: Diane Voss, City Clerk
City of Ames, Iowa

Date: _____



ASSESSMENT AIR PHOTO – PARENT TRACT



ITEM#: 21
DATE: 09-11-18

COUNCIL ACTION FORM

SUBJECT: TEN-YEAR LAND LEASE WITH JOHN DEERE ON AIRPORT PROPERTY

BACKGROUND:

On August 28, 2018, City Council set the date of public hearing for a 10-year land lease with John Deere at the Ames Municipal Airport. As a reminder, John Deere has plans to develop a Spray Lab Building located on Lot 8 of Phase Three of the ISU Research Park, 3rd Addition. This lot is located along S. Riverside Drive, directly west of the Ames Municipal Airport. To facilitate planned equipment research and development, John Deere approached City Staff about the potential to lease approximately 50 acres of the City's Airport farm ground due to its proximity to their Spray Lab.

The lease will allow John Deere to field test their spray equipment on crops (corn, soybeans, etc.) that will be planted on the leased area. **The lease terms (under Section 9: Use/Purpose) limit John Deere only to spray water on Airport property.** Therefore, John Deere cannot spray or use any hazardous chemicals on City property and is responsible for any minor spills related to equipment use. **In addition, any application of chemicals for weed and pest control on the leased property, will be applied by the City's Airport tenant farmer or a commercial applicator in accordance with the City's storm water permit and conservation requirements of the Airport farm lease.** It should be noted that John Deere cannot place any permanent structures on the property without City approval and at the end of the lease must restore the property in the same or better condition that it exists today.

Staff has worked with John Deere to draft a 10-year lease for the use of 53.03 acres of Airport property with the starting rate of \$236/acre/year (e.g., \$12,515 for the first year). The lease term begins on March 1, 2019 and goes through February 28, 2029. **For the remaining nine years of the lease, the annual rate will be adjusted using the same per acre rental rate that the City receives in revenue from the Airport tenant farmer who rents the remainder of the Airport property.**

John Deere has the ability to reduce the number of acres leased if in a given year they feel the annual rent due has become too excessive. In this case, the City would agree to reduce the number of leased acres available to John Deere and the reduced acres would be returned to the City's tenant farmer and put back into production. **Either way, the City will not lose any potential revenue related to the farm land on the Airport property.**

After the first ten-year period, the contract has a provision to extend the lease under the same terms for five additional 5-year periods. This would potentially extend the lease through February 2054. **However, at any time during the lease period, or during the**

extension periods, the City can terminate the lease 1) to protect the safety of air travel at the Airport, or 2) if there is a business purpose or potential development opportunity by giving advanced notice of 365 days.

ALTERNATIVES:

1. Approve the initial 10-year term of the attached lease with John Deere for Airport property.
2. Request the City staff to negotiate different lease terms.
3. Reject the requested lease.

MANAGER'S RECOMMENDED ACTION:

The John Deere Spray Lab Building will be an exciting research facility at the ISU Research Park. Because the lease with John Deere is tied to the City Airport tenant farmer's rate per acre, the Airport will not experience any negative financial impact while supporting cutting-edge research in agriculture.

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

LEASE

THIS IS AN AGREEMENT made by and between the City of Ames, Iowa and Deere & Company upon the following terms and conditions:

1. **DEFINITIONS.** When used in this Agreement, unless otherwise required by the context:
 - 1.1. “**City**” means the City of Ames, Iowa, a municipal corporation whose mailing address for the purpose of this Agreement is 515 Clark Avenue, Ames IA 50010.
 - 1.2. “**Deere**” means Deere & Company, a Delaware corporation, (hereinafter “Deere”) whose mailing address is One John Deere Place, Moline IL 61265.
 - 1.3. “**Leased Premises**” means that real property containing approximately 53.03 gross acres, situated in the County of Story, State of Iowa, and described as follows:
[See attached Exhibit ‘A’ for description of Leased Premises].
 - 1.4. “**Lease Agreement**” means this instrument in its entirety as signed by the parties and any subsequent amendments thereto signed by the parties.
2. **AGREEMENT TO LEASE.** City leases to Deere and Deere leases from City the Leased Premises. The number of Gross Acres constituting the Leased Premises is: 53.03 gross acres.
3. **TYPE OF TENANCY.** The parties understand and expressly agree that this agreement is not a farm tenancy as defined by Iowa Code 562.1A(2), and that this Lease Agreement is not subject to farm tenancy automatic renewal and termination provisions set forth in Iowa Code sections 562.6 and 562.7.
4. **INITIAL TERM.** The initial term of this Lease Agreement shall be for a period of 10 years commencing on the first day of March, 2019, and expiring on the last day of February, 2029.
5. **EXTENDED TERMS.** After the initial term, this lease may be renewed for five (5) successive additional five-year terms. Deere shall provide written notice to City no less than 360 days prior to lease expiration of its intention to renew the lease. Each extended term shall be upon the same terms and conditions provided by this Lease Agreement for the initial term, unless this Lease Agreement is terminated by the express election of either City or Deere as hereafter provided.
6. **RECIPROCAL TERMINATION OPTION.** Deere may terminate all or a portion of this Lease Agreement during the initial term or any extended term by giving prior written notice to the City of such election at least 360 days prior to the desired termination date. City may terminate all or a portion of this Lease Agreement during the initial term or any extended term by giving prior written notice to Deere of such election at least 360 days prior to the desired termination date. The written notice provided by the City to Deere shall include a written determination made by the City Manager, in his sole discretion, that the City is terminating the lease for a reason related to a development by the City on the Municipal Airport property. If termination is made by the City, City shall refund to Deere any prepaid rent paid to City that is allocable to the period beyond the termination date. The City shall have no obligation to refund prepaid rent if termination is made by Deere prior to the end of the initial term or any extended term.
7. **BASIC CASH RENT.** Deere shall pay cash rent to the City, or City’s designated agent, for the initial term so long as this Lease Agreement is in force, basic annual cash rent for each annual period shall be equal to:

$$(53.03 \text{ acres}) \times (\text{Farm Rate per acre}) = \text{Annual Rent Due}$$

The Farm Rate is the annual rental rate per acre established in Airport Farm Lease and Security Agreement with the City’s tenant farmer (the “Farm Lease”). The Annual Rent Due shall be paid in full prior to the lease commencement date of March 1, 2019, and on each March 1 anniversary of the commencement of this Agreement so long as the Agreement shall remain in force. An estimate of each year’s Annual Rent Due has been provided in Exhibit B. However, it is the intention of the parties that Deere's per acre rental rate shall be equal to the rate charged by the City to its adjacent tenant farmer.

A review of the Annual Rent Due amount will occur no later than January of each year. If Deere determines that the Farm Rate exceeds the amount Deere has budgeted for the rental period, Deere may submit a written request by the City to change the number of leased acres to be multiplied by

that year's current Farm Rate no later than 30 days before the March 1 start of the lease period. Any such request by Deere to modify Leased Area, may be subject to City Council approval and public hearing as required by Iowa Code section 364.7.

The Annual Rent Due for the extended term, or any portion thereof, shall be negotiated by the City and Deere as the parties may mutually agree in writing. If the parties are unable to come to an agreement on the Annual Rent Due for the extended term, or any portion thereof, this Lease Agreement shall terminate.

- 8. LATE PAYMENT CHARGE.** If any payment of cash rent owing under this Lease Agreement is not timely paid in full and becomes overdue by more than 10 days, and upon written notice to Deere by the City, there shall be added to such delinquent amount then due and owing City an additional sum equal to 5.0 percent per annum thereof.
- 9. TAXES.** If the Leased Premises are deemed taxable, Deere shall pay all real property taxes levied upon and attributable to the Leased Premises for any period of time during which this Lease Agreement is in force.
- 10. PURPOSE/USE.** Deere shall use the Leased Premises for the purpose of testing, operating, training, educating, and using of agricultural equipment. This includes planting and maintaining crops and other vegetation related to such uses. Deere may apply organic material (wood chips, straw, etc.) to manage wet conditions for vehicle operation. Deere agrees to use water only, and no other chemicals, when testing equipment. Deere shall not apply chemicals other than water upon the Leased Premises except subject to the following: Deere may hire, at Deere's sole expense, the City's tenant farmer, or other commercial applicator with written approval by the City, to apply chemicals for weed and pest control in accordance with the manufacturer's directions and labeling so long as they do not conflict with the City's stormwater permit. Deere may not use the Leased Premises for long-term storage or parking of any equipment, vehicles, or materials. Deere shall make no unlawful use of the Leased Premises and agrees to comply with all municipal, state and federal regulations and laws, including any Airport Operating Standards, which may be amended from time to time by the City Manager.
- 11. TENANT PRACTICES.** Deere agrees to pay for all public utilities that service the site. Deere shall maintain the Leased Premises in a similar manner to its current condition and neighboring properties. Deere shall not engage in the storage, sale, or dispensing of any form of fuel on the Leased Premises, beyond what is typically required for agricultural use, without first seeking the City's approval in writing which shall not be unreasonably withheld. Deere may operate equipment only in the authorized Leased Premises next to the Airport. The City will provide staking of the Leased Premises boundary as deemed appropriate by the City.

Lessee shall keep the Leased Premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which shall accumulate upon the Leased Premises.
- 12. STRUCTURES/FENCING.** Deere shall not erect any permanent structures, buildings, or fixtures of any kind upon the Leased Premises without the written consent of the City. If the City provides written approval, Deere may be required to remove said structures within 60 days from the date of termination or cancellation of the Lease Agreement. If the City determines that it is necessary, the City may, at its expense, erect a fence upon the boundary line of the Leased Premises for security prior to the Lease commencement date. Maintenance of all fences on the Leased Premises shall be the responsibility of the City. Deere shall be responsible for repairing any fencing damaged by Deere. Deere may install additional fencing if desired and shall seek approval from the City of the type and height of the fencing to be installed. City's approval shall not be unreasonably withheld.
- 13. SIGNS.** Deere may install temporary directional signage, signage related to use which can include branded signage or banners for events or other signage consistent with the neighboring properties in the area. If such signage requires a sign permit or government approvals, Deere will obtain same prior to installing the signage.
- 14. DEERE DUTIES.** Deere shall maintain and preserve existing grassed waterways that would otherwise be subject to soil erosion; keep the Leased Premises in as good condition as reasonable

- use will permit; incur no expense for the City without first obtaining the City's consent; permit no livestock or hogs upon the Leased Premises, and investigate broken or inoperative drainage tile and report same to the City.
15. **POSSESSION.** So long as Deere pays the rents reserved and performs and observes all other terms and conditions of this Lease Agreement, Deere shall at all times during the initial term and any extended term of this Lease Agreement peaceably and quietly have the possession, use and enjoyment of the Leased Premises without any disturbance from City or from any other person claiming through City.
 16. **RIGHTS RESERVED BY CITY.** The City reserves the right to further develop or improve the landing area of the airport located adjacent to the Leased Premises as it sees fit, regardless of the rights granted herein to Deere, without interference or hindrance by Deere. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Deere from erecting any building or structure, or parking upon the land or any equipment, which, in the sole judgment of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.
 17. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.
 18. **UTILITIES.** Deere shall pay all charges of public or private utility companies for utility services currently furnished to the Leased Premises. If Deere fails to timely pay such utility charges when due, City may, at City's election, pay same and in such event Deere shall repay to City, upon demand, such amount as additional rent.
 19. **WATER SUPPLY.** The City does not guarantee a continuous or adequate water supply to the Leased Premises. Deere accepts the Leased Premises in its "as is" condition.
 20. **YIELDING POSSESSION.** Deere agrees that on termination of this Lease Agreement, Deere will yield possession to City without further demand or notice. The Leased Premises shall be in as good order and condition as when same were entered by Deere except for the effects of ordinary wear and depreciation and acts of nature beyond the Deere's control such as fire, tornado, windstorm and hail. If Deere wrongfully withholds possession of the Leased Premises after the date of termination, upon receiving written notice from the City, Deere shall pay to City the sum of \$500.00 for each day Deere remains in possession thereafter as liquidated damages.
 21. **REMOVAL OF PORTABLE BUILDINGS.** Deere shall have the right to remove from the Leased Premises any portable buildings which Deere has placed upon the Leased Premises, with the City's written consent as contemplated above, at Deere's own expense. Such removal must be done prior to termination of the Lease Agreement unless additional time is granted in writing by City. City shall in no way be responsible for any property owned by Deere. If such property is not removed, it shall be considered abandoned and Deere shall claim no further interest in it except by further written agreement between the City and Deere.
 22. **RIGHT OF ENTRY/ACCESS.** City reserves the right to enter the Leased Premises at any reasonable time to inspect the Leased Premises and make improvements as City shall deem necessary, provided, however, the City shall not interfere with Deere's use and enjoyment of the Leased Premises. If City's improvements are not acceptable to Deere, Deere may elect to terminate the Lease Agreement on 90 days prior written notice, and City shall refund to Deere any prepaid rent. Upon notice of termination of this Lease Agreement, the City shall have the right of access to the Leased Premises to allow the City or City's lessee or agent to enter the Leased Premises to do customary tillage and operations on any land after November 1. During the term of this Lease Agreement, and with 48 hours notice given to Deere by the City, Deere shall allow the City's farm tenant(s) access from Riverside Drive across the Leased Premises to any other adjacent property farmed by the City's farm tenant(s) in such a manner that does not unreasonably interfere with Deere's use and enjoyment of the Leased Premises.

- 23. LIABILITY INSURANCE/INDEMNIFICATION.** Deere shall, at its costs, at all times while this Lease Agreement is in force, maintain in force an insurance policy, naming the City as an additional insured, against all liability resulting from injury occurring to persons or damage occurring to property upon the Leased Premises and arising out of Deere's use thereof, the liability coverage of such insurance to be not less than \$1,000,000.00 combined single limit per occurrence of bodily injury, personal injury, and property damage and automotive liability in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A copy of said policy, providing for thirty (30) days' notice to City before cancellation, shall be delivered to City. Deere agrees to indemnify, defend and hold City, its officers, agents and employees harmless as to all loss, claim, judgment, liability, damage, action or cause of action whatsoever (including reasonable attorney's fees and court costs), pertaining to any and all claims by any and all persons, resulting from or arising out of Deere's use or operation of the Leased Premises.
- 24. ACTS OF DEFAULT BY DEERE.** Each of the following shall be deemed a default by Deere and a breach of this Lease Agreement:
- 24.1.** Failure to pay the Annual Rent Due, or any part thereof if not paid within 10 days written notice by the City of the Date it is due.
 - 24.2.** Failure of Deere to use any other substance other than water upon the Leased Premises when testing equipment, or any other use of any chemical upon the Leased Premises in a manner not in accordance with this agreement.
 - 24.3.** Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease Agreement that are obligations of Deere. If a default complained of under this subparagraph be a default other than one which may be cured by the payment of money, no default on the part of Deere in performance of work required to be performed or acts to be done or conditions to be met shall be deemed to exist if steps shall have been in good faith commenced promptly by Deere to rectify same and shall be prosecuted to completion with diligence and continuity.
 - 24.4.** Assignment of this Lease Agreement by Deere to a nonaffiliated company without City's prior written approval, adjudication of Deere as a bankrupt, making by Deere of a general assignment for benefit of creditors, taking by Deere of the benefit of any insolvency law, the appointment of a permanent receiver or trustee in bankruptcy for Deere's property, and appointment of a temporary receiver or trustee for Deere's property which is not vacated or set aside within 30 days after such appointment.
- 25. TERMINATION ON DEERE'S DEFAULT.** In the event of any default by Deere, and at any time thereafter, City may serve a written notice upon Deere that City elects to terminate this Lease Agreement upon a specified date not less than 10 days after the date of serving such notice and this Lease Agreement shall then expire on the date so specified as if that date had been originally fixed as the expiration date of this Lease Agreement unless such default, as described in said notice, shall have been cured within the applicable period provided in said notice.
- 26. REENTRY BY CITY.** In the event this Lease Agreement shall be terminated by reason of Deere's default, City may immediately reenter and resume possession of the Leased Premises.
- 27. LIENS.** Deere shall do all things necessary to prevent the filing of any mechanics' or other liens against the Leased Premises or any party thereof by reason of work, labor, services or materials supplied or claimed to have been supplied by Deere. If any such lien shall at any time be filed against the Leased Premises, Deere shall either cause the same to be discharged of record within 20 days after the date of notice of the filing the same or, if Deere, in Deere's discretion and in good faith, determines that such lien should be contested, Deere shall furnish such security, in a form acceptable to the City, as may be necessary or required to prevent any foreclosure proceedings against any interest in the Leased Premises during the pendency of such contest. If Deere shall fail to discharge such lien within such period or fail to furnish security, then, in addition to any other right or remedy of the City resulting from Deere's default, the City may, but

- shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Deere shall repay to the City, as additional rental, on demand, all sums disbursed or deposited by the City pursuant to this paragraph, including costs, expenses and reasonable attorney fees incurred by the City in connection therewith.
- 28. MEASURE OF DAMAGES ON DEFAULT.** In the event this Lease Agreement shall be terminated by reason of Deere's default, City shall be entitled to recover from Deere and Deere shall pay to City the following:
- 28.1.** A sum equal to all expenses incurred by City in recovering possession of the Leased Premises and all reasonable costs and charges for the care and maintenance of the Leased Premises while vacant, which damages shall be due and payable by Deere to City at such time or times as such expenses shall have been incurred by City.
 - 28.2.** A sum equal to the amount of all rent reserved under this Lease Agreement less the net rent, if any, collected by City on reletting the Leased Premises, which shall be due and payable by Deere to City on the dates on which the rent reserved in this Lease Agreement would have become due and payable.
 - 28.3.** All other damages accruing to the City under the terms of this Lease Agreement or allowed by law.
 - 28.4.** Any direct and actual damages incurred by City, excluding punitive damages.
 - 28.5.** Reasonable attorneys' fees incurred by City in connection with the enforcement of this Lease Agreement.
 - 28.6.** Interest on the aforesaid damages, from the several dates due, at the maximum rate allowed by law.
- 29. WAIVER BY CITY.** The failure of City to enforce any term, covenant, condition or agreement hereof by reason of its breach by Deere after notice thereof is given shall not be deemed to avoid or affect the right of City to enforce the same term, covenant, condition or agreement on the occasion of a subsequent default or breach.
- 30. ASSIGNMENT.** Deere shall have the right to assign this Lease Agreement to an affiliated company or sublet the whole or any part of the Leased Premises provided City's written consent therefor is first obtained, which written consent shall not be unreasonably withheld. Deere shall make no assignment of this Lease to a bank or other financial institution.
- 31. NOTICES.** Unless otherwise required by law, any notice or demand required or permitted by the terms of this Lease Agreement shall be sufficient and deemed complete when expressed in writing and either (a) personally delivered to the person entitled thereto or, (b) deposited at any office of the United States Postal Service in the form of certified mail addressed to the last known mailing address of the person entitled thereto or (c) served on the person entitled thereto in the manner of an original notice under the Iowa Rules of Civil Procedure. Any notices to Deere shall be sent to Deere & Company, One John Deere Place, Moline, Illinois 61265, Attention: Manager Global Real Estate and Deere & Company, Spray Lab Building, 3525 South Riverside Drive, Ames, IA 50010.
- 32. SUCCESSORS BOUND.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs and assigns of the parties hereto.
- 33. INTERPRETATION.** Words and phrases used in this agreement shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this agreement.
- 34. SEVERABILITY.** If any part of this Lease Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this Lease Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

- 35. MULTIPLE COPIES.** This Lease Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 36. CITY'S REPRESENTATIONS AND WARRANTIES.** City, in order to induce Deere to enter into this Lease, hereby represents and warrants that:
- 36.1.** City has full power and authority to enter into this Lease;
 - 36.2.** City is the sole fee simple owner of the Leased Premises;
 - 36.3.** City is not a party to any agreement or litigation the terms of which could reasonably be expected to adversely affect the ability of City to perform its obligations under this Lease or which would constitute a default on the part of the City under this Lease, or otherwise adversely affect Deere's rights or entitlements under this Lease.
- 37. ESTOPPEL.** City shall, at such time or times as Deere may request, upon not less than thirty (30) days' prior written request by Deere, and no more than twice per year, sign and deliver to Deere an estoppel certificate, certifying the amount of the rent, the term of the Lease and whether or not any defaults exist under the Lease. Deere shall cause no liens to be suffered upon the Leased Premises as set forth in Paragraph 24 above.
- 38. BROKERAGE.** City warrants that it has no dealings with any real estate broker or agent in connection with this Lease. City covenants to hold Deere harmless from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Lease or the negotiation thereof arising out of any acts of City.

IN WITNESS OF THIS LEASE AGREEMENT City and Deere have executed this instrument under date of _____, 2018.

[R E S E R V E D F O R S I G N A T U R E S]

EXHIBIT A

Legal Description

TRACT 'A'

A PARCEL OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA. THENCE N 00°19'42" W ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 1259.60 FEET TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2006-09524; THENCE N 89°39'38" E ON SAID SOUTH PARCEL LINE, A DISTANCE OF 730.62 FEET; THENCE N 00°20'23" W, A DISTANCE OF 344.57 FEET; THENCE S 87°11'30" E, A DISTANCE OF 349.16 FEET; THENCE N 89°11'28" E, A DISTANCE OF 50.00 FEET; THENCE N 66°05'51" E, A DISTANCE OF 50.00 FEET; THENCE N 18°46'17" E, A DISTANCE OF 50.00 FEET; THENCE N 05°48'34" E, A DISTANCE OF 888.60 FEET; THENCE N 79°11'25" E, A DISTANCE OF 246.02 FEET; THENCE N 66°03'27" E, A DISTANCE OF 66.35 FEET; THENCE S 44°22'30" E, A DISTANCE OF 480.31 FEET; THENCE S 26°40'35" E, A DISTANCE OF 44.47 FEET; THENCE S 19°20'24" W, A DISTANCE OF 407.16 FEET; THENCE S 15°56'20" W, A DISTANCE OF 283.22 FEET; THENCE S 16°44'17" W, A DISTANCE OF 1175.89 FEET; THENCE N 86°55'31" W, A DISTANCE OF 188.79 FEET; THENCE N 86°35'11" W, A DISTANCE OF 538.65 FEET; THENCE S 73°01'51" W, A DISTANCE OF 75.00 FEET; THENCE S 43°48'22" W, A DISTANCE OF 75.00 FEET; THENCE S 26°18'33" W, A DISTANCE OF 75.00 FEET; THENCE S 07°12'24" W, A DISTANCE OF 282.68 FEET; THENCE S 35°05'49" W, A DISTANCE OF 50.00 FEET; THENCE S 67°28'27" W, A DISTANCE OF 50.00 FEET; THENCE S 71°32'36" W TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 32.17 FEET; THENCE N 89°54'14" W, ON SAID SECTION LINE, A DISTANCE OF 354.17 FEET TO THE POINT OF BEGINNING.

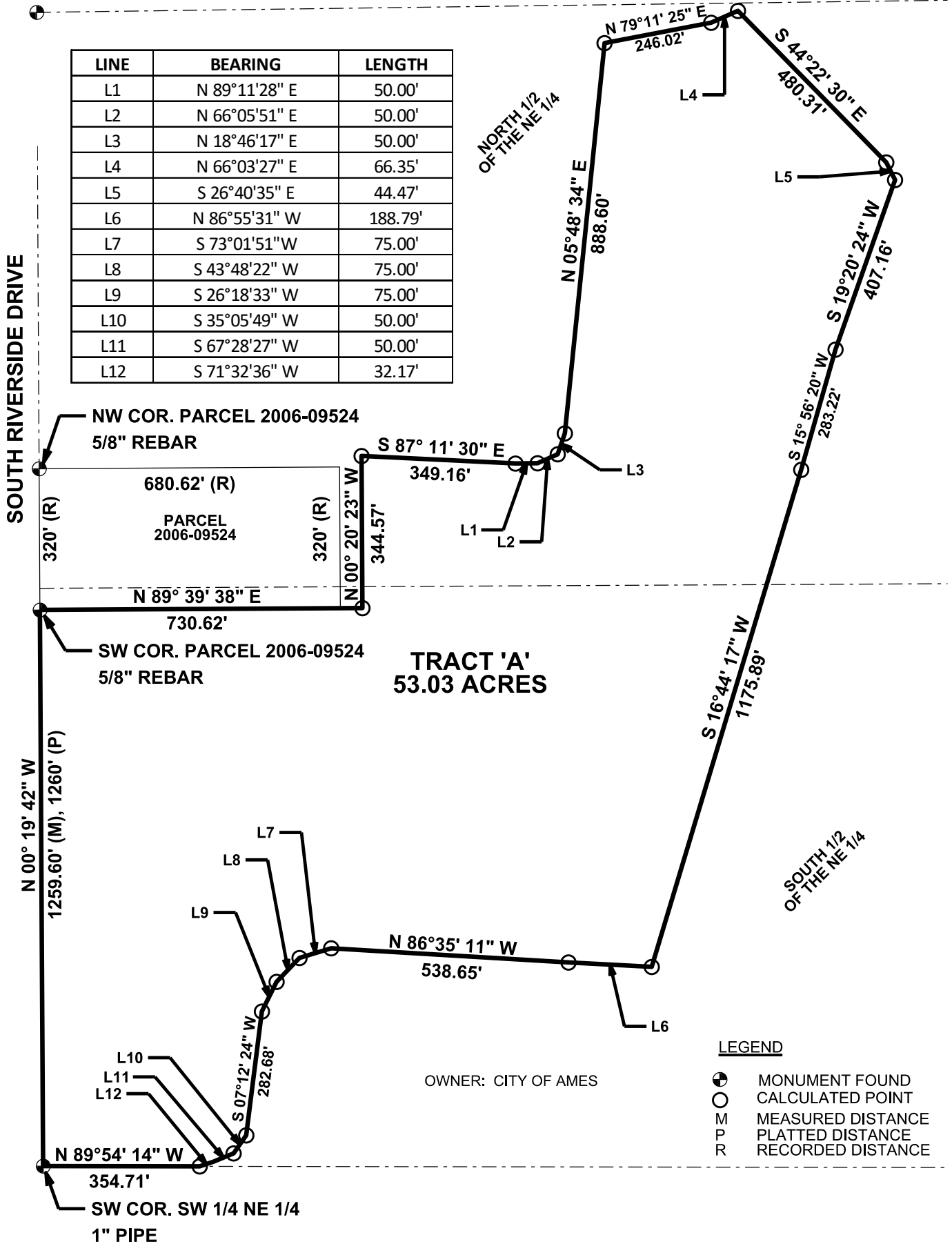
SAID PARCEL CONTAINS 53.03 ACRES.

EXHIBIT A

PLAT OF LEASE AREA

ACCESS ROAD

LINE	BEARING	LENGTH
L1	N 89°11'28" E	50.00'
L2	N 66°05'51" E	50.00'
L3	N 18°46'17" E	50.00'
L4	N 66°03'27" E	66.35'
L5	S 26°40'35" E	44.47'
L6	N 86°55'31" W	188.79'
L7	S 73°01'51" W	75.00'
L8	S 43°48'22" W	75.00'
L9	S 26°18'33" W	75.00'
L10	S 35°05'49" W	50.00'
L11	S 67°28'27" W	50.00'
L12	S 71°32'36" W	32.17'



LICENSED PROFESSIONAL LAND SURVEYOR

MYRON G DARINGER
19758

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

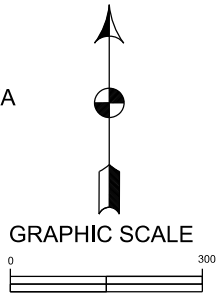
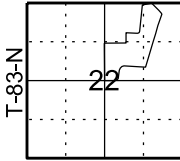
MYRON G DARINGER _____ DATE _____
PRINTED OR TYPED NAME

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019 _____

PAGES OR SHEETS COVERED BY THIS SEAL: _____

VICINITY SKETCH

STORY COUNTY IOWA
R-24-W

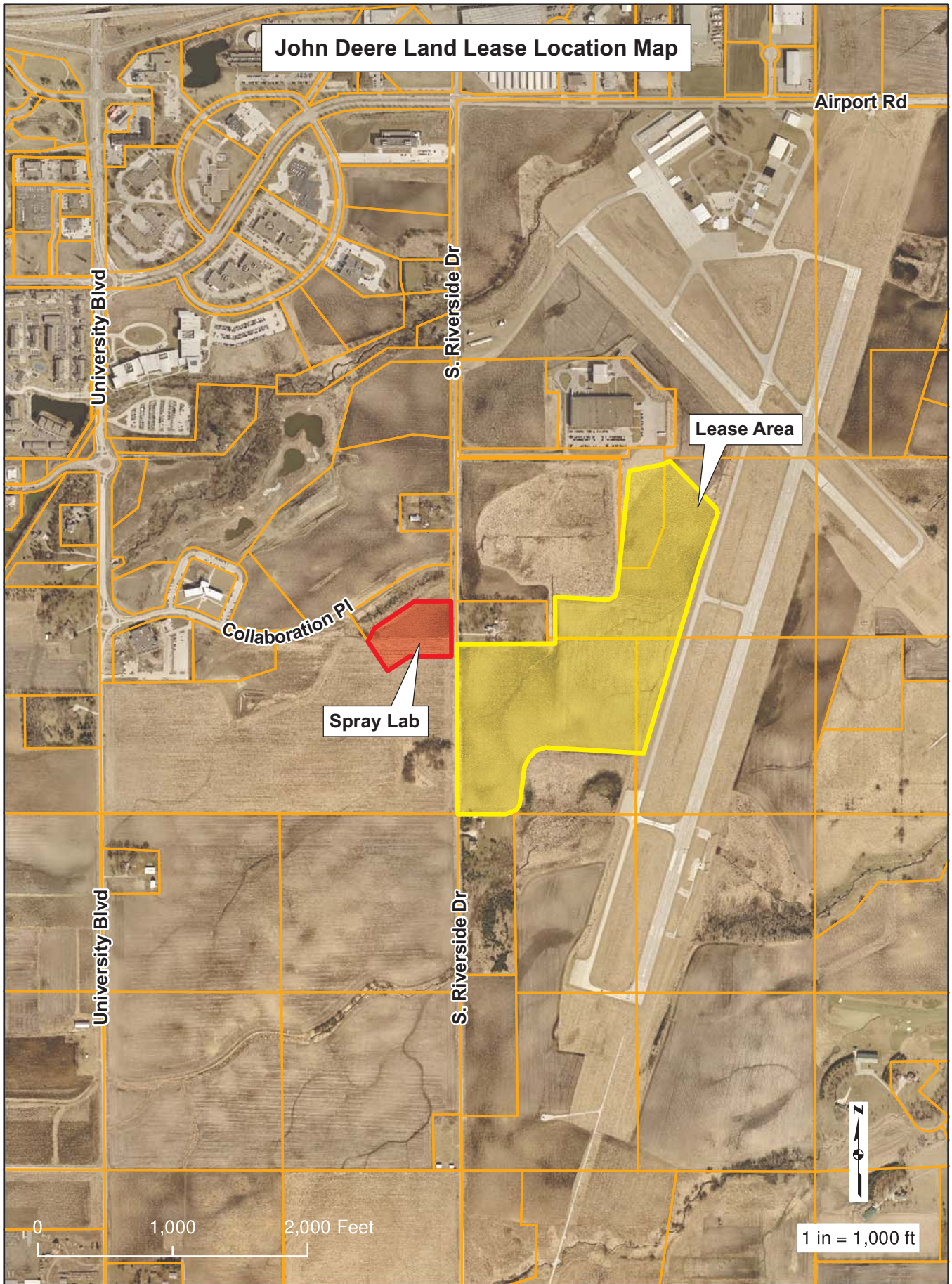


DATE	06/20/18
SCALE	1" = 300'
DRAWN	MD
FIELD BOOK	1
SHEET 1 OF 2	

EXHIBIT B

Estimated Rent for Initial Term

Annual Term	Annual Rate Calculation	Annual Rent Estimate
Mar 1, 2019 to Feb 28, 2019	$53.03 \times 236.00 =$	\$12,515
Mar 1, 2020 to Feb 29, 2020	$53.03 \times 241.90 =$	\$12,828
Mar 1, 2021 to Feb 28, 2021	$53.03 \times 247.95 =$	\$13,149
Mar 1, 2022 to Feb 28, 2022	$53.03 \times 254.14 =$	\$13,477
Mar 1, 2023 to Feb 28, 2023	$53.03 \times 260.49 =$	\$13,814
Mar 1, 2024 to Feb 29, 2024	$53.03 \times 267.02 =$	\$14,160
Mar 1, 2025 to Feb 28, 2025	$53.03 \times 273.69 =$	\$14,514
Mar 1, 2026 to Feb 28, 2026	$53.03 \times 280.52 =$	\$14,876
Mar 1, 2027 to Feb 28, 2027	$53.03 \times 287.54 =$	\$15,248
Mar 1, 2028 to Feb 29, 2028	$53.03 \times 294.74 =$	\$15,630



#22
ITEM # 14
DATE: 08-28-18 old CAF

COUNCIL ACTION FORM

SUBJECT: VACATION OF EASEMENTS AT 1801 20th STREET (NORTHCREST COMMUNITY)

BACKGROUND:

A site plan for Northcrest Community expansion and improvements at 1801 20th Street and 2008 24th Street was submitted and is currently under review by City of Ames staff. As part of the site plan review process, a plat of survey for these properties has also been submitted for review. During the plat review, a number of various easements were found to no longer be needed and should be vacated. The following is a list of the easements that are being proposed for vacation:

- A. Sanitary sewer easement recorded August 10, 1962. This sanitary sewer was reconstructed in 1966 and the updated easement was part of a recorded final plat in 1988.
- B. Water main easement recorded February 7, 1966. Portions of this water main were relocated and the updated easement was part of a recorded final plat in 1988.
- C. Storm sewer easement recorded November 15, 1966. Portions of this storm sewer were relocated as shown on a site plan for additional townhouses and the updated easement was recorded on an amended easement plat in 2006.
- D. Storm sewer easement recorded September 12, 1957. Portions of this storm sewer were reconstructed in 1964 and the updated easement was part of a recorded final plat in 1988.
- E. Storm sewer easement recorded April 8, 1963. An updated easement over this storm sewer was part of a recorded final plat in 1988.
- F. Storm sewer easement recorded May 18, 1965. An updated easement over this storm sewer was part of a recorded final plat in 1988.
- G. Electric easement recorded August 26, 1988. These electric lines were relocated as shown on a site plan for new parking garages and the updated easement was recorded on an amended easement plat in 2008.
- H. Blanket sanitary sewer easement over the entire property recorded January 7, 1964. Since the public sanitary sewer across this property already has an existing easement, this blanket easement is no longer needed.

The attached map shows the locations of each easement listed above as well as the easements that will remain (to demonstrate that existing utilities will remain to be covered by an easement). **A number of these easements were previously listed on the 1988 final plat resolution (# 88-263) to be abandoned and released, but were not brought to City Council for vacation through a public hearing. Others were never utilized or were updated with subsequent platting.** Each of these easements were granted to the City of Ames only, thus other utility companies are not located in these easements and will not be affected by their vacation.

The new Northcrest plat of survey will retain the easements needed for existing utilities. After the current Northcrest site plan utility relocations are completed, new updated easements will be recorded, and additional easement vacations may be proposed.

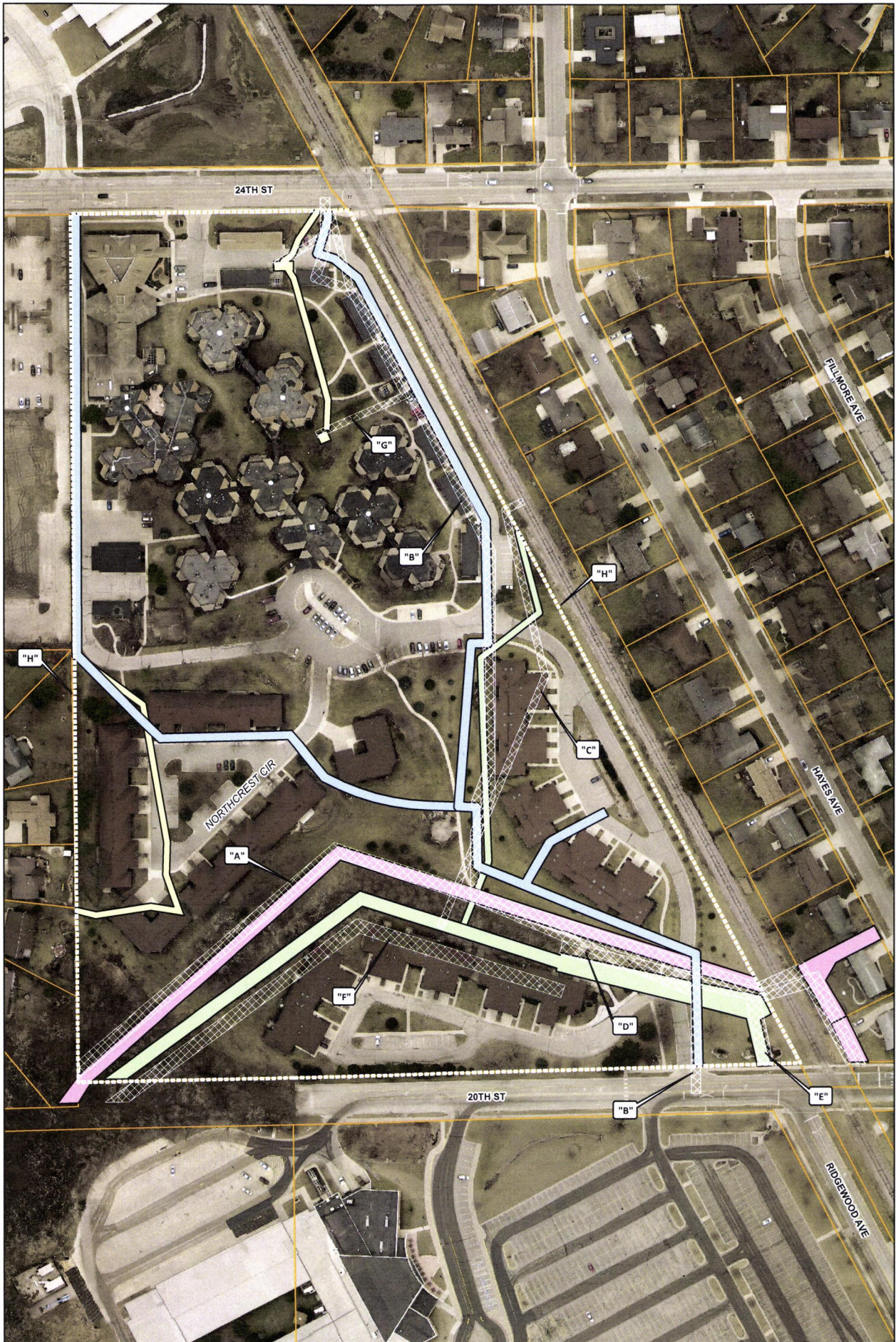
ALTERNATIVES:

1. Set the date of public hearing as September 11, 2018 to approve the vacation of the aforementioned easements at 1801 20th Street.
2. Reconsider the vacation of the aforementioned easements at 1801 20th Street.







MANAGER'S RECOMMENDED ACTION:

Vacating these easements will unencumber the site and facilitate the planned development. Certain existing easements will be retained and new easements will be provided to appropriately cover any relocations of on-site public utilities.

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



1801 20th Street (Northcrest)

Proposed Easement Vacations:  
 Easements to Remain:    



1 inch = 125 feet
 Date: 8/23/2018

COUNCIL ACTION FORM

SUBJECT: POWER PLANT MAINTENANCE SERVICES CONTRACT

BACKGROUND:

On July 31, 2018, City Council approved preliminary plans and specifications for the Power Plant Maintenance Services Contract. The Electric Utility has two gas-fired, high-pressure steam generation units within the City's Power Plant, referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of both emergency and planned repairs and service. Services include a large variety of boiler maintenance and repairs, structural steel, pump and piping work, and other miscellaneous mechanical Power Plant work.

The repair of the equipment on these generation units requires professional trade crafts such as laborers, millwrights, and steam/pipe fitters.

This contract is to provide power plant maintenance services for the period following final City Council approval of contract and performance bond through June 30, 2019. This strategy will enable future renewals to coincide with the City's fiscal year. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Bid documents were issued to thirty companies and three plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities.

On August 29, 2018, bids were received from four companies as shown on the attached bid summary.

The second attachment shows a cost evaluation based on a sampling of personnel and associated travel/subsistence that the Power Plant requires for successful fulfillment for a typical work scenario performed on this service contract over a ten-day period.

Staff reviewed the bids and concluded, based on the time and material rates submitted, that the apparent low bid submitted by TEI Construction Services, Inc., Duncan, SC, in the not-to-exceed amount of \$90,000 is acceptable.

As there are provisions that would allow the City to renew the contract up to four additional one-year terms, staff did consider future year cost increases. Unfortunately, it was not possible to get an accurate comparison because some of the bidders claimed that future labor rates were subject to future union negotiations. Staff will know the new

labor rates prior to renewing the contract each year. If the labor rates seem out of line, staff will not recommend renewal and instead will re-bid for the services.

The approved FY2018/19 Power Plant operating budget for Electric Production includes \$90,000 for this contract. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Award a contract for the FY 2018/19 Power Plant Maintenance Services Contract to TEI Construction Services, Inc., Duncan, SC, for hourly rates and unit prices bid, in an amount not-to-exceed \$90,000.

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

2. Award a contract to one of the other bidders.
3. Reject all bids and direct staff to purchase these services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

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

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



2019-007 Power Plant Maintenance Services Contract Bid Summary

LABOR:		TEI Construction Services, Inc. Duncan, SC			Plibrico Company, LLC, Omaha, NE			Capital City Boiler & Machine Works, Inc Des Moines, IA			The Waldinger Corporation Des Moines, IA		
LABORER		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$34.74	\$49.80	NA	\$44.08	\$58.48	\$72.88	\$60.00	\$90.00	\$110.00	\$40.70	\$56.98	\$73.26
	Foreman	NA	NA	NA	\$45.53	\$60.58	\$75.64	\$65.00	\$92.50	\$112.50	\$92.25	\$120.91	\$149.57
	General	NA	NA	NA	\$47.70	\$63.74	\$79.78	\$70.00	\$105.00	\$135.00	\$95.72	\$125.71	\$155.70
	Superintendent	NA	NA	NA	NA	NA	NA	\$75.00	\$107.50	\$137.50	\$95.72	\$125.71	\$155.70
Night	Journeyman	\$34.74	\$49.80	NA	\$44.08	\$58.48	\$72.88	\$61.00	\$91.00	\$111.00	\$44.77	\$62.68	\$80.59
	Foreman	NA	NA	NA	\$45.53	\$60.58	\$75.64	\$66.00	\$93.00	\$123.00	\$101.47	\$133.00	\$164.62
	General	NA	NA	NA	\$47.70	\$63.74	\$79.78	\$71.00	\$106.00	\$136.00	\$105.29	\$138.28	\$171.27
	Superintendent	NA	NA	NA	NA	NA	NA	\$76.00	\$108.50	\$138.50	\$105.29	\$138.28	\$171.27
NOTE:													
MILLWRIGHT		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$53.39	\$77.77	NA	\$60.90	\$80.22	\$99.54	\$70.00	\$105.00	\$135.00	\$77.89	\$103.80	\$129.90
	Foreman	\$59.12	\$86.38	NA	\$62.33	\$82.30	\$102.28	\$75.00	\$107.50	\$137.50	\$90.76	\$116.89	\$143.05
	General	\$74.09	\$106.36	NA	\$65.19	\$86.47	\$107.76	\$76.00	\$108.50	\$138.50	\$95.96	\$122.14	\$148.33
	Superintendent	\$87.00	\$125.73	NA	\$66.62	\$88.56	\$110.50	\$77.00	\$109.50	\$139.50	\$99.96	\$126.14	\$152.33
Night	Journeyman	\$53.39	\$77.77	NA	\$60.90	\$80.22	\$99.54	\$71.00	\$106.00	\$136.00	\$85.46	\$114.18	\$142.89
	Foreman	\$59.12	\$86.38	NA	\$62.33	\$82.30	\$102.28	\$76.00	\$108.50	\$138.50	\$99.84	\$128.57	\$157.35
	General	\$74.09	\$106.36	NA	\$65.19	\$86.47	\$107.76	\$77.00	\$109.50	\$139.50	\$105.55	\$134.35	\$163.16
	Superintendent	\$87.00	\$125.73	NA	\$66.62	\$88.56	\$110.50	\$78.00	\$110.50	\$140.50	\$109.55	\$138.35	\$167.16
NOTE:													
STEAMFITTER		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$53.39	\$77.77	NA	\$72.74	\$103.44	\$134.14	\$70.00	\$105.00	\$135.00	\$77.87	\$104.41	\$130.95
	Foreman	\$59.12	\$86.38	NA	\$80.55	\$114.86	\$149.15	\$75.00	\$107.50	\$137.50	\$92.25	\$120.91	\$149.57
	General	\$74.09	\$106.36	NA	\$83.15	\$118.65	\$154.15	\$76.00	\$108.50	\$138.50	\$95.72	\$125.71	\$155.70
	Superintendent	\$87.00	\$125.73	NA				\$77.00	\$109.50	\$139.50	\$99.72	\$129.71	\$159.70
Night	Journeyman	\$53.39	\$77.77	NA	\$80.55	\$114.86	\$149.15	\$71.00	\$106.00	\$136.00	\$85.65	\$114.85	\$144.04
	Foreman	\$59.12	\$86.38	NA	\$89.52	\$127.97	\$166.40	\$76.00	\$108.50	\$138.50	\$101.47	\$133.00	\$164.62
	General	\$74.09	\$106.36	NA	\$92.51	\$132.33	\$172.14	\$77.00	\$109.50	\$139.50	\$105.29	\$138.28	\$171.27
	Superintendent	\$87.00	\$125.73	NA	NA	NA	NA	\$78.00	\$110.50	\$140.50	\$109.29	\$142.28	\$175.27
NOTE:													
PIPEFITTER		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$53.39	\$77.77	NA	\$72.74	\$103.44	\$134.14	\$70.00	\$105.00	\$135.00	\$77.87	\$104.41	\$130.95
	Foreman	\$59.12	\$86.38	NA	\$80.55	\$114.86	\$149.15	\$75.00	\$107.50	\$137.50	\$92.25	\$120.91	\$149.57
	General	\$74.09	\$106.36	NA	\$83.15	\$118.65	\$154.15	\$76.00	\$108.50	\$138.50	\$95.72	\$125.71	\$155.70
	Superintendent	\$87.00	\$125.73	NA				\$77.00	\$109.50	\$139.50	\$99.72	\$129.71	\$159.70
Night	Journeyman	\$53.39	\$77.77	NA	\$80.55	\$114.86	\$149.15	\$71.00	\$106.00	\$136.00	\$85.65	\$114.85	\$144.04
	Foreman	\$59.12	\$86.38	NA	\$89.52	\$127.97	\$166.40	\$76.00	\$108.50	\$138.50	\$101.47	\$133.00	\$164.62
	General	\$74.09	\$106.36	NA	\$92.51	\$132.33	\$172.14	\$77.00	\$109.50	\$139.50	\$105.29	\$138.28	\$171.27
	Superintendent	\$87.00	\$125.73	NA	NA	NA	NA	\$78.00	\$109.50	\$140.50	\$109.29	\$142.28	\$175.27
NOTE:													
TRAVEL & SUBSISTENCE													
Description	Rate			Rate			Rate			Rate			
Supervisors	\$155.00			\$150.00			\$85.00			\$125.00			
Craft	\$125.00			\$125.00			\$85.00			\$75.00			
Travel & Mileage													
Supervisor travel	NA			JOURNEYMAN ST RATE			\$77.00			\$0.59			
Supervisor mileage	\$0.50 per mile			\$0.75 per mile			\$1.00 per mile			\$0.59 per mile			
Craft travel	NA			ONLY IF APPLICABLE AT CRAFT JOURNEYMAN RATE			\$65.00			NA			
Craft mileage	\$0.50 per mile			\$1.00 per mile			NA			\$0.59 per mile			
Deliveries													
Travel	RENTAL RATE + GAS RECEIPT			JOURNEYMAN ST RATE			\$65.00			NA			
Mileage	\$1.50			\$1.00 per mile			\$1.00			\$0.59			
MISC.													
Description	Rate			Rate			Rate			Rate			
Safety supplies &	COST + 15%			COST + 10%			COST + 5%			COST + 5%			
Miscellaneous materials & consumables	COST + 15%			COST + 10%			COST + 12%			COST + 5%			
Labor	NA			3% RENEWAL PER YEAR			5% RENEWAL PER YEAR			3% RENEWAL PER YEAR			
Travel & Subsistence	3% RENEWAL PER YEAR			0% RENEWAL PER YEAR			0% RENEWAL PER YEAR			3% RENEWAL PER YEAR			
Equipment & Tools	3% RENEWAL PER YEAR			0% RENEWAL PER YEAR			0% RENEWAL PER YEAR			3% RENEWAL PER YEAR			

Contracts with crafts valid until May 31, 2019.

Example Work Scenario for Power Plant Maintenance Services

Description	TEI Construction Services, Inc. Duncan, SC	Capital City Boiler & Machine Works, Inc. Des Moines, IA	Plibrico Company, LLC, Omaha, NE	The Waldinger Corporation Des Moines, IA
Labor:	\$11,671.44	\$16,135.00	\$15,487.48	\$16,198.86
Subsistence:	\$1,620.00	\$1,360.00	\$2,100.00	\$1,400.00
Travel:	\$0.00	\$302.80	\$1,638.11	\$185.96
Mileage:	\$820.00	\$72.60	\$255.00	\$185.96
Total:	\$14,111.44	\$17,870.40	\$19,480.59	\$17,970.78

The scenario was based on 10 hour days starting on a Tuesday and going through Saturday. One foreman, two pipefitter, and one laborer.